

THIS INSTRUMENT PREPARED BY:

JEFFREY R. DOLLINGER, ESQUIRE
SCRUGGS & CARMICHAEL, P.A.
ONE SE FIRST AVENUE
GAINESVILLE, FL 32601
TELEPHONE (352) 376-5242
FACSIMILE (352) 375-0690

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SANDY PINES ESTATES,
an unrecorded subdivision**

THIS DECLARATION is made by the George Wang and Grace Wang, husband and wife, as the "Developer", and Sandy Pines Estates Homeowners Association, Inc., a Florida not for profit corporation, as the "Association", who record this Declaration for the purposes expressed herein, and

W I T N E S S E T H :

WHEREAS, the Developer is the sole owner of the real property described as follows:

The North 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 10 South, Range 17 East, Alachua County, Florida, less the Right-of-Way for County Road 337 along the west boundary thereof.

WHEREAS, the Developer, for the purpose of developing a residential subdivision upon the real property described above, which shall be known as "Sandy Pines Estates", hereby imposes the covenants, conditions, and restrictions that are expressed within this Declaration upon said real property; and

WHEREAS, "Sandy Pines Estates" shall include Residential Lots and Private Access Easements as depicted on the unrecorded plat for "Sandy Pines Estates", and a copy of the unrecorded plat is attached hereto as Exhibit "A"; and

WHEREAS, "Sandy Pines Estates" shall also include stormwater and surface water management systems; and

WHEREAS, Sandy Pines Estates Homeowners Association, Inc., is a Florida not for profit corporation, and has been established for the benefit and enjoyment of the residents of Sandy Pines Estates and for the maintenance, operation, protection, and preservation of the Private Access Easements and of the stormwater and surface water management systems; and

WHEREAS, the Association shall have sufficient power and authority to prepare a budget and to collect

by assessment the funds reasonably necessary to assure the reasonable use, maintenance, operation, protection, and preservation of the Private Access Easements and of the stormwater and surface water management systems, and to assure compliance with applicable law as amended from time to time; and

THE DECLARATION

NOW, THEREFORE, based upon the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby declares the real property described above lying in Section 32, Township 10 South, Range 17 East, in Alachua County, Florida, shall hereafter be held, conveyed, transferred and sold subject to the following Declaration of Covenants, Conditions and Restrictions that are hereby imposed for the purpose of protecting the value and desirability of the residential lots and real property within "Sandy Pines Estates", and this Declaration shall run with and be a part thereof.

AND BASED UPON THE FOREGOING, the Developer further declares as follows:

ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to Sandy Pines Estates Homeowners Association, Inc., a Florida not-for profit corporation.

Section 2. "Association Directors" shall mean and refer to the Board of Directors of Sandy Pines Estates Homeowners Association, Inc.

Section 3. "Association Membership" shall mean and refer to the members of Sandy Pines Estates Homeowners Association, Inc.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions including all amendments hereto.

Section 5. "Developer" shall mean and refer to George Wang and Grace Wang, husband and wife, or their successors or assigns.

Section 6. "Lot" shall refer to any residential lot depicted on the unrecorded plat for "Sandy Pines Estates", with the unrecorded plat being attached to this Declaration as Exhibit "A", and with the legal description for each Lot being attached to this Declaration as Composite Exhibit "B".

Section 7. "Lot Owner" shall mean and refer to the legal titleholder to any Lot.

Section 8. "Private Access Easements" shall mean and refer to the three separate easements for ingress and egress to the residential lots as depicted on the unrecorded plat of "Sandy Pines Estates", and the Private

Access Easements shall include an easement as needed for the stormwater and surface water management systems and as needed to provide Public Utilities to the residential lots.

Section 9. "Surface Water or Stormwater Management System" shall mean and refer to any system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, and shall include but shall not be limited to retention areas, drainage structures, and drainage easements.

Section 10. "Sandy Pines Estates" shall mean and refer to all real property subject to this Declaration that is described above lying in Section 32, Township 10 South, Range 17 East, in Alachua County, Florida.

ARTICLE II: ADDITIONAL DECLARATIONS

In addition to the Declaration expressed above, the Developer further declares that all Lot Owners and residents of any Lot shall have the right to peacefully use and enjoy the Private Access Easements for the purpose of ingress and egress to their respective Lot, for the purpose of providing Public Utilities to their respective Lot, and for the purpose of providing the surface water or stormwater management system for Sandy Pines Estates, so long as the use is in a manner consistent with the intended use of the Private Access Easement. Use of the Private Access Easements comprising the surface water or stormwater management system shall be subject to the limitation that no usage thereof may result in the impairment or blockage of any component or individual element of either, including impairment or blockage to any swale, retention or detention area, drainage ditch or outfall ditch required by Alachua County, the State of Florida, the Suwannee River Water Management District, or any governmental or quasi-governmental body with Authority to regulate the same.

ARTICLE III: SANDY PINES ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 1. Incorporation and By-Laws. The Developer has incorporated a not for profit corporation under Florida law known as Sandy Pines Estates Homeowners Association, Inc., and a certified copy of the Articles of Incorporation is attached to this Declaration as Exhibit "C". The Association cannot be dissolved unless approved by vote of the Association as set forth within this Declaration, and unless dissolved in compliance with any applicable ordinance or law. The Association shall have the right from time to time to adopt by-laws and to adopt rules to govern the use of the Private Access Easement, and when so adopted shall be deemed automatically incorporated into this Declaration for purposes of enforcement thereof. The initial By-Laws of the Sandy Pines Estates Homeowners Association, Inc. are attached to this Declaration as Exhibit "D".

Section 2. Compliance with Florida law and Severability. It is the intent of the Developer and of the Association that the Association shall comply with all applicable law as amended from time to time. To the extent this Declaration conflicts the requirements of applicable law, the applicable law will control and only that

limited portion of this Declaration that conflicts with the applicable law will be of no force or effect so long as the conflict exists.

Section 3. Membership. Every Lot Owner is automatically a member of the Association, and membership shall be appurtenant to, and may not be separated from, ownership of the Lot.

Section 4. Voting Rights. Voting rights in the Association shall be one "Class A" vote per Lot as defined in the Association's Articles of Incorporation. If there is more than one owner of any Lot, the Lot Owners may designate fractional votes between themselves but may only cast a single vote. The Lot Owners may designate a representative to cast a vote, and the designation shall be furnished in writing to the Secretary of the Association and such designation shall remain in effect until amended or revoked in writing by the Lot Owners. Votes may be cast in person or by proxy. Proxy votes must be cast by use of the written form designated from time to time by the Secretary of the Association with proxy votes to be registered with the Secretary of the Association at or prior to any meeting at which a vote of the Association Membership is taken.

Section 5. Developer's Initial Control. The Articles of Incorporation provide that the Developer shall initially control the Association until control has been relinquished as provided for therein.

Section 6. Ownership of the Private Access Easements. The Developer shall convey the Private Access Easements together with each Lot. The Association shall assume control of and the responsibility for the maintenance, operation, protection, and preservation of the Private Access Easements, and shall utilize its authority to create a budget and levy assessments as necessary for said purpose. Lot Owners are prohibited from taking any action that would interfere or prevent the Association from fulfilling its responsibility to maintain, operate, protect, and preserve the Private Access Easements. A Lot Owner cannot convey the Private Access Easement except if such conveyance is in conjunction with and simultaneously with the conveyance of the Lot Owner's Lot.

Section 6. Surface Water and Stormwater Management System. The Association shall be responsible for the maintenance, operation, and repair of the surface water or stormwater management system(s) which shall mean the exercise of practices which allow systems to provide drainage, water storage, conveyance or surface water or stormwater management capabilities as permitted by the Suwannee River Water Management District, and Alachua County, Florida if required. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Suwannee River Water Management District, and Alachua County, Florida if required. The Association shall either maintain ownership or a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain, or repair the system. By this Declaration, the Association shall have the right to enter upon any Lot which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Suwannee River Water Management District and Alachua County, Florida. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Suwannee River Water Management District, or Alachua County, Florida if required. The Suwannee River

Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system, and to the extent authorized by law, Alachua County, Florida shall also have such right.

ARTICLE IV: COVENANTS FOR ASSESSMENTS

Section 1. Obligation for Assessments. Every Lot Owner shall be responsible for and shall pay the Association all annual assessments and special assessments due as of the date they purchase their Lot, and for all assessments due thereafter. No Owner may waive or otherwise escape liability for the assessment (including any interest, court costs, and reasonable attorneys fees incurred) by abandoning a Lot or by nonuse of the Private Access Easements.

