

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

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**Section 4.1     Membership in Association:** Every Owner of a Lot, which is subject to assessment, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

**Section 4.2     Voting Rights in Association.** Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE 5**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 5.1     Creation of the Lien and Personal Obligation for Assessments:** Any Developer for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

**Section 5.2     Purpose of Assessments:** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and for the improvement and maintenance of the

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Common Areas including, but not limited to, the Surface Water and Storm Water Management System and for enforcement of the Declaration.

**Section 5.3     Maintenance:** The Association shall maintain the Common Areas and shall assume all responsibility to the County and the City, its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas or the Property including, but not limited to, roads and water distribution systems, or any Surface Water or Storm Water Management System, and shall assume all obligations of any Owner of any portion of the Property under or with regard to the Alachua Gateway Center Surfacewater Management Association, and shall indemnify and hold the Association harmless with respect thereto. Nothing contained herein shall obligate the Association, or otherwise make it responsible for, initial construction of improvements required by the City or the County.

**Section 5.4     Fixing Common Assessment:** The Board of Directors of the Association shall be authorized to assess the Members in such amount, as they shall determine necessary:

- 5.4.1** To maintain, repair, improve, reconstruct and replace the Common Areas and any temporary Surface Water or Storm Water Management System, operate the Association, perform other maintenance, repairs, or services authorized or permitted by the Declaration; and
- 5.4.2** To provide for the maintenance of improvements, including, but not limited to, irrigation systems and landscaping lying within public or private rights-of-way; and
- 5.4.3** To install such safety devices and signs as the Board of Directors shall approve along any streets or walkways; and
- 5.4.4** To provide for such amenities as might be approved by the membership in accordance with section 5.5; and

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**5.4.5** To otherwise achieve those purposes set forth in Section 5.2 above, as determined to be necessary or advisable by the Board of Directors, and to provide funds necessary to pay all Common Expenses.

The Common Assessment shall be allocated among the Owners, including any Developer, on the basis of Lots held by each Owner as a portion of the total of Lots held by all Owners.

The Common Assessment, determined and allocated as set forth above, shall be fixed at such times, and shall be payable in such installments, as the Board may approve.

**Section 5.5 Assessments for Capital Improvements:** In addition to the Common Assessment authorized above, the Association may levy, in any assessment year, an Assessment applicable to that year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, or within the easements granted to the Association in Article 3, including fixtures and personal property related thereto. Any such Assessment shall have the assent of a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, the Board of Directors may levy a Capital Improvement Assessment or Special Assessment without a vote of the Members if necessary to assure compliance with any permit issued by the Suwannee River Water Management District.

**.Section 5.6 Notice and Quorum for any Action Authorized under Sections 5.4 and 5.5:** Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.4 and 5.5 shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30 %) of the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at such

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subsequent meeting shall be twenty-five (25%) of the votes of the membership. The Association may call as many such subsequent meetings as necessary to obtain an authorized quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, without written notice.

**Section 5.7     Uniform Rate of Assessment:** The Common Assessment, and any Reconstruction Assessment and Capital Improvement Assessment, must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual, quarterly or annual basis as determined by the Board of Directors.

**Section 5.8     Date of Commencement of Assessments:** Due Dates: The Assessments provided for in this Article shall commence as to all Lots on the first day of the month next following the conveyance of A Lot to any new Owner. The First Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the Common Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as to third parties as of the date of its issuance.

**ARTICLE 6**

**COLLECTION OF ASSESSMENTS**

**Section 6.1     Monetary Defaults and Collection of Assessments:**

**6.1.1     Late Fees and Interest:** If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest

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at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, the Assessment shall be due ten (10) days after written demand by the Association.

**6.1.2** Acceleration of Assessments: If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Common Assessments, for all Special Assessments, and for all other Assessments payable to the Association.

**6.1.3** Lien for Assessments: The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of

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the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

**6.1.4** Collection and Foreclosure: The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

**6.1.5** Subordination of Lien: The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record held by an institutional lender. An institutional lender shall refer to any bank, bank holding company, trust company, or subsidiary thereof, savings and loans association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record held by an institutional lender, or any Mortgagee who accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record held by an institutional lender shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof,

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unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record or acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.

Unpaid Assessments Certificate: Within fifteen (15) days after written request by any Owner or any Mortgagee holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Mortgagee a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

Application of Payments: Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to

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the Association, as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

**Section 6.2 Non-Monetary Defaults:** In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

- 6.2.1** Impose a fine against the Owner or tenant as provided in Section 6.3 of this Article;
- 6.2.2** Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;
- 6.2.3** Commence an action to recover damages;

Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change, which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by

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the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as a Special Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such Special Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Special Assessment, and the Association may take such action to collect such Special Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of the County.

**Section 6.3 Fines:** The amount of any fine shall be determined by the Board, and shall not exceed One Hundred Dollars (\$100.00) per violation. For continuing violations, each day the violation is in existence may be considered a separate violation. In such event, the fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing, except that no such fine for a continuing violation shall exceed Fifty Dollars (\$50.00) a day (with no cap on the aggregate amount of said fine). Any fine shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within fourteen (14) days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine, the Board shall appoint a committee of at least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or the sister of an officer, director or employee of the Association, to conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than fourteen (14) days' written notice of the hearing date. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its

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behalf. The committee shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested within fourteen (14) days after written notice of the committee's decision. Any fine levied against an Owner shall be deemed a Special Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within fourteen (14) days after same is due, the Association shall have the right to evict the tenant pursuant to Section 6.6 of this Article.

**Section 6.4      Negligence:** An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repairs or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Dwelling Unit or the Common Areas.

**Section 6.5      Responsibility of an Owner for Occupants, Tenants, Guests and Invitees:** Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Dwelling Unit, or any guest or invitee of an Owner or of any resident of a Dwelling Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

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**Section 6.6      Right of Association to Evict Tenants, Occupants, Guests, and Invitees:**

With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Dwelling Unit, if such person shall materially violate any provision of this First Amended Declaration, the First Amended Articles or the First Amended Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as a Special Assessment, and the Association may collect such Special Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

**Section 6.7      No Waiver:** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

**Section 6.8      Rights Cumulative:** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

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**Section 6.9 Enforcement By or Against other Persons:** In addition to the foregoing, this Declaration may be enforced by the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

**ARTICLE 7**

**ARCHITECTURAL REVIEW**

**Section 7.1 Composition of Architectural Review Board:** The Board shall appoint a committee designated as the Architectural Review Board (referred to herein as "ARB"). All members of the ARB must be Owners and only one individual from any Lot may be a member of the ARB.

**Section 7.2 Large Homes:** It is the intention of the ARB to require stricter standards for large homes within the development. Owners are hereby placed on notice, therefore, that design standards may be different, and more strenuous, for larger homes, and specific ARB approval will be required for any such Dwelling Unit.

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No Dwelling Unit shall exceed 45 feet in height (per City of Alachua Ordinance 05 12)

**Section 7.3      Scope of Review:** No buildings, fence, wall, outbuilding, or other structure, or improvement shall be erected, altered, added onto, or repaired upon any portion of the Property without the prior written consent of the ARB. Emergency repairs that otherwise meet architectural guidelines are exempted from pre-approval requirement. Nothing contained herein shall require that the ARB approve improvements of the interior structures which improvements are not visible or apparent from the exterior of the structure. The ARB's approval shall include, but not be limited to, assuring that the improvements comply with individual Lot grading guidelines established by the ARB.

**Section 7.4      Submission of Plans:** Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the ARB a complete set of plans and specifications for the proposed improvement, including site plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, specifications of materials and exterior colors, and any other information deemed necessary by the ARB for the performance of its function. The plans submitted to the City of Alachua for permitting in PDF format are suitable for meeting this requirement. Colors may be submitted separately. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. In the event of a need for emergency repairs or reconstruction due to weather, fire, or other severe damage, this requirement is relaxed for immediate repairs; however, of major reconstruction is required, the provision will apply to the permanent construction.

**Section 7.5      Plan Review:** Upon receipt by the ARB of all of the information required by this Article 7, the ARB shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the reasonable opinion of the

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ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; and (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit. In the event that the ARB fails to issue its written approval within 30 days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

**Section 7.6      Contingent Approval:** In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

**Section 7.7      Maintenance:** All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a Non-Monetary Default hereunder pursuant to 6.2, entitling the Association to pursue the remedies set forth therein.

**Section 7.8      Non-conforming Structures:** If there shall be a major and/or unreasonable material deviation(s) from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Association, ARB, or any Owner may maintain an action at law or in equity for the removal or correction of the

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nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

**Section 7.9 Immunity of ARB Members:** No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB. The Association shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

**Section 7.10 Address for Notice:** Requests for approval or correspondence with the ARB should be addressed to the attention of "Heritage Oaks ARB." c/o HOPOA Registered Agent or Heritage Oaks Property Manager. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

**Section 7.11 Variances:** The ARB may authorize variances In compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Any variance granted for the use restriction set forth in Article 2 must, before becoming effective, be approved by a two-thirds (2/3) vote of the Membership of the Association. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning

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ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

**Section 7.12 Attorneys' Fees and Costs:** For all purposes necessary to enforce or construe this Article, the ARB shall be entitled to collect reasonable attorneys' fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Association within fifteen (15) days of the Association providing to Owner a written notice thereof, the Board may levy a special assessment in the amount of said fees, costs, and expenses against such Owner which special assessment shall constitute a lien on the Owner's Lot pursuant to Section 6.1 and shall be collectible as set forth in this Declaration.

