

September 29, 2015

Justin Tabor,
Office of Planning and Zoning
City of Alachua
P.O. Box 9
Alachua, FL 32616

Re: Heritage Oaks Phase II – Preliminary Plat

Dear Mr. Tabor:

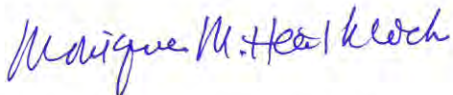
Please find thirteen double-sided, 3-hole punched copies of the following items enclosed:

- Major Subdivision Application;
- Concurrency Impact Analysis;
- Analysis of Consistency with the City of Alachua Comprehensive Plan;
- Covenants and Restrictions;
- Revisions to Covenants and Restrictions;
- Mailing Labels for Neighborhood Meeting
- Neighborhood Meeting Advertisement;
- Neighborhood Meeting Notice;
- Neighborhood Meeting Sign-In Sheet;
- Neighborhood Meeting Summary;
- City of Alachua Public School Student Generation Form;
- Proof of Ownership;
- Legal description with tax parcel number;
- Proof of 2014 Tax Payments;
- Hydrant Flow Test Report;
- Email from Anthony Dennis (DoH) dated August 5; and
- Public Facilities Analysis
- Thirteen (13) Sets of Signed and Sealed Preliminary Plat Plans; and
- One (1) CD of all PDFs.

The project is located at 16701 NW 166th Road in Alachua, Florida on tax parcels 03053-001-000 and 03053-010-000 through 03053-010-054. The project includes the development of 44-single-family residential units along with associated infrastructure and utilities.

Should you have any questions or require any additional information, please do not hesitate to contact me at (352) 331-1976 or via email at moniqueh@chw-inc.com.

Sincerely,
CHW



Monique Heathcock, PE, LEED AP
Director of Engineering and Planning

G:\OBS\2013\13-0459\City-County\Subdivision Application\Preliminary Plat\150924 PZB Meeting\LTR 150929 Heritage Oaks Phase II Cover Letter for PZB.docx



City of
ALACHUA

THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY

Case #: _____
Application Fee: \$ _____
Filing Date: _____
Acceptance Date: _____
Review Type: P&Z; CC; Admin

Subdivision Application

Reference City of Alachua Land Development Regulations Article 2.4.10

- ☒ **Major Subdivision** – complete application and provide copy of original application with each type of submission.
☐ **Minor Subdivision** – refer only to Final Plat section of this application.

A. PROJECT

1. Project Name: Heritage Oaks Phase II
2. Address of Subject Property: 16701 NW 166th Rd., Alachua, FL, 32615
3. Parcel ID Number(s): 03053-001-000, 03053-010-000 through 03053-010-054
4. Existing Use of Property: Residential
5. Future Land Use Map Designation: Moderate Density Residential
6. Zoning Designation: Planned Unit Development (PUD)
7. Acreage: +/- 41.2 acres

B. APPLICANT

1. Applicant's Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): Britton Jones Title: President
Company (if applicable): Duration Builders, Inc.
Mailing address: 527 Turkey Creek
City: Alachua State: FL ZIP: 32615
Telephone: (386) 462-0511 FAX: () e-mail: bjones@durationbuilders.com
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): _____
Mailing Address: _____
City: _____ State: _____ ZIP: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ☒ No
If yes, list names of all parties involved: _____
If yes, is the contract/option contingent or absolute? ☐ Contingent ☐ Absolute

D. ATTACHMENTS

Preliminary Plat Attachments:

1. Plans, to include but not limited to:
 - a. Scale: at least 1 inch = 200 ft;
 - b. Proposed name of subdivision.
 - c. Name, address, and telephone number of the subdivider and agent of subdivider.
 - d. Name, address, telephone number and registration number of surveyor or engineer.
 - e. Date of boundary survey, north arrow, graphic scale, date of plat drawing, and space for revision dates.
 - f. Vicinity map - indicating general location of the site and all abutting streets and properties, section lines and quarter section lines, etc., total acreage of the subdivision and total number of lots. The vicinity map shall be drawn to show clearly the information required, but not less than one (1) inch to 2,000 feet. USGS Maps may be used as a reference guide for the vicinity map.
 - g. Legal description of the property to be subdivided.

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

- h. Names of owners of adjoining land with their approximate acreage or, if developed, names of abutting subdivisions.
- i. Preliminary layout including streets and easements with dimensions, lot lines with approximate dimensions, land to be reserved or dedicated for public or common uses, and any land to be used for purposes other than single-family dwellings.
- j. Block letters and lot numbers, lot lines, and scaled dimensions.
- k. Zoning district boundaries on abutting properties.
- l. Proposed method of water supply, sewage disposal, and drainage, and electric service.
- m. Minimum building setback lines as required by the Land Development Regulations.
- n. Natural features, including lakes, marshes or swamps, water courses, wooded areas, and land subject to the 100-year flood as defined by FEMA official flood maps.
- o. Surface drainage and direction of flow and method of disposition and retention indicated.
- p. Inscription stating "NOT FOR FINAL RECORDING".
- q. Tree location survey in conformance with LDR Article 6.2.1(G).
- r. Any other information that may be considered necessary by either the subdivider, the Planning and Zoning Board or the City Commission for full and proper consideration of the proposed subdivision.

Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

- 2. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
- 3. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
- 4. Existing and/or proposed covenants and restrictions.
- 5. Two (2) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
- 6. Neighborhood Meeting Materials, including:
 - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
 - ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
 - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
- 7. City of Alachua Public School Student Generation Form
- 8. Legal description with tax parcel number.
- 9. Proof of ownership.
- 10. Proof of payment of taxes.
- 11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
- 12. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
- 13. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
- 14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review or additional reviews of the application beyond will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 14 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Within twelve (12) months of the approval of the Subdivision Preliminary Plat, Construction Plans must be reviewed and approved in accordance with LDR Article 2.4.10(G)(3).

Construction Plans Attachments:

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: 1inch=200 ft.
 - b. A topographic map of the subdivision with maximum contour intervals of one foot where overall slopes are zero percent to two percent, two feet where slopes are over two percent, based on U.S. Coastal and Geographic Datum. This topographic map must be prepared by a land surveyor.
 - c. A contour drainage map of the stormwater basins. The outlines and sizes, measured in acres, of all existing and proposed drainage areas shall be shown and related to corresponding points of flow concentration. Each drainage area shall be clearly delineated. Flow paths must be indicated throughout. Any existing and proposed structures affecting the drainage must be shown.
 - d. Plans showing proposed design features and typical sections of canals, swales and all other open channels, storm sewers, all drainage structures and other proposed subdivision improvements.
 - e. Plans and profiles for all proposed streets and curbs. Where proposed streets intersect existing streets, elevations and other pertinent details shall be shown for existing streets for a distance of 300 feet from point of intersection.
 - f. Plans of any proposed water distribution system and sanitary sewer collection system showing pipe sizes and location of valves, pumping stations and fire hydrants, where installation of such facilities are required by these LDRs.
 - g. Plans for all road and street signs and street names signs showing the location of such signage and any other traffic safety control devices that is required or proposed. In addition, the specifications for such signage shall be provided as part of this plan, which shall detail in diagram form as necessary the size, material, color, and specifications for installation of such signage.
 - h. Other information on the construction plans as may be required by the Land Development Regulations Administrator and Public Services Director.

Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
5. Legal description with tax parcel number.
6. Proof of ownership.
7. Proof of payment of taxes.
8. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
9. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
10. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Within six (6) months of the approval of Construction Plans, the applicant must submit an application for Final Plat for review. Concurrently with the review of the Final Plat, a Subdivider Agreement shall be prepared. The applicant must also provide a surety device for the public improvements in accordance with LDR Article 7.4, Improvement Guarantees for Public Improvements.

Final Plat Attachments:

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
 - a. Scale: at least 1 inch = 200 ft.
 - b. Name of subdivision shall be shown in bold legible letters, as stated in Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - c. Name and address of subdivider.
 - d. North arrow, graphic scale, and date of plat drawing.
 - e. Vicinity map showing location with respect to existing streets, landmarks, etc., and total acreage of the subdivision and total number of lots. The vicinity map shall be drawn to show clearly the information required, but not less than one (1) inch to 2,000 feet. USGS Maps may be used as a reference guide for the vicinity map.
 - f. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
 - g. Legal description of the property to be subdivided.
 - h. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
 - i. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
 - j. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
 - k. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
 - l. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
 - m. Location, dimensions, and purposes of any land reserved or dedicated for public use.
 - n. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
 - o. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - p. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - q. Lots must be numbered in numerical order and blocks lettered alphabetically.
 - r. Accurate location and description of monuments and markers.
 - s. Minimum building front yard setback lines as required by the Land Development Regulations as determined by the property's zoning.
 - t. Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, and page number.
 - u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
 - v. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
 - w. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
 - x. Title certification as required by Chapter 177, Florida Statutes.

Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
5. Legal description with tax parcel number.
6. City of Alachua Public School Student Generation Form.
7. One (1) set (two [2] sets for Minor Subdivisions) of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).