Section 2. Annual Private Access Easement Assessment. The Annual Private Access Easements Assessment is the ordinary and reasonable expenses incurred by the Association to fulfill its obligation to control, maintain, operate, protect, repair, and preserve the Private Access Easements and the surface water or stormwater management systems, and may include a reasonable allowance for contingencies and reserves. The Annual Private Access Easement Assessment shall be determined annually by a vote of the Association Directors taken at the Association's Annual Meeting, and shall be divided into three distinct budgets, one for each Private Access Easement. The proposed Annual Private Access Easements Assessment separated into the three distinct budgets shall be included within the notice of the Association's Annual Meeting, and the matters involving the Annual Private Access Easements Assessment shall be open for discussion at the Annual Meeting. The three Private Access Easements shall be designated as follows: "Northern" Private Access Easement (which is adjacent to Lots #'s 1, 2, 12, 13, 14, 15, 19), "Middle" Private Access Easement (which is adjacent to Lots #'s 3, 4, 10, 11, 16, 17, 18), and "Southern" Private Access Easement (which is adjacent to Lots #'s 5, 6, 8, 9). The Annual Private Access Easement Assessment for each Lot shall be determined by dividing the budget amount for a specific Private Access Easement by the number of Lots adjacent to that Private Access Easement, with each Lot adjacent to a specific Private Access Easement having an equal share of the Annual Private Access Easement Assessment for that easement. At any time during the discussion of the Annual Private Access Easement Assessment or after the discussion has concluded, the Association Directors shall cast their vote for an Annual Private Access Easement Assessment, and the Annual Private Access Easement Assessment shall be assessed upon approval by a majority of the Association Directors. The Annual Private Access Easement Assessment shall be payable at a time and place designated by the Association Directors, and holders of mortgages encumbering Lots shall not be responsible to collect an assessment and remit the same to the Association.

Section 3. Annual Assessment. The Annual Assessment is the total amount needed by the Association to fulfill its obligations and responsibilities, other than those obligations and responsibilities provided for within Section 2 above regarding the Annual Private Access Easement Assessment, and may include taxes levied against Association property; premiums for policies of insurance; and a reasonable allowance for contingencies and reserves. The Annual Assessment shall be determined annually by a vote of the Association Directors taken at the Association's Annual Meeting. The proposed Annual Assessment shall be included within the notice of

the Association's Annual Meeting, and the matters involving the Annual Assessment shall be open for discussion at the Annual Meeting. At any time during the discussion of the Annual Assessment or after the discussion has concluded, the Association Directors shall cast their vote for an Annual Assessment, and the Annual Assessment shall be assessed upon approval by a majority of the Association Directors. The Annual Assessment for each Lot shall be determined by dividing the total Annual Assessment by the number of Lots within Sandy Pines Estates, with each Lot having an equal share of the Annual Assessment. The Annual Assessment shall be payable at a time and place designated by the Association Directors, and holders of mortgages encumbering Lots shall not be responsible to collect an assessment and remit the same to the Association.

Section 4. Special Assessment. A Special Assessment may be established at any time for the purpose of: protecting the value and desirability of the Lots within "Sandy Pines Estates"; assuring the use, maintenance, operation, protection, and/or preservation of the Private Access Easements; providing a reasonable allowance for contingencies and/or reserves; and/or defraying, in whole or part, the costs of any construction, reconstruction, repair or replacement of capital improvements or property owned by the Association. The Special Assessment for each Lot shall be determined by dividing the total Special Assessment by the number of Lots within Sandy Pines Estates, with each Lot having an equal share of the Special Assessment. The Special Assessment shall be established at a meeting of the Association duly held and noticed, with the requirement that the notice for the meeting shall include the proposed Special Assessment, and must be approved by no less than a two-thirds vote of the Association Membership. The Special Assessment shall be payable at a time and place designated by the Association Directors, and holders of mortgages encumbering Lots shall not be responsible to collect an assessment and remit the same to the Association.

Section 5. Assessment for Violations of this Declaration. In the event the Association expends any sum in the enforcement of this Declaration or in taking those steps necessary to bring the Lot into compliance with this Declaration, the Association Directors shall assess the Lot for said sum expended without the requirement to hold a meeting of the Association Membership, and said assessment shall be as of the date said sum was expended. Notice of the assessment shall be provided to the Lot Owner at the last known address for the Lot Owner per the Association's records, and the amount assessed shall be immediately due and owing.

Section 6. Personal Obligation and Lien for Nonpayment of Assessments. Any assessment not paid within thirty days of its due date shall be delinquent, and shall bear interest from the due date at the highest rate allowed by law 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 the payment of all amounts due. The total amount due shall include the assessment, interest accrued at the highest rate allowed by law since the due date, and costs and attorneys' fees incurred in all collection efforts (including the fees and costs of preparing and filing the lien, satisfying the lien, and pursuing a civil action to foreclose the lien). The total amount due shall be a continuing lien on the Lot until paid in full, and the Association may bring a civil action to foreclose the lien in a like manner as an action to foreclose a mortgage. The lien of any assessment is subordinate to the lien of any first mortgage. The total amount due shall be a personal obligation of the current Lot Owner at the time the amount became due and shall also be a personal obligation of any subsequent Lot Owner, jointly and severally. Notwithstanding the foregoing, liability for any Lot Owner is limited to that amount for which they would be legally responsible under Florida law.

Section 7. Developer's Obligation for Assessments. So long as the Developer controls the affairs and operations of the Association as provided for within the Association's Articles of Incorporation, the Developer shall not be liable for an assessment, but instead shall be liable for an amount necessary to pay a shortfall in funds that are necessary for the Association to pay its obligations as they become due, and the Developer's liability shall be limited to an amount equal to the assessment per Lot for the number of Lots owned by the Developer.

ARTICLE V: INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. To the extent the Association owns or controls property, improvements, and fixtures that are insurable, the Association shall keep all such improvements and fixtures insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the association are Common Expenses included in the Common Assessments made by the Association. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property that may have been damaged or destroyed.

ARTICLE VI: ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An Architectural Control Committee is hereby established to promote and maintain the value of the Lots and homes constructed thereon and to insure harmony of development within Sandy Pines Estates. So long as the Developer controls the affairs and operations of the Association as provided for within the Association's Articles of Incorporation, the Architectural Control Committee shall have three members appointed by the Developer. Once the Developer no longer controls the affairs and operations of the Association, the number of members on the Architectural Control Committee and the selection of the membership to serve on the Architectural Control Committee shall be determined by the Association Directors.

Section 2. Approval by Architectural Control Committee.

(a) The Architectural Control Committee shall maintain a list of architectural guidelines, and shall publish and may amend them from time to time for the benefit of the Lot Owners, builders, architects, designers and others interested in improving any Lot. The Lot Owner shall obtain a written approval from the Architectural Control Committee before commencing any site work, installing any landscaping or changing or altering any

existing landscaping, installing any utilities or any extensions thereof, installing any drainage or making improvements thereto, paving, erecting any fencing, constructing or erecting any wall or other physical or structural improvement, changing or altering any existing structure or improvement, or erecting or installing any antenna or satellite dish.

(b) Prior to commencing any work on any Lot, the Lot Owner shall submit to the Architectural Control Committee plans depicting the nature, size, workmanship, design, size, shape, finished grade elevation, height, materials, and color to be used, and the plans and specifications must include sufficient detail to permit the Architectural Control Committee to provide the appropriate review for the purpose of approving the same. Prior to commencing construction of any building on any Lot, the Lot Owner shall submit to the Architectural Control Committee two copies of the complete building plans that have been submitted to obtain a required building permit, which shall include at a minimum a plot or parcel plan, grading plan, landscaping plan, and exterior materials and color selection specifications.

(c) The Architectural Control Committee shall review all plans and specifications that have been submitted for the purpose of assuring that the proposed construction or improvement will promote and maintain the value of the Lots and homes constructed thereon and to insure harmony of development within Sandy Pines Estates, and upon meeting this standard and complying with the requirements of the Architectural Control Committee, the plans and specifications shall be approved.

(d) Refusal or approval of plans and/or specifications may be based upon any ground, including purely aesthetic grounds, which shall be in the sole and uncontrolled discretion of the Architectural Control Committee as it deems necessary or proper to promote and maintain the value of the Lots and homes constructed thereon and to insure harmony of development within Sandy Pines Estates. Refusal may also be based upon the failure of the Lot Owner to submit the necessary plans and specifications required for an appropriate review. The issuance of a building permit or license approving plans or specifications that are not in compliance with this Declaration shall not be a waiver from the requirement that the Lot Owner comply with this Declaration.

(e) To defray administrative expenses of the Committee, a non-refundable processing fee of two Hundred Dollars (\$200) shall be remitted with each set of plans and specifications that have been submitted for improvements with a cost in excess of Five Hundred Dollars (\$500). The Architectural Control Committee shall have thirty days after receiving the processing fee and the appropriate plans and specifications as reasonably required, to approve or disapprove of the same, and failure to render a finding within that period shall result in an exemption for said plans and specifications and it shall be deemed as if the Lot Owner had fully complied with this Declaration.

(f) In the event a Lot Owner erects a home, building, or other improvement, or its construction has been substantially advanced, in violation of this Declaration, the Association and the Developer shall have the right to enforce this Declaration and may seek a remedy in a Court of competent jurisdiction, including an injunction or order requiring removal of the improvements constructed without Architectural Control Committee written consent, and/or recovery of damages that have been incurred by the Association or the Developer to correct any violation or to enforce this Declaration. In the event the Association expends funds for any of said purposes, the Lot Owner shall be responsible for all such costs incurred by the Association, and the Association shall recover

the amount incurred by assessment and all remedies available for enforcing and collecting the assessment as provided for within this Declaration.