**ARTICLE 8**

**EASEMENT RESERVED TO DEVELOPERS**

**Section 8.1 Easement over Common Areas:** For so long as a Developer is the Owner of any Lot, the Developer has the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity. telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

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**Section 8.2**     **Establishment of Easements:** All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- 8.2.1**     By a specific designation of an easement on the recorded Plat of the Property;
- 8.2.2**     By a reservation of specific statement provided for an easement in the deed of conveyance of a given Lot or Dwelling Unit; or
- 8.2.3**     By a separate instrument, said instrument to be subsequently recorded by a Developer.

**ARTICLE 9**

**COVENANTS AGAINST PARTITION AND**

**SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Association for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

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**ARTICLE 10**

**AMENDMENTS TO DECLARATION**

**Section 10.1 General Amendments:** This Declaration may be amended only by the affirmative vote or written consent of the Members having not less than two-thirds (2/3) of the votes of the Membership.

**Section 10.2 Additional Requirements for Amendments:** Any amendment to this Declaration, which alters the surface water or storm water management system, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of the Suwannee River Water Management District, notwithstanding any other provisions contained herein.

**ARTICLE 11**

**SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM**

**Section 11.1 Responsibility for Surface Water or Storm Water Management System:** The Association shall be responsible for the maintenance, operation, and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices, which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the Suwannee River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management systems shall be as permitted, or as modified, or as approved by the Suwannee River Water Management District.

**Section 11.2 Enforcement:** The Suwannee River Water Management District shall have the right to enforce, by proceeding at law or in equity, the provisions contained in

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

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this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

**Section 11.3 Additional Requirements for Amendments:** Any amendment to this Declaration which alters the surface water or storm water management system, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have prior written approval of the Suwannee River Water Management District, notwithstanding any other provisions contained herein.

**ARTICLE 12**

**GENERAL PROVISIONS**

**Section 12.1 Enforcement:** the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 12.2 Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**Section 12.3 Duration:** The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Members and by Mortgagees holding first mortgages on not less than fifty

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

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percent (50%) of the Lots. Any such amendment or modification of these covenants, conditions and restrictions shall be in recordable form and be recorded in the Public Records of Alachua County, Florida.

**Section 12.4 Right of Association to Merge:** The Association retains the right to merge with any other property owners' association. This right shall be exercised by the recordation of an amendment to this Declaration recorded among the Public Records of the County, which amendment shall set forth a legal description of the Property to which this Declaration, as amended shall apply. The amendment shall further have attached to it a resolution of this Association and the property owner's association with which a merger is to take place, and such resolution shall be certified by the Association Secretary thereof and shall state:

**12.4.1** That a meeting of the Association was held in accordance with its Bylaws.

**12.4.2** That a two-thirds (2/3) vote of the Membership approve the merger. The foregoing certificates, when attached to the amendment, shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

**Section 12.5 FHA/VA Approval:** If any mortgage encumbering any Dwelling Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the Association by either such agency, the following action, if made by a Developer , must be approved by either such agency: (i) any annexation of additional property; (ii) any mortgage, transfer or dedication of any Common Area; (iii) any amendment to this Declaration, the Articles or the Bylaws, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by this Declaration; provided, however, such approval shall specifically not be required where the amendment is made to add any property specifically identified in this Declaration, or to correct errors or omissions, or is required to comply with the requirements of any Institutional

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

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Lender or is required by any governmental authority; or (iv) any merger, consolidation or dissolution of the Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of the Association that the approval was given or deemed given.

**Section 12.6    Transfer of Assets to Local Government:** The Association may, upon a two-thirds vote of the Members, transfer all assets of the Association, including Common Areas, to the local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Association property to standards and conditions required by the local government.

**Section 12.7    Litigation:** In any litigation arising out of, or relating to, these Covenants and Restrictions, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

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

**DATED** this 12 day of March, 2014

**HERITAGE OAKS PROPERTY  
OWNERS' ASSOCIATION, INC.**

Signed and delivered in our presence as

Witnesses:

Sandra Burgess  
Print Name: Sandra Burgess

By: David Fromholt  
**David Fromholt**  
**Its President**

Charles Wallace  
Print Name: Charles Wallace

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing **FIRST AMENDED DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR HERITAGE OAKS** was acknowledged before me by David  
Fromholt, who is,

✓ Personally known to me, OR  
       Produced        as identification

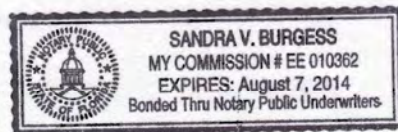
Date: this 12 day of March, 2014

Sandra V. Burgess  
Print Name: Sandra V. Burgess

Notary Public, State of Florida

Commission Number: EE 010362

Commission Expires: 8-7-14



**Exhibit "A"**  
**FIRST AMENDED ARTICLES OF INCORPORATION**  
**OF**  
**HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1991, as amended, and do hereby certify that the following First Amended Articles of Incorporation of Heritage Oaks Property Owners' Association, Inc. fully replace the Articles of Incorporation filed by the Developer, John M. Curtis, Jr., on October 27, 2003, which are hereby rendered null and void, and provide as follows:

**ARTICLE 1**

**Name**

The name of the corporation is Heritage Oaks Property Owners' Association, Inc., hereinafter called the "Association" and whose address is HOPOA Registered Agent, 13709 Progress Blvd., Box 35, Alachua, FL 32615.

**ARTICLE 2**

**Registered Agent**

The name of the Registered Agent shall be listed with the Florida Secretary of State on the SunBiz website

(<http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail/EntityName/domnp-n03000009310-31797b0e-b365-49c6-8c72-efdc285bb312/heritage%20oaks%20property%20owners'%20association/Page1>).

**ARTICLE 3**

**Definitions**

All definitions in the First Amended Declaration of Covenants and Restrictions of Heritage Oaks (the "Declaration") to which a copy of the Articles are attached as Exhibit "A", are incorporated herein by reference and made a part hereof.

**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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**ARTICLE 4**

**Purpose and Definitions**

**Section 4.1     Purpose:** The primary purpose of this Association is to create an entity to provide a forum for discussion and communication among the Owners of property in Heritage Oaks and to facilitate and assure the maintenance and operation of such Property as may be subjected to the terms of the Declaration pursuant to its terms, including but not limited to the Common Areas. Without limiting the foregoing, the Association shall act as a member of the Alachua Gateway Center Surfacewater Management Association for the purpose of satisfying all obligations of the Property with regard to the Alachua Gateway Center Surfacewater Management Association.

**Section 4.2     Nonprofit Character of Association:** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors or Officers.

**ARTICLE 5**

**Powers**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association including the following:

**Section 5.1     To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.**

**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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- Section 5.2      To establish, collect, and disburse assessments to be used for the maintenance and upkeep of the Common Areas, roadways, and the storm water and surface water drainage facilities located within
- Section 5.3      To manage, operate, maintain, repair and improve the Common Areas and any storm water or surface water management facility areas located within Heritage Oaks or any property owned by another third party for which the Association by rule, regulation, Declaration or contract has a right or duty to provide such services. The Association shall operate, maintain, and manage the surface water or storm water management systems in a manner consistent with the Suwannee River Water Management District requirements and applicable district rules, and shall assist in the enforcement of the Declaration which relate to the surface water or storm water management system.
- Section 5.4      To act as the sole Member of the Alachua Gateway Center Surfacewater Management Association with regard to the Property, and to satisfy all obligations of or related to the Property with regard to the Alachua Gateway Center Surfacewater Management Association.
- Section 5.5      To operate, maintain, and manage the Surface Water or Storm Water Management System(s) in a manner consistent with the Suwannee River Water Management District Permit No. ERP01-0042M requirements and applicable District rules, and to assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the Surface Water or Storm Water Management System.

**ARTICLE 6**

**Membership**

Every Owner of a Lot as defined in the First Amended Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of

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**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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any Lot. All Members agree to be bound by the terms and provisions of these First Amended Articles of Incorporation and such First Amended Bylaws and operating procedures as may be promulgated by the Association from time to time.

**ARTICLE 7**

**Voting Rights**

The voting rights in the Association shall be as follows:

Each Owner of a Lot shall be entitled to one (1) vote for each Lot owned. When one or more persons hold an ownership interest in any Lot, all such persons shall be Members of the Association, but in no event shall more than one vote be cast with respect to any single Lot. In the event all of the Owners of a Lot cannot agree on any vote, no vote shall be cast for such Lot; provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Lot as being authorized by all such Owners, unless the Association has been notified in writing to the contrary by one or more such Owners.