8. Proof of ownership.
9. Proof of payment of taxes.
10. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
11. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
12. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
13. **For Minor Subdivisions: Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 12/13 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

Britton Jones
Signature of Applicant

Britton Jones, President

Typed or printed name and title of applicant

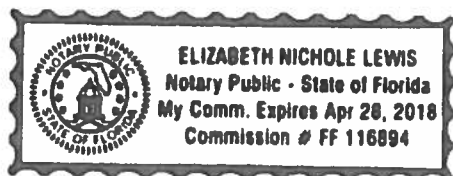
Signature of Co-applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 13 day of May, 2015 by Britton Jones

_____, who is/are personally known to me, or who has/have produced Personally Known as identification.



[Signature]
Signature of Notary Public, State of Florida

120-
1450-
RECORD AND RETURN TO:
RAYMOND M. IVEY, ESQ.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2819809 2 PG(S)
October 01, 2013 04:23:05 PM
Book 4231 Page 1068
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: \$1,120.00

Prepared by and return to:
James D. Salter, Esq.
Attorney at Law
Salter Feiber, P.A.
P. O. Box 357399
Gainesville, FL 32635-7399
352-376-8201
File Number: 12-1021.2 JB

[Space Above This Line For Recording Data]

Warranty-Deed

This Warranty Deed made on September 27, 2013 between Merchants and Southern Bank, a Florida corporation whose post office address is Post Office Box 5278, Gainesville, FL 32627-5278, grantor, and Duration Builders, Inc., a Florida corporation whose post office address is P.O. Box 357665, Gainesville, FL 32635-7665, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Alachua County, Florida to-wit:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND THENCE SOUTH 01 DEG. 49 MIN. 00 SEC. EAST ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 1576.08 FEET; THENCE NORTH 88 DEG. 33 MIN. 13 SEC. EAST, 1300.20 FEET TO THE NORTHWEST CORNER OF OFFICIAL RECORDS BOOK 503, PAGE 107 OF THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA; AS SURVEYED BY ENG. DENMAN AND ASSOCIATES, AND THE POINT OF BEGINNING; THENCE SOUTH 01 DEG. 49 MIN. 00 SEC. EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 1347.88 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2296, PAGE 2823 OF SAID OFFICIAL RECORDS; THENCE SOUTH 78 DEG. 52 MIN. 28 SEC. EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 1258.05 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE NORTH 03 DEG. 06 MIN. 01 SEC. WEST ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID OFFICIAL RECORDS AS PER SURVEY BY ENG. DENMAN AND ASSOCIATES, A DISTANCE OF 1644.27 FEET TO 5/8 INCH IRON ROD, LB 2389, MARKING THE NORTHEAST CORNER OF SAID LANDS AS SURVEYED BY ENG. DENMAN AND ASSOCIATES; THENCE SOUTH 84 DEG. 55 MIN. 02 SEC. WEST, 179.59 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1970, PAGE 718 OF SAID OFFICIAL RECORDS (ALACHUA COUNTY PROPERTY APPRAISERS PARCEL TAX IDENTIFICATION NUMBER 03049-001-011); THENCE SOUTH 01 DEG. 48 MIN. 33 SEC. EAST ALONG SAID LINE, 10.09 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88 DEG. 17 MIN. 38 SEC. WEST, 327.34 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2043, PAGE 2987 OF SAID OFFICIAL RECORDS (ALACHUA COUNTY PROPERTY APPRAISERS PARCEL TAX IDENTIFICATION NUMBER 03049-001-002); THENCE SOUTH 88 DEG. 41 MIN. 44 SEC. WEST, 322.15 FEET TO AN IRON PIPE MARKING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 790, PAGE 371 OF SAID OFFICIAL RECORDS (ALACHUA COUNTY PROPERTY APPRAISERS PARCEL TAX IDENTIFICATION NUMBER 03049-001-001); THENCE SOUTH 88 DEG. 37 MIN. 50 SEC. WEST, 360.44 FEET TO THE POINT OF BEGINNING.

Less and Except that property described as the entire plat of Heritage Oaks Phase 1, as recorded in Plat Book 24, Pages 79 through 82, inclusive, Public Records of Alachua County, Florida.

DoubleTimee

Parcel Identification Number: 03053-001-000

Subject to covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Judy Brumfield
Witness Name: JUDY BRUMFIELD

Merchants and Southern Bank, a Florida corporation

By: G. T. Mallini
G. T. Mallini, President

(Corporate Seal)

Jessica Potocki
Witness Name: Jessica Potocki

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 26 day of September, 2013, by G. T. Mallini, President of Merchants and Southern Bank, a Florida corporation, on behalf of the corporation. He/she ☒ is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]



Angie Mathis
Notary Public

Printed Name: Angie Mathis

My Commission Expires: 9/23/15

This instrument prepared by:
James D. Salter, Esq.
Salter Feiber, P.A.
P.O. Box 357399
Gainesville, Florida 32635-7399
352-376-8201
File No.: 11-0790.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2892891 3 PG(S)
November 10, 2014 03:02:19 PM
Book 4312 Page 1978
J. K. IRBY, Clerk of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: \$0.70



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED was made on September 18, 2014, by **HERITAGE COMMON PROPERTIES, INC.**, a Florida corporation whose post office box address is 2040 NW 67th Place, Gainesville, FL 32653, ("Grantor") to **HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose post office address is P.O. Box 969, Alachua, Florida 32516, ("Grantee"):

Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH: That the said Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee forever, all right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in County of Alachua, State of Florida, to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

The intent of this deed is to convey all alleys and all the streets, places, terraces, drives and roads or such similarly designed areas intended as road rights of way as well as those areas shown on the Plat as Tract A, Tract B, Tract C, the DRA's, the Drainage Easements and the Landscape Buffers. The DRA's and the Drainage Easements are indicated on the Plat as "D.R.A/DE" and the Landscape Buffers as "50' Landscape Buffer".

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever and Grantor does hereby covenant with Grantee that except as noted above, at the time of delivery of this deed the property is free from all encumbrances made by Grantor and Grantor that it fully warrants title to said property and will defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor but against none other.

WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hand and seal the day and year first above written.



Witness Sign Above/Print Name Below

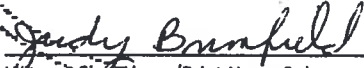
JAMES D. SALTER

HERITAGE COMMON PROPERTIES, INC.,
a Florida corporation

BY:



G. Thomas Mallini, as President



Witness Sign Above/Print Name Below

JUDY BRUMFIELD

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18th day of September, 2014, by G. Thomas Mallini as President of HERITAGE COMMON PROPERTIES, INC., A FLORIDA CORPORATION, on behalf of said corporation. Who is personally known to me or produced _____ as identification.

(SEAL)



Notary Public

Name of Notary typed, printed or stamped
My Commission Expires:

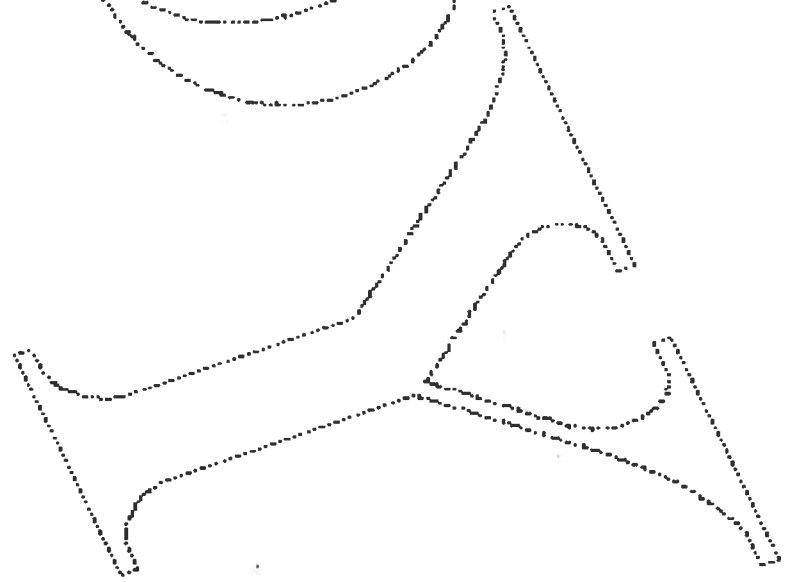
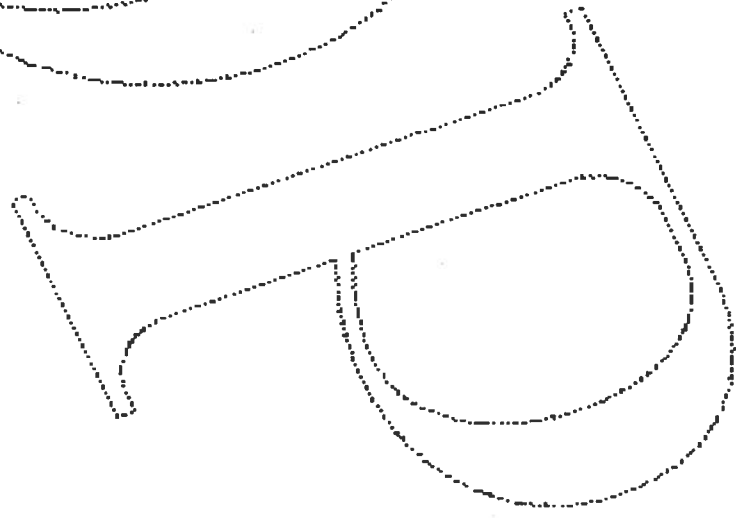
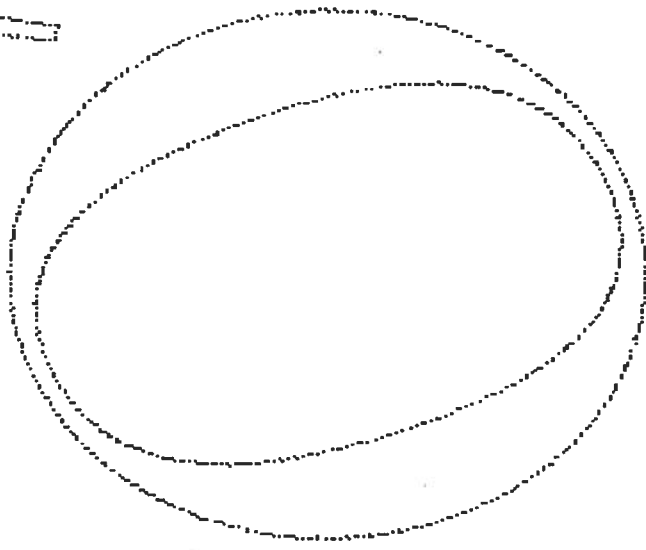


JAMES D. SALTER
MY COMMISSION # FF 112690
EXPIRES: May 30, 2018
Bonded Thru Budget Notary Services

EXHIBIT "A"

All of Grantor's property interest in all the real property as described and shown in Plat Book 24, Pages 79-82 of the Public Records of Alachua County, Florida said property being **HERITAGE OAKS PHASE I**,

Less and except Lots 1 through 54 **HERITAGE OAKS PHASE I**, as per plat thereof recorded in Plat Book 24, Pages 79-82 of the Public Records of Alachua County, Florida.



Jessica Junkin

From: Dennis, Anthony D <Anthony.Dennis@flhealth.gov>
Sent: Wednesday, August 05, 2015 9:51 AM
To: Monique Heathcock
Subject: RE: Heritage Oaks Phase II - City of Alachua - Sanitary Sewer

The Health Department would not have any comments on minimum lot size requirements for a subdivision served by public utilities.

