

This instrument prepared by:
D. Scott Baker
Zimmerman Kiser Sutcliffe P.A.
PO Box 3000
Orlando, FL 32802

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK PARK**

THIS DECLARATION is made effective as of the date recorded in the Public Records of Alachua County, Florida (“County”) by M3 Oak Park LLC, a Florida limited liability company, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Alachua County, Florida, which is more particularly described in the attached Exhibit “A”.

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

ARTICLE I – DEFINITIONS

Section 1. “Association” shall mean and refer to **Oak Park Homeowners’ Association of Newberry, Inc.** its successors and assigns.

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

Section 3. “Properties” shall mean and refer to all of the certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. Said properties shall include, but are not limited to all surface water or storm water management systems, front entry sign and landscape areas, and playground areas.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and enjoyment of the owners. The “Entrance Feature” described in more detail in Article IX, Section 6, shall be part of the Common Area.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to M3 Oak Park LLC, a Florida limited liability

company, its successors and assigns.

Section 7. "Surface Water System" means a Surface Water or Storm Water Management System which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

Section 8. "Bylaws" shall mean the Bylaws of Oak Park Homeowners' Association of Newberry, Inc., as attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 9. "District" shall mean the Suwannee River Water Management District.

Section 10. "Articles" shall mean the Articles of Incorporation of Oak Park Homeowners' Association of Newberry, Inc., as attached hereto as Exhibit "C" and by this reference made a part hereof.

Section 11. "Builder" shall mean and refer to any legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (i) the business of developing the Lot for eventual construction of dwellings thereon in the ordinary course of such entity's business; or (ii) the business of constructing dwellings thereon for later sale to other third-party purchasers in the ordinary course of such entity's business.

Section 12. "Member" shall mean the owner of a Lot.

ARTICLE II -PROPERTY RIGHTS

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

The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of each class of Members and by all Builders has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on such Owner's Lot.

Section 3. Transfer of Ownership of Common Areas to the Association. Declarant shall convey to the Association ownership of all Common Areas and roadways in the Oak Park subdivision that are not part of a Lot.

ARTICLE III -MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two (2) classes of voting membership:

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

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 2027.

Section 3. Notwithstanding the foregoing provisions regarding Class membership voting rights, Members of the Association other than the Declarant shall be entitled to elect at least a majority of the members of the Association's Board of Directors when the earlier of the following events occurs:

(a) Seventy five percent (75%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Members other than the Declarant;

(b) The Class B membership has ceased and been converted to Class A membership;

(c) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents (including a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than 2 years);

(d) Upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

(e) Upon Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(f) Upon a receiver being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members.

For purposes of this Section 3, the term "Members of the Association other than the Declarant" shall not include Builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

ARTICLE IV -COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, not including the Declarant or a Builder, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, agrees to pay assessments as provided in these Covenants and Restrictions. Assessments by the Association shall include (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) special assessments for the Surface Water System, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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. The personal obligation for delinquent assessments shall pass to the Owner's successors in title such that the Owner and the Owner's successors in title shall be jointly and severally liable for all unpaid assessments.

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

- (a) Common Areas.
- (b) Walls, Fences and Landscape Buffers.
- (c) All landscaped areas outside the perimeter wall or walls, including conservation areas.
- (d) Assessments shall also be used for the maintenance and repair of the surface water or storm water management systems including but not limited to work within retention areas, drainage structures and drainage easements.
- (e) Playground.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE THOUSAND AND 00/100 DOLLARS (\$1000.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of approval of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual

assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than 30 days or more than 60 days in advance of the meeting. At any such meeting called, a majority of the voting Members present or of proxies cast shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate of all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots not owned by Declarant or Builder on the first day of the month following the conveyance of the Common Area. The Declarant shall not be required to pay annual dues or assessments on any unsold Lots. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, though in no event shall a Builder be required to pay any assessment. 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 as to the status of assessments on a Lot and is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days of its due date shall be delinquent, and shall bear interest from the due date at twelve (12%) percent per annum until paid in full, and the Association shall have the right to file a lien in the public records of Alachua County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In either event, the nonpaying Owner shall pay for the cost of bringing the suit, including reasonable attorneys' fees therefore, if the court shall so determine. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Capital Assessment Charge: Closing of Each Home. At the initial closing of the sale of each Lot in the Property to its initial third-party purchaser homeowner (other than a Builder), the Association shall collect a one-time Capital Assessment Charge of \$250.00. At the sole discretion of Declarant, these funds may be used to reimburse Declarant for any unreimbursed costs incurred by

Declarant to improve Association Property at any time.