**ARTICLE 8**

**Board of Directors**

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who must be Members of the Association. The maximum number of Directors may be increased by a majority vote of the Members at a meeting of the Members. At each annual meeting number of Directors equal to that of those whose terms have expired shall be elected for a one year term. At the expiration of any term, any Director may be re-elected. The Directors shall be elected by the vote of a majority of the Members entitled to vote thereon at a meeting at which a quorum of the Members is present.

**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

**ARTICLE 9**

**Assessments**

The Directors are required to establish a Common Assessment to be levied against each Lot sufficient to maintain, extend or improve, and for the express purpose of operating, maintaining, and extending or improving, the Common Areas, including the Surface Water or Storm Water Management System, and to comply with all obligations of the Alachua Gateway Center Surfacewater Management Association, and any other areas which are maintained or partially maintained by the Association, any surface water or storm water management systems located within the Subject Property, or otherwise necessary to pay Common Expenses. The Directors shall notify any Owner of the amount of the then Common Assessment upon written request, along with an explanation for the determination of the Common Assessment in such detail as the Directors determine. The amount of the Common Assessment may be changed by the Directors as frequently as deemed necessary by them to assure that the amount of the Common Assessment is sufficient to pay all Common Expenses or otherwise satisfy all obligations of the Association. The Assessment so established may be levied and collected annually, quarterly or monthly, either in arrears or in advance, at the sole discretion of the Directors.

The Directors may, in their complete and sole discretion, propose a Capital Improvement Assessment against the Lots for one time and/or extraordinary expenses associated with the maintenance, extension or improvement of the Common Areas of the Property. The Directors shall give each Member notification of the proposed Capital Improvement Assessment, and the time and location for the meeting of the Directors and Members for consideration of the special assessment (which shall be in Alachua County, Florida) not less than fourteen (14) or greater than sixty (60) days prior to the scheduled special meeting of the Members. At the special meeting the special assessment (or any revised special assessment provided that the total amount is not greater than the proposed special assessment sent with the notice of the meeting) may be adopted by an

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**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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affirmative vote of at least fifty percent (50%) of the votes then entitled to be cast. Notwithstanding the foregoing, the Board of Directors may levy a Capital Improvement Assessment or Special Assessment without a vote of the Members if necessary to assure compliance with any permit issued by the Suwannee River Water Management District.

The Directors shall establish a separate account for the deposit of all funds collected pursuant to this Article, and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed only for improvements to, and extensions or maintenance of, the Common Areas, roadways, and drainage retention areas within Heritage Oaks costs and expenses of operating and maintaining the Association, or for purposes otherwise authorized by the Declaration, or the Board of Directors. The Directors shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from the account referred to above, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to same.

The assessments collected by the Association in accordance with the provisions of this Article shall also be used, to the extent required, for the maintenance and repair of the surface water or storm water management systems, including but not limited to work within retention areas, drainage structures, and drainage easements.

**ARTICLE 10**

**Dissolution**

In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes. Notwithstanding any other provisions contained within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida. In the event of

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**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management Systems located within Heritage Oaks must be transferred to and accepted by an entity which would comply with the requirements of the Suwannee River Water Management District, and be approved by the Suwannee River Water Management District, prior to such termination, dissolution or liquidation.

**ARTICLE 11**

**Duration**

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

**ARTICLE 12**

**Amendments**

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

Section 12.1    Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.

Section 12.2    Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association entitled to vote thereon.

Section 12.3    Adoption of Amendment. Adoption of the amendment will require the affirmative vote of three-fourths of the votes entitled to be cast at that time.

**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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Section 12.4    Restrictions on Amendment. No amendment to these Articles of Incorporation affecting in any way the ownership, maintenance or operation of any surface water or storm water management system in Heritage Oaks, or any permit with regard thereto, shall be effective without the written consent of the Suwannee River Water Management District.

**ARTICLE 13**  
**Subscribers**

The name and street address of the subscriber and incorporator to these Articles of Incorporation is the same as listed in Article 2 hereof.

**ARTICLE 14**  
**Officers**

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine, subject to the limitation in Article 8.

**ARTICLE 15**  
**Bylaws**

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the Members by a majority of the votes then entitled to be cast at a meeting at which a majority of the votes then entitled to be cast are present or represented. Any amendments to Bylaws shall be binding on all Members of the Association.

**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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**ARTICLE 16**

**Indemnification of Officers and Directors**

The Association shall and does hereby indemnify and hold harmless every Director and every officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably included in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

**ARTICLE 17**

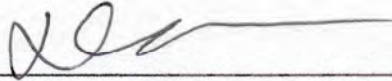
**Transaction in Which Directors or Officers are Interested**

No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, or a corporation in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**FIRST AMENDED ARTICLES OF INCORPORATION  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

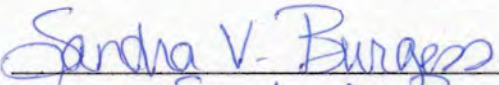
IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Florida, I, the undersigned, constituting the subscriber and incorporator of this Association, have executed these First Amended Articles of Incorporation this 12<sup>th</sup> day of March, 2014.



David Fromholt  
Its President

STATE OF FLORIDA  
COUNTY OF ALACHUA

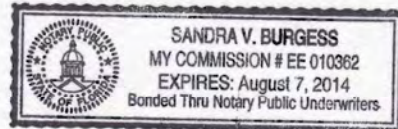
The foregoing instrument was sworn to and subscribed before me this 12<sup>th</sup> day of March 2014, by David Fromholt.

  
Print Name: Sandra V. Burgess

Notary Public, State of Florida

Commission Number: EE010362

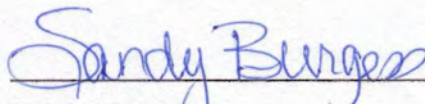
Commission Expires: 8-7-14



**CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT**

SANDY BURGESS, whose address is 13709 Progress Blvd., Box 35 Alachua, FL 32615, the registered agent named in the Articles of Incorporation to accept service of process of Heritage Oaks Property Owners' Association, Inc., organized under the laws of the State of Florida hereby accepts such appointment as registered agent at the place designated in this certificate.

Dated this 12<sup>th</sup> day of March, 2014

  
Sandy Burgess

**Exhibit "B"**  
**FIRST AMENDED BYLAWS**  
**OF**  
**HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

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In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1991, as amended, and do hereby certify that the following First Amended By-Laws of Heritage Oaks Property Owners' Association, Inc. fully replace the By-Laws recorded by the Developer, John M. Curtis, Jr., on or about November 26, 2003, at Book 2923, Page 982, Instrument Number 2042591, in the Alachua County Public Records which are hereby rendered null and void, and the First Amended By-Laws of the Heritage Oaks Property Owners' Association, Inc. provide as follows:

**ARTICLE 1**

**Name and Location**

The name of the corporation is, Heritage Oaks Property Owners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 13709 Progress Blvd., Box 35, but meetings of Members and Directors may be held at such places within the State of Florida, County of Alachua, as may be designated by the Board of Directors.

**ARTICLE 2**

**Definitions**

The "Definitions" contained in the First Amended Declaration of Covenants and Restrictions for Heritage Oaks to which these First Amended Bylaws are attached as Exhibit "B" and recorded in the Public Records of Alachua County, Florida, are incorporated herein by reference and made a part hereof.

**ARTICLE 3**

**Meetings of Members**

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**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

- Section 3.1      Annual Meeting: The annual meeting of the Members shall be held at least once each calendar year in January on a date and at a time convenient to the Members, to be determined by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business as may be authorized by the Members.
- Section 3.2      Special Meetings: Special meetings of the Members may be called at any time by: (a) the President; (b) by the Board of Directors; or (c) upon written request of the Members who are entitled to vote fifty-one percent of all the votes of the Association.
- Section 3.3      Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by electronic mail for those Members that have consented to such notification, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each Member entitled to vote thereon, addressed to the Members' address last appearing on the books for the Association, or by e-mail, or supplied by such Member to the Association for the purpose of notice; or by posting on recreational facilities bulletin boards and by publishing notice in monthly newsletter. Unless deemed to be the address appearing on the Deed to the member of a lot in the Heritage Oaks.
- Section 3.4      Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, and reschedule the meeting without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented
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**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

- Section 3.5      Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Proxy votes must be tendered to the Secretary two days before the meeting. No individual who is not a Member of the Board of Directors may collect more than five (5) proxies.
- Section 3.6      Location: Meetings shall be held at such place convenient to the Members as may be designated by the Board of Directors.
- Section 3.7      Minutes: The Association shall maintain minutes of each meeting of the membership and of the Board of Directors, and the minutes shall be kept available for inspection by any Member during normal business hours.
- Section 3.8      Decorum: No officer, director or Owner attending any of said meetings will be permitted to use profanity at or during said meetings. No Owner will be permitted to abuse, discipline, reprimand, or harass any of the officers, directors, or employees of the association verbally or otherwise. Complaints in writing will receive the immediate attention of the Board. Fines and assessments as published by the Board may be levied for a violation.