Anthony Dennis
Environmental Health Director
Florida Department of Health
Alachua County Health Department

224 SE 24th Street, Gainesville, FL 32641 • Phone (352) 334-7930 • Fax (352)-334-7935

Our Mission: To protect, promote & improve the health of all people in Florida through integrated state, county, & community efforts.

Our Vision: To be the Healthiest State in the Nation New Values: (I CARE)
Innovation•Collaboration•Accountability•Responsiveness•Excellence:

Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communication may therefore be subject to public disclosure.

Tell us how we're doing! Please take our Customer Satisfaction Survey Please visit our web site
<http://www.doh.state.fl.us/chdAlachua/>

From: Monique Heathcock [<mailto:MoniqueH@chw-inc.com>]
Sent: Wednesday, August 05, 2015 8:40 AM
To: Dennis, Anthony D
Subject: Heritage Oaks Phase II - City of Alachua - Sanitary Sewer

Good morning, Anthony,

As we discussed, we are working on designing phase II of Heritage Oaks in the City of Alachua. The City's land development code, section 7.3.7(c), requires the subdivider to furnish written proof from Alachua County Health Department demonstrating compliance with the provisions for sanitary sewage disposal for the entire subdivision prior to approval of a preliminary plat and construction plans for the subdivision. The lots in the subdivision will be connected to City water and sewer. You indicated in our discussion that since the subdivision will have public water and sewer the Health Department would have no comment regarding compliance. Can you confirm that I have understood our discussion or clarify for me if I have stated anything incorrectly?

Thank you,

MONIQUE HEATHCOCK, PE, LEED AP | Director of Engineering and Planning
t: (352) 519-5914 | c: (352) 538-1756
e: moniqueh@chw-inc.com
w: www.chw-inc.com



t: (352) 331-1976 | 132 NW 76th Dr., Gainesville, FL 32607
t: (352) 414-4621 | 101 NE 1st Ave., Ocala, FL 34470

Hydrant Flow Test Report

Test Date 7/14/15

Test Time 2:30 PM

Location

Heritage Oaks
16775 NW 165th Lane
Alachua, FL 32615

Tested by

Gator Fire Equipment
1032 S. Main Street
Gainesville, FL 32601
Tester: J. Peppers

Notes

Hydrant #16993, 16681 NW 165th Terr, Flowing
Hydrant #11381, 16707 NW 167th Place,
Static/Residual

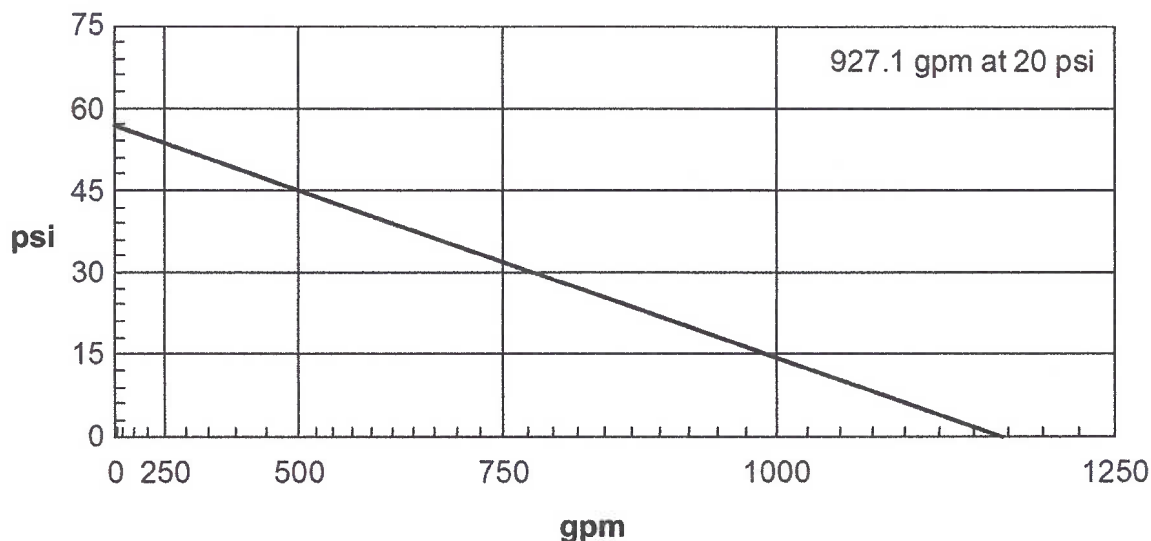
Read Hydrant

57 psi **static pressure**
39 psi **residual pressure**
2 ft **hydrant elevation**

Flow Hydrant(s)

Outlet	Elev	Size	C	Pitot Pressure	Flow
#1	2	2.5	.9	14	628 gpm

Flow Graph



Hydrant Flow Test Report

Test Date 7/14/15

Test Time 3:00 PM

Location

Heritage Oaks
16775 NW 165th Lane
Alachua, FL 32615

Tested by

Gator Fire Equipment
1032 S. Main Street
Gainesville, FL 32601
Tester: J. Peppers

Notes

Hydrant #16991, 16643 NW 168th Terr, Flowing
Hydrant #11381, 16707 NW 167th Place,
Static/Residual

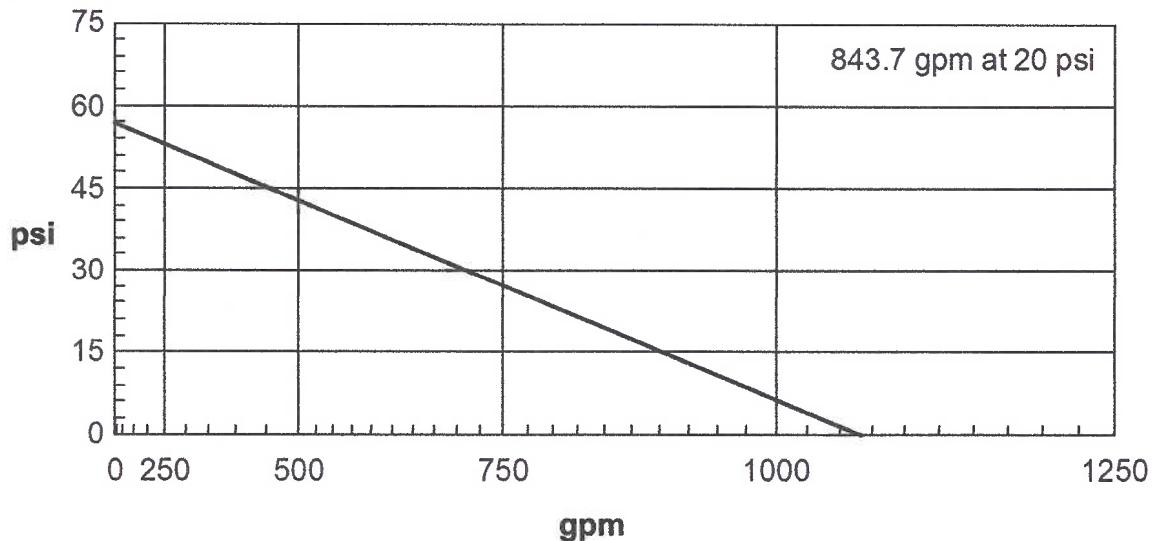
Read Hydrant

57 psi static pressure
37 psi residual pressure
2 ft hydrant elevation

Flow Hydrant(s)

Outlet	Elev	Size	C	Pitot Pressure	Flow
#1	2	2.5	.9	13	605 gpm

Flow Graph





THE ASSOCIATED PRESS/FILE

A worker cultivates a special strain of medical marijuana known as Charlotte's Web inside a greenhouse in a remote spot in the mountains west of Colorado Springs, Colo., on Feb. 7.

MARIJUANA: No plans for county moratorium

Continued from 1B

processing and dispensing of marijuana take place on a single property or adjacent properties.

"There are a lot of issues with this, and the city has to make sure we properly research and vet them before we accept applications," said Alachua Assistant City Manager Adam Boukari.

Asked if the moratorium might lead to a ban on medical marijuana growing operations or dispensaries, Boukari said it was too early to say

where the city's review might go.

As for county government, Missy Daniels, a senior planner with the Alachua County Growth Management Department, said staff is not working on any proposed moratorium or ban. But with the state rules still in flux, she said they remain in limbo on how to amend the land development code or whether the code will even need to be changed to allow them.

"We'll probably have to wait until the new state rules come down," Daniels

said.

She said a key detail that remains unknown is how the state will modify proposed rules in response to the judge's ruling that the Department of Health could not require growing, processing and dispensing to all take place at a single property or adjacent properties.

Across the state, many municipalities have put moratoriums in place on medical marijuana dispensaries. Boca Raton, Eustis, Titusville, Boynton Beach and North Palm

Beach are among the cities that either have a moratorium in place or are considering one.

It remains to be seen how long the Florida Department of Health will take to overhaul the proposed rules for implementing Charlotte's Web.

Before the eventually successful legal challenges delayed the process, the state's timeline was for licensed doctors to begin ordering the low-THC strain of medical marijuana for qualified patients by Jan. 1, 2015.

ROTARY: Williams is past president of club

Continued from 1B

Rotary youth leaders. He was president of the Rotary Club of Gainesville in 2002-03 and also district governor of District 6970 — which includes 60 clubs

across 12 counties in northeast Florida.

Williams also worked with WUFT and the University of Florida's College of Journalism until 2011, when he retired.

The award, established

29 years ago, is funded by an endowment started by E.T. and Vam York. The award started when the Yorks realized people who give their talents and time need to be recognized and encouraged.

A selection committee reviews nominations and picks recipients based on those nominations. Nominees are unaware of their nomination and the award is a surprise until it is announced.

CASE: Family was on way to Disney World

Continued from 1B

Friday said the Legislature passed "stand your ground" to give citizens more protection in self-defense cases.

"So why then has this court created a burden that the Legislature never authorized and put the burden on the citizen?" Friday said.

The Avon, Indiana, family was in Kissimmee driving to Walt Disney World in 2011 when the incident happened. The family says Derek Dunning almost ran them off the road and Bretherick's father, Ronald, honked the horn. When he did, they said Dunning pulled in

front of their pickup truck, jammed on his brakes and trapped them in traffic.