Section 10. Special Assessment for Surface Water System. The Association shall levy a special assessment to be paid by all Owners other than Builders for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within thirty (30) days of the assessment being levied.

Section 11. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant or a successor Declarant is in control of the Association, Declarant shall not be liable for Assessments against Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1)(b), Florida Statutes, (2019), and as said statute may be amended from time to time. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions, income and other sums and income received or receivable by the Association. Declarant's obligation to deficit fund the Association's operating expenses shall continue until control of the Association ("transition") is turned over to Members other than Declarant. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose to prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration of any kind therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In no event, however, shall any approval by the Declarant, its successors or assigns, or any deemed approval upon failure of the Declarant, its successors or assigns within thirty (30) days after said plans and specifications have been submitted to it, be valid or effective if such design, location, plans and specifications would be violative of any applicable governmental zoning or building restriction or violative of any provision of the Suwanee River Water Management District stormwater management permit for Oak Park. At such time as Declarant is not the record owner of any Lot in the Properties, the rights and duties under this Article shall be assigned to the Board of Directors of the Association or to an Architectural Control Committee ("ACC") composed of three (3) or more representatives

appointed by the Board.

The Architectural Control Committee shall promulgate and revise from time to time the Planning Criteria for The Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in Oak Park, and to all Members and prospective Members of the Association. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration, including without limitation minimum square footage requirements for Residential Units. Different Planning Criteria may be adopted and enforced for improvements in different portions of the Properties.

Notwithstanding the foregoing, any approval granted by the Architectural Control Committee or the Declarant shall not be subsequently modified or revoked for any reason, including a change to the Planning Criteria which occurs following the submission of such plans or other item for consideration. All approvals of the Architectural Control Committee shall be final and may be relied upon by the Owner or Builder receiving such approval. This Article may not be amended without the approval of all the Declarant and Builders.

Notwithstanding any other term or provision in this Declaration which may be to the contrary, the ACC (and/or the Declarant for so long as Declarant is in control of the Association's Board of Directors and/or the ACC) shall approve plans and specifications for multiple Lots in a single submission as may be submitted by a Builder, it being the purpose and intent of this provision that Builders shall not be required to submit plans and specifications for approval as to individual Lots.

ARTICLE VI -ADDITIONS TO THE PROPERTIES

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of the Declarant. Once Declarant has sold all its lots, then consent will be granted by a vote of two-thirds (2/3) of each class of Members.

(b) Under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the property as provided herein, the remaining land owned by Declarant, other than the Properties, shall in no way be affected or become subject to the Declaration.

(c) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration provided, however, that no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Area, according to the terms and conditions as established hereunder.

ARTICLE VII -EXTERIOR MAINTENANCE/BUILDING AND GROUNDS

Maintenance of Premises. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors and in compliance with such standards as may be promulgated by the Board of Directors through its rule-making authority, the Association after approval by two-thirds (2/3) vote of the Board of Directors, and giving the property owner ten (10) days written notice, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The entry on such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the collection of such cost may be enforced by the Association filing a lien on the Lot and through foreclosure of such lien in the same manner as liens for delinquent assessments. Alternatively, the Association may bring an action against the Owner for injunctive relief and/or for damages for the Owner's failure to maintain the Owner's Lot and/or the improvements thereon, including all attorneys' fees and costs incurred by the Association in connection therewith.

Maintenance of Common Areas. The Common Areas of the Oak Park subdivision shall be maintained, repaired and replaced as necessary by the Association, the cost of which shall be a common expense of the Association.

ARTICLE VIII - GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots in said subdivision shall be known, described and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two (2) stories in height, a private enclosed garage for at least one (1) automobile. Additionally, no garage or accessory building may be constructed prior to the construction of the main residence dwelling.

Section 2. Garages and Driveways. No open carport may be constructed and all residences must contain a garage. Garages shall be maintained as garages and shall not be converted to other uses with the exception of sales offices for the Declarant or its successors or assigns. All dwellings shall have a paved driveway of concrete construction of at least the width of the garage at the entrance to the garage.

Section 3. Dwelling Size. All residences to be constructed shall have a minimum of 1,500 square feet of living area. The living area is defined as that portion of the residence that has finished walls, ceilings and floors, which is insulated, and which is heated and air-conditioned by a central system. The floor space within the garage breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

Section 4. Building Materials. The front of all residences shall be constructed of brick, stucco, native stone, wood or other finished materials.