**ARTICLE 4**

**Board of Directors; Selection; Term of Office**

- Section 4.1      Number: The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who must be Members of the Association.
- Section 4.2      Term of Office: Directors shall be elected at the annual meeting, each for a term of one year. Any Director may serve consecutive terms.

**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

- Section 4.3      Removal: A Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Directors who resign may not be reinstated.
- Section 4.4      Compensation: No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- Section 4.5      Action Taken Without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLES 5**

**Nomination and Election of Directors**

The nomination and election of Directors shall be conducted as follows:

- Section 5.1      Nomination: Nomination for election to the Board of Directors may be made from the floor at the annual meeting, or by a nominating committee established by the Board of Directors in advance of the annual meeting. Any member may nominate himself for a position on the Board of Directors.
- Section 5.2      Election: Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

Section 5.3      Current Account Status: All Directors and those Owners exercising a vote must maintain at all times a current account status with the Association concerning all assessments and charges.

**ARTICLE 6  
Meeting of Directors**

Section 6.1      Regular Meetings: Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 6.2      Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors after not less than three (3) days' notice to each Director.

Section 6.3      Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.4      Vacancies: Except as to vacancies occurring by removal of a Director by the Members, vacancies on the Board of Directors occurring between annual meetings shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the members

Section 6.5      First Meeting: The first meeting of the newly elected Board of Directors shall be held at such place as shall be fixed by the members at the meeting at which the Directors were elected, and no further notice of the first meeting shall be necessary.

Section 6.6      Executive Meetings: Executive meetings of the Board of Directors may be held when called by the President of the Association at any time, with or without

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**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

notice, at such place and time during normal business hours as may be fixed, from time to time, by resolution of the Board.

**ARTICLE 7**

**Powers and Duties of the Board of Directors**

Section 7.1 Powers: The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association including, but not limited to, the following:

7.1.1 Adopt and publish rules and regulations governing the personal conduct of the members and their guests at meetings and to establish penalties and/or fines for the infraction thereof;

7.1.2 Suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied under the First Amended Declaration. Such rights may also be suspended after notice and hearing, for a period of not to exceed sixty (60) days for infraction of published rules and regulations;

7.1.3 Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the First Amended Bylaws, the First Amended Articles of Incorporation or the First Amended Declaration;

7.1.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

Section 7.2 Duties: It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed including, but not limited to, the following:

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**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

- 7.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- 7.2.2 Supervise all officers, and agents of this Association, and to see that their duties are properly performed;
- 7.2.3 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

**ARTICLES 8  
Officers and Their Duties**

- Section 8.1 Enumeration of Officers: The Officers of this Association shall be a President who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.
- Section 8.2 Election of Officers: The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- Section 8.3 Term: The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve. An individual may serve consecutive terms without limit.
- Section 8.4 Special Appointments: The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 8.5 Resignation and Removal: Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving
-

**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6      Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 8.7      Multiple Offices: The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8      Duties: The duties of the Officers are as follows:

8.8.1      President: The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign checks and promissory notes.

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

8.8.3      Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks

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**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members (upon request), The Board of Directors may charge a reasonable fee for copies, unless prohibited by Florida law.

**ARTICLE 9**

**Committees**

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE 10**

**Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The First Amended Declaration, the First Amended Articles of Incorporation and the First Amended Bylaws of the Association shall be available for inspection by any member at the principal office of the Association during normal business hours, where copies may be purchased at a reasonable cost.

**ARTICLE 11**

**Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words:

**HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.,  
A CORPORATION NOT FOR PROFIT, FLORIDA  
2003**

**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE 12**

**Amendments**

- Section 12.1 Requirement: These Bylaws may be amended at a regular or special meeting of the Members by a three-fourths majority vote of the votes then entitled to be cast.
- Section 12.2 Conflict: In the case of any conflict between the First Amended Articles of Incorporation and these First Amended Bylaws, the First Amended Articles shall control; and in the case of any conflict between the First Amended Declaration and these First Amended Bylaws, the First Amended Declaration shall control.
- Section 12.3 Restrictions on Amendment: No amendment to these First Amended Bylaws affecting in any way the ownership, maintenance, or operation of any surface water or storm water management system in Heritage Oaks, or any permit with regard thereto, shall be effective without written consent of the Suwannee River Water Management District.

**ARTICLE 13**

**Miscellaneous**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

**ARTICLE 14**

**Governance of the Association**

- Section 14.2 Governance: The Association, the Board of Directors, and the Standing Committees established by the Board of Directors, shall conduct themselves in accordance with Robert's Rules of Order, unless otherwise expressly stated in these First Amended Bylaws or the First Amended Declaration of Covenants and Restrictions.

**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

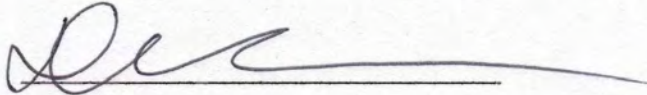
Section 14.2     Manner of Acting: The act of a majority of the voting Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by these First Amended Bylaws, the First Amended Declaration of Covenants and Restrictions, or by Robert's Rules of Order. If a quorum is not present, Robert's Rules of Order concerning this circumstance shall apply.

Section 14.3     Voting by E-mail. Unless otherwise expressly stated in these First Amended Bylaws or the First Amended Declaration of Covenants and Restrictions, the Board of Directors, and the Standing Committees established by the Board of Directors may conduct routine business, including voting on matters, via e-mail; however, if there is any dissenting vote(s) on a matter, and the dissenting party(ies) requests a meeting to discuss the issue, a physical meeting of the Board or Committee shall be called by the appropriate authority, and in which case normal rules of voting shall prevail.

**FIRST AMENDED BYLAWS  
OF  
HERITAGE OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned Secretary of the Association certifies that these First Amended Bylaws have been duly adopted by the Directors of the Association, certified this 12<sup>th</sup> day of March, 2014.

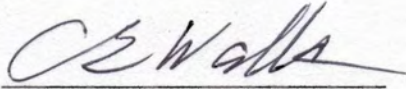
HERITAGE OAKS PROPERTY OWNER'S ASSOCIATION, INC.



David Fromholt

Its President

And

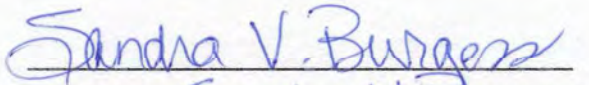


Charles E. Wallace

Its Secretary

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was sworn to and subscribed before me this 12<sup>th</sup> day of March 2014, by David Fromholt and Charles E. Wallace.

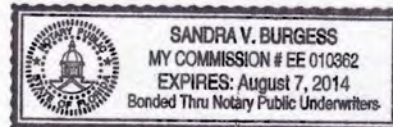


Print Name: Sandra V. Burgess

Notary Public, State of Florida

Commission Number: EE-010362

Commission Expires: 8-7-14





FOR PLANNING USE ONLY

Case #: \_\_\_\_\_  
 Application Fee: \$ \_\_\_\_\_  
 Filing Date: \_\_\_\_\_  
 Acceptance Date: \_\_\_\_\_  
 Review Type: Admin

# Public School Student Generation Form for Residential Development in the City of Alachua

## A. APPLICANT

1. Applicant's Status (check one):

☐ Owner (title holder) ☒ Agent

2. Name of Applicant(s) or Contact Person(s): Craig Brashier, AICP Title: Planning Project Manager

Company (if applicable): CHW, Inc.

Mailing address: 132 NW 76th Drive,

City: Gainesville State: FL ZIP: 32607

Telephone: (352)331-1976 FAX: \_\_\_\_\_ e-mail: craigb@chw-inc.com

3. If the applicant is agent for the property owner\*:

Name of Owner (title holder): Heritage Oaks Property Owners' Association, Inc. & Duration Builders, Inc.

Mailing Address: P.O. Box 969 / 527 Turkey Creek

City: Alachua State: Florida ZIP: 32615

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

## B. PROJECT

1. Project Name: Heritage Oaks

2. Address of Subject Property: 16701 NW 166th Road, Alachua, FL 32615

3. Parcel ID Number(s): 03053-001-00, 03053-010-000 through 03053-010-054

4. Section 09 Township 08 Range 18 Grant \_\_\_\_\_ Acreage: +/- 41.2

5. Existing Use of Property: Residential

6. Future Land Use Map Designation: Moderate Density Residential

7. Zoning Designation: PUD

8. Development Data (check all that apply):

☒ Single Family Residential

Number of Units 44

☐ Multi-Family Residential

Number of Units \_\_\_\_\_

☐ Exempt (see exempt developments on page 2)

9. Review Type:

### **Preliminary Development Order**

☐ Comprehensive Plan Amendment

☐ Large Scale

☐ Small Scale

☒ Site Specific Amendment to the Official Zoning Atlas (Rezoning)

☐ Revised

### **Final Development Order**

☐ Preliminary Plat

☐ Final Plat

☐ Site Plan

10. School Concurrency Service Areas (SCSA): Based on the project location, identify the corresponding SCSA for each school type. Maps of the SCSAs can be obtained from the Alachua County Growth Management Department Map Gallery by clicking on the "Public Schools" tab: [http://growth-management.alachuacounty.us/gis\\_services/map\\_gallery/](http://growth-management.alachuacounty.us/gis_services/map_gallery/)

Elementary: Alachua Elementary School

Middle: Mebane Middle School

High: Santa Fe High School

**Explanation of Student Generation Calculation:** Student Generation is calculated based on the type of residential development and the type of schools. The number of students stations (by school type – Elementary, Middle and High School) used for calculating the school concurrency impacts is equal to the number of dwelling units by housing type multiplied by the student generation multiplier (for housing type & school type) established by the School Board. **Calculations are rounded to the nearest whole number.** Student Generation for each school type is calculated individually, in order to correctly assess the impact on the School Concurrency Service Area (SCSA) for each school type (Elementary, Middle and High School).