When Dunning got out of his SUV and approached them, Ronald Bretherick displayed his holstered pistol. Jared Bretherick says Dunning told them he also had a gun and returned to his SUV and backed toward them. At that point Jared Bretherick took his father's gun, left the vehicle and pointed it at Dunning's SUV. In 911 tapes, Ronald Bretherick repeatedly said his son was prepared to shoot Dunning.

"My son got out to try to get a better aim on him if he jumps out and tries capping at my family," the

elder Bretherick told the operator. "If he comes out with a gun in his hand, my son's going to drop him."

No shots were fired, but Jared Bretherick was charged with aggravated assault with a firearm. Dunning didn't have a gun.

Friday argued the state should have to prove beyond a reasonable doubt that someone wasn't using self-defense before charging them.

"It would seem to me if that's the case and that's your position it would require an entire trial," said Chief Justice Jorge Labarga. "How can you make that determination ... unless you hear all the

evidence?"

Assistant Attorney General Kristen Davenport told the justices no other states place the burden on prosecutors to prove someone wasn't defending themselves before charging them. She also said the pretrial procedure the Supreme Court established hasn't been questioned until now.

"Nobody's questioned it. Defendants aren't complaining about it, the trial judges aren't complaining about it," Davenport said. "The Legislature knows what this court does. They've had four shots at amending this statute. They've never done anything."

Report: Gainesville man punched deputy

By Arek Sarkissian
Staff writer

A Gainesville man was arrested Monday night on felony battery charges after he punched a deputy with the Alachua County Sheriff's Office, according to a booking report.

Deputies were called to Harbor Cove Apartments, 6815 W. University Ave., at 7:50 p.m. on a report of domestic violence and found a man was arguing with the mother of his children. They spoke with Octavian Arnold, 22, who was complaining about not having a job. Arnold did not live at the apartment and the property manager told him to leave, according to a booking report.

Arnold agreed to leave,

went to another apartment to gather some belongings and got into another argument. He walked outside screaming and as the deputy tried to grab him, he punched the deputy in his face, the report states.

Arnold was arrested on charges of resisting an officer with violence, battery on an officer and trespassing and taken to the Alachua County jail.

At one point in one of the arguments, Arnold screamed, "If I go back, it will be for three to five years," the report states. An Alachua County court records search did not show any cases involving Arnold, nor did a search of a Florida Department of Corrections database.

Woman picking up Christmas tree lands in jail on assault charge

By Arek Sarkissian
Staff writer

A Gainesville woman was in jail Tuesday morning on an aggravated assault charge after police determined she tried to run over someone during a visit to pick up a Christmas tree.

On Monday at 12:14 p.m. Dominique Latoya Sherman, 25, showed up at a home on Southeast 12th Street to pick up her Christmas tree and got into an argument with her sister.

Sherman allegedly spit in the woman's face and then slapped her, prompting another woman at the scene to

tell her to leave, according to a booking report filed by a Gainesville Police Department officer.

Sherman got into her vehicle and tried to run over one of the women. GPD officers arrived moments later and Sherman returned, promising to beat up her sister and the other woman, the report states.

The GPD officers on scene charged Sherman with aggravated assault with a deadly weapon, battery and driving on a suspended or revoked license and booked her into the Alachua County jail.

Obituary Information

All obituaries are paid notices and are placed by the funeral home or crematorium handling the arrangements as a service to the family.

For more information:
337-0304 or 374-5017
obits@gvillesun.com
fax: (352) 338-3131

To subscribe
call 378-1416



In Memory



BEATRICE ELIZABETH GRIFFIN STONEY
Feb. 22, 1916 - Dec. 3, 2013
Gone but not forgotten. Bobby, Elaine, Bettye, Leo, Patria, Larry, Beverly.

ROSETTA HUNTER - MIMS
AUGUST 19, 1906 - DECEMBER 3, 1994

MOMMA,
It has been 20 years since you left your family. As we have walked through the journey of life, we all remember how you helped us to grow with Love, Truth, Respect and Honesty. Daddy and two of your precious children have met you in heaven. You made us all who we are today, and will always remember you in life's passing for no "Mamma" could continue to touch our life as you have.

"Mims Family"

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a proposed Rezoning for the Heritage Oaks development on ±41.7 acres generally located in the northwest quadrant of U.S. 441 and I-75, east of Santa Fe High School (Tax Parcels #03053-001-000 and 03053-010-000 through 03053-010-054). The proposed changes will amend the Official Zoning Atlas from Planned Unit Development (PUD) to Planned Development-Residential (PD-R). A site plan for Heritage Oaks Phase II will also be discussed at this meeting. This is not a public hearing.

The meeting's purpose is to inform neighboring property owners of the proposal's nature and to seek their comments.

The meeting is Wednesday, December 17, at 6:00 p.m. at the Alachua County Library - Alachua Branch, Meeting Room B, 14913 NW 140th Street, Alachua, FL 32615.

Contact: Craig Brashier, AICP

Phone Number: (352) 331-1976



COUNTY: 75 percent of voters backed amendment

Continued from 1B

The constitutional amendment easily passed in November with 75 percent of voters supporting it, but people don't yet know how the state Legislature will decide to implement it.

Over the next two decades, Amendment 1 is expected to result in more than \$10 billion being set aside for conserving, managing and restoring Florida's land and water resources, according to voteyeson1fl.org, a website helmed by Florida's Water and Land Legacy, the coalition that worked to get the amendment on the ballot.

The money will come from fees the state collects on real estate transactions, which are known as documentary stamps or "doc stamps."

Chris Bird, Alachua County's environmental protection director, told the commission Tuesday that a lot of people want to get a piece of this money.

"We think it's important for Alachua County to be competitive," he said.

This is an opportunity to provide input to the Florida Legislature on what the county thinks the priorities should be for this funding, Bird explained.

Newly elected Commissioner Ken Cornell said they want to portray that the county is ready, willing and able to get a good return on this constitutional amendment.

The commission approved some revisions to its 2015 state legislative program during Tuesday's meeting in advance of today's state delegation hearing, which will be held at the Downtown Library from 2 to 6 p.m.

Legislators who are part of Alachua County's state legislative delegation will hear from members of the community about their concerns regarding next year's session.

The county's 2015 state legislative program says the local government supports reinstating funding for the State Land Acquisition Trust Fund in order to fully fund established Florida Forever programs.

The county also believes a portion of the funds should go to local governments and would like to see some money — to the extent that it is set aside for water-resources projects — spent on endeavors with a high return on investment, according to its state legislative program.

A project could demonstrate that by affording substantial and permanent net improvements such

as increasing aquifer recharge or cutting back on groundwater pumping.

One thing the county opposes, however, is using the amendment to replace existing funding for such things as springs protection.

Commissioner Robert "Hutch" Hutchinson told The Sun that Amendment 1 is a top priority for Alachua County because the voters were so clear in their support of it.

A lot of local residents were involved in the push for the amendment, Hutchinson said. The groups involved in getting the measure on the ballot met twice in Alachua County to hammer out the details.

"There's no way that Alachua County should not lead the charge in making sure the money is spent the way the voters intended," he said.

The concern over how the Amendment 1 funding will be spent isn't something that will be entirely resolved this year, Hutchinson said. He said he thinks it will be a conversation they have to have every year with the state Legislature to ensure the money continues to be used properly.

Contact Morgan Watkins at 338-3104 or morgan.watkins@gainesville.com.

THIS IS AN UNOFFICIAL WORKING VERSION.
ONLY THE RECORDED VERSION IS OFFICIAL.

This instrument prepared by:
Charles E. Wallace, Ph.D.
HOPOA Secretary
16621 NW 165th LN.
Alachua, FL 32615
Until legally confirmed

**AMENDMENT TO THE FIRST AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR HERITAGE OAKS**

THIS AMENDMENT TO THIS FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR HERITAGE OAKS (hereinafter referred to as "Amendment 1") is made on the ____th day of _____, 2016 by the Heritage Oaks Property Owners Association, Inc. (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Association filed the " FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS" (hereinafter the "Declaration") on March 18, 2014 which Declaration is recorded in Official Records Book 4264, Page 168 of the Public Records of Alachua County, Florida; and

WHEREAS such Declaration in Article 3, Section 3.2 provided that Association by amendment may submit or annex additional property of the "HERITAGE OAKS" Development as property subject to such declaration, and also provides for amendment to such Declaration; and

WHEREAS Duration Builders, Inc. (hereinafter "Developer") has acquired all real property in the subdivision known as Heritage Oaks, Phase II (Parcel No. 03053-001-000) as recorded in Official Records Book 4231, Page 1068 of the Public Records of Alachua County, Florida; and

WHEREAS Developer has submitted a Planned Development (PD) in the City of Alachua, Florida (hereinafter "City") known as Heritage Oaks Planned Development-Residential (PD-R); and

WHEREAS Developer wishes to improve that portion of the PD-R known as Heritage Oaks Phase II (hereinafter "Phase II"); and

WHEREAS City has approved a Master Plan for development of Phase II in City Ordinance 15-05; and

WHEREAS Section 7.7.2 of the City Code of Ordinances requires that Developer shall have a Declaration of Covenants and Restrictions and establish a home or property owners' association prior to selling homes or lots in Phase II; and

WHEREAS Section 7.7.2 requires certain notifications regarding responsibility for liability insurance, local taxes, and maintenance; and

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ONLY THE RECORDED VERSION IS OFFICIAL.

WHEREAS by letter to the Association dated _____, 2015, Developer has requested that Phase II be annexed into the Heritage Oaks Property Owners Association and that Developer wishes to transfer all common area/open space in Phase II (identified as "C-2" in Ordinance 15-05) to Association upon inspection and acceptance by the City; and

WHEREAS at its Annual Meeting on January _____, 2016, the Membership of Association agreed in principle to annex Phase II and accept the common areas, effective when the infrastructure for Phase II is accepted by the City; and

WHEREAS the Association desires to make other miscellaneous changes to the Declaration;

NOW, THEREFORE, Association hereby declares that such Declaration be amended to submit "HERITAGE OAKS PHASE II" according to the plat thereof recorded in Plat Book _____, Page(s) _____ of the Public Records of Alachua County, Florida as additional property the subject of such ~~d~~Declaration with all provisions applicable to "HERITAGE OAKS PHASE I-" as set forth in said Declaration to be applicable to the property submitted by this Amendment, to become effective when the infrastructure for Phase II is accepted by the City.