Section 5. Building Location. The principal residence building shall be located in conformance to the City of Newberry building code and not be located nearer than twenty (20) feet from the front property line, five (5) feet from the side property line, or ten (10) feet from the rear property line. In the case of corner lots, the side setback adjacent to the side street shall be a minimum of ten (10) feet.

Section 6. Signs. No sign of any kind shall be displayed to public view on any lot except one temporary sign of not more than four (4) square feet in area advertising the property for sale or rent. No commercial flags, pennants or other such devices shall be allowed. This restriction shall not be applicable to a Builder or Declarant or its successors or assigns.

Section 7. Fences. All fences shall be almond PVC in a style to be determined by the Declarant. No fence or wall shall be constructed, erected or maintained on or around any portion of a lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence. Any wall or fence constructed on a lot that adjoins an entrance or perimeter wall or fence shall for a distance of fifteen (15) feet from said entrance or perimeter wall or fence be tapered so that height at entrance or perimeter wall or fence is the same as the wall or fence constructed by lot Owner at point of joinder. Within the other portions of the lot, no fence or wall shall be erected which is greater than 6 feet in height. In areas where fences or walls are constructed over easements, (drainage easements) the individual property owners must allow vehicular access directly to the drainage easement to Alachua County and or any other governmental body having jurisdictional use (i.e. gates or other structures that can be removed) should said governmental body properly notify the individual property owners in a timely manner prior to entering the easement. Any subdivision perimeter fence that may be built shall not be removed, altered or damaged in any manner and must be maintained against physical damage by the Owner or Owners of lots on which said fence is located. The Owner or Owners of any Lot located adjacent to the City-owned park land along the northern and western boundaries of the Properties shall install only almond PVC fencing in a style to be determined by the Declarant, and shall maintain such fences as required by this Section 7.

Section 8. Animals. No animals, fowl or reptiles shall be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purposes.

Section 9. Temporary Structures. No structure of a temporary character, including a trailer, tent, shack, detached garage, barn or other such building shall be placed upon the Lots at any time; provided, however, that this prohibition shall not apply to shelter or other structure used by the contractors, Builders, or Declarant during the construction and sale of the main dwelling houses, including trailers, concrete washout areas, storage sheds, and other improvements necessary or convenient in the course of such construction, sales and marketing activities, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the lots after the completion of the construction. Any variation from this section shall only be allowed upon a 2/3 majority vote of each class of Members present in person or by proxy at a meeting called for this purpose, but the exemptions provided for contractors, Builders and Declarant may not be amended or modified by vote of the Members.

Section 10. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other rubbish shall be kept in sanitary containers and except during pick up if required to be placed at the curb, all garbage containers shall be either located in the garage or within a structural enclosure of at least 60 inches in height.

Section 11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements any structure, planting or other materials which may damage or interfere with the installation and maintenance of utilities or which may interfere with the construction or use of utilities in said easements and all improvements in it shall be removed and or reinstalled by the Owner of the lot at the Owner's expense, except for those improvements for which a public authority or utility company is responsible.

Section 12. Offensive Activities. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

Section 13. Vehicles and Repairs. Recreational vehicles shall be parked in accordance with City of Newberry Zoning Regulations. Storage or overnight parking of commercial or industrial vehicles in excess of one-ton capacity, other than those used by a Builder in the course of constructing a home on a Lot owned by a Builder, are prohibited.

There will be no parking of other vehicles on any area of the lot except areas paved for that purpose. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision or on the public street or streets of said subdivision.

Section 14. Landscaping. All landscape plans shall be submitted to and approved by the ACC prior to commencement of any landscaping.

Section 15. Swimming Pools. Any swimming pool to be constructed in any Lot shall be subject to the requirements of the ACC, and shall be built in accordance with all applicable governmental requirements.

Section 16. Sidewalks and Driveways. Sidewalks and driveways shall be installed by the Lot Owners in accordance with the requirements and specifications of City of Newberry.

Section 17. Mailboxes. Mailboxes will be of uniform standard design and approved by the ACC prior to installation included but not limited to approved Post Office cluster boxes.

Section 18. Roofs. Roof shingles shall be 20 year, City of Newberry approved shingle or better. Roofing materials shall be submitted to the ACC with house plan elevations for approval.