# of Elementary School Student Stations = # of housing units x Elementary school student generation multiplier  
 # of Middle School Student Stations = # of housing units x Middle school student generation multiplier  
 # of High School Student Stations = # of housing units x High school student generation multiplier

**Student Generation Calculations: Single Family Residential Development**

Elementary School	<u>44</u>	units	x	<u>0.159</u>	Elementary School Multiplier*	<u>6.996</u>	Student Stations**
Middle School	<u>44</u>	units	x	<u>0.080</u>	Middle School Multiplier*	<u>3.520</u>	Student Stations**
High School	<u>44</u>	units	x	<u>0.112</u>	High School Multiplier*	<u>4.928</u>	Student Stations**

**Student Generation Calculations: Multi-Family Residential Development**

Elementary School	_____	units	x	_____	Elementary School Multiplier*	_____	Student Stations**
Middle School	_____	units	x	_____	Middle School Multiplier*	_____	Student Stations**
High School	_____	units	x	_____	High School Multiplier*	_____	Student Stations**

\* Student generation multipliers may be obtained from SBAC at:

[http://www.sbac.edu/pages/ACPS/Departments\\_Programs/DepartmentsAF/D\\_thru\\_F/FacilitiesMainConstr/Local\\_Certification\\_Packets/City\\_of\\_Alachua](http://www.sbac.edu/pages/ACPS/Departments_Programs/DepartmentsAF/D_thru_F/FacilitiesMainConstr/Local_Certification_Packets/City_of_Alachua)

\*\* Round to the nearest whole number

**EXEMPT DEVELOPMENTS (check all that apply):**

- ☐ Existing legal lots eligible for a building permit.
- ☒ Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired.
- ☐ Amendments to final development orders for residential development approved prior to the effective date of public school concurrency, and which do not increase the number of students generated by the development.
- ☐ Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public Schools Facilities Element or the ILA.
- ☐ Group quarters that do not generate public school students, as described in the ILA.

**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.**

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

  
 Signature of Applicant

\_\_\_\_\_  
 Signature of Co-applicant

Craig Brashier, AICP, Planning Project Manager

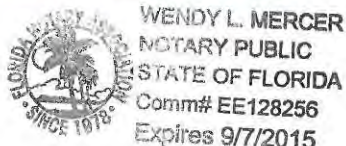
Typed or printed name and title of applicant

\_\_\_\_\_  
 Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 4<sup>th</sup> day of March, 2015, by Craig

Brashier, who is/are personally known to me, or who has/have produced \_\_\_\_\_  
 as identification.



  
 Signature of Notary Public, State of Florida

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



## Certification



This application for a determination of adequacy of public schools to accommodate the public school students generated by the proposed development has been reviewed for compliance with the school concurrency management program and in accordance with the ILA. The following determinations have been made:

☐ **Approved** based upon the following findings:

**Elementary** SCSA: \_\_\_\_\_

- ☐ Capacity Available
- ☐ Capacity Available in 3 years
- ☐ Capacity Available in Adjacent SCSA

**Middle** SCSA: \_\_\_\_\_

- ☐ Capacity Available
- ☐ Capacity Available in 3 years
- ☐ Capacity Available in Adjacent SCSA

**High** SCSA: \_\_\_\_\_

- ☐ Capacity Available
- ☐ Capacity Available in 3 years
- ☐ Capacity Available in Adjacent SCSA

Capacity Required: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Capacity Required: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Capacity Required: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

Available Capacity: \_\_\_\_\_

☐ **Denied** for reasons stated: \_\_\_\_\_

☐ **Local Government Certification**

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

☐ **School Board Staff Certification**

\_\_\_\_\_  
Vicki McGrath, Director, Community Planning  
School Board of Alachua County  
352-955-7400 x 1423