(g) In the event a violation occurs which in the opinion of the Committee is of a minor or insubstantial nature, the Architectural Control Committee may release the home, building, or other improvement from the application of this Declaration, but such finding must be agreed to in writing by the Architectural Control Committee and then approved by a majority of the Association Directors.

Section 3. Single Family Structures Only. No building or structure of any kind other than a single family dwelling shall be built on any Lot, except that in-ground swimming pools, one detached garage or one accessory building (meaning a detached garage or a storage shed, which may be denied or limited as to location if the Architectural Control Committee deems such to be inconsistent with the appearance of Sandy Pines Estates) may be constructed on a Lot in conjunction with the dwelling. Mobile homes and prefabricated homes are not permitted on any Lot, either temporarily or permanently, except with prior approval of the Architectural Control Committee if used temporarily by a Contractor during the initial construction of a dwelling. Temporary and permanent occupancy is permitted only in a permanent building designed for residential occupancy.

Section 4. Fencing. All fencing shall not exceed six (6) feet in height. Chain link fencing is not allowed.

Section 5. Square Footage. No dwelling shall be constructed on any Lot that contains less than 1800 square feet of heated and cooled living area, excluding non-air conditioned porches and garages.

Section 6. Antenna/Small Satellite Dish. A Lot Owner may erect one (1) exterior satellite dish with a radius not to exceed 24 inches and one radio/television antenna upon a Lot, provided that it is placed in a location to provide minimum visibility and exposure to the street, vehicular traffic, or neighbors.

Section 7. Mailboxes and Newspaper Delivery. All mailboxes and newspaper delivery receptacles shall be in a group or cluster of boxes as provided by the United States Postal Service. No other "boxes" or the like, such as individual mailboxes or newspaper boxes, shall be permitted on any Lot or on Private Access Easements.

Section 8. Tree Removal. Trees over 8 inches in diameter at four (4) feet in height shall not be removed without prior approval of the Architectural Control Committee.

Section 9. Driveways. Each single-family dwelling shall have a driveway and parking area. No motor vehicles shall be parked, stored or otherwise left on any Private Access Easement within Sandy Pines Estates.

Section 10. General Construction Requirements. Any construction commenced on any Lot shall be completed within eight (8) months from the date of the first delivery of any construction materials to the site. All construction of any improvement on any Lot shall be in full compliance with federal, state, and municipal laws, regulations, ordinances, or requirements. An approved rubbish receptacle holding a minimum of 8 cubic yards shall be required at each job site from the time the concrete slab is poured until the Lot has been landscaped. Job sites shall be kept clean and free of debris.

ARTICLE VII: LAND USE RESTRICTIONS

Section 1. Private Access Easements. The Private Access Easements may not be used in a manner that would destroy them or that would create a nuisance or safety hazard, and the Association Directors have authority to take reasonable steps to prevent any such use. Motorized vehicle use on any Private Access Easements shall not exceed a speed of 15 MPH.

Section 2. Prohibition of Business Purposes. No trade, business, service, professional care, instructions or manufacture of any kind whatsoever, shall at any time be conducted on any Lot, nor shall any building be erected thereon to be used for such purpose, except that certain at-home occupations may be permitted as approved by the Architectural Control Committee. The Architectural Control Committee shall review such documentation and information necessary or beneficial to evaluate the request, and may subject its approval with reasonable conditions or restrictions it deems appropriate.

Section 3. Nuisances. Except during construction, no Lot shall be used for the storage of rubbish. On improved lot, all trash, garbage or other waste shall be kept in sanitary containers properly concealed from public view. No activity shall be conducted on any Lot that may be or become an annoyance or nuisance to the other residents of Sandy Pines Estates.

Section 4. Maintenance. All Lot Owners shall keep their Lot in a good and reasonable state of repair and appearance and shall not allow the accumulation of junk or waste on the Lot. If the Lot Owner refuses or fails to properly maintain the Lot, and after fifteen days written notice to the Lot Owner at the last known address maintained in the Association's records, the Association may take those actions reasonably necessary to prevent further loss or destruction, or to prevent a nuisance or a safety hazard, or to enforce this Declaration. In the event the Association expends funds for any of said purposes, the Lot Owner shall be responsible for all such costs incurred the by Association, and the Association shall recover the amount incurred by assessment and all remedies available for enforcing and collecting the assessment as provided for within this Declaration.

Section 5. Animals. Only ordinary household pets are permitted on any Lot, with a maximum of three (3) dogs and three (3) cats as permanent pets per Lot. Horses and cows are permitted if and as permitted by Alachua County or the City of Newberry. No fowl, goats, swine, poultry or other animals of any kind shall be kept or allowed on any Lot or any portion thereof. Nothing contained herein shall entitle a Lot Owner to continue to maintain any permitted pet if said animal(s) is by behavior, noise, odor, or otherwise causing a recurring nuisance, disturbance, or eyesore which adversely affects the rights of other Lot Owners, as determined by the Association Directors.

Section 6. Insurance and Casualty Damage. Every Lot Owner is required to maintain at all times once the Lot is improved, a policy of insurance for fire and other casualty, with coverage adequate to pay the total cost of any repair or reconstruction that may be needed. The Association has the right to demand proof of insurance coverage. All repair and reconstruction work shall commence within ninety days of receiving the initial payment of the insurance proceeds paid for the loss, or within ninety days after it has been determined

there will be no insurance coverage for the loss. All repair and reconstruction shall be in substantially the same form as set forth in the original plans and specifications approved by the Architectural Control Committee. If the Lot Owner refuses or fails to commence repair or reconstruction within the ninety day period, and after fifteen days written notice to the Lot Owner at the last known address, the Association may take those actions reasonably necessary to prevent further loss or destruction, or to prevent a nuisance or a safety hazard, or to enforce this Declaration. The Association may enforce this Section by levying a \$100.00 per day agreed fine for each day the Lot Owner so fails or refuses. In the event the Association expends funds for any of said purposes or levies the \$100.00 per day agreed fine, the Lot Owner shall be responsible for all such costs incurred by the Association and for the \$100.00 per day agreed fine, and the Association shall recover the amount incurred and the \$100.00 per day agreed fine by assessment and all remedies available for enforcing and collecting the assessment as provided for within this Declaration.

Section 7. Clothing and Furnishings. No clothing, household fabrics, or furnishings shall be hung or placed on any Lot, unless it is hung or placed directly behind the house in a location to provide minimum visibility and exposure to the street, vehicular traffic, or neighbors, and shall be removed from view when not in use. Clothes may only be hung from a retractable hanging device.

Section 8. Traffic and Motor Vehicles, Trailers, Boats, Recreational Vehicles. All motor vehicle traffic within Sandy Pines Estates must be in a manner that does not create a nuisance to the Lot Owners and residents of Sandy Pines Estates and that does not destroy or damage the roadways within Sandy Pines Estates. No commercial vehicles (other than those present for business purposes), boats, trailers, campers, or any vehicles commonly known as a recreational vehicle, may be parked or stored on any Lot except in the garage or accessory building.

Section 9. Signs and Model Homes. No signs of any nature or type shall be displayed on any Lot, other than a "For Sale" signs that does not exceed six (6) foot square and there is a limit of one sign per Lot; provided, however, that the Developer shall have the right to erect and maintain signs of a size that it deems necessary to advertise and promote Sandy Pines Estates. In addition, the Developer may construct and operate one or more model homes within Sandy Pines Estates that will be open to the public seven (7) days a week during reasonable hours as it deems necessary to sell the Lots, and the Developer may erect the signs that will be necessary to promote the sale of Lots and to provide information at the model homes.

Section 10. Further Subdivision. No Lot shall be subdivided without first obtaining unanimous approval from all other Lot Owners and any required governmental approval.

Section 11. Restriction Against Interference with Water Drainage. Neither the Association nor any Lot Owner may construct on any Lot any structure or improvement which shall impair, restrict or limit water drainage from said Lot and no usage may be made of any real property located in Sandy Pines Estates which would result in a modification of a surface water or stormwater management system as approved by Alachua County, Florida, the State of Florida, the Suwannee River Water Management District, or any governmental or quasi-governmental body with authority to regulate the same.

ARTICLE VIII: GENERAL PROVISIONS

Section 1. Effective Date and Duration. This Declaration shall become effective upon being recorded in the Public Records of Alachua County, Florida, and this Declaration shall continue in full force and effect until this Declaration terminated. This Declaration may be terminated by an amendment to this Section.

Section 2. Enforcement. The Association and any Lot Owner shall have the right to enforce this Declaration or to prevent a violation of this Declaration, either by injunction or by proceeding in a court of competent jurisdiction, or by any other lawful proceeding, and shall have the right to recover damages resulting from said violation or incurred in the enforcement of this Declaration. The failure to enforce this Declaration in any part or manner shall in no event be deemed a waiver of the right to enforce this Declaration as to the same breach or violation at any other time.