NOWAND, THEREFORE, Association hereby declares that the said Declaration is amended to reflect the following changes made to the articles and sections indicated:

~~WHEREAS Association hereby declares that Article 1, Section 1.010, of said Declaration as it applies to Heritage Oaks Phase II and all subsequent Phases is hereby amended to read as follows add at the end: "~~

~~Under no circumstances shall the City provide liability insurance for any common areas or recreational facilities."~~

~~WHEREAS Association hereby declares that the following changes be made to the articles and sections indicated:~~

Article 2, Section 2.28, add to the end of the first sentence: ", City Ordinance 15-05, and/or any subsequent City Ordinance, which creates setbacks or modifies same, whichever specific requirements are the latest".

Article 2, Section 2.32, add at the end: "As per Section 3, #6, Ordinance 15-05, all Category I and II exotic plant species shall be removed from the site and properly disposed of at the time of construction of the development (prior to the City accepting public infrastructure)." As per Section 3, #6, Ordinance 15-05, all Category I and II and exotic plant species shall be removed from the site and properly disposed of at the time of construction of the development (prior to the City accepting public infrastructure). Regular site monitoring shall be required to ensure no Category I and/or Category II exotic plant species establish/re-establish on site."

~~Article 3, Section 5: delete the words "two days".~~

~~Article 5, Section 5.2: replace the first sentence with "Election: Election to the Board of Directors shall be by a show of hands, secret written ballot, or by acclamation if there are no positions contested."~~

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ONLY THE RECORDED VERSION IS OFFICIAL.

Article 7, Section 7.2, add to the end: “, City Ordinance 15-05, and/or any subsequent City Ordinance, which creates setbacks or modifies same, whichever specific requirements are the latest”.

| ~~{Various locations: consider changing the level of voting to approve.}~~

THIS IS AN UNOFFICIAL WORKING VERSION.

ONLY THE RECORDED VERSION IS OFFICIAL.

IN WITNESS WHEREOF, the Association has executed this instrument the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Heritage Oaks Property Owners'
Association, Inc., a Florida Corporation

Witness: _____

By: _____

Its President

Witness: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____th day of _____, 2015
by _____ as President, on behalf of Heritage Oaks Property Owners'
Association, Inc., a Florida Corporation, who is personally known to me.

Notary Public

My commission expires: _____



GAINESVILLE:
132 NW 76th Dr., Gainesville, FL 32607
P: (352) 331-1976 / F: (352) 331-2476

OCALA:
101 NE 1st Ave., Ocala, FL 34470
P: (352) 414-4621

WWW.CHW-INC.COM

MEMORANDUM

To: Neighbors of Heritage Oaks PN 13-0459
From: Craig Brashier, AICP, Project Manager
Date: December 3, 2014
RE: Neighborhood Workshop Public Notice

Causseaux, Hewett, & Walpole, Inc. (CHW) will be holding a Neighborhood Workshop to discuss a proposed Rezoning for the Heritage Oaks development on ± 41.7 acres generally located in the northwest quadrant of U.S. 441 and I-75, east of Santa Fe High School (Tax Parcels #03053-001-000 and 03053-010-000 through 03053-010-054). The proposed changes will amend the Official Zoning Atlas from Planned Unit Development (PUD) to Planned Development–Residential (PD-R). A site plan for Heritage Oaks Phase II will also be discussed at this meeting. This is not a public hearing.

Date: Wednesday, December 17, 2014
Time: 6:00 p.m.
Place: Alachua County Library - Alachua Branch
Meeting Room B
14913 NW 140th Street
Alachua, FL 32615
Contact: Craig Brashier, AICP
(352) 331-1976

This is not a public hearing. The purpose of the workshop is to inform neighboring property owners of the proposal's nature and to seek comments. We look forward to seeing you at the workshop.

G:\JOBS\2013\13-0459\NHWS\MAILOUT_141203_NHWS.docx



Tax Collector Home

Search

Reports

Shopping Cart

2014 Roll Details — Real Estate Account At 16135 NW US HIGHWAY 441

Real Estate Account #03053 001 000

Parcel details

Latest bill

Full bill history

Pay All: \$1,026.96	2014	2013	2012	2011	...	2002
	\$1026.96 due	Paid	Paid	Paid		Paid

Get Bills by Email

Owner: DURATION BUILDERS INC
PO BOX 357665
GAINESVILLE, FL 32635-7665
Situs: 16135 NW US HIGHWAY 441

Account number: 03053 001 000
Alternate Key: 1011354
Millage code: 1700
Millage rate: 24.8319

Assessed value: 42,200
School assessed value: 42,200

Location is not guaranteed to be accurate.

Property Appraiser

- GIS

2014 annual bill

Ad valorem: \$1,047.92

Non-ad valorem: \$0.00

Total Discountable: 1047.92

No Discount NAVA: 0.00

Total tax:

View

Legal description

E 18 CHS OF W 37.7 CHS OF S 46.42 CHS OF N 70.30 CHS N OF US 441 (LESS THE S 1000 FT PER OR 2296/2823)(LESS HERITAGE OAKS PHASE 1 PER PB 24 PG 79) OR 4231/1068

Location

Book, page, item: --

Geo number: 09-08-18-03053001000

Range: 18

Township: 08

Section: 09

Pay this bill: \$1,026.96

HERITAGE OAKS

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2849739 75 PG(S)
March 18, 2014 02:18:35 PM
Book 4264 Page 168
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida



FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS

Approved by HOPOA Membership, 2/28/14

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

ARTICLE 1	7
DEFINITIONS	7
Section 1.1 "Architectural Review Board" or "ARB":.....	7
Section 1.2 "Articles"	8
Section 1.3 "Assessments"	8
1.3.1 "Common Assessment"	8
1.3.2 "Special Assessments"	8
1.3.3 "Reconstruction Assessment"	8
1.3.4 "Capital Improvement Assessment"	8
Section 1.4 "Association"	9
Section 1.5 "Board" or "Board of Directors"	9
Section 1.6 "Bylaws"	9
Section 1.7 "City"	9
Section 1.8 "County"	9
Section 1.9 "Common Areas"	9
Section 1.10 "Common Expenses"	10
Section 1.11 "Developer": Shall mean and refer to any licensed property developer and/or home builder owning Lots in the Property who develops said Lots for sale to third parties.	10
Section 1.12 "Declaration"	10
Section 1.13 "Dwelling Unit"	11
Section 1.14 "Front Yard"	11
Section 1.15 "Lot"	11
Section 1.16 "Member"	11
Section 1.17 "Owner"	11
Section 1.18 "Plat"	11
Section 1.19 "Property"	12
Section 1.20 "Rear Yard"	12
Section 1.21 "Rentable Lots"	12
Section 1.22 "Side Yard"	12
Section 1.23 "Surface Water or Storm Water Management System"	13
ARTICLE 2	13
USE RESTRICTIONS	13
Section 2.1 Use Restrictions	13
Section 2.2 Residential Use Only	13
Section 2.3 Rental Properties.....	14
Section 2.4 Minimum Square Footage	14
Section 2.5 Subdivisions - Multi Units.....	14
Section 2.6 No Temporary or Accessory Structures.....	15
Section 2.7 Livestock and Animal Restrictions.....	15
Section 2.8 Restriction on Activity.....	15
Section 2.9 Restrictions on Walls, Fences or Hedges.....	16
Section 2.10 Garages	16
Section 2.11 Insect, Fire Control and Trash Removal	16

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 2.12	Clothes Lines	17
Section 2.13	Exterior Antennas,	17
Section 2.14	Exterior Paint.....	17
Section 2.15	Signs	18
Section 2.16	Exterior Maintenance.....	18
Section 2.17	Allowable Trim and Decoration	19
Section 2.18	Window Tinting.....	19
Section 2.19	Unit Air Conditioners and Solar Panels.....	19
Section 2.20	Interior Maintenance.....	20
Section 2.21	Tree Removal Restrictions.....	20
Section 2.22	Vehicles	21
Section 2.23	Construction on Lots.....	21
Section 2.24	Recreational Equipment.....	21
Section 2.25	Grassed Areas and Yards.....	22
Section 2.26	Vacant Lots.....	22
Section 2.27	Pools	23
Section 2.28	Setback Requirements and Building Location.....	23
Section 2.29	Storage	23
Section 2.30	Household Garbage and Yard Trash.....	23
Section 2.31	Containers and Fuel Tanks	24
Section 2.32	Gardens and Prohibited Plants.....	24
Section 2.33	Lighting and Utilities.....	24
Section 2.34	Driveways.....	24
Section 2.35	Mail Boxes.....	25
Section 2.36	Leases	25
Section 2.37	Lot Septic Systems and Well.....	26
Section 2.38	Motorized Vehicles.....	26
Section 2.39	Architectural Standards.....	26
ARTICLE 3	.....	28
PROPERTY SUBJECT TO THIS DECLARATION.....		28
ANNEXATIONS; PROPERTY RIGHTS.....		28
Section 3.1	The Property	28
Section 3.2	Annexation.....	28
Section 3.3	Owner's Easements of Enjoyment	29
3.3.1	.....	29
3.3.2	.....	29
3.3.3	.....	29
Section 3.4	Maintenance Easements.....	29
Section 3.5	Easement for Access and Drainage.....	29
Section 3.6	Delegation of Use	30
Section 3.7	Construction and Sales	30
Section 3.8	Utility Easements.....	30
Section 3.9	Alachua Gateway Center Surfacewater Management Associations	31
Section 3.10	Right to Vacate	31
ARTICLE 4	.....	31

