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Prepared by:
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CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

**MILE RUN EAST
A PLANNED UNIT DEVELOPMENT
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS**

This declaration made this 30 day of July, 1993.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property located in Alachua County, Florida, to wit:

A parcel of land lying in Section 14, Township 9 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

For a point of reference commence at the Northeast corner of said Section 14 and run South 00 Deg. 26 Min. 43 Sec. East along the East line of said Section 14, a distance of 1,217.61 feet to the Point of Beginning; thence continue South 00 Deg. 26 Min. 43 Sec. East along said East line a distance of 1858.39 feet; thence run South 89 Deg. 37 Min. 18 Sec. West a distance of 1988.57 feet to the Southwest corner of Replat of Mile Run East Phase One; and thence Easterly right of way line of N. W. 37th Street; thence continue generally north along the Westerly boundary of said Replat of Mile Run East Phase One to the Northwest corner of said Replat of Mile Run East Phase One; thence North 00 Deg. 24 Min. 04 Sec. West along the Easterly right of way line of N.W. 37th Street a distance of 681.28 feet; thence run North 89 Deg. 34 Min 47 Sec. east departing from said right of way line, a distance of 1937.17 feet to the Point of Beginning.

Note: Any reference here to "Replat of Mile Run East Phase One" is a reference to Plat Book "R", Page 18 of the Public Records of Alachua County, Florida.

and

WHEREAS, Declarant hereby declares that of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the land.

ARTICLE I. DEFINITIONS

"ACC" shall mean and refer to the Architectural Control Committee as set forth in Article V.

"Association" shall mean and refer to MILE RUN EAST MASTER ASSOCIATION, INC. a Florida non-profit corporation.

"Common Area" shall mean and refer to the following parcel of real property owned by the Association as well as any parcel so designated on any plat of the property subject to these covenants.

That certain tract designated "Recreational - Common Area" on "Replat of Mile Run East Phase One" (see above)

"Properties" shall mean and refer to the real property subject to these covenants and restrictions, said property being more specifically described above.

"Lots" shall refer to individual building lots as will be more particularly described on individual plats filed or to be filed in compliance with applicable law as various phases of the properties are developed. There shall be a minimum of 200 lots in the total project. As the phases are plated or otherwise approved for development, restrictions as to minimum square footage for each phase shall be recorded.

"Owner" shall mean the record title holder of a platted lot.

"Declarant" shall mean and refer to G. W. ROBINSON BUILDERS, INC., a Florida corporation, its successors and assigns and G. W. ROBINSON, his heirs, successors and assigns.

ARTICLE II. GENERAL PLAN OF DEVELOPMENT AND MAINTENANCE OF COMMON AREAS

1. **FACILITIES** The Declarant reserves the right to construct or place recreational facilities on a portion of the common area, to construct a wall or walls and a signboard or signboards in the common areas, and/or easements areas created for such purposes, and to place plant material in the common area, lighting equipment and watering equipment and other services and utilities.

2. **MAINTENANCE** The association shall maintain all common areas, including improvements thereto and all landscaping and improvements and facilities within the dedicated areas which are not otherwise accepted for maintenance under applicable law.

3. **INSURANCE** The Association may acquire such insurance coverage as the Association determines desirable

4. **BUDGET** The Association shall determine a budget for operation of the Association and shall have the power to assess to obtain necessary funds to implement the budget.

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5. ASSESSMENTS Annual assessments shall be paid in equal monthly increments paid monthly in advance on the first day of each month, such monthly increments to commence on the first day of the first month following conveyance out of Declarant.

6. EASEMENT RIGHTS OF OWNERS Every Owner shall have a right and easement of enjoyment in and to the common areas, which shall be appurtenant to and pass with the title to any property affected by these covenants subject to the following:

A. Right of the association to transfer any property owned by the association to Alachua County, or to any public authority or to any other entity qualifying for a conveyance from a not-for-profit corporation.

B. Right of the association to adopt rules and regulations limiting, governing and temporarily suspending the use and enjoyment of the common areas.

C. Right of the association to levy assessments for the cost of maintaining, operating, repairing, creating reserves and further improving the common area and easements and the costs of insurance premiums and taxes.

D. Right of the association of access to all common areas and easements for ingress, egress, maintenance and repair, further improvement and supervision.

ARTICLE III. ASSESSMENTS

1. LIEN FOR ASSESSMENTS The owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) Regular assessments or charges (2) special Assessments or charges. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien against 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 owner(s) of the lot assessed at the time when the assessment fell due. The Association may give record notice of an assessment lien by recording a claim of lien in the public records of Alachua County, Florida. Upon full payment of the total amount due, the association shall forward the party making payment a recordable satisfaction of such lien. Liens for assessments shall be foreclosed by suit in the name of the association in like manner as a foreclosure of a mortgage on real property.