Section 19. Parking. Parking in the Community is limited to designated driveways, garages and guest parking spaces. Except as otherwise expressly permitted herein, there shall be no parking on the grass, the street, or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of the residence on the Owner's Lot. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a residence on a Lot. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public

view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the City, County or other governmental entity (i.e., police cars), shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs) or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours or more from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Lot irrevocably grants the Association and its designated towing agent the right to enter a Lot or Common Area and tow vehicles parked in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Notwithstanding the foregoing, on-street parking will be allowed between the hours of 7:00 AM and 11:00 PM. The restrictions of this section shall not apply to Declarant or Builders.

Section 20. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of homes in the community shall not apply to the Declarant or Builders.

ARTICLE IX -GENERAL PROVISIONS

Section 1. Term. These covenants shall remain in full force and run with the land and bind the land for a term of thirty (30) years from the date this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. So long as Declarant owns one or more lots in this subdivision, Declarant may change these restrictions in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Alachua County, Florida.

Thereafter this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be in writing.

Any amendment to the Declaration of Covenants, Conditions and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

Any amendment to the Declaration of Covenants, Conditions and Restrictions which alters any provision relating to the rights granted to Builders hereunder or which otherwise interferes with the right of Builders to construct, sell and/or market homes within the community shall require the written consent of the Builders.

Notwithstanding the foregoing, so long as a Builder is the Owner of a Lot, Declarant shall not amend this Declaration without the Builder's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

Section 3. Enforcement. The Declarant, as long as it owns one or more Lots in the Properties; the Association; or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or reservations of this Declaration, the Articles of Incorporation, the Bylaws, and all rules of the Association, collectively referred to as the "Governing Documents", and any amendments to the Governing Documents. The Association shall also have authority to enforce the Governing Documents by imposition of fines and suspension of use rights of the Common Areas in accordance with the procedures set forth in Section 720.305, Florida Statutes (2019) and as the same may be amended from time to time. It is expressly understood and agreed that all costs, including reasonable attorneys' fees incurred by the moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceeding. Failure by the Declarant, the Association, or any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the district bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Alachua County, Florida for any such attorneys' fees and costs awarded to the District by any court or administrative body.

Section 4. Severability. Invalidation of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Duties of Association and Owners. The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

Section 6. Association Management. Declarant shall hire a professional management company to manage the Association and maintain all Common Areas. Declarant shall not enter into any contract with a management company without prior written approval of Builders, which approval shall not be unreasonably conditioned, withheld or delayed.

Section 7. Notice Regarding Light and Noise Adjacent to City Park. Notice is hereby provided that Lots 44 through 57 and 94 through 100 are adjacent to an existing City Park, and as such may be affected by light and noise generated from the park until it closes each evening.

ARTICLE X -INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority to obtain insurance for insurable improvements on the Common Property owned by it, and on any Area of Common Responsibility, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductibles provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property or the Areas of Common Responsibility.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted parties. Exclusive authority to adjust losses under policies in force on the Common Properties and obtained by the Association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

ARTICLE XI -GOVERNMENTAL PERMITS

All governmental and or regulatory permits issued to the Declarant for construction and improvement of the "Oak Park" Subdivision that require ongoing reporting and adherence to such

permits shall be administered and adhered to by the Association until such time that all governmental or regulatory agency requirements have been satisfied. It is expressly understood this provision and any costs associated with this provision shall be borne by the Association.

ARTICLE XII – RIGHTS OF DECLARANT AND BUILDERS

Section 1. Rights.

- a. An easement is reserved over the Properties, including each Lot, in favor of the Declarant and Builders for the purpose of carrying out any obligations of the Declarant or Builders under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community and construction of homes therein.
- b. The Declarant and Builders shall also have an easement over, upon, across, and under the Properties as may be required in connection with the development of the community and construction of homes, including the right to use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes.
- c. Declarant and Builders shall further have the right to store materials, vehicles, tools, and other equipment which are being utilized in such development or construction activities.
- d. The Declarant and Builders shall have an easement to use all portions of the Properties, including Common Areas, for all types of promotional and sales activity in connection with marketing, sales, and leasing of homes in the community, including the use and maintenance of signs, banners, and similar items.
- e. Declarant and Builders shall have the right to operate and maintain models, sales centers and leasing offices on any portion of the Properties owned by such Builder or the Declarant, respectively, and shall have the right to operate and open gates and access to the community to facilitate sales and marketing of the community. The easements created by this section shall be broadly construed and supplement other rights of the Declarant and Builders herein, running with the land until such time as the Declarant and Builders no longer own any Lots in the community and all of the Declarant's obligations hereunder are satisfied.