Section 3. Amendments. This Declaration may be amended by the affirmative vote of no less than two-thirds of the Lot Owners (as determined on the date of the vote), provided the vote is taken at a meeting of Association Membership that has been duly noticed and that the notice of the meeting included a description of the vote to be taken and included the text of the proposed amendment to this Declaration. An amendment to this Declaration shall not become effective until it has been reduced to a written instrument that has been properly executed by all of the Association Directors and then recorded in the Public Records of Alachua County, Florida. Any amendment that alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Private Access Easements, must have the prior approval of the Suwannee River Water Management District. At such time the Developer no longer controls the affairs and operations of the Association pursuant to the Articles of Incorporation, the Developer shall provide written notice to the Association Membership by U.S. Mail at the last known address of each Lot Owner based upon the records maintained by the Association.

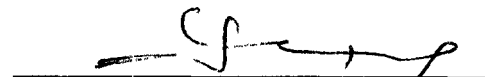
Section 4. Notices. Any notice required to be sent to any Lot Owner or resident of any Lot pursuant to this Declaration shall be deemed properly sent when mailed by United States Mail, first class, postage prepaid, to the last known address as maintained in the records of the Association. When in doubt, the notice may be mailed to the address listed in the records of the Tax Collector of Alachua County, Florida.

Section 5. Compliance with Florida Law. This Declaration is intended to comply with Florida Law, including Chapters 617 and 720 of the Florida Statutes, and to the extent that any provision herein conflicts with or would be a violation of Florida Law, then such provision herein shall have no force or effect and Florida Law shall be applied. The remaining provisions of this Declaration not in conflict or violation shall remain in full force and effect.


IN WITNESS WHEREOF, Developer and Association has caused these documents to be executed this 14th day of Nov, 2002.

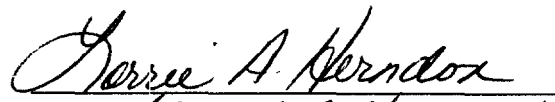
The "Developer":


by George Wang


by Grace Wang


SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:


name: ROBERT A STEIN
witness as to all


name: LORRIE A HERNDON
witness as to all


STATE OF FLORIDA
COUNTY OF ALACHUA


The foregoing instrument was acknowledged before me this 14th day of NOV, 2002 by George Wang and Grace Wang, who are personally known to me [X] OR have produced a Florida Drivers License as identification [].

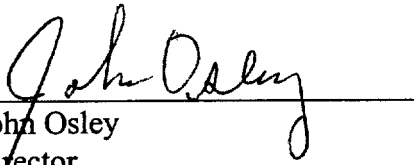

Notary Public, State of Florida
(notary seal)




**The "Association": Sandy Pines Estates Homeowners Association, Inc.,
a Florida corporation not for profit**

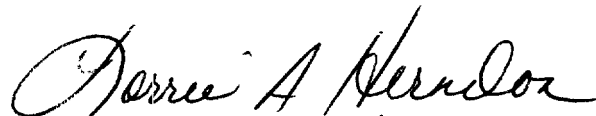

by George Wang
as Director


by Grace Wang
as Director


by John Osley
as Director


SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:


name: ROBERT A. STAN
witness as to all


name: LORRIE A. HERNDON
witness as to all

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14th day of Nov., 2002 by George Wang, Grace Wang, and John Osley, as the Directors of the Sandy Pines Estates Homeowners Association, Inc., on behalf of the corporation, who are personally known to me [X] OR have produced a Florida Drivers License as identification [].


Notary Public, State of Florida
(notary seal)

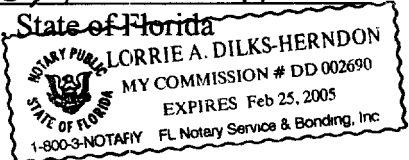
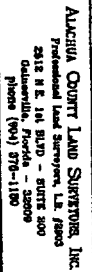
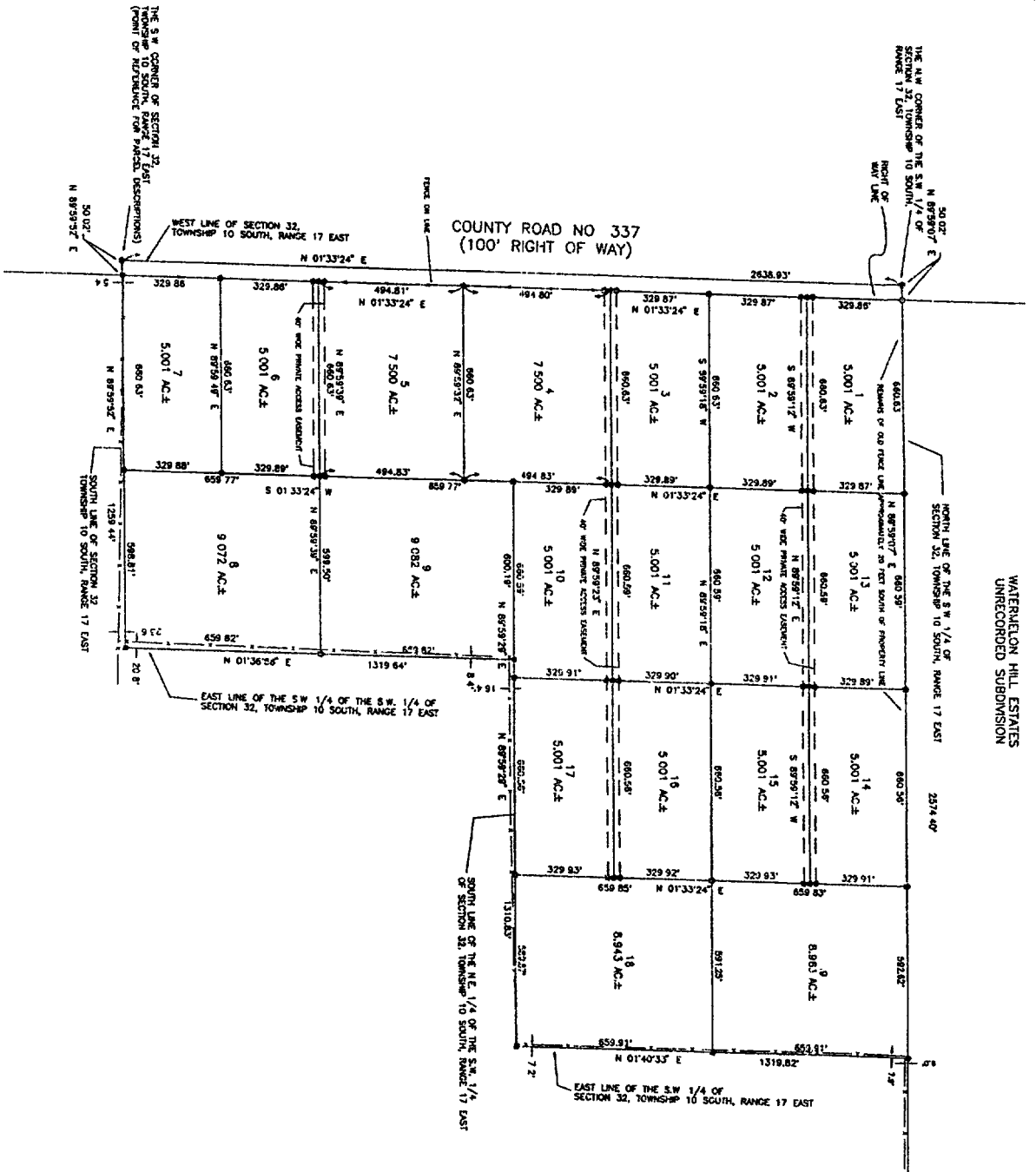

NOTARY PUBLIC
LORRIE A. DILKS-HERNDON
MY COMMISSION # DD 002690
EXPIRES Feb 25, 2005
1-800-3-NOTAFIY FL Notary Service & Bonding, Inc

EXHIBIT "A"



**BOUNDARY SURVEY
IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST
ALACHUA COUNTY, FLORIDA**



WATERMELON HILL ESTATES

LEGEND:

- 2 4"X6" CONCRETE ANCHORING IRONS (2ND BENCH) W/ING
 - 3 4"X6" CONCRETE ANCHORING SET (BENCH) FR. L.S. (37M)
 - 4 5/8" STEEL ROD & CAP SET (37M) 2ND L.B. 1 (3)
- PRICE LOW.

SURVEYOR'S NOTES:

THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED PLUMBING OF N 01°33'24"E. ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 10 SOUTH RANGE 17 E-ST. ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION:

(AS PURNISHED)

SEE THE PRELIMINARY SHEETS FOR MCQUINN LOT DESIGN ONE

*SEE TYPEWRITTEN SHEETS FOR NO. 4004A LOT DESCRIBED ON 5

CERTIFIED TO:
GEORGE WANG

GEORGE WANE

COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE OF A RESEARCHER

[illegible][illegible]

COMPOSITE EXHIBIT "B"

ALACHUA COUNTY LAND SURVEYORS, INC.