2. PURPOSE The assessments levied by the association shall be used exclusively for payment of expenses of the Association, including but not limited to management fees or salaries, legal and accounting fees, beautification and maintenance of improvements, taxes, insurance, performance of the duties of the Association as otherwise set forth in these covenants and for such other things necessary or desirable to promote the recreation health, safety and welfare of the residents and owners of the property subject to this declaration.

3. ASSESSMENT SUBORDINATE TO CERTAIN MORTGAGES The lien of the assessments provided for shall be junior and subordinate to the lien of any institutional mortgage ("institutional mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts, and other similar lending institutions or mortgage brokers originating mortgages eligible for sale on the secondary market) now or hereafter placed upon any portion of the property subject to assessments. Upon the sale or transfer of title to a lot pursuant to the foreclosure of an institutional mortgage, or any proceeding or conveyance in lieu of the foreclosure of such institutional mortgage, the lien of the assessment shall be released and the person who acquires title to the property shall not be liable for the share of assessments which became due prior to such acquisition of title. Such unpaid assessment shall be deemed a common expense of the association, collectable from all lot owners, including the person who acquired title to the lots. All acquirers of title shall be fully responsible for all assessments which became due subsequent to the acquisition of the title to the property.

ARTICLE IV. THE ASSOCIATION

1. MEMBERSHIP Every person or other legal entity who is an Owner shall be a MEMBER of the association by reason of such ownership.

2. CLASSIFICATION OF MEMBERSHIP The association shall have two classes of members

Class A. The Class A. members shall be all owners except the Declarant. A Class A member shall be entitled to one vote for each lot owned. In no event shall more than one vote be cast per lot.

Class B. The Class B member shall be the declarant. The declarant shall be entitled to 3 votes for each lot of which he/it is the owner. Notwithstanding anything to the contrary, the Class B member shall have the right to elect a majority of the Board of Directors of the Association until the earlier of the following dates:

- a. 120 days after the date on which 75% of the minimum number of the lots have been conveyed to lot purchasers, or
- b. Seven years, after the first lot is conveyed to a lot purchaser.

These limitations shall not affect the declarant's right, as a lot owner, to vote its units.

3. FEES FOR RECORD KEEPING The Association may impose reasonable fees for providing estoppel letters and changing the names of lots owners upon transfers of title.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE

1. **COMPOSITION AND TERM OF COMMITTEE.** The Board of Directors shall serve as the Architectural Control Committee ("ACC") or shall appoint such committee. The terms of the committee shall be the same as the term of the board of directors.
2. **APPROVAL REQUIRED FOR CONSTRUCTION AND MAINTENANCE.** No construction of any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon the property, nor shall any addition to or change or alterations to the exterior or the color thereof be made until sufficient plans and specifications and colors have been submitted to the ACC and unless such have been approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and environment and conformity with the design concept of the community by the ACC. Such approval or rejections shall be given within 30 days of a written submission of such plans. In the event any building, fence, wall mailbox or other improvement or structure shall be commenced, erected or moved or maintained (including change of color) upon the property, other than in accordance with this declaration, then the same shall be considered to have been undertaken in violation of this Declaration and upon written notice from the ACC such shall be removed or corrected. In the event that the correction is not completed with 15 days notice of such violation delivered to the owner of the lot where such violation exists, then the ACC as agent for the Association shall have the right to secure enforcement as provided in Article VIII hereof.
3. **DUTY OF OWNER TO MAINTAIN LOT.** All owners shall keep their lots mowed and properly maintained at all times, at a level equal to the better maintained lots, as determined by the ACC, in its sole judgment. If they do not, after ten days notice mailed regular mail to the last known address of owner, then the ACC may enter upon the lot and do all things necessary to mow and maintain same. In such event, the Owner of the lot, upon demand, shall pay the ACC an amount equal to all direct and indirect costs which shall be at least which is commonly charged commercially for such services as a charge hereunder. The ACC may adopt a different maintenance standard for unimproved lots or lots where improvements are under construction.
4. **DUTY OF OWNER TO MAINTAIN IMPROVEMENTS.** All owners shall repair such owner's dwelling unit and other improvements, keeping the same in a condition comparable to the condition of such residence and other improvements at the time of its initial construction, excepting only normal wear and tear. If they do not, after thirty days notice mailed regular mail to the last known address of owner, then the ACC may enter upon the lot and do all things necessary to maintain same to the standard here described. In such event, the Owner of the lot, upon demand, shall pay the ACC an amount equal to all direct and indirect costs which shall be at least which is commonly charged commercially for such services as a charge hereunder.
5. **RIGHT OF ACCESS.** The ACC, its agents, employees, contractors, successors and assigns shall have the right to enter upon any lot at any reasonable time to determine compliance with this or other provision of these covenants and to perform the powers granted the ACC and an easement is expressly granted for such purpose. Nothing here shall give the ACC the right to enter a lawfully occupied dwelling.
6. **CUMULATIVE ENFORCEMENT RIGHTS.** The ACC shall have the enforcement rights provided in this Article together with the rights set for in Article VII.
7. **RULES AND REGULATIONS.** The ACC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval.