Section 2. Interference. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant or any Builder, or their agents, servants, employees, invitees, successors or assigns, in connection with construction, development, promotion or sales activities conducted on the Properties.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 8th day of June, 2020.

DEVELOPER:

Witnessed by:

M3 Oak Park, LLC, a Florida limited liability company

[Signature]
Print Name: Ricky Watson

By: PDM Newberry Investment, LLC, a Florida limited liability company

As Its: Manager

Karen L Marlin
Print Name: Karen L Marlin

By: [Signature]

Name: David S. McDaniel

As Its: Authorized Member

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8 day of June, 2020, by David S. McDaniel, as an Authorized Member for PDM Newberry Investment, LLC, a Florida limited liability company, on behalf of the company in its capacity as the Manager of M3 Oak Park, LLC, a Florida limited liability company, who is personally known to me or produced the following identification _____.

Karen L Marlin
NOTARY PUBLIC
My Commission Expires:

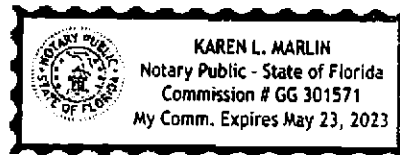


Exhibit A

Oak Park Legal Description

A PARCEL OF LAND, BEING A PORTION OF THE LANDS DESCRIBED IN O.R.B 1805, PG. 2053, LOCATED IN SECTION 3, TOWNSHIP 10 SOUTH, RANGE 17 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3; THENCE RUN NORTH $84^{\circ}08'28''$ EAST, ALONG THE CENTERLINE OF STATE ROAD NO. 26, HAVING A RIGHT-OF-WAY WIDTH OF 100.00 FEET, 466.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2546.64 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $04^{\circ}08'04''$, AN ARC DISTANCE OF 183.76 FEET; THENCE RUN NORTH $01^{\circ}43'27''$ WEST, 50.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 26 AND THE SOUTHEAST CORNER OF TAMINEGA HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK "C", PAGE 55, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE CONTINUE NORTH $01^{\circ}43'27''$ WEST, ALONG THE EAST LINE OF SAID TAMINEGA HEIGHTS SUBDIVISION, 1640.54 FEET TO THE NORTH RIGHT OF WAY LINE OF NW 5TH AVENUE; THENCE NORTH $88^{\circ}47'52''$ EAST, ALONG SAID NORTH LINE OF NW 5TH AVENUE, 240.85 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 670.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $05^{\circ}47'03''$, AN ARC DISTANCE OF 67.64 FEET; THENCE RUN NORTH $82^{\circ}58'00''$ EAST, 500.50 FEET TO THE POINT OF BEGINNING. THENCE RUN NORTH $07^{\circ}02'00''$ WEST, 18.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET; THENCE RUN NORTHWESTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF $02^{\circ}59'26''$, A DISTANCE OF 17.22 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE RUN ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $87^{\circ}32'37''$, A DISTANCE OF 30.56 FEET; THENCE RUN NORTH $01^{\circ}53'37''$ WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING A DISTANCE OF NORTH $43^{\circ}24'48''$ EAST, 28.28; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, A DISTANCE OF 31.42 FEET; THENCE RUN NORTH $01^{\circ}35'12''$ WEST, A DISTANCE OF 180.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, A DISTANCE OF 31.42 FEET; THENCE RUN NORTH $01^{\circ}35'12''$ WEST, A DISTANCE OF 60.00 FEET; THENCE RUN NORTH $88^{\circ}24'48''$ EAST, A DISTANCE OF 57.50 FEET; THENCE RUN NORTH $01^{\circ}35'12''$ WEST, A DISTANCE OF 110.00 FEET; THENCE RUN NORTH $88^{\circ}24'48''$ EAST, A DISTANCE OF 260.80 FEET; THENCE RUN NORTH $01^{\circ}43'29''$ WEST, A DISTANCE OF 380.00 FEET TO THE SOUTH RIGHT-OF-WAY