Professional Surveying and Mapping
2512 N.E. 1st Blvd. * Suite 200 * Gainesville, FL. 32609
Phone (352) 376-1180 * Fax (352) 375-0600

Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 1
JOB NO. 200-146

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 1 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2309.07 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 329.86 FEET TO A STEEL ROD AND CAP AT THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN N.89°59'07"E., ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.87 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'12"W., A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS THE SOUTH 20 FEET THEREOF.

ALACHUA COUNTY LAND SURVEYORS, INC.



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Stacy A. Hall, P.S.M.

JULY 5, 2000
PARCEL NO. 2
JOB NO. 200-146

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 2 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1979.20 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 329.87 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'12"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.89 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'18"W., A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS THE NORTH 20 FEET THEREOF.

ALACHUA COUNTY LAND SURVEYORS, INC.



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Stacy A. Hall, P.S.M.

JULY 5, 2000
PARCEL NO. 3
JOB NO. 200-146

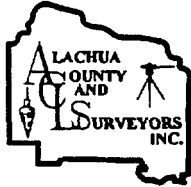
LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 3 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1649.33 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 329.87 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'18"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.89 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'23"W., A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS THE SOUTH 20 FEET THEREOF.

ALACHUA COUNTY LAND SURVEYORS, INC.



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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 4
JOB NO. 200-146

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 4 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1154.53 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 494.80 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'23"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 494.83 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'32"W., A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 7.500 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS THE NORTH 20 FEET THEREOF.

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 5
JOB NO. 200-146

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 5 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.72 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 494.81 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'32"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 494.83 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'39"W., A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 7.500 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS THE SOUTH 20 FEET THEREOF.

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 6
JOB NO. 200-146

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 6 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 329.86 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 329.86 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'39"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.89 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'49"W., A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS THE NORTH 20 FEET THEREOF.

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 7
JOB NO. 200-146

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 7 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY) AND THE TRUE POINT OF BEGINNING; THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 329.86 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'49"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.88 FEET TO A STEEL ROD AND CAP ON THE AFOREMENTIONED SOUTH LINE OF SECTION 32; THENCE RUN S.89°59'52"W., ALONG SAID SOUTH LINE, A DISTANCE OF 660.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 8
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 8 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.72 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'39"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'39"E., A DISTANCE OF 599.50 FEET TO A STEEL ROD AND CAP ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.01°36'58"W., ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 659.82 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.89°59'52"W., ALONG THE AFOREMENTIONED SOUTH LINE OF SECTION 32, A DISTANCE OF 598.81 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 659.77 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 9.072 ACRES MORE OR LESS.

TOGETHER WITH AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND SAID STRIP OF LAND LOCATED WITHIN 20.00 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'02"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT

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Stacy A. Hall, P.S.M.

SHEET 2 OF 2
PARCEL NO. 8
JOB NO. 200-146

AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.72 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO BEGIN ON SAID EAST RIGHT OF WAY LINE; THENCE RUN N.89°59'39"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AT THE TERMINUS OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO TERMINATE ON A LINE BEARING N.01°33'24"E. AND S.01°33'24"W. FROM SAID TERMINUS.

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Stacy A. Hall, P.S.M.

JULY 5, 2000
PARCEL NO. 9
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 9 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.72 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'39"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE RUN N.01°33'24"E., A DISTANCE OF 659.77 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'29"E., A DISTANCE OF 600.19 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.01°36'58"W., ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 659.82 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'39"W., A DISTANCE OF 599.50 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 9.082 ACRES MORE OR LESS.

TOGETHER WITH AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND SAID STRIP OF LAND LOCATED WITHIN 20.00 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'02"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY);

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Stacy A. Hall, P.S.M.

SHEET 2 OF 2
PARCEL NO. 9
JOB NO. 200-146

THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 659.72 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO BEGIN ON SAID EAST RIGHT OF WAY LINE; THENCE RUN N.89°59'39"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AT THE TERMINUS OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO TERMINATE ON A LINE BEARING N.01°33'24"E. AND S.01°33'24"W. FROM SAID TERMINUS.

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 10
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 10 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1649.33 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'23"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'23"E., A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.91 FEET TO A STEEL ROD AND CAP ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.89°59'29"W., ALONG SAID SOUTH LINE, AND A WESTERLY PROJECTION THEREOF, A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.89 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

ALACHUA COUNTY LAND SURVEYORS, INC.



Professional Surveying and Mapping
2512 N.E. 1st Blvd. * Suite 200 * Gainesville, FL. 32609
Phone (352) 376-1180 * Fax (352) 375-0600

Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 11
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 11 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1649.33 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'23"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'23"E., A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.90 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'18"W., A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.89 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 12
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 12 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2309.07 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'12"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'12"E., A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.91 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'18"W., A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.89 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND BEING LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 13
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 13 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2309.07 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'12"E., A DISTANCE OF 660.63 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'12"E., A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.89 FEET TO A STEEL ROD AND CAP ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.89°59'07"W., ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 660.59 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.87 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND BEING LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 14
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 14 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2309.07 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'12"E., A DISTANCE OF 1321.22 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'12"E., A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.91 FEET TO A STEEL ROD AND CAP ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.89°59'07"W., ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.89 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND BEING LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 15
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 15 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2309.07 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'12"E., A DISTANCE OF 1321.22 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'12"E., A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.93 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'18"W., A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.91 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND BEING LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 16
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 16 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1649.33 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'23"E., A DISTANCE OF 1321.22 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'23"E., A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.92 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'18"W., A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.90 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
PARCEL NO. 17
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 17 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1649.33 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'23"E., A DISTANCE OF 1321.22 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.89°59'23"E., A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN S.01°33'24"W., A DISTANCE OF 329.93 FEET TO A STEEL ROD AND CAP ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE RUN S.89°59'29"W., ALONG SAID SOUTH LINE, A DISTANCE OF 660.56 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.91 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 5.001 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

ALACHUA COUNTY LAND SURVEYORS, INC.



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2512 N.E. 1st Blvd. * Suite 200 * Gainesville, FL 32609
Phone (352) 376-1180 * Fax (352) 375-0600

Stacy A. Hall, P.S.M.

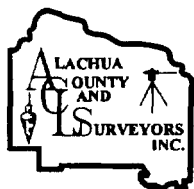
JULY 12, 2000
PARCEL NO. 18
JOB NO. 200-146
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 18 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1649.33 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'23"E., A DISTANCE OF 1981.78 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.92 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'18"E., A DISTANCE OF 591.25 FEET TO A STEEL ROD AND CAP ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.01°40'33"W., ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 659.91 FEET TO A STEEL ROD AND CAP AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN S.89°59'29"W., ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 589.87 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.93 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8.943 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND BEING LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
 PARCEL NO. 19
 JOB NO. 200-146
 SHEET 1 OF 2

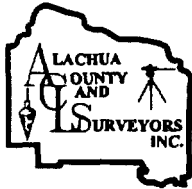
LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING KNOWN AS PARCEL NO. 19 OF AN UNRECORDED SUBDIVISION SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2309.07 FEET TO A STEEL ROD AND CAP; THENCE RUN N.89°59'12"E., A DISTANCE OF 1981.78 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.91 FEET TO A STEEL ROD AND CAP ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE RUN N.89°59'07"E., ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 592.62 FEET TO A STEEL ROD AND CAP AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE RUN S.01°40'33"W., ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 32, A DISTANCE OF 659.91 FEET TO A STEEL ROD AND CAP; THENCE RUN S.89°59'18"W., A DISTANCE OF 591.25 FEET TO A STEEL ROD AND CAP; THENCE RUN N.01°33'24"E., A DISTANCE OF 329.93 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8.963 ACRES MORE OR LESS.

SUBJECT TO AND RESERVING UNTO THE GRANTORS HIS HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER, AND ACROSS A 40 FOOT WIDE STRIP OF LAND BEING LOCATED WITHIN 20 FEET OF AND ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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Stacy A. Hall, P.S.M.

JULY 12, 2000
EASEMENT FOR PARCELS 10, 11, 16, 17, & 18
JOB NO. 200-146
SHEET 2 OF 2

EASEMENT DESCRIPTION

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1649.33 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO BEGIN ON SAID EAST RIGHT OF WAY LINE; THENCE RUN N.89°59'23"E., A DISTANCE OF 1981.78 FEET TO A STEEL ROD AND CAP AT THE TERMINUS OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO TERMINATE ON A LINE BEARING N.01°33'24"E. AND S.01°33'24"W. FROM SAID TERMINUS.

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Stacy A. Hall, P.S.M.


JULY 12, 2000
EASEMENT FOR PARCELS 12, 13, 14, 15, & 19
JOB NO. 200-146
SHEET 2 OF 2

EASEMENT DESCRIPTION

COMMENCE AT A NAIL AND DISK AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 32, TOWNSHIP 10 SOUTH, RANGE 17 EAST, FOR THE POINT OF REFERENCE AND RUN N.89°59'52"E., ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 50.02 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH LINE OF SECTION 32 WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 337 (100 FOOT RIGHT OF WAY); THENCE RUN N.01°33'24"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2309.07 FEET TO A STEEL ROD AND CAP AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO BEGIN ON SAID EAST RIGHT OF WAY LINE; THENCE RUN N.89°59'12"E., A DISTANCE OF 1981.78 FEET TO A STEEL ROD AND CAP AT THE TERMINUS OF SAID CENTERLINE, EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO TERMINATE ON A LINE BEARING N.01°33'24"E. AND S.01°33'24"W. FROM SAID TERMINUS.