Date: \_\_\_\_\_

03053-010-028  
DURATION BUILDERS INC  
PO BOX 357665  
GAINESVILLE, FL 32635-7665

03053-010-029  
BOUWENS & DOLLARD  
16820 NW 66TH RD  
Alachua, FL 32615

03053-010-030  
JASON NUNN  
16850 NW 166TH RD  
ALACHUA, FL 32615

03053-010-031  
WILLIAM M JR ROBERTSON  
16880 NW 166TH RD  
ALACHUA, FL 32615

03053-010-032  
ADAM & MAHMOOD  
16683 NW 167TH PL  
Alachua, FL 32615

03053-010-033  
VICKIE LUE DYAL  
16653 NW 167TH PL  
ALACHUA, FL 32615

03049-000-000  
MEGAHEE ENTERPRISES LTD.,LLLP  
2632 NW 43RD ST # 2138  
GAINESVILLE, FL 32606

03049-001-001  
R O BRIDGES  
PO BOX 1028  
ALACHUA, FL 32616-1028

03049-001-002  
GIACOMO CAIOZZO  
16615 NW 171ST PL  
ALACHUA, FL 32615

03049-001-011  
VICKY ANN KENNA  
16609 NW 171ST PL  
ALACHUA, FL 32615-4863

03049-001-012  
R E ROGERS  
PO BOX 1188  
ALACHUA, FL 32616-1188

03049-001-014  
CRAIG & CRAIG & CRAIG TRUSTEES  
17007 NW 171ST PL  
ALACHUA, FL 32615

03052-000-000  
SCHOOL BD OF ALACHUA CTY  
620 E UNIV AVE  
620 E UNIV AVE  
GAINESVILLE, FL 32601

03053-001-000  
DURATION BUILDERS INC  
PO BOX 357665  
GAINESVILLE, FL 32635-7665

03053-001-001  
HIPPI INVESTMENTS LLC  
14610 NW 129TH TER  
ALACHUA, FL 32615

03053-010-000  
HERITAGE COMMON PROPERTIES  
INC  
2040 NW 67TH PL  
GAINESVILLE, FL 32653

03053-010-001  
JOHN J STEVENS  
16775 NW 165TH LANE  
ALACHUA, FL 32615

03053-010-002  
RICHARD D II DOLBEC  
16813 NW 165TH LANE  
Alachua, FL 32615

03053-010-003  
THOMAS H GRIEVE  
16843 NW 165TH LN  
ALACHUA, FL 32615

03053-010-004  
TODD B BROOKS  
16873 NW 165TH LN  
ALACHUA, FL 32615

03053-010-005  
RAYSA A LEIVA  
5989 SW 112TH WAY  
COOPER CITY, FL 33330-4558

03053-010-006  
KYLE A STANDISH  
16648 NW 168TH TER  
ALACHUA, FL 32615

03053-010-007  
TOYA L ROBINSON  
16678 NW 168TH TER  
ALACHUA, FL 32615

03053-010-008  
DAVID LEE TAYLOR  
16702 NW 168TH TER  
ALACHUA, FL 32615

03053-010-009  
RAMON J OSEJO  
16681 NW 165TH TER  
ALACHUA, FL 32615-4992

03053-010-010  
ROBERTO ROMERO  
25700 SW 153RD CT  
HOMESTEAD, FL 33032-6200

03053-010-011  
RICHARD STONE  
16611 NW 165TH TER  
ALACHUA, FL 32615

03053-010-012  
DAVID B FROMHOLT  
16575 NW 165TH TER  
ALACHUA, FL 32615

03053-010-013  
MICHAEL JELMBERG  
16545 NW 165TH TER  
ALACHUA, FL 32615

03053-010-014  
NATHANIEL M III FORD  
16515 NW 165TH TER  
ALACHUA, FL 32615



03053-010-015  
CHARLES E MITCHELL  
16530 NW 165TH TER  
ALACHUA, FL 32615

03053-010-016  
DIANE S CARTER  
16527 NW 165TH LN  
ALACHUA, FL 32615

03053-010-017  
NYGAARD & STRATTAN  
16567 NW 165TH LN  
ALACHUA, FL 32615

03053-010-018  
CHARLES E WALLACE  
16621 NW 165TH LN  
ALACHUA, FL 32615

03053-010-019  
TERRANCE M MANDARINO  
16651 NW 165TH LN  
ALACHUA, FL 32615

03053-010-020  
HOLLER & KELSO  
16885 NW 167TH PL  
Alachua, FL 32615

03053-010-021  
AUSTIN MCNICHOLS  
16855 NW 167TH PL  
Alachua, FL 32615

03053-010-022  
BILL E WEBB  
16825 NW 167TH PL  
ALACHUA, FL 32615

03053-010-023  
DURATION BUILDERS INC  
PO BOX 357665  
GAINESVILLE, FL 32635-7665

03053-010-024  
FAIRCLOTH & FLOYD  
PO BOX 433  
ALACHUA, FL 32616

03053-010-025  
MILDRED O SCHLICHT  
11871 SURFBIRD CIR  
JACKSONVILLE, FL 32256

03053-010-026  
ROYCE W CHESSER  
16704 NW 166TH RD  
ALACHUA, FL 32615

03053-010-027  
JOE DRURY  
16744 NW 166TH RD  
ALACHUA, FL 32615

03053-010-034  
WILLIAM S RICHARD  
16623 NW 167TH PL  
ALACHUA, FL 32615

03053-010-035  
,

03053-010-036  
INC BLUE4.COM INFORMATION  
SERVICES  
16539 NW 167TH PL  
ALACHUA, FL 32615-8906

03053-010-037  
FLOYD & RUTTENBER  
16518 NW 166TH RD  
ALACHUA, FL 32615

03053-010-038  
DURATION BUILDERS INC  
PO BOX 357665  
GAINESVILLE, FL 32635-7665

03053-010-039  
LANCE BRINER  
16578 NW 166TH RD  
ALACHUA, FL 32615

03053-010-040  
GERALD A CORE  
16622 NW 166TH RD  
Alachua, FL 32615

03053-010-041  
KARA BOLTON HOMES INC  
1816 NW 89TH DR  
GAINESVILLE, FL 32606

03053-010-042  
KARA BOLTON HOMES INC  
1816 NW 89TH DR  
GAINESVILLE, FL 32606

03053-010-043  
KINCAID & WUENSTEL JR  
16643 NW 168TH TER  
ALACHUA, FL 32615

03053-010-044  
RALPH G GEPHART  
16623 NW 168TH TER  
ALACHUA, FL 32615

03053-010-045  
DURATION BUILDERS INC  
PO BOX 357665  
GAINESVILLE, FL 32635-7665

03053-010-046  
BOLANOS & MCKERCHER W/H  
16642 NW 167TH DR  
ALACHUA, FL 32615

03053-010-047  
BRANHAM & SANDHOLDT H/W  
16622 NW 167TH DR  
ALACHUA, FL 32615-6497

03053-010-048  
JOSEPH LAMUTH  
602 PEPPERWOOD DR  
BREA, CA 92821

03053-010-049  
MEADOWS & MEADOWS  
16649 NW 166TH DR  
ALACHUA, FL 32615-4996

03053-010-050  
,

03053-010-051  
AARON A HARRIS  
16609 NW 166TH DR  
ALACHUA, FL 32615

03053-010-052  
KARA BOLTON HOMES INC  
1816 NW 89TH DR  
GAINESVILLE, FL 32606

03053-010-053  
RICHARD E JR DAVIS  
16624 NW 165TH TER  
ALACHUA, FL 32615

03053-010-054  
RICHARD B SCHULTZ  
1171 APPIAN WAY  
SANTA ANA, CA 92705

Antoinette Endelicato  
5562 NW 93rd Avenue  
Gainesville, FL 32653

Dan Rhine  
288 Turkey Creek  
Alachua, FL 32615

Bill Atwater  
6017 NW 115th Place  
Alachua, FL 32615

Tom Gorman  
9210 NW 59th Street  
Alachua, FL 32653

Richard Gorman  
5716 NW 93rd Avenue  
Alachua, FL 32653

Peggy Arnold  
410 Turkey Creek  
Alachua, FL 32615

David Forest  
23 Turkey Creek  
Alachua, FL 32615

John Tingue  
333 Turkey Creek  
Alachua, FL 32615

President  
TCMOA  
1000 Turkey Creek  
Alachua, FL 32615

Linda Dixon, AICP  
Assistant Director Planning  
PO Box 115050  
Gainesville, FL 32611

Craig Parenteau  
FL Department of Environmental  
Protection  
4801 Camp Ranch Road  
Gainesville, FL 32641

Laura Williams  
12416 NW 148th Avenue  
Alachua, FL 32615

Jeannette Hinsdale  
P.O. Box 1156  
Alachua, FL 32616

Lynn Coullias  
7406 NW 126th Ave  
Alachua, FL 32615

Lynda Coon  
7216 NW 126 Avenue  
Alachua, FL 32615

## Public Facilities Analysis

Public facility impacts are calculated on the 44 single-family residential units permitted in Heritage Oaks Phase 2, the undeveloped portion of the project at the time of the approval of this PD Master Plan.

- Trip Generation & Distribution Calculations.** The trips generated by the 44 single-family residential units in Phase 2 will negatively affect the impacted roadway segments. An analysis is included in the Justification Report submitted as part of the PD-R Rezoning application package. Primary access to the project site will be NW 167<sup>th</sup> Boulevard.

ITE	Units	Daily		PM Peak	
Land Use <sup>1</sup>		Rate <sup>1</sup>	Trips	Rate <sup>1</sup>	Trips
Single-Family Detached Housing (ITE 210)	44	9.52	419	1.02	45
<b>Total</b>			<b>419</b>		<b>45</b>

1. ITE Trip Generation Manual, 9<sup>th</sup> Ed.

Segment Description	Available Capacity	Additional Trips	Residual Capacity
I-75 (From NCL of Alachua to US 441)	49,438 AADT 3,927 PM	109 AADT 12 PM	49,329 AADT 3,915 PM
I-75 (From US 441 to SCL of Alachua)	28,407 AADT 1,727 PM	133 AADT 14 PM	28,274 AADT 1,713 PM
US 441 (From SR 235 to NCL of Alachua)	5,635 AADT 405 PM	419 AADT 45 PM	5,216 AADT 360 PM
CR 235A South (South of US 441)	9,321 AADT 818 PM	102 AADT 11 PM	9,219 AADT 807 PM
CR 235A North (North of US 441)	12,991 AADT 1,163 PM	75 AADT 8 PM	12,916 AADT 1,155 PM

- Potable Water Impact.** The location of existing and proposed potable water infrastructure is shown on this Conceptual Utility Plan.

System Category	Gallons per day
Current Permitted Capacity <sup>1</sup>	2,300,000
Less Actual Potable Water Flow <sup>1</sup>	1,140,000
Reserved Capacity <sup>1</sup>	108,775
Residual Capacity <sup>1</sup>	1,051,225
<b>Project Impacts</b>	
<b>44 Dwelling Units (DU) x 275 Gallons/DU/day = 12,100 gpd</b>	<b>1,039,125</b>
<b>Percentage of Permitted Design Capacity Utilized</b>	<b>54.82%</b>

1. Source: City of Alachua December 2014 Development Monitoring Report.

3. **Sanitary Sewer Impact.** The location of existing and proposed sanitary sewer infrastructure is shown on this Conceptual Utility Plan.

System Category	Gallons per day
Current Permitted Capacity <sup>1</sup>	1,230,000
Less Actual Treatment Plant Flows <sup>1</sup>	595,000
Reserved Capacity <sup>1</sup>	82,325
Residual Capacity <sup>1</sup>	552,675
<b>Project Impacts</b> <b>44 Dwelling Units (DU) x 250 Gallons/DU/day = 11,000 gpd</b>	541,675
<b>Percentage of Permitted Design Capacity Utilized</b>	<b>55.96%</b>

1. Source: City of Alachua December 2014 Development Monitoring Report.

4. **Solid Waste Impact.** Solid Waste is taken to the New River Solid Waste Facility.

System Category	Tons per year
44 DU x 2.37 persons <sup>1</sup> /DU x 0.73 tons/capita per year	76.12
Existing Demand	6,789
Reserved Capacity	964.42
<b>Total average solid waste disposal for the facility<sup>2</sup></b>	<b>50-Year Capacity</b>

1. City of Alachua Comprehensive Plan LOS. U.S Census Bureau: City of Alachua has 2.37 persons/d.u.

2. Source: City of Alachua December 2014 Development Monitoring Report.

5. **Projected Recreation Impact.** The Heritage Oaks PD-R will provide passive and active recreational facilities. Also, the project site is located less than 2 miles from Alan Hitchcock Theatre Park, Alachua Lions Club Downtown Park, and Skinner Field, Orien Hills Basketball Court, Tennis Court, Playground, and Shelter.