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

MEMBERSHIP AND VOTING RIGHTS	31
Section 4.1 Membership in Association	32
Section 4.2 Voting Rights in Association	32
ARTICLE 5	32
COVENANT FOR MAINTENANCE ASSESSMENTS.....	32
Section 5.1 Creation of the Lien and Personal Obligation for Assessments.....	32
Section 5.2 Purpose of Assessments.....	32
Section 5.3 Maintenance.....	33
Section 5.4 Fixing Common Assessment	33
5.4.1.....	33
5.4.2.....	33
5.4.3.....	33
5.4.4.....	33
5.4.5.....	34
Section 5.5 Assessments for Capital Improvements.....	34
Section 5.7 Uniform Rate of Assessment	35
Section 5.8 Date of Commencement of Assessments.....	35
ARTICLE 6	35
COLLECTION OF ASSESSMENTS	35
Section 6.1 Monetary Defaults and Collection of Assessments	35
6.1.1.....	35
6.1.2.....	36
6.1.3.....	36
6.1.4.....	37
6.1.5.....	37
Section 6.2 Non-Monetary Defaults	39
6.2.1.....	39
6.2.2.....	39
6.2.3.....	39
Section 6.3 Fines	40
Section 6.4 Negligence.....	41
Section 6.5 Responsibility of an Owner for Occupants, Tenants, Guests and Invitees	41
Section 6.6 Right of Association to Evict Tenants, Occupants, Guests, and Invitees	42
Section 6.7 No Waiver.....	42
Section 6.8 Rights Cumulative	42
Section 6.9 Enforcement By or Against other Persons.....	43
ARTICLE 7	43
ARCHITECTURAL REVIEW	43
Section 7.1 Composition of Architectural Review Board.....	43
Section 7.2 Large Homes.....	43
Section 7.3 Scope of Review	44
Section 7.4 Submission of Plans.....	44
Section 7.5 Plan Review.....	44
Section 7.6 Contingent Approval	45

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 7.7	Maintenance.....	45
Section 7.8	Non-conforming Structures	45
Section 7.9	Immunity of ARB Members	46
Section 7.10	Address for Notice	46
Section 7.11	Variances	46
Section 7.12	Attorneys' Fees and Costs	47
ARTICLE 8	.....	47
EASEMENT RESERVED TO DEVELOPERS.....		47
Section 8.1	Easement over Common Areas.....	47
Section 8.2	Establishment of Easements	48
8.2.1	.....	48
8.2.2	.....	48
8.2.3	.....	48
ARTICLE 9	.....	48
COVENANTS AGAINST PARTITION AND.....		48
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS		48
ARTICLE 10	.....	49
AMENDMENTS TO DECLARATION		49
Section 10.1	General Amendments	49
Section 10.2	Additional Requirements for Amendments	49
ARTICLE 11	.....	49
SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM		49
Section 11.1	Responsibility for Surface Water or Storm Water Management System.....	49
Section 11.2	Enforcement.....	49
Section 11.3	Additional Requirements for Amendments	50
ARTICLE 12	.....	50
GENERAL PROVISIONS.....		50
Section 12.1	Enforcement.....	50
Section 12.2	Severability	50
Section 12.3	Duration	50
Section 12.4	Right of Association to Merge.....	51
12.4.1	.....	51
12.4.2	.....	51
Section 12.5	FHA/VA Approval	51
Section 12.6	Transfer of Assets to Local Government	52
Section 12.7	Litigation	52

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

**FIRST AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS
FOR
HERITAGE OAKS**

THIS FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS for HERITAGE OAKS (hereinafter referred to as the “*Declaration*”) is made on the date hereinafter set forth by the Heritage Oak Property Owners Association, Inc. (hereinafter referred to as the “Association”).

WITNESSETH:

WHEREAS, certain real property located in Alachua County, Florida, is platted as *Heritage Oaks* as per plat thereof recorded in Plat Book 24, at Pages 79 through 82, inclusive, public records of Alachua County, Florida (hereinafter referred to as the “*Property*”); and

WHEREAS, the developer of Heritage Oaks created the Association for the purpose of managing the subdivision and implementing and enforcing the Covenants, Corporate Bylaws and Articles of Incorporation for the Heritage Oaks Subdivision; and

WHEREAS, the Association desires to provide for the preservation of the values in the Property and for maintenance of certain common facilities in the Property sometimes referred to herein as Heritage Oaks and designated by this Declaration and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, the Association has deemed it desirable for the efficient preservation of the values and amenities in the Property to has been delegated and assigned the powers of maintaining and administering the common area properties and facilities; administering and enforcing the

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the original Declaration of Covenants and Restrictions for Heritage Oaks was duly recorded with the State of Florida, Alachua County, on May 28, 2004; and

WHEREAS, the current Members have determined that it is in the best interest of the Heritage Oaks subdivision to substantially rewrite the Declaration of Covenants and Restrictions for Heritage Oaks referenced above, and to substantially rewrite the Articles of Incorporation and Bylaws to best represent the interest of the current Members and to best manage the subdivision improvements; and

WHEREAS, the founding Declaration is hereby amended by the affirmative vote or written consent of the Members having not less than two-thirds (2/3) of the votes of the Membership; and

NOW, THEREFORE, the Association declares that the afore-mentioned Declaration of Covenants and Restrictions for Heritage Oaks, duly recorded with the State of Florida, Alachua County, May 28, 2004, together with Amendment (1) recorded January 31, 2007, and Amendment (2) recorded May 12, 2008, be replaced entirely by this First Amended Declaration of Covenants and Restrictions for Heritage Oaks; and

NOW, FURTHER, that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1.1 “Architectural Review Board” or “ARB”: Shall mean the committee created pursuant to Article 7, Section 7.1 of the Declaration.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 1.2 **“Articles”:** Shall mean the First Amended Articles of Incorporation of the Association, which have been filed in the office of the Secretary of the State of Florida (a true copy of which is attached hereto as Exhibit “A”), including any amendments thereto.

Section 1.3 **“Assessments”:** Shall mean any of the types of Assessments defined below in this Section.

1.3.1 “Common Assessment”: Shall mean a charge against each Owner and his Lot, representing a portion of the expenses of operating, maintaining, repairing, improving and replacing the Common Areas, located within the platted subdivision of Heritage Oaks including, but not limited to, managing, operating, and maintaining the Surface Water or Storm Water Management System shall mean the exercise of practices, which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities permitted by the Suwannee River Water Management District.

1.3.2 “Special Assessments”: Shall mean a charge against one or more Owners and their Lots equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s) for such Owner(s)' failure to duly perform their obligations hereunder.

1.3.3 “Reconstruction Assessment”: Shall mean a charge against each Owner and his Lot representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements located on the Common Areas or any portion or portions of the Surface Water or Storm Water Management System.

1.3.4 “Capital Improvement Assessment”: Shall mean a charge against each Owner and his Lot representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Common Area which the Association may from time to time authorize.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

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- Section 1.4** **"Association"**: Shall mean and refer to Heritage Oaks Property Owners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- Section 1.5** **"Board" or "Board of Directors"**: Shall mean the Board of Directors of the Association.
- Section 1.6** **"Bylaws"**: Shall mean the First Amended Bylaws of the Association adopted by the Board (a copy of which is attached hereto as Exhibit "B") including any amendments thereto.
- Section 1.7** **"City"**: Shall mean the City of Alachua in the County of Alachua in the State of Florida.
- Section 1.8** **"County"**: Shall mean the County of Alachua in the State of Florida.
- Section 1.9** **"Common Areas"**: Shall mean and refer to those areas of land shown on any recorded subdivision plat of the Property, other than Lots, which areas are intended to be used and enjoyed by Owners of Lots in the Property, which include without limitation, any private roads, drainage areas, Surface Water or Storm Water Management System, easements for roads, walkways, parking areas, paths, utilities, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems, signage, structures, and landscaping thereon, including any Surface Water or Storm Water Management System (as defined below). Common Areas shall include, but not be limited to, Tract "A" and the Common Open Space as designated on the Plat. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, including the improvements thereon, owned by the Association or maintained by the Association for the common use and enjoyment of the Owners, are to be devoted to and intended for the common use and enjoyment of the Owners, Members of the Association, and their families, guests, and persons occupying "Dwelling Units" on a guest or tenant basis and any other
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**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Permitted Users, and to the extent authorized by this Declaration or by the Board of Directors.

Section 1.10 "Common Expenses": Shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Special Assessments and including those costs not paid by the Owner responsible for the payment); any costs incurred in exercising the rights of the Association granted in this Declaration, the costs of all utilities; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, gardening and other services benefiting the Common Areas, the costs of fire, casualty and liability insurance, Workmen's Compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability insurance for officers, employees and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof, and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

Section 1.11 "Developer": Shall mean and refer to any licensed property developer and/or home builder owning Lots in the Property who develops said Lots for sale to third parties.

Section 1.12 "Declaration": Shall mean and refer to this First Amended Declaration of Covenants and Restrictions for Heritage Oaks and any amendments and supplements thereto.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 1.13 **"Dwelling Unit"**: Shall mean and refer to a Lot as defined herein with a detached single-family residential unit constructed thereon for which a Certificate of Occupancy has been issued by the applicable governmental authorities.

Section 1.14 **"Front Yard"**: Shall mean the portion of each Lot described by drawing a line through the center point of any Dwelling Unit constructed on the Lot, which line runs parallel to the road or road right of way adjacent to the Lot. The Front Yard shall be the portion of the Lot on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Lots situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined, herein the determination of the ARB shall be controlling and final.

Section 1.15 **"Lot"**: Shall mean and refer to any plot or parcel of land shown upon the plat of Heritage Oaks and designated as a numbered Lot, and shall exclude any Common Areas owned in fee simple by the Association.

Section 1.16 **"Member"**: Shall mean and refer to any Owner.

Section 1.17 **"Owner"**: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "Lot" which is a part of or situated upon the Property; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

Section 1.18 **"Plat"**: Shall mean and refer to the subdivision of Heritage Oaks, as recorded in Plat Book "24," at Pages 79 through 82 of the public records of Alachua County,

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Florida, as the same may subsequently be partially vacated or abrogated, or modified.

Section 1.19 "Property": Shall mean and refer to the property platted as Heritage Oaks, as per plat thereof recorded in Plat Book 24 at Page 79, public records of Alachua County, Florida, as well as any other real property subjected to the Declaration pursuant to Article 3 hereof.

Section 1.20 "Rear Yard": Shall mean the portion of each Lot described by drawing a line through the center point of any Dwelling Unit constructed on the Lot, which line runs parallel to the road or road right of way adjacent to the Lot. The Rear Yard shall be the portion of the Lot on the side of the line so drawn lying furthest from the road or road right of way. The Rear Yard of Lots situated on the corner of multiple roads or road right of ways shall be the portion of the Lot lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined, herein the determination of the ARB shall be controlling and final.

Section 1.21 "Rentable Lots": Shall mean and refer to Lots designated as such by the Board of Directors.