EXHIBIT "C"

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SANDY PINES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on December 9, 2002, as shown by the records of this office.

The document number of this corporation is N02000009508.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eleventh day of December, 2002



CR2EO22 (7-02)

Jim Smith
Jim Smith
Secretary of State

FILED
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF INCORPORATION
OF
SANDY PINES ESTATES
HOMEOWNERS ASSOCIATION, INC.
A Florida nonprofit corporation**

The undersigned, acting as Incorporator of a Florida nonprofit corporation under the Florida Not for Profit Corporation Act, Chapter 617 of the Florida Statutes, hereby adopts the following Articles of Incorporation for such Corporation:

ARTICLE I – NAME AND DEFINITIONS

The name of the Corporation is **SANDY PINES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation**, with a mailing address of its principal office being at 7516 West Newberry Road, in Gainesville, Alachua County, Florida 32606. For purposes of these Articles of Incorporation, the following definitions shall apply:

1. "Association" shall mean and refer to Sandy Pines Estates Homeowners Association, Inc., a Florida not-for profit corporation.
2. "Association Directors" shall mean and refer to the Board of Directors of Sandy Pines Estates Homeowners Association, Inc.
3. "Association Membership" shall mean and refer to the members of Sandy Pines Estates Homeowners Association, Inc.
4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Sandy Pines Estates and all amendments thereto.
5. "Developer" shall mean and refer to George Wang or his successors or assigns.
6. "Lot" shall refer to any residential lot depicted on the unrecorded plat for "Sandy Pines Estates"
7. "Lot Owner" shall mean and refer to the legal titleholder to any Lot.
8. "Private Access Easements" shall mean and refer to the three separate easements for ingress and egress to the residential lots as depicted on the unrecorded plat of

"Sandy Pines Estates", and shall include an easement as needed for the stormwater and surface water management systems and as needed to provide Public Utilities to the residential lots.

9. "Surface Water or Stormwater Management System" shall mean and refer to any system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, and shall include but shall not be limited to retention areas, drainage structures, and drainage easements.
10. "Sandy Pines Estates" shall mean and refer to the real property lying in Section 32, Township 10 South, Range 17 East, in Alachua County, Florida that is subject to the Declaration of Covenants, Conditions and Restrictions for Sandy Pines Estates and all amendments thereto.

ARTICLE II – COMMENCEMENT OF CORPORATION

The Association's existence shall commence upon the filing of these Articles with the Department of State of the State of Florida, and its existence shall continue thereafter in perpetuity in conformity with the Declaration.

ARTICLE III – PURPOSE AND POWERS

The Association has been organized for the purpose of administering the affairs of the Association, including operating and managing the Association's property, the Private Access Easements, the surface water or stormwater management systems, and all other real and personal property which is owned by the association or the owners in common, and the Association has sufficient power and authority to that purpose. In addition, the Association shall have specific power and authority to do the following:

- a. To operate, maintain and manage the surface water or stormwater management systems in a manner consistent with the requirements and applicable District rules for such purpose pursuant to a permit to be issued by the Suwannee River Water Management District, and shall assist in the enforcement of the Declaration provisions that relate to the surface water and stormwater management system.
- b. To fix and make assessments against each Lot Owner and collect the assessment and costs or attorney's fees incurred in the collection thereof by any lawful means including the filing of a lien to encumber any Lot for which the assessment is owed, and

foreclosing the same under the laws of the State of Florida.

- c. To purchase real or personal property in the name of the Association, or to sell such property owned by the Association, as needed to accomplish the purposes set forth herein and in the Declaration.
- d. To borrow money, if necessary, in order to provide for the accomplishment of the specific and primary purpose set forth herein and in the Declaration.
- e. To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed, including payment of the expenses established in the operating budget and reserve budget as required to properly operate and manage the Association and the Private Access Easements, including but without limitation, the surface water and stormwater management systems, and all other real and personal property which is owned by the Association or the owners in common.
- f. Review plans and specifications of proposed improvements to be constructed by the Lot Owners and to determine whether they comply with the Declaration.
- g. To maintain, repair, replace, operate, and care for the Private Access Easements, including but without limitation, the surface water or stormwater management systems, and all other real and personal property which is owned by the Association or the owners in common.
- h. Purchase and maintain insurance coverage for the risks associated with the purposes of this Association as set forth above.
- i. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of the use of the property owned by the Association or the owners in common.
- j. To contract for services with others limited to those contracts reasonable and necessary to fulfill the purposes of the Association as set forth above.
- k. To do and perform anything required by these articles, the by-laws, or the Declaration to that was a requirement upon the owner of a lot, if not accomplished by the lot owner in a timely manner, at the expense of the lot owner.
- l. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these articles, the by-laws, and the Declaration.

- m. To exercise any power conferred upon a Homeowner's Association and upon a Corporations Not for Profit under Florida Law, including under Chapters 720 and 617 of the Florida Statutes, as amended.

The foregoing specific powers and authority shall not be construed in any way to limit such powers and authority; rather, the Association shall have and exercise all the powers conferred upon similar associations so formed. Additionally, these powers shall be automatically amended and extended to grant the power and authority to the Association for the management, maintenance, operation and care of all additional Private Access Easements, surface water or stormwater management system, and other real and personal property which is owned by the association or the owners in common and additional Tracts, as may be required by Florida law or administrative rules relating to any permit that has been issued to the association. Further, these Articles of Incorporation are intended to comply with Florida Law, including Chapters 617 and 720 of the Florida Statutes, and to the extent that any provision herein conflicts with or would be a violation of Florida Law, then such provision herein shall have no force or effect and Florida Law shall be applied; the remaining provisions of these Articles of Incorporation not in conflict or violation shall remain in full force and effect.

ARTICLE IV – MEMBERSHIP AND VOTING CLASSES

- A. **MEMBERSHIP.** Every person or entity who is a current owner of a Lot within Sandy Pines Estates shall be a member of the Association. Membership will be appurtenant to, and may not be separated from, ownership of a Lot. If there is more than one owner of any Lot, the Lot Owners may designate fractional votes between themselves but may only cast a single vote, and the Lot Owners shall designate a representative to cast the vote.
- B. **VOTING CLASS.** The Association shall initially have two classes of voting shares: "Class A", which shall be issued to every person or entity who is an owner of a Lot within Sandy Pines Estates, and "Class B", which is issued to the Developer for each Lot within Sandy Pines Estates that is still initially owned by the Developer and that hasn't been previously sold to a Lot Owner. Each "Class A" share held by a Lot Owner shall have one vote, and each "Class B" share held by the Developer shall have six votes. The Lot Owners and the Developer shall be entitled to cast their respective votes at each Association vote of the membership. The Developer shall be entitled to cast its "Class B" votes until the earliest of (a) the Developer has voluntarily relinquished the right to control the Association and converts his "Class B" shares to "Class A" shares, (b) three months after 90% of all Lots that will ultimately be subject to the Declaration have been deeded to Lot Owners, or (c) December 31, 2012, and thereafter, all of the "Class B" shares held by the Developer shall be automatically converted to "Class A" shares and shall be entitled to one vote per share.

ARTICLE V – OFFICERS

The initial offices of the Association shall be as follows:

Office	Name	Address
President	George Wang	7516 West Newberry Road Gainesville, Florida 32606
Vice-President	Grace Wang	7516 West Newberry Road Gainesville, Florida 32606
Secretary	John Osley	7516 West Newberry Road Gainesville, Florida 32606
Treasurer	John Osley	7516 West Newberry Road Gainesville, Florida 32606

The Officers shall be elected in the manner provided for within the By-Laws.

ARTICLE VI – DIRECTORS

There shall be no less than three (3) and no more than nine (9) directors comprising the Board of Directors. The initial directors of the Association shall be as follows:

Name	Address
George Wang	7516 West Newberry Road Gainesville, Florida 32606
Grace Wang	7516 West Newberry Road Gainesville, Florida 32606
John Osley	7516 West Newberry Road Gainesville, Florida 32606

The Directors shall be elected in the manner provided for within the By-Laws.