LINE OF STATE ROAD NO. 26-A, HAVING A RIGHT-OF-WAY WIDTH OF 80.00 FEET; THENCE RUN NORTH $88^{\circ}03'32''$ EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE 801.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A TOTAL CENTRAL ANGLE OF $89^{\circ}01'34''$, AN ARC DISTANCE OF 77.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 235, HAVING A RIGHT-OF-WAY WIDTH OF 100.00 FEET; THENCE RUN SOUTH $02^{\circ}41'42''$ EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 769.48 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN O.R.B. 2133, PAGE 1188, PUBLIC RECORDS OF ALACHUA COUNTY, AND THE NORTH RIGHT OF WAY LINE OF NW 5TH AVENUE; THENCE SOUTH $85^{\circ}08'19''$ WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN O.R.B. 2133, PAGE 1188 AND SAID NORTH RIGHT OF WAY LINE, 775.87 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN O.R.B. 2133, PAGE 1188; THENCE RUN SOUTH $85^{\circ}00'46''$ WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 251.13 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 730.00 FEET AND A CENTRAL ANGLE OF $02^{\circ}00'55''$; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 25.68 FEET; THENCE RUN SOUTH $82^{\circ}58'00''$ WEST, A DISTANCE OF 110.67 FEET TO THE POINT OF BEGINNING. LYING IN ALACHUA COUNTY, FLORIDA.

Exhibit B
Bylaws

**BYLAWS OF
OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 770 Dommerich Drive, Maitland, FL 32751, but meetings of members and directors may be held at such places within the State of Florida, County of Alachua, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to **OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.**, its successors and assigns.

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

Section 3. "Common Area" shall mean all real property (including any improvements thereto) maintained by the Association for the common use and enjoyment of the Owners. The Common Area to be maintained by the Association at the time of the conveyance of the first lot is described as follows: All landscaped areas within Oak Park subdivision right-of-ways including, but not limited to, the "Entrance Feature".

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to **M3 Oak Park LLC, a Florida limited liability company**, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Oak Park applicable to the Properties recorded in the office of the Clerk of the Circuit Court in and for Alachua County, Florida.

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

Section 9. "HOA Act" shall mean and refer to Chapter 720, Florida Statutes, and as said statute may be amended from time to time.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings.

Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary or their designee. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, either before or after the meeting, or unless the Owner has consented to receive electronic notices in accordance with the HOA Act. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof, unless otherwise required by the HOA Act. The posting and mailing of the notice shall be not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized by proxy or valid power of attorney to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the total voting interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. To be valid a proxy must be dated, must

state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. Every proxy shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number: The affairs of this Association shall initially be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting of the members of the Association the number of directors shall be changed to five (5), with two directors being elected for a term of one (1) year, two (2) directors being elected for a term of two (2) years, and one (1) director being elected for a term of three (3) years. At each annual meeting of the members thereafter the members shall elect for a term of three (3) years the number of directors to replace the director or directors whose terms have expired.

Section 3. Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 18 of this Article IV shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he or she was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the fees of the receiver,

court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

Section 4. Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership in the manner provided in the Declaration and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all items specified in the HOA Act for transition of homeowners' association control.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V **NOMINATION AND ELECTION OF DIRECTORS**

The election of Directors shall be conducted in accordance with Section 720.306, Florida Statutes, and the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) The first notice of meeting and request for director nominations shall be mailed not less than 60 days prior to the annual meeting. Nominations for Directors shall be submitted in writing or email by the candidate or another Member, not less than 40 days in advance of the annual meeting and all eligible candidates shall be listed in alphabetical order on a ballot to be mailed to Owners. All candidates shall be notified of receipt of their nomination, with the opportunity to withdraw their candidacy prior to the printing and mailing of ballots. No nominations shall be taken from the floor at the meeting.

(c) The election shall be by secret written ballot and decided by a plurality of the votes cast for

each candidate.

(d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise disqualified pursuant to the HOA Act and may nominate himself or herself in advance as a candidate for the Board. Nominations from the floor at the members meeting are not be permitted.

(e) Upon submission of nominations, eligible candidates may submit a one-page information sheet to be included with the mailing of the ballots. Ballots with return envelopes shall be mailed to Owners not less than 14 days prior to the election. The outer envelope shall be addressed to the Association and in the return addresses location, shall provide spaces for the name of the voter, the address or Lot number being voted, and a signature space for the voter.

(f) An election is not required if the number of vacancies equals or exceeds the number of candidates.

ARTICLE VI **MEETINGS OF DIRECTORS**

Section 1. Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held immediately following or within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or email, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation, where the contents of the discussion would otherwise be governed by attorney-client privilege and meetings of the board held for the purpose of discussing personnel matters. Board Members may participate by telephone conference in any Board meeting, and for meetings open to the Members, shall either, and in the directors' discretion, provide the telephone conference participant numbers, or have a speaker phone available at a location within 30 miles of the Community for Member attendance. If notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member or to authorize the expenditure of Association funds.