System Category	Areas in Acres
Existing City of Alachua Recreation Acreage <sup>1</sup>	88.60
Acreage Required to Serve Existing Population <sup>1</sup>	46.50
Reserved Capacity	0.50
Available Recreation Acreage	41.60
<b>Project Impacts</b> <b>44 DU x 2.37 persons/DU x 5 acres/1,000 persons<sup>2</sup> = 0.52 acres</b>	

1. City of Alachua December 2014 Development Monitoring Report.

2. City of Alachua, Recreation Element, Policy 1.2.b

6. **Schools.** The Heritage Oaks PD-R is served by Alachua County public schools and currently zoned for Alachua Elementary, Mebane Middle School, and Santa Fe High School. The School Board of Alachua County assesses concurrency on a district-wide basis.
7. **Stormwater.** Potential stormwater management facilities (SMF) locations are identified on the PD Master Plan (Sheet PD-7) and shall be designed consistent with the City of Alachua Comprehensive Plan and Land Development Regulations and shall be consistent with Suwannee River Water Management District regulations.
8. **Fire / EMS.** The Heritage Oaks PD-R will be served by Fire Station #21 located at 15040 NW US 441.
9. **Police.** The Heritage Oaks PD-R will be served by the City of Alachua Police Department located at 15000 NW 142<sup>nd</sup> Terrace.





**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

## SIGN-IN SHEET

**Event:** Neighborhood Workshop  
**Date/Time:** December 17, 2014  
**Place:** Alachua County Library, Alachua Branch  
**Re:** Heritage Oaks PD-R Rezoning & Site Plan

<u>No.</u>	<u>Print Name</u>	<u>Street Address</u>	<u>Signature</u>
1	Noble Cray	17007 17th Pl	[Signature]
2	Tom Cowart	SBAC	Tom Cowart
3	Kevin Stratton	16567 NW 165th Ln	Kevin Stratton
4	Charles Wallace	16621 NW 165th Ln	[Signature]
5	Shane Andrew ACES		[Signature]
6	BRITTON JONES	DURATION BUILDINGS	[Signature]
7			
8			
9			
10			
11			

## Phase II:

### DESCRIPTION: (PER O.R. BOOK 4231, PAGE 1068)

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 A 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, PAGE 79 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

## MEMORANDUM

**To:** Justin Tabor, AICP, Principal Planner  
**From:** Craig Brashier, AICP, Planning Project Manager  
**Date:** July 1, 2015  
**RE:** Heritage Oaks Phase II Preliminary Plat  
Comprehensive Plan Consistency Analysis

13-0459

### **FUTURE LAND USE ELEMENT (FLUE)**

FLUE Policy 1.2.a: Moderate density residential (0 to 4 dwelling units per acre):

The moderate density residential land use category allows residential development at a maximum density of 4 dwelling units per acre.

**Response: Heritage Oaks Phase II is compatible with the existing Moderate Density Residential (MOD) Future Land Use (FLU) category. The MOD allows for a maximum density of up to four (4) units per acre. Heritage Oaks Phase II proposes 44 units on ±17.3 acres for a density of 2.54 units per acre.**

FLUE Goal 2: Innovative Design Standards: The City shall utilize innovative design standards to discourage urban sprawl, provide aesthetic standards, promote open space and preserve rural character.

**Response: The Heritage Oaks Phase II allows for a development that creates a “front-porch” community while preserving compatibility with the larger lot residential development to the north. Heritage Oaks Phase II extends a residential neighborhood in close proximity to commercial uses and a high school, which promotes walkability and reduces reliance on the automobile for access to these uses.**

FLUE Objective 2.5: Open Space Standards: The City shall utilize open space requirements to preserve the rural character of Alachua, protect natural resources, and provide spaces for people to recreate and gather.

FLUE Policy 2.5.a: There shall be a minimum of 10% percent open space required. The City shall establish incentives for the provision of open space beyond minimum requirements.

**Response: Heritage Oaks Phase II proposes ±3.23 acres of open space on a total of ±17.3 acres, or ±18.7% of the Phase II site.**

FLUE Objective 5.2: Availability of facilities and services: The City shall utilize a concurrency management system to ensure that the adopted level of service standards are maintained.

Policy 5.2.a: All new development shall meet level of service requirements for roadways, potable water and sanitary sewer, stormwater, solid waste, and improved recreation in accordance with LOS standards adopted in the elements addressing these facilities.

**Response: As more fully substantiated within the Concurrency Impact Analysis included with this application package, there is sufficient roadway, potable water, sanitary sewer, solid**

waste, recreation, and public school capacity to service the development. Heritage Oaks Phase II will not result in a degradation of concurrency Level of Service (LOS) standards.

**TRANSPORTATION ELEMENT (TE)**

TE Objective 1.1: Level of Service: The City shall establish a safe, convenient and efficient level of service standard for all motorized and non-motorized transportation systems.

**Response: Heritage Oaks Phase II will not result in a degradation of transportation LOS standards. Heritage Oaks Phase II will result in an additional 419 AADT and 45 Peak Hour trips. Per LDR section 2.4.14(H)(2)(b)(i), affected roadway segments are those that fall within one-half (½) mile of the project’s boundaries. This includes segments of US 441, CR 235A, and I-75.**

According to the most recent Development Monitoring Report made available by City staff, there is more than enough capacity on each of the affected roadway segments to handle the minor increase in AADT created by the proposed application. Therefore, upon buildout of Heritage Oaks Phase II there will continue to be a substantial surplus of available trips.

**COMMUNITY FACILITIES AND NATURAL GROUNDWATER RECHARGE ELEMENT (CFNGAR)**

CFNGAR Policy 1.1.d: The City hereby establishes the following Level of Service standards for sanitary sewer facilities:

b. Quantity: System-wide wastewater collection and treatment will be sufficient to provide a minimum of 250 gallons per day per equivalent residential unit (ERU) on an average annual basis.

**Response: The Heritage Oaks Phase II will allow 44 residential units, resulting in an increased demand of 11,000 gallons per day on the City’s sanitary sewer system. Currently, there is a residual capacity of 802,095 gallons per day.**

CFNGAR Objective 4.1: Achieve and maintain acceptable levels of service for potable water quantity and quality.

CFNGAR Policy 4.1.c: The City establishes the following level of service standards for potable water:

2. Quantity: System-wide potable water distribution and treatment will be sufficient to provide a minimum of 275 gallons per day per equivalent residential unit (ERU) on an average annual basis.

**Response: Heritage Oaks Phase II allows 44 residential units, resulting in an increased demand of 12,100 gallons per day on the City’s potable water system. Currently, there is a residual capacity of 1,059,645 gallons per day.**

Objective 2.1: Continue to ensure satisfactory and economical solid waste service for all City residents, with an emphasis on reuse and recycling.

Policy 2.1.a: The City hereby establishes the following level of service standards for solid waste disposal facilities:

FACILITY TYPE	LEVEL OF SERVICE STANDARD
Solid Waste Landfill	.73 tons per capita per year

**Response: Heritage Oaks Phase II will allow 44 residential units, resulting in an increased demand of 76.12 tons per year on the City’s solid waste system. Currently, there is a 50-year build-out capacity for the solid waste disposal facility.**

## **RECREATION ELEMENT (RE)**

RE OBJECTIVE 1.2: Facilities, Levels of Service and Hierarchy of Parks. The City shall provide a variety of recreational facilities and opportunities that respond to appropriate levels of service for the established hierarchy of parks.

RE Policy 1.2.b: The City shall adhere to a minimum level of service of five (5.0) acres of community, neighborhood or pocket park, per 1,000 persons, with a minimum of 20 percent of this in improved, passive parks.

**Response: The Heritage Oaks Phase II allows 44 residential units, resulting in an increased demand of 0.52 acres on the City's recreational facilities. Currently, there are 40.76 acres of available recreation capacity.**

## **PUBLIC SCHOOL FACILITIES ELEMENT (PSFE)**

Objective 2.2: Level of Service Standards. The City shall ensure, in coordination with the School Board, that the capacity of public schools is sufficient to support new residential subdivisions, plats and/or site plans at the adopted level of service (LOS) standards within the period covered by the five-year schedule of capital improvements.

Policy 2.2.b: Level of Service (LOS) Standards: The uniform, district-wide LOS standards shall be 100% of Program Capacity (see definition) for elementary, middle, and high schools. This LOS standard shall apply to all concurrency service areas (CSA) as adopted in the Interlocal Agreement.

**Response: Heritage Oaks Phase II is served by Alachua County public schools and is in the Alachua Elementary School Concurrency Service Area (SCSA), Mebane Middle SCSA, and Santa Fe High SCSA. For school capacity planning, the School Board of Alachua County assesses concurrency in terms of its impact on the system as a whole and on the applicable SCSAs.**

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## MEMORANDUM

**To:** Justin Tabor, AICP, Principal Planner 13-0459  
**From:** Craig Brashier, AICP, Planning Project Manager  
**Date:** July 1, 2015  
**RE:** Heritage Oaks Phase II Preliminary Plat  
Concurrency Impact Analysis

The Concurrency Impact Analysis calculations have been performed for the 44 single-family residential units proposed in Heritage Oaks Phase II. Public facility capacities are based on the May 2015 Development Monitoring Report supplied by the City's Planning and Zoning staff.

Table 2 below identifies the roadway segments within ½ mile of the Heritage Oaks entrance. Pursuant to the LDRs, for developments generating less than 1,000 AADT, a one-half mile radius defines the affected roadway envelope.