ARTICLE VI. RESTRICTIVE COVENANTS

1. No lot shall be re-divided unless approved by the ACC.
2. No building shall be constructed on any lot on the properties except one single family detached dwelling unit. The ACC shall have the authority to establish minimum square footage of floor area for the various phases of the development.
3. No trade, business, service, professional care, instruction or manufacturing of any kind or nature whatsoever shall at any time be conducted on any of the property, however, Declarant and/or its successors and/or assigns may construct, operate and maintain model home centers on the property and such centers may be utilized for "Parade of Homes" type marketing events.
4. No part of the property, nor any improvements erected or placed thereon shall be used or occupied injuriously to affect the use, occupation or value of the adjacent premises.
5. No animals or pets of any kind shall be kept upon said property except ordinary household pets which shall not be a nuisance or annoyance to the neighbors. The ACC may impose further restrictions as to type, number and size of pets permitted.
6. No repairs or restorations of any motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any lot unless such repairs are conducted in an enclosed carport or garage nor shall any non-operable vehicle be regularly kept on a lot except in an enclosed carport or garage.
7. Unless approved by the ACC, no outside antennae of any type including, but not limited to satellite dishes shall be maintained or constructed on any lot.
8. The keeping or storing of any recreational vehicle, including a pickup camper, mobile home or travel trailer, or any boat, house boat or boat trailer on any lot is prohibited unless the same be housed completely within a structure.

9. No vehicle or trailer shall be parked, stored or otherwise left on any unpaved area. No vehicle shall be regularly parked in the right of way or roadway past 1 AM.

10. Any owner of land covered by these restrictive covenants (Article VI.) shall have the right of enforcement by appropriate judicial proceeding and may recover damage suffered as a result of violation, including reasonable attorneys fees in enforcement proceedings.

11. Nothing herein shall be interpreted to prevent the Declarant from the development of the properties and building by Declarant and others of residential and other structures on said property.

ARTICLE VII. AMENDMENTS

1. **DECLARANT'S RIGHTS** As long as Declarant owns property subject to this Declaration, the Declarant reserves the right to (a) amend this Declaration, (b) include in any deed any additional covenants and restrictions and (c) vacate the terms of this Declaration with respect to any property upon which there exists no substantially completed structure. As long as Declarant retains the right to amend, such amendment will require the prior approval of the Federal Housing Administration or the Veteran's Administration if either holds any interest in a Lot.

2. **MEMBER'S RIGHTS** Except as set forth above or otherwise provided, the owners of at least 2/3's of the lots may change or amend any provisions hereof.

ARTICLE VIII. REMEDIES FOR VIOLATIONS

If any person, corporation or other legal entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, the ACC or the Association to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions or to maintain a action in any court of competent jurisdiction against those so violating such restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. Any failure to enforce or to attempt to enforce any authority here contained shall not be deemed a waiver of the right to enforce the same thereafter. In the event that Declarant, the ACC or the Association shall prevail in any proceedings brought hereunder, the prevailing party shall be entitled to costs and a reasonable attorney fee, including fees on appeal.

ARTICLE IX. MISCELLANEOUS

1. **WAIVER OF PARTITION** There shall be no judicial partition of the common area, nor shall declarant, or any owner of any other person, acquiring any interest seek judicial partition thereof. However nothing contained herein shall be construed to prevent judicial partition of any lot owned in contiguity.


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

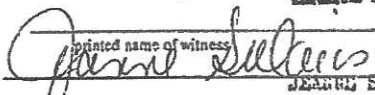
3. **DURATION** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of 30 years from the date hereof, and thereafter shall continue automatically in effect for additional periods of 10 years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

4. **SECTION HEADINGS** The section headings contained are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

5. **CONSTRUCTION AND INTERPRETATION** The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned residential community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

Signed, sealed & delivered
in our presence:



GEORGE E. TURB
printed name of witness


GEORGE E. DAVIS
printed name of witness

G. W. ROBINSON BUILDERS, INC.


By 

G. W. ROBINSON, President

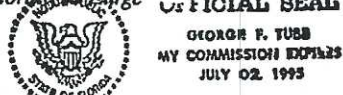
State of Florida
County of Alachua


The foregoing instrument was acknowledged before me this 30 day of July 1993 by G. W. Robinson, President of G. W. ROBINSON BUILDERS, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

My commission expires:
Signed, sealed & delivered
in our presence:



Notary Public
State of Florida

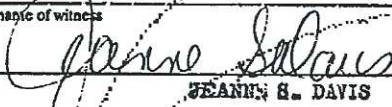




G. W. ROBINSON (seal)



GEORGE F. TUBB
printed name of witness



JEANNINE H. DAVIS
printed name of witness

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 30 day of July, 1992 by G. W. ROBINSON who is personally known to me or who has produced _____ as identification and who did not take an oath.

My commission expires:



Notary Public