Section 3. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors or by 20% of the total voting Membership. Notice of the meeting shall be given to Directors by hand-delivery, by telephone or by email which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less

than three (3) days prior to the meeting. Notice of a special meeting of the Board shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.

Section 4. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 5. Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

Section 6. Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 7. Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

Section 8. Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Unfinished business;
- (e) New business;
- (f) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

Section 9. Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years, or such other period as required by the HOA Act, as amended from time to time. Minutes for each meeting must be reduced to written form within sixty (60) days after the meeting date, and once approved, the recording destroyed or deleted.

Section 10. Recording. Any Member may make audio or video recordings of Board meetings. The Board of

Directors of the Association may adopt reasonable rules governing the recording of meetings. Notwithstanding the right to record, neither live-streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f) Exercise all powers and authority of a homeowners' association board of directors as provided in Chapters 617 and 720, Florida Statutes (2019), and as said statutes may be amended from time to time.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the landscaped areas to be maintained.

ARTICLE VII **OFFICERS AND THEIR DUTIES**

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

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

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

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

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

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article VIII.

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

President

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

Vice-President

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

Secretary

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

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented the membership at its regular annual meeting, and deliver a copy of each to the members. A resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board.

ARTICLE IX
COMMITTEES

Section 1. Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall

[14087-2/8285698/2]

have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by the Governing Documents or the HOA Act to be approved by members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

Section 2. Architectural Control Committee. As provided in the Declaration, the Board of Directors shall create an Architectural Control Committee ("ACC"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ACC. To the extent not inconsistent with the Declaration, the provisions of Section 16 of this Article IV shall apply to the ACC.

ARTICLE X **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: **OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.**

ARTICLE XII **AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

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

ARTICLE XIV **WATER MANAGEMENT DISTRICT**

Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water Management System, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other Surface Water Management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully-adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to 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 and all such amendments shall be forwarded to the District within thirty (30) days of approval.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of Suwannee River Water Management District.

At any meeting, whether annual or special called meeting, of the Members or Directors, at which a Motion is made concerning the Surface Water or Storm Water Management System(s) a Motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least 10 days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

IN WITNESS WHEREOF, we, being all of the directors of the OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC. hereunto set our hands this 8th day of June, 2020.

Witnesses:

[Signature]

Ricky Ybarra

Karen L. Marlin

Karen L. Marlin

[Signature]

Peter McDaniel

[Signature]

David McDaniel

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8 day of June, 2020, by Peter McDaniel and David McDaniel, all being directors of Oak Park Homeowners' Association of Newberry, Inc., a Florida not for profit corporation, on behalf of the corporation, who are personally known to me or produced the following identification _____.

Karen L. Marlin

NOTARY PUBLIC

My Commission Expires:

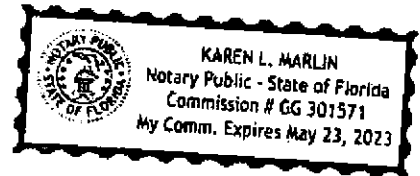


Exhibit C
Articles of Incorporation

ARTICLES OF INCORPORATION
OF
OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify that:

ARTICLE I

The name of the corporation is **Oak Park Homeowners' Association of Newberry, Inc.**, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 770 Dommerich Drive, Maitland, FL 32751.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall operate, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with Suwannee River Water Management District ("District") permit No. ERP-001-235790-1 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the Surface Water or Storm Water Management System.

The Association shall levy and collect adequate assessments against the members of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described on Exhibit "A" attached hereto and incorporated herein by this reference, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Oak Park, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court in and for Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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

(e) participate in mergers or consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have assent of two-thirds (2/3) of each class of members;

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

(g) procure and maintain hazard and liability insurance upon its property for the protection of the Association and its members, directors and officers liability insurance to cover the Association, the directors, officers, committee members, Association member volunteers, and other Association members acting for and/or on behalf of the Association, and such other types of insurance as the Board of Directors may determine to be necessary and/or appropriate .

ARTICLE IV **ELECTION OF THE BOARD OF DIRECTORS**

The affairs of this Association shall be managed initially by a Board of three (3) Directors, who need not be members of the Association. The Board of Directors shall be elected by the Members of the Corporation entitled to vote at the times and in the manner provided for in the Bylaws.