**Table 2: Affected Roadway Segments**

Segment Description	Comp Plan MSV	Existing Traffic	Reserved Trips	Available Capacity
I-75 (From NCL of Alachua to US 441)	85,600 AADT 7,710 Peak Hour	35,505 AADT 3,728 Peak Hour	77 AADT 7 Peak Hour	50,018 AADT 3,975 Peak Hour
I-75 (From US 441 to SCL of Alachua)	85,600 AADT 7,710 Peak Hour	56,000 AADT 5,880 Peak Hour	613 AADT 55 Peak Hour	28,987 AADT 1,775 Peak Hour
US 441 (From SR 235 to NCL of Alachua)	35,500 AADT 3,200 Peak Hour	23,000 AADT 2,185 Peak Hour	4,990 AADT 455 Peak Hour	7,510 AADT 560 Peak Hour
CR 235A South (South of US 441)	14,580 AADT 1,314 Peak Hour	4,642 AADT 441 Peak Hour	617 AADT 55 Peak Hour	9,321 AADT 818 Peak Hour
CR 235A North (North of US 441)	14,580 AADT 1,314 Peak Hour	1,589 AADT 151 Peak Hour	107 AADT 10 Peak Hour	12,884 AADT 1,153 Peak Hour

1. Source: City of Alachua May 2015 Development Monitoring Report.

**Table 3: Trip Generation Calculations**

ITE Land Use <sup>1</sup>	Units	Daily		PM Peak	
		Rate <sup>1</sup>	Trips	Rate <sup>1</sup>	Trips
Single-Family Detached Housing (ITE 210)	44	9.52	419	1.02	45
<b>Total</b>			<b>419</b>		<b>45</b>

1. ITE Trip Generation Manual, 9<sup>th</sup> Ed.



Trip distribution is based on the published FDOT D-Factors. 100% of the trips were assigned to US 441. The D factor for the adjacent segment of US 441 is 57.8. It is presumed that 57.8% (242 AADT, 26 PM) of the trips will head east on US 441 toward I-75. The D-Factor for this segment of I-75 is 54.9. It is presumed that 54.9% (133 AADT, 14 PM) will head south on I-75 towards Gainesville and the remaining trips (109 AADT, 12 PM) will head north. Based on these assumptions, 177 AADT / 19 PM trips will head west on US 441. The D-Factor for CR 235A is 57.8. It is presumed that 57.8% (102 AADT, 11 PM) of these trips will head south and the remaining trips (75 AADT, 8 PM) will head north.

**Table 3A: Roadways Capacity**

Segment Description	Available Capacity	Additional Trips	Residual Capacity
I-75 (From NCL of Alachua to US 441)	50,018 AADT 3,975 PH	109 AADT 12 PH	49,909 AADT 3,963 PH
I-75 (From US 441 to SCL of Alachua)	28,987 AADT 1,775 PH	133 AADT 14 PH	28,854 AADT 1,761 PH
US 441 (From SR 235 to NCL of Alachua)	7,510 AADT 560 PH	419 AADT 45 PH	7,091 AADT 515 PH
CR 235A South (South of US 441)	9,321 AADT 818 PH	102 AADT 11 PH	9,219 AADT 807 PH
CR 235A North (North of US 441)	12,884 AADT 1,153 PH	75 AADT 8 PH	12,809 AADT 1,145 PH

**Conclusion:** As evident by the available capacities identified in Table 2, the trips generated by the 44 single-family residential units in Phase II will not exceed the adopted LOS standards. Capacity exists to handle the additional trips resulting from the proposed Heritage Oaks Phase II.

**Table 4: Potable Water Impact**

System Category	Gallons per day
Current Permitted Capacity <sup>1</sup>	2,300,000
Less Actual Potable Water Flow <sup>1</sup>	1,131,000
Reserved Capacity <sup>1</sup>	109,355
Residual Capacity <sup>1</sup>	1,059,645
<b>Residual Capacity with Phase II</b>	
<b>44 Dwelling Units (DU) x 275 Gallons/DU/day = 12,100 gpd</b>	<b>1,047,545</b>
<b>Percentage of Permitted Design Capacity Utilized</b>	<b>54.45%</b>

1. Source: City of Alachua May 2015 Development Monitoring Report.

**Conclusion:** The demand generated by the 44 single-family residential units in Phase II will not exceed the adopted LOS standards. Capacity exists to handle the additional demand resulting from the proposed Heritage Oaks Phase II.

**Table 5: Sanitary Sewer Impact**

System Category	Gallons per day
Current Permitted Capacity <sup>1</sup>	1,500,000
Less Actual Treatment Plant Flows <sup>1</sup>	627,000
Reserved Capacity <sup>1</sup>	70,905
Residual Capacity <sup>1</sup>	802,095
<b>Residual Capacity with Phase II 44 Dwelling Units (DU) x 250 Gallons/DU/day = 11,000 gpd</b>	<b>791,095</b>
<b>Percentage of Permitted Design Capacity Utilized</b>	<b>47.26%</b>

1. Source: City of Alachua May 2015 Development Monitoring Report.

**Conclusion:** The demand generated by the 44 single-family residential units in Phase II will not exceed the adopted LOS standards. Capacity exists to handle the additional demand resulting from the proposed Heritage Oaks Phase II.

**Table 6: Solid Waste Impact**

System Category	Tons per year
44 DU x 2.37 persons <sup>1</sup> /DU x 0.73 tons/capita per year	76.12
Existing Demand	6,919.67
Reserved Capacity	791.96
<b>Total average solid waste disposal for the facility<sup>2</sup></b>	<b>50-Year Capacity</b>

1. City of Alachua Comprehensive Plan LOS. U.S Census Bureau: City of Alachua has 2.37 persons/d.u.

2. Source: City of Alachua May 2015 Development Monitoring Report.

**Conclusion:** The demand generated by the 44 single-family residential units in Phase II will not exceed the adopted LOS standards. Capacity exists to handle the additional demand resulting from the proposed Heritage Oaks Phase II.

**Table 7: Recreation Impact**

System Category	Areas in Acres
Existing City of Alachua Recreation Acreage <sup>1</sup>	88.60
Acreage Required to Serve Existing Population <sup>1</sup>	47.40
Reserved Capacity	0.45
Available Recreation Acreage	40.76
<b>Residual Capacity with Phase II 44 DU x 2.37 persons/DU x 5 acres/1,000 persons<sup>2</sup> = 0.52 acres</b>	<b>40.24</b>

1. City of Alachua May 2015 Development Monitoring Report.

2. City of Alachua, Recreation Element, Policy 1.2.b

**Conclusion:** The demand generated by the 44 single-family residential units in Phase II will not exceed the adopted LOS standards. Capacity exists to handle the additional demand resulting from the proposed Heritage Oaks Phase II.

#### Public Schools

Heritage Oaks Phase II is served by Alachua County public schools and is in the Alachua Elementary School Concurrency Service Area (SCSA), Mebane Middle SCSA, and Santa Fe High SCSA. For



school capacity planning, the School Board of Alachua County assesses concurrency in terms of its impact on the system as a whole and on the applicable SCSAs.

In summary, Tables 2 through 7 illustrate that there is sufficient roadway, potable water, sanitary sewer, solid waste, and recreation/open space capacity based on existing usage, reserved capacity, residual capacity, and the Comprehensive Plan's LOS standards. The net increase of 44 single-family residential units in Phase II will not degrade adopted Level of Service (LOS) standards.

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**HERITAGE OAKS NEIGHBORHOOD MEETING**  
**DECEMBER 17, 2014, AT 6:00 PM**  
**ALACHUA BRANCH, ALACHUA COUNTY LIBRARY**

*Recorded and transcribed by CHW, Inc. staff.*

*CHW, Inc. – Craig Brashier, AICP*

CHW delivered a presentation that explained the details of the proposed PUD / PD-R Amendment application. The following bullet points highlight the main points of the presentation and the discussion items following the presentation.

- The Heritage Oaks Planned Unit Development was originally approved by Ordinance No. O-03-05 and later amended by Ordinance 05 12.
- The approved PUD permits a total of 96 single-family residential units.
- Phase 1 has been platted and a portion of the single-family residential units have been constructed.
- This application represents an amendment to the approved Heritage Oaks PUD. The applicant is requesting to modify the roadway layout in Phase 2 and add two (2) single-family residential units for a total of 98.
- The currently approved PUD has four (4) north-south roadways connected by east-west roadways at each end. The proposed application will convert the four (4) north-south roadways to cul-de-sacs by removing the connecting roadway at the northern end. The proposed layout can be seen on the PD Master Plan submitted with this application.
- No changes are proposed to Phase 1. The platted lots within Phase 1 have been incorporated into the revised PD Master Plan.
- Since the City's Land Development Regulations (LDR) no longer include PUDs, this application also proposes to change the zoning nomenclature to PD-R.
- CHW also presented a site plan and discussed details of the plan.
- No one in attendance at the meeting voiced objections to the proposed PD-R amendment application or site plan.