ARTICLE VII - INITIAL CONTROL BY DEVELOPER

Notwithstanding the other provisions contained in these articles to the contrary, Neighborhood Housing and Development Corp., a Florida not for corporation, or its successors or assigns (hereafter the "Developer") shall control the affairs and operations of the Association until the earliest of the earliest of (a) the Developer has voluntarily relinquished the right to control the Association and converts his "Class B" shares to "Class A" shares, (b) three months after 90% of all Lots that will ultimately be subject to the Declaration have been deeded to Lot Owners, or (c)

December 31, 2012. The Developer is entitled to elect at least one member to serve on the Board of Directors as long as it holds for sale in the ordinary course of business five percent (5%) of the Lots that will ultimately be subject to the Declaration have been conveyed to members of the Association. For the purposes of this Article, "members of the Association" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale. The Developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association, shall provide at least 30 days written notice to Suwannee River Water Management District that all terms and conditions placed upon the Developer by permits or authorizations from Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE VIII – ASSESSMENTS

The Directors shall have the authority to determine an annual assessment for the purposes set forth in the Declaration including the repair, maintenance, and preservation of the Private Access Easements, the surface water or stormwater management system, and for any additional purpose as set forth in an amendment hereto or as set forth in the Declaration, and each Lot Owner shall be liable for his/her/its respective share of the estimated expenses for the same. The maximum annual assessment shall be adequate for the Association to carryout its purpose, but shall not be excessive. In addition to the annual assessment, the Directors of 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 costs of any construction, reconstruction, repair, or replacement of the capital improvements owned by the Association and by the owners in common, and specifically including the costs of any repair or maintenance needed to the Private Access Easements, or to prevent any impairment or blockage of any component or individual element of the surface water or stormwater management systems. Notwithstanding the foregoing, liability for any Lot Owner is limited to that amount for which they would be legally responsible under Florida law.

ARTICLE IX - BY-LAWS, AMENDMENTS, VOTING

- A. BY-LAWS. The By-Laws will be adopted by the Directors at the Initial Meeting of this corporation.
- B. AMENDMENTS. Subject to the Developer's control in Article VII above, these Articles and this Association's By-Laws may be amended by the affirmative vote of no less than two-thirds of the Lot Owners (as determined on the date of the vote), provided the vote is taken at a meeting of Association Membership that has been duly noticed and that the notice of the meeting included a description of the vote to be taken and included the text of the proposed amendment to these Articles or to the By-Laws. An amendment shall not become effective until it has been reduced to a written instrument that has been properly executed by all of the Association Directors. Amendments that directly or indirectly impact operations and

maintenance of the surface water and stormwater management systems owned by the Association or the owners in common, may be made after approval of the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendment to the Articles or the By-Laws that do not impact the operation or maintenance of the systems may be made without authorization of the Suwannee River Water Management District; however copies of such amendments shall be forwarded to the District within 30 days of approval.

- C. VOTING. The percentage of voting interests required to constitute a quorum at a meeting of the Association shall be 30 percent (30%) of the total voting interests. Decisions that require a vote of the Association membership, other than amendment to the Articles, the By-Laws, or the Declaration, must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

ARTICLE X - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 7516 West Newberry Road, in Gainesville, Alachua County, Florida 32606, and the name of the initial Registered Agent of the Corporation at that address is George Wang.

ARTICLE XI - INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association hereby indemnifies any director or officer which is made a party of any suit or proceeding pending in any court of competent jurisdiction whether such action is civil, criminal, administrative or investigative, so long as said action is brought to impose a liability or penalty on such persons for an act alleged to have been committed by such person in his capacity as director or officer of the Association. This indemnification shall extend against judgments, fines, amounts paid in settlement, reasonable attorney's fees or costs of an appeal thereof, if and only if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in the event of criminal action or proceedings, without reasonable grounds for belief that such action was unlawful. The persons referred to herein shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence, misconduct, or malfeasance in the court, administrative agency or investigative body before which such action is held unless, after consideration of all of the circumstances of the individual case, a majority of the members of the Association vote that the individual is entitled to indemnification for such expenses as are incurred. The Board of Directors shall assume responsibility for determining whether amounts claimed by a director or officer are proper expenses and whether such director or officer acted in good faith and in a manner which he or she believed to be in the best interest of the Association, and whether he or she had reasonable grounds for belief

that such action was unlawful. Such determination shall be made by a majority vote or a quorum of the members of the Board of Directors, none of whom shall be parties to the action, suit or proceeding. The above-mentioned rights of indemnification shall not be deemed to limit the powers of the Association to indemnify in accordance with applicable statutory, case, or common law.

ARTICLE XII - DISSOLUTION OF ASSOCIATION


- A. **DISSOLUTION OF CORPORATION:** This corporation may be dissolved and the effect of these Articles and the By-Laws shall have no further force and effect, upon an affirmative vote of two-thirds of the voting interests of the Association, subject to the requirement that approval to the dissolution must be given by Alachua County or the City of Newberry in writing prior to the act of dissolution if required, and subject to the terms and conditions that they may impose to permit the dissolution.
- B. **WINDING-UP AFFAIRS.** Upon the dissolution or winding up of the Association, its assets remaining, including the Private Access Easements, other than the surface water and stormwater management system which must be transferred as approved by the Suwannee River Water Management District as set forth below, shall be distributed to Alachua County or as directed by Alachua County, or to any public authority, utility, municipal corporation, or political subdivision of the State of Florida, or to any entity which has established its tax exempt status under the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax law.
- C. **SURFACE WATER MANAGEMENT SYSTEM:** In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water and stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Suwannee River Water Management District prior to such termination, dissolution, or liquidation.

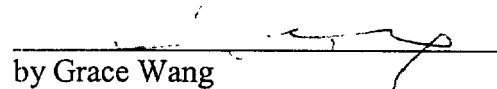
ARTICLE XIII – INCORPORATOR

The name and address of each Incorporator is set forth below, all of who have a business address of 7516 West Newberry Road, in Gainesville, Alachua County, Florida 32606.

IN WITNESS WHEREOF, Developer and Association has caused these documents to be executed this 14th day of November, 2002.


The "Developer":

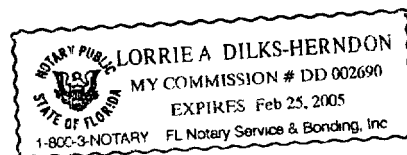

by George Wang


by Grace Wang

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14th day of November, 2002 by George Wang and Grace Wang, who are personally known to me
[X] OR has produced a Florida Drivers License as identification [].

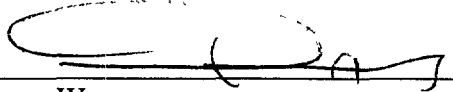

Notary Public, State of Florida
(notary seal)



ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I hereby accept the appointment as the initial Registered Agent of Sandy Pines Estates Homeowners Association, Inc., a Florida Corporation not for profit.

Date: 11/14/2000

By: 
George Wang

This instrument prepared by:
Jeffrey R. Dollinger, Esquire
Scruggs & Carmichael, P.A.
One S.E. First Avenue
Gainesville, Florida 32601
telephone 352-376-5242
facsimile 352-375-0690

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

EXHIBIT "D"

BY – LAWS
OF
SANDY PINES ESTATES HOMEOWNERS ASSOCIATION, INC.
A Florida nonprofit corporation

The Directors of this Corporation hereby adopt the following as the By-Laws of this Corporation, to wit:

1ST BY-LAW: GENERAL

Section 1. Articles of Incorporation. The Articles of Incorporation for this Corporation were signed on November 14, 2002 and were filed with the Secretary of State of the State of Florida on December 9, 2002. The Secretary of State assigned Document #N02000009508 to the Articles of Incorporation.

Section 2. Declaration of Covenants, Conditions, and Restrictions. The Declaration of Covenants, Conditions, and Restrictions for Sandy Pines Estates shall be the covenants as recorded in the Public Records of Alachua County, Florida, and shall also include all amendments thereto.

Section 3: Definitions. The definitions that are stated within the Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions, shall be used and shall apply to these By-Laws.

Section 4: Corporate Office. The initial principal office of this Corporation is located at 7516 West Newberry Road, in Gainesville, Alachua County, Florida 32606. This Corporation may have additional offices as the Board of Directors may designate or as the business of this Corporation may require from time to time.

Section 5. Fiscal Year. The fiscal year of the Corporation shall be the calendar year until changed by the Board of Directors.

2ND BY-LAW: VOTING & PROXIES

Section 1. Voting. The voting rights for the Association Membership are described in the Articles of Incorporation, and are subject to the Initial Control by the Developer so long as applicable.

Section 2. Proxies. Votes may be cast in person or by proxy, except that the form for any proxy votes shall be approved in advance by the Board of Directors and proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

3RD BY-LAW: MEETINGS BY THE MEMBERSHIP

Section 1. Annual Meeting. The membership shall meet at least once a year at the Annual Meeting, which shall be held in December of each year at the Association office or at another location that has been designated by the Board of Directors. The Annual Meeting may be waived or changed by a majority vote of the Board of Directors or by a written agreement of no less than two-thirds (2/3) of the membership.

Section 2. Special Meetings. Special Members of the membership may be called by the President, by majority vote of the Board of Directors or by a written agreement of no less than two-thirds (2/3) of the membership.

Section 3. Notice Requirements. Notice of all meetings shall state the meeting time, place, and purpose. Notice of all meetings shall be in writing and furnished to each member at his address as it appears on the books of the Association, and shall be posted at the association's office. If the Meeting Notice is mailed to one or more members, then it shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the meeting date; proof of such mailing shall be by affidavit of the Secretary and shall be placed into the minutes of the meeting so held. The requirement to provide notice of the meeting may be waived.

Section 4. Adjourned Meetings. If any meeting cannot be organized because a quorum of the membership has not attended or because the meeting cannot be held in an amicable and orderly manner, a majority of the members who are present, either in person or by proxy, may adjourn the meeting until the meeting is reset and proper notice is given.

Section 5. Order of Business. The order of business at the annual members' meetings, and where applicable at all other members' meetings, shall be as follows:

- (a) Call of the roll and certify the proxies received.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of prior minutes.
- (d) Reports of Officers and Directors.
- (e) Reports of committees.
- (f) Election of Officers and Board of Directors when required.
- (g) Unfinished old business.
- (h) New business.
- (i) Adjournment.

Section 6. Notice of Developer's Initial Control of Association Affairs. Until the

Developer has relinquished its initial control of the association when required by the Articles of Incorporation, the Developer shall have the deciding vote on all matters discussed or agreed-upon at any meeting, and notice of the Developer's Initial Control shall be given at each meeting.

4TH BY-LAW: BOARD OF DIRECTORS

Section 1. Management of Affairs. The Developer shall maintain control over the affairs of the Association until the Developer has relinquished its initial control of the association when required by the Articles of Incorporation or the Declaration. Thereafter, the association shall be managed by a Board of Directors. The affairs of the Board of Directors shall be managed by the Chairman or Co-Chairmen of the Board.

Section 2. Nominations. A nominating committee of three (3) persons shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting and this committee shall nominate candidates to serve as a Director. Additional nominations may be made from the floor at the Annual Meeting.

Section 3. Elections. The Board of Directors shall be elected by the membership at each Annual Meeting. The Board shall be elected by a plurality of the votes cast and there shall be no cumulative voting. The election shall be held by written ballots, but this requirement may be waived by unanimous consent of all members present for the vote, and if waived the vote may be cast orally so long as an accurate count can be made.

Section 4. Removal and Vacancies. Any member of the Board of Directors, other than the Developer, may be removed by a vote of two-thirds (2/3) of all members of the Association. If vacancies shall occur between annual meetings of the members, such vacancies shall be filled by majority vote of the remaining members of the Board of Directors.

Section 5. Term of Office. Each Director shall hold office from the date elected through and until the date of the next election of Directors. Directors may be re-elected for successive terms.

Section 6. Initial Directors. Until the Developer relinquishes the initial control of the Association, the initial Board of Directors shall remain in office. In the event of a vacancy by an initial Director, the Developer shall fill the vacancy.

Section 7. Powers and Duties of Board of Directors. The Board of Directors shall have sufficient powers and authority to accomplish the purposes of the Association as set forth in the Articles of Incorporation and within the Declaration, and as needed for the orderly administration of the Association's affairs. In addition, the powers and duties of the Board shall include but not be limited to the authority necessary to make and enforce reasonable rules and regulations respecting the use of the Association's property, to enforce by legal means the provisions of the Declaration, Articles of Incorporation, and By-Laws, and to convey Association property to a governmental

body for perpetual maintenance.

Section 8. Dispute Resolution and Indemnification of Directors and Officers. The Board of Directors must approve any settlement of any dispute with the Association or regarding any indemnification of a Director or Officer. The indemnification by this Association provided for within the Articles of Incorporation shall be in addition to and non-exclusive of all other rights to which such Director or Officer may be entitled.

5TH BY-LAW: OFFICERS

Section 1. Designation. The initial officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer.

Section 2. Elections. The Directors shall elect the Officers annually, and the election shall be held at the Annual Meeting after the election of the Board of Directors. The Board may appoint such additional officers as in its judgment may be necessary, and the additional officers do not need to be members of the Board of Directors. The Developer shall elect the Officers so long as the Developer maintains its initial control of the Association.

Section 3. Term of Office. Each Officer shall hold office from the date elected and until the next election of Officers. An Officer may be re-elected for successive terms.

Section 4. Removal of Officers and Vacancies. Any Officer, other than the Developer, may be removed by a majority vote of the Board of Directors, either with or without cause. The Board of Directors, or the Developer so long as it holds the initial control of the Association, shall hold a vote to fill any vacancy.

Section 5. Initial Officers. Until the Developer relinquishes the initial control of the Association, the initial Officers shall remain in office. In the event of a vacancy by an initial Officer, the Developer shall fill the vacancy.

Section 6. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of the President of an Association, including but not limited to the right to appoint committees from among the membership from time to time.

Section 7. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint a Director to act on an interim basis.

Section 8. Secretary. The Secretary shall keep the minutes of all Association meetings and shall be in charge of the books and records as the Board of Directors may direct. The duties of the Secretary may be fulfilled by an employee of the Association or by an employee of a management company.

Section 9. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, and of all securities and evidences of indebtedness. In addition, the Treasurer shall perform all other duties incident to the office of Treasurer. At the discretion of the Board of Directors, the duties of the Treasurer may be fulfilled by an employee of the Association or by an employee of a management company.

Section 10. Compensation. All Officers shall serve without compensation for their services.

6TH BY-LAW: FISCAL MANAGEMENT

Section 1. Budget. The Board of Directors shall adopt an annual budget for each calendar year that shall include the estimated funds required for the current operating expenses, contingencies, and reasonable reserves.

Section 2. Operating Expense, Contingencies, and Reasonable Reserves. The annual budget shall include the estimated current operating expense for the ensuing year, and shall include all funds and expenditures to be made within the year to accomplish the purposes of the Association, and may include a reasonable allowance for contingencies and reserves for future large expenditures (i.e. replacement, repair or replacement of Association property that is required because of damage, depreciation or obsolescence).

Section 3. Assessments. Assessments shall be made pursuant to the Declaration, and shall be made for each calendar year in advance, to be presented at the Annual Meeting and at such other times as deemed necessary by the Board of Directors in order to provide for the proper management of the Association and the proper maintenance of the Association property.

7TH BY-LAW: OBLIGATIONS IMPOSED UPON THE MEMBERS

Section 1. Maintenance and Repair.

- (a) In addition to the requirements imposed by the Declaration, every owner must perform promptly all maintenance and repair work on his or her own homesite, which if omitted would affect the homesite or which would cause a public or private nuisance to other landowners, or which if not performed would be a

violation of the Covenants, Conditions, and Restrictions.

- (b) All repairs of internal installations on the homesite of each owner, such as water, lights, gas, power, sewage and sanitary installations shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditure incurred in repairing any portion of a Private Access Easement that has been damaged through the negligence or intentional act of the owner, or by his or her guest or invitee.

8TH BY-LAW: AMENDMENTS TO BY-LAWS

These By-Laws may amended by a majority vote of the Board of Directors.


9TH BY-LAW: MISCELLANEOUS PROVISIONS

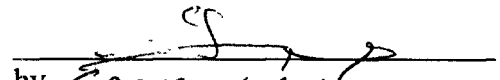
Section 1. Rules of Procedure. Robert's Rules of Order, latest edition, shall govern the conduct of Association meetings when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

Section 2. Compliance with Florida Law. These By-Laws are intended to comply with Florida Law, including Chapters 617 and 720 of the Florida Statutes, and to the extent that any provision herein conflicts with or would be a violation of Florida Law, then such provision herein shall have no force or effect and Florida Law shall be applied. The remaining provisions of these By-Laws not in conflict or violation shall remain in full force and effect.


IN WITNESS WHEREOF, Developer and Association has caused these documents to be executed this 14th day of Nov., 2002.

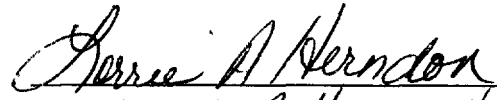
The "Developer":


by George Wang
as


by Grace Wang
as

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:


name: Robert A. Stran
witness as to all


name: LORRIE A. HERNDON
witness as to all


STATE OF FLORIDA
COUNTY OF ALACHUA

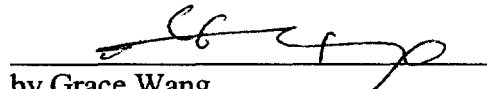
The foregoing instrument was acknowledged before me this 14th day of Nov., 2002 by GEORGE WANG + GRACE WANG as DEVELOPER, who is personally known to me [X] OR has produced a Florida Drivers License as identification [].



Notary Public, State of Florida
(notary seal)



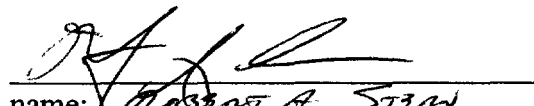
The "Association": **Sandy Pines Estates Homeowners Association, Inc.,
a Florida corporation not for profit**

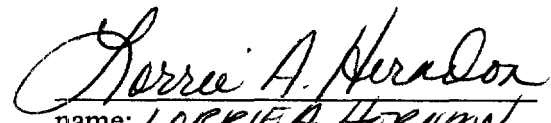

by George Wang
as Director


by Grace Wang
as Director


by John Osley
as Director

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:


name: ROBERT A. STEIN
witness as to all


name: LORRIE A. HERNDON
witness as to all

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14th day of Nov., 2002 by George Wang, Grace Wang, and John Osley, as the Directors of the Sandy Pines Estates Homeowners Association, Inc., on behalf of the corporation, who are personally known to me [X] OR have produced a Florida Drivers License as identification [].


Notary Public, State of Florida

(notary seal)