Section 1.22 "Side Yard": Shall mean the portions of each Lot described by drawing a line through the point of the Dwelling Unit which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Lot, and by drawing a line through the point of the Dwelling Unit that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard or Side Yards shall be all portions of the Lot, exclusive of the Dwelling Unit, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard or Side Yards as defined herein, the determination of the ARB shall be controlling and final.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 1.23 **"Surface Water or Storm Water Management System"**: Shall mean and refer to a system, temporary or permanent, 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, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharge from the system, as permitted pursuant to the provisions of Part IV, Chapter 373, Florida Statutes.

ARTICLE 2

USE RESTRICTIONS

Section 2.1 **Use Restrictions:** The use restrictions contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property, except as distinction is made between the Rentable Lots and Dwelling Units

Section 2.2 **Residential Use Only:** No Lot shall be used for any purpose except for residential. The term "*residential*" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any Lot or Dwelling Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designated for residential use, with attached private garages, or detached private garages, guest houses, or storage facilities which have been approved by the ARB and are consistent with the primary residential use of the Property. The foregoing shall not prohibit a Developer, or contractors approved by a Developer, from using Dwelling Units as models or offices with the approval of the ARB. No mobile homes or modular homes shall be permitted on the Property, except as used by a Developer during construction with the approval of the ARB.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 2.3 Rental Properties: In order to create a stable neighborhood, the rental of Dwelling Units shall be, with exception of Dwelling Units constructed on the Rentable Lots, strictly prohibited. Dwelling Units on the Rentable Lots may be rented to third parties but not for lease terms of not less than six (6) months and subject to the provisions of Section 2.36 below. The Board, by filing amendments hereto, may designate additional Lots as Rentable Lots and, with the consent of the then Owner of a Rentable Lot, may remove the designation of any Lot as a Rentable Lot. At no time may more than 10 percent (10%) of the Lots within the Property be designated as Rentable Lots, unless approved by the Board for special circumstances.

Section 2.4 Minimum Square Footage: The ground floor of any single story Dwelling Unit erected on a Lot shall not be less than 1,450 square feet of living area. A two-story Dwelling Unit erected on a Lot shall have a minimum first floor living area of 1,450 square feet. Living area must be heated and cooled and excludes garages, open porches, decks, and atriums, whether or not heated and cooled. The minimum and maximum roof pitch and fascia width shall be determined by the ARB. Each Dwelling Unit shall contain a garage providing space for at least two (2) automobiles.

Section 2.5 Subdivisions - Multi Units: Only one Dwelling Unit may be erected on each Lot, although an additional garage apartment or detached guesthouse may be permitted by the ARB. No Lot may be subdivided, except to increase the size of an Owner's property upon which a single Dwelling Unit is constructed. A Developer shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. A Developer may make other adjustments to the Plat if Owners are not materially affected or if all Owners who would be materially affected consent to the modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent shall be deemed given if an Owner does not object in writing to a request for the Owner's consent. A Developer may also replat a Lot or Lots and convert all or a

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

portion of the same to Common Areas, or to other legal purposes, without the consent of the other Owners, whereupon such platted Lot or Lots shall no longer be deemed a "*Lot*."

Section 2.6 No Temporary or Accessory Structures: No portable, storage, temporary or accessory buildings, sheds or structures,, screening, (except for windows), or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the ARB; provided, however that this prohibition shall not apply to shelters used by a Developer or a licensed contractor during the construction of any Dwelling Unit.

Section 2.7 Livestock and Animal Restrictions: No animal shall be kept or maintained on any Lot except conventional household pets (such as dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Lots. The ARB shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Lots. Such permitted animals shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner, a member of the Owner's family or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. All persons subject to these First Amended Covenants and Restrictions shall conform to Alachua County Ordinances 83-7 and 06-27 regarding control of animals, which generally do not allow animals (excepting domestic cats) to run free in the Property. Any person walking a dog or other animal shall be responsible for picking up all non-liquid waste left by the animal, and shall subsequently dispose of same waste in a safe and proper manner. The Board of Directors may authorize exceptions to this restriction.

Section 2.8 Restriction on Activity: No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling Unit, nor shall anything be

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by a Developer in the construction, sale, or maintenance of improvements upon the Property.

Section 2.9 Restrictions on Walls, Fences or Hedges: No wall, fence or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, location, and surrounding landscaping have been approved by the ARB in accordance with Article 7 hereof. The determination of the ARB as to what is reasonable hereunder shall be conclusive. No wall or fence may be painted or altered in appearance from the appearance approved by the ARB without subsequent ARB approval. No chain-link, barb wire, hog wire, chicken wire, or similar fencing will be permitted, except that the ARB may permit vinyl fencing in the Rear Yard of a Lot adjacent to the Dwelling Unit, and may permit otherwise approved fencing to be backed with field wire. All hedges must be neatly trimmed.

Section 2.10 Garages: Each Dwelling Unit shall have an attached or detached garage designed for storage of at least two (2) automobiles. Garages must be maintained operational for the storage of automobiles, boats, or other motor vehicles. In order to maintain a harmonious appearance, no garage doors on any Dwelling Unit may face an adjacent public or private right-of-way. The garage doors of a detached garage may face a public or private right-of way only if the detached garage is located in the Rear Yard and is approved by the ARB. Garage doors shall be opaque and shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 2.11 Insect, Fire Control and Trash Removal: In order to implement effective insect, reptile, rodent, and fire control, the Association and its agents shall have the right, but not the duty, to enter upon any Lot, such entry to be made by

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash, which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this Section shall constitute a Special Assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit, as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken with ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

Section 2.12 Clothes Lines: No exterior clotheslines or drying areas shall be permitted within public view.

Section 2.13 Exterior Antennas, All exterior antennas must be in compliance with the Federal Communications Commission (FCC) Over-the-Air Reception Devices (OTARD) rules.

Section 2.14 Exterior Paint: No paint may be used on the exterior of any Dwelling Unit in a color other than the color of exterior paint used in the original construction of the Dwelling Unit, without the prior written consent of the ARB.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 2.15 Signs: No commercial sign or other sign shall be erected or maintained on any Lot or Dwelling Unit within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Lot or Dwelling Unit for sale or for rent; except for a single commercial real estate sign not exceeding 24" x 30" may be displayed on any Lot without the prior permission of the ARB. Property identification, and like signs, exceeding a combined total of more than one (1) square foot may not be erected (or affixed to a Dwelling Unit) without the written permission of the ARB. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No home site may display more than one sign for any individual political candidate or issue. All political signs must be removed within one week after the final election concerning any individual or issue. These restrictions shall not apply to restrict a Developer from erecting such signs as the Developer deems in its sole discretion to be necessary to assist the Developer in selling any Lot or Dwelling Unit.

Section 2.16 Exterior Maintenance: Each individual Owner shall have the responsibility to maintain the exterior of their respective Dwelling Unit. Failure to maintain the exterior of the Dwelling Unit in reasonable condition, as determined by the ARB shall constitute a Non-Monetary Default pursuant to Section 6.2 entitling the Association to levy a fine. In addition to the foregoing, the Association shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Lots, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner. If the Owner fails to pay, then the Association shall have the right to impose a Special Assessment against said Owner to pay for the cost of repairs and replacements. Such Assessment shall in

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

every respect constitute a lien on the Lot or Dwelling Unit, as would any other Assessments by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this Section.

Section 2.17 Allowable Trim and Decoration: No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in Section 2.15 above without the prior written consent of the ARB. All other outside decorations and ornaments, whether affixed to the Dwelling Unit or placed elsewhere on the Lot, are prohibited, unless approved by the ARB. This restriction shall not apply to seasonal decorations from no more than one month prior to the holiday to which the decorations are related until no more than two weeks after said holiday, and to a single flagpole, which may not, however, extend higher than the roof of the Dwelling Unit.

Section 2.18 Window Tinting: No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the ARB.

Section 2.19 Unit Air Conditioners and Solar Panels: No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the ARB. It is the intention of this provision to authorize the ARB to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units shall be located in the Rear Yard or Side Yard and

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

shall be effectively screened by plant matter or opaque fencing approved by the ARB. The ARB shall strictly regulate the installation of solar panels.

Section 2.20 Interior Maintenance: Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of said Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs, after at least ten (10) days written notice to the Owner of the extent of the repairs and when they will be made, to the interior of such Dwelling Unit or take steps to secure the Dwelling Unit to remove or correct the health or safety hazard and shall be entitled to make a Special Assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit, as would any other Assessment by the Association.

Section 2.21 Tree Removal Restrictions: No living tree larger than eight inches (8") in diameter at two feet (2') above ground level, shall be cut down, destroyed, or removed from the Property without the prior approval of the ARB. All requests for approval of tree removal shall be submitted to the ARB along with the plans showing generally the location of such tree(s). This restriction shall not apply to a Developer in the course of construction, sales, or maintenance of improvements upon the Property. Anyone violating the provisions of this Section will be required to replace such tree(s) with tree(s) of like kind, size, and condition within thirty (30) days after demand by the Association. If the Owner fails or refuses to replace the tree(s) as demanded, the Association will cause suitable replacements to be planted and the cost thereof shall be a lien against the Lot of the Owner. The Owner grants the Association, its agents and employees, an easement for ingress and egress over and across said Lot to enable it to comply with this Section.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 2.22 Vehicles: All automobiles and vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, shall be parked within the Property overnight either in the garage, in the driveway or in the approved overnight parking areas as indicated on the Heritage Oaks parking map. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, may be parked or maintained on any Lot, or within the Common Areas, except within an enclosure or screened in a fashion approved by the ARB. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while providing services to the Property. All vehicles parked on the Property must be in good condition. No vehicle that is unlicensed or cannot operate under its own power shall remain on the Property for more than twenty-four (24) hours. Major vehicle repairs and maintenance may be performed inside a (normally) closed garage.

Section 2.23 Construction on Lots: All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit shall be completed within twelve (12) months from the issuance of the building permit for that Dwelling Unit. All construction on any Lot shall be at that Lot Owner's risk and that Lot Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Lot. Repairs of construction damage must be made within thirty (30) days.

Section 2.24 Recreational Equipment: All permanent recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard unless approved by the ARB. Any other recreational equipment shall be kept within the Dwelling Unit except when in use, except for a single

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

basketball pole and hoop, which may be erected adjacent to the driveway serving the Dwelling Unit.