At the first annual meeting of the members of the Association the number of number of directors shall be changed to five (5), with two directors being elected for a term of one (1) year, two (2) directors being elected for a term of two (2) years, and one (1) director being elected for a term of three (3) years. At each annual meeting of the members thereafter the members shall elect for a term of three (3) years the number of directors to replace the director or directors whose terms have expired.

The number of directors may be changed by amendment of the Bylaws of the Association.

ARTICLE V **DIRECTORS/OFFICERS**

The names and addresses of the persons who are to act in the capacity of directors until the selection and qualification of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Peter McDaniel	770 Dommerich Drive Maitland, FL 32751
David McDaniel	770 Dommerich Drive Maitland, FL 32751
Matt McDaniel	2218 Edinburg Ave. Cardiff by the Sea, CA 32007

ARTICLE VI
REGISTERED AGENT

The initial Registered Agent of Oak Park Homeowners' Association, Inc. is hereby appointed to be: David McDaniel at 770 Dommerich Drive Maitland, FL 32751.

ARTICLE VII
INCORPORATOR

The name and address of the incorporator is David McDaniel at 770 Dommerich Drive Maitland, FL 32751 .

ARTICLE VIII
MEMBERSHIP

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

ARTICLE IX
MEETINGS OF MEMBERS: QUORUM REQUIREMENTS

The presence at any meeting of members entitled to cast or proxies to entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration or the Bylaws.

ARTICLE X
VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event more than one (1) vote is cast with respect to any Lot, none of the votes with respect to such Lot shall be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2027; or

(c) notwithstanding the foregoing provisions regarding Class membership voting rights, Members of the Association other than the Declarant shall be entitled to elect at least a majority of the members of the Association's Board of Directors when the earlier of the following events occurs:

(1) Seventy five percent (75%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Members of the Association other than the Declarant;

(2) The Class B membership has ceased and been converted to Class A membership;

(3) Upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents (including a rebuttable presumption that Declarant has abandoned and deserted the property if Declarant has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than 2 years);

(4) Upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

(5) Upon Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(6) Upon a receiver being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members.

For purposes of this Article X, the term "Members of the Association other than the Declarant" shall not include Builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

ARTICLE XI
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than the incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Notwithstanding the foregoing, the Association may not be dissolved for so long as a Builder is the owner of any Lot in the Oak Park subdivision, except upon prior written consent of such Builder(s). For purposes of this Article XI, the term "Builder" shall include any Member which purchased its Lot for the purpose of constructing improvements thereon for resale.

ARTICLE XII
EXISTENCE AND DURATION

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

ARTICLE XIII
AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership. Notwithstanding the foregoing, these Articles may not be amended for so long as a Builder is the owner of any Lot in the Oak Park subdivision, except upon prior written consent of such Builder(s). For purposes of this Article XI, the term "Builder" shall include any Member which purchased its Lot for the purpose of constructing improvements thereon for resale.

ARTICLE XIV
BYLAWS

The Association shall adopt Bylaws governing the conduct of the affairs of the Association. The Bylaws shall be altered, amended or rescinded as provided in the Bylaws.

ARTICLE XV
MISCELLANEOUS

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

IN WITNESS THEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this day of 2020.

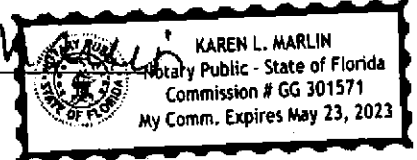
Peter McDaniel

David McDaniel

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8 day of June, 2020, by Peter McDaniel and David McDaniel, all being directors of the OAK PARK Homeowners' Association of Newberry, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or produced the following identification _____

Karen L. Marlin
NOTARY PUBLIC
My Commission Expires:



Pursuant to the provisions of sections 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered agent, in the State of Florida.

The name of the corporation is:

OAK PARK HOMEOWNERS' ASSOCIATION OF NEWBERRY, INC.

The name and address of the registered agent and office is:

David McDaniel
770 Dommerich Drive
Maitland, FL 32751

The undersigned hereby accepts the designation as Registered Agent of Oak Park Homeowners' Association of Newberry, Inc., and agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties, and is familiar with and accepts the obligations of his position as registered agent.

David McDaniel
David McDaniel

The undersigned hereby accepts the designation of Incorporator of the Oak Park Homeowner's Association of Newberry, Inc.

David McDaniel
David McDaniel