Section 2.25 Grassed Areas and Yards: All Lots shall, upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped in accordance with plans submitted to, and approved by, the ARB. All yards shall be landscaped pursuant to the requirements of Section 720.3075(4), Florida Statutes and any landscape requirements of the Suwannee River Water Management District. Grass and other ground cover materials shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All grass shall be of a type approved by the ARB. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to ensure healthy growth, color, and appearance. Decorative rock yards and paved yards are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Dwelling Unit, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Lot including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Each Owner shall maintain the portions of his Lot lying between the Owner's Lot and the pavement of any adjacent paved street, including culverts.

Section 2.26 Vacant Lots: The grassy areas of any vacant Lots shall be kept regularly mowed and trimmed, and all areas of vacant Lots shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. The Association shall have the right,

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

but not the duty, to provide such maintenance to vacant Lots, after ten (10) days' notice to the Owner of a vacant Lot to perform such maintenance and failure by the Owner to perform said maintenance. The Owner shall pay any and all costs incurred by the Association in performing maintenance under this Section.

Section 2.27 Pools: All Pools will require approval of the ARB. All pool enclosures, including screening, must be approved by the ARB.

Section 2.28 Setback Requirements and Building Location: All Dwelling Units shall be set back from property lines at least as required by City Ordinance 05 12. Additional easements may exist on each property.

Section 2.29 Storage: No items may be stored on a Lot outside a Dwelling Unit or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. An Owner shall store all tools, supplies, and equipment, including unsecured garden hoses and sprinklers, out of view, except for when in use.

Section 2.30 Household Garbage and Yard Trash: No Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Dwelling Unit out of sight from the street in front of the Lot or within an approved fenced area. On those days and only on those days when garbage pickup or trash pickup are made at the Lot, the Owners shall place their garbage (bagged and tied or in a garbage container) on their Lot and adjacent to the street for pickup not earlier than the day prior to the day of pickup. All receptacles will be removed from the curbside no later than the day following the day pickup. Nothing contained herein shall prohibit a Developer, or any builder of a Dwelling Unit, from

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this section, on a Lot or on the Properties during construction of improvements to the Properties or construction of a Dwelling Unit.

Section 2.31 Containers and Fuel Tanks: All garbage and trash containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Dwelling Unit. Any such garbage or trash containers, bottled gas tanks, or water softeners and tanks for irrigation wells located in the Rear Yard or Side Yard shall be located adjacent to the Dwelling Unit and shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property. Any such screened area shall be constructed or landscaped in such a manner as to be inaccessible to dogs or other animals and shall be in form and of a material approved by the ARB.

Section 2.32 Gardens and Prohibited Plants: Vegetable gardens may be grown only in the Rear Yard and shall constitute an area of no more than three hundred (300) square feet. The cultivation and maintenance of illegal plants is prohibited.

Section 2.33 Lighting and Utilities: All exterior lighting on any Lot or Dwelling Unit must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Lot upon which the lighting is erected. The ARB shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by a Developer, the Association, or any governmental entity. All utilities existing on or across a Lot shall be underground.

Section 2.34 Driveways: All driveways shall be constructed of concrete, brick, or ornamental pavers, and shall extend from the pavement of a street adjacent to the Lot to the

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

garage constructed on the Lot. Driveways shall not be painted unless approved by the ARB.

Section 2.35 Mail Boxes: No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner unless the size, location, design, and type of material for said boxes or receptacles shall have been approved by the ARB and said boxes shall display only the name of the Owner and the street number of the Lot. Nothing may be added or attached to the mailbox, paper box, or post supporting the same, including without limitation, flags, signs, flowers, decorations, numbers, and license plates.

Section 2.36 Leases: All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision:

The lessee hereby acknowledges that this lease is subject to the Amended Declaration of Covenants and Restrictions for Heritage Oaks, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorney's fees.

(In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference.) In the event a lessee or a lessee's invitee, guest, or licensee of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

thereto. No lease shall be for a term of less than three months. The Declaration shall have the right to collect attorney's fees against any occupant or tenant and the owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration.

Section 2.37 Lot Septic Systems and Well: Each Lot will be serviced by the City of Alachua Sewer System and septic systems are not allowed. Wells for irrigation are allowed, but must be approved by the ARB and shall meet all City, County, and State requirements.

Section 2.38 Motorized Vehicles: With the exception of motorized vehicles used in the regular maintenance and upkeep of a Lot, no motorized vehicle may be used within the Common Areas. The Association shall have the authority to determine when violations of this restriction have occurred and may levy fines for the enforcement of the same pursuant to Article 6.

Section 2.39 Architectural Standards: The architectural standards are controlled by the Architectural Review Board (ARB). The ARB may approve exceptions to these standards. In the event of a dispute over architectural standards between a Property Owner, or Builder, and the ARB, the Board of Directors of the Association shall mediate the dispute. Effective January 1, 2013, all new dwelling units in Heritage Oaks shall conform to the following specifications:

1. Architectural Style: All dwellings shall conform to the Florida Traditional (a variation of the Craftsman) Style represented by the original designs offered by the original developer of Heritage Oaks and subsequently offered by Duration Builders. The style is characterized by having multiple roof structures with use of gables, front porches generally adequate for gathering, and a consistent use of building materials and exterior appearance.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

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2. Sidewalks: All dwelling units shall have concrete sidewalks parallel to the front street (excluding the driveway if in front) and walkways extending from the main entrance porch to the sidewalk. It is acceptable, but not required to extend the main walkway to the curb. All sidewalks shall be 5 feet wide and walkways shall be at least 3 feet wide, unless otherwise approved by the ARB. When constructed, the sidewalk shall be picture framed and grooved in a manner to channel cracking along the joints and avoiding unsightly random cracking.
 3. Wall Plates: All first-story wall plates (i.e., main ceiling height) of the main dwelling shall be 10 feet; however garages may have a wall plate of at least 8 feet. If the dwelling is two-story, the second story shall also have a wall plate of 10 feet, unless this would result in the total building height exceeding the maximum, permitted by city building codes. So-called bonus rooms over a garage are not affected by the second-story restriction.
 4. Roof Slopes: To maintain the architectural style of the dwellings, the main roof structure shall have a slope of at least 7:12 (vertical-to-horizontal) and at most 10.5:12. Separate sections of roofs over other areas shall be sloped at least 7:12 and at most 9:12. Roof segments may be changed to create a tiered effect. Roof extensions over porches or lanais not covered by the main roof structure shall have a slope of at least 4:12 if the slope is away from the main structure; however, it is preferred to cover such porches or lanais with a gabled roof. Window gables should be sloped 6:12.
 5. Building Materials and Appearance: The ARB shall establish standards and/or specifications (referred to as "Covenants Guidelines") for architectural design details, building materials, trim and shutters, exterior paint colors, roofing materials and colors, landscaping designs and materials, and other items of exterior appearance of lots and houses not otherwise covered in these Covenants and Restrictions. The Covenant Guidelines shall be binding upon all construction in the subdivision.
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**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION

ANNEXATIONS; PROPERTY RIGHTS

Section 3.1 **The Property:** The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 3.2 **Annexation:** Additional land adjacent to the Property may be annexed to the Property by the Association with the consent of the Owners provided that if any Mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), then consent of the FHA and/or the VA to such annexation must be obtained, and provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Lots within the land so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter, upon the same terms and conditions as initial Members of the Association. The Owners of the Lots shall be subject to its rules, regulations, Articles and Bylaws in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners. When land is annexed, the Association shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed. In the event of annexation as set forth herein, any portion of the Property then owned by a Developer or Association may be designated as Common Areas for the use and benefit of the Members. For example, upon annexation a Developer may convert a Lot within the original Property, or a portion thereof, to be a Common Area to provide ingress and egress to the land annexed.

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Section 3.3 Owner's Easements of Enjoyment: Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

3.3.1 Any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, or other conveyance or agreement creating the right of the Association in and to that portion of the Common Areas; and

3.3.2 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument, signed by Members representing a majority of the votes of the membership, agreeing to such dedication or transfer has been recorded; and

3.3.3 The right of the Association to implement reasonable rules and regulations, which shall apply uniformly to each Owner, for the use of the Common Areas.

Section 3.4 Maintenance Easements: The Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable. The easement granted herein shall not entitle the Association to enter any Dwelling Unit unless specifically authorized by other provisions of this Declaration.

Section 3.5 Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

Management System for access to operate, maintain, or repair the system. By this easement the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by Southwest Florida Water Management System permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Storm Water Management System. No person shall alter the drainage flow of the Surface Water or Storm Water Management System, including buffer areas or swales, without the prior written approval of the Suwannee River Water Management District.

Section 3.6 Delegation of Use: Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Owner's respective Lot.

Section 3.7 Construction and Sales: There is hereby reserved to a Developer, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Lots), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Lots within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Lots.

Section 3.8 Utility Easements: To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary so as to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Association as

**FIRST AMENDED DECLARATION OF COVENANTS & RESTRICTIONS
FOR
HERITAGE OAKS**

his agents and attorneys-in-fact with full power in his name, place and stead, to execute instruments creating, granting or modifying such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

Section 3.9 Alachua Gateway Center Surfacewater Management Associations: By acceptance of a Deed to any Lot the Owner hereof acknowledges that the Property is subject to membership in, and certain obligations with regard to, the Alachua Gateway Surfacewater Management Association. Each Owner agrees that, with regard to the Property, and any Lot therein, the Association shall represent the interest of all Owners and shall be, for the Property, the sole member of the Alachua Gateway Center Surfacewater Management Association, and shall be authorized to act on behalf of each and every Owner with regard thereto and by acceptance of a Deed each Owner designates the Association as its attorney-in-fact, with irrevocable power to act in its stead and on its behalf as a member of the Alachua Gateway Center Surfacewater Management Association. Any and all assessments levied with regard to the Property by the Alachua Gateway Center Surfacewater Management Association and collected by the Association from the Owners as part of the Common Assessment identified in Section 5.4 below.

Section 3.10 Right to Vacate: The Association has the right to vacate, alter, or amend the Common Areas, including vacation of the Plat with regard to any Common Area, as is necessary or advisable in a Developer's discretion to facilitate the platting of adjacent properties, and access to adjacent property, and annexation of the same to the Property pursuant to Article 3, Section 3.2.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS