**FOR OFFICE USE ONLY**

Case #: _____
Application Fee: \$ _____
Filing Date: _____
Completeness Date: _____
Review Type: CC

Major Subdivision – Final Plat Application

Reference City of Alachua Land Development Regulations (LDRs) Section 2.4.10

A. PROJECT

1. Project Name: Tara Forest East
2. Preliminary Plat Approval Date: March 9, 2020
3. Construction Plans Approval Date: No Approved yet
4. Phase/Unit Number (if applicable): 1
5. Number of proposed lots/dwelling units: 32
6. Housing Type (i.e., attached/detached units): Single Family Detached
7. Address of Subject Property: Parcel# 03067-005-001 17002 NW COUNTY RD 241
8. Parcel ID Number(s): 03067-000-000, 03067-005-000 and 03067-005-001
9. Existing Use of Property: Most of the property is vacant with a few houses.
10. Future Land Use Map Designation: Moderate Density
11. Zoning Designation: RSE-3
12. Acreage: 10.86+

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Kyle Williems, EI Title: Project Manger
Company (if applicable): JBPro
Mailing address: 3530 NW 43rd Street
City: Gainesville State: FL ZIP: 32606
Telephone: _____ FAX: _____ e-mail: _____
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): Tara Forest, LLC
Mailing Address: 7717 NW 20th Lane
City: Gainesville State: FL ZIP: 32606

** Must provide executed Authorized Agent Affidavit or other acceptable documentation (as deemed acceptable by the City in its sole discretion) which authorizes the agent to act on behalf of the property owner.*

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ☒ No
If yes, list names of all parties involved: _____
2. Has the applicant discussed possible utility/infrastructure fees with the Public Services Department?
If no, contact the Public Services Department at 386-418-6140. ☒ Yes ☐ No

D. ATTACHMENTS

1. Plat, to include the following information and be prepared in accordance with the following criteria:
 - a. Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins.
 - b. Graphic scale, not to exceed one (1) inch equal to 50 feet.
 - c. Name of subdivision shall be shown in bold legible letters, as required by Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - d. Name and address of subdivider.
 - e. North arrow, graphic scale, and date of plat drawing.
 - f. Vicinity map showing location with respect to existing streets, landmarks, etc., and acreage of the subdivision. The vicinity map shall be drawn to show clearly the required information, but shall not less than one (1) inch to 2,000 feet.
 - g. Exact boundary line of the property, determined by a boundary survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
 - h. Legal description of the property to be subdivided.
 - i. Acreage of adjacent land. If adjacent land is within a subdivision, identify the subdivision name, and recording information.
 - j. Location of streams, lakes, wetlands, and required buffers from such areas, and location of land designated as a special flood hazard area on FEMA FIRM panels.
 - k. Bearing and distance to permanent control points on the nearest existing street lines of bench marks or other permanent reference monuments [not less than three (3)].
 - l. When the City corporate limits traverse, are adjacent to, or are within 500 feet of the property, the boundary shall be accurately tied to the boundary lines of the subdivision by distance and angles.
 - m. The closest lot corner shall be accurately tied to the boundary lines of the subdivision by distance and angles.
 - n. Location, dimensions, and purpose of any land reserved or dedicated for public or common use.
 - o. Exact locations, width, and names of all streets within and adjacent to the subdivision.
 - p. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - q. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - r. Lots must be numbered in numerical order. Additional phases of existing subdivisions shall continue numbering from previous phases.
 - s. Location and description of required permanent reference monuments and markers.
 - t. Building setback lines.
 - u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
 - v. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required.
 - w. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
2. Title certification as required by Chapter 177.041, Florida Statutes.
3. Draft of proposed surety instrument for all public and private infrastructure improvements in accordance with the requirements set forth in Sections 6.10 and 7.4 of the LDRs (surety instrument shall be submitted to the City upon approval of the draft document and prior to any public hearing).
4. Cost of construction for all public and private infrastructure improvements (including but not limited to earthwork, stormwater, utilities (water and sewer lines / mains, electric system infrastructure, gas lines, etc.) roadways (streets, sidewalks, etc.) and landscaping in rights-of-way and common areas), signed and sealed by a registered professional engineer.
5. Proposed covenants and restrictions, if any. If the subdivision shall be subject to existing covenants and restrictions, an amendment to such covenants and restrictions shall be provided.
6. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation (for residential development), stormwater, and public schools (for residential development) in accordance with Section 2.4.14 of the LDRs.

7. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy).
8. Legal description of the property to be platted with tax parcel number: (1) on 8.5" x 11" paper; and (2) electronic file in Word format.
9. Legal descriptions and sketches for all off-site public utilities easements and legal descriptions and sketches of all property to be deeded to the City.
10. For residential subdivisions, City of Alachua Public School Student Generation Form.
11. One (1) set of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser's web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).
12. Proof of ownership (i.e., copy of deed).
13. Proof of payment of taxes.
14. Traffic Impact Analysis or Statement, as deemed applicable to the project by the City of Alachua in its sole discretion.
15. Environmental Assessment or Study, as deemed applicable to the project by the City of Alachua in its sole discretion.
16. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District (SRWMD) or Self-Certification for a Stormwater Management System in Uplands Serving Less than 10 Acres of Total Project Area and Less than 2 Acres of Impervious Surfaces from the Florida Department of Environmental Protection pursuant to Section 403.814(12), Florida Statutes.
17. If access is from a County Road, access management permit from Alachua County Public Works.
18. If access is from a State Road, access management permit from Florida Department of Transportation.

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

Under penalty of perjury, I/we certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

Kyle Williams
Signature of Applicant

Signature of Co-applicant

Kyle Williams, EI
Typed or printed name and title of applicant

Typed or printed name and title of co-applicant

STATE OF FLORIDA
COUNTY OF ALACHUA

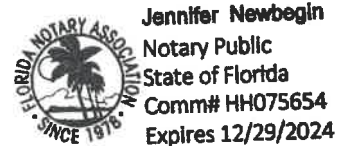
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

day of October 20, 2021, by Kyle Williams who executed the same

and has _____ produced _____ as identification or ☒ is personally known to me.

Jennifer Newbegin
Signature of Notary

Print Name: Jennifer Newbegin
Notary Public, State of Florida



My Commission Expires: 12/29/2024

TARA FOREST EAST – PHASE 1
CITY OF ALACHUA MUNICIPAL SYSTEM - CONCURRENCY IMPACT ANALYSIS

This Concurrency Impact Analysis considers the impact so the proposed development on public facilities including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations, for the overall Major Subdivisions Final Plat.

A. Potable Water:

Policy 4.1.c of the Community Facilities and Natural Groundwater Aquifer Recharge (CFNGAR) Element of the Comprehensive Plan establishes a potable water LOS Standard of 275 gallons per day per equivalent residential dwelling unit on an average annual basis. Policy 4.1.c of the CFNGAR Element if the City's potable water facility reaches 85% of the permitted design capacity, no further development orders or permits will be issued until additional capacity becomes available. The current level of capacity for the City is 62.88%, therefore the City has 22.12% capacity for proposed developments. Table 4.2 was provided by the City's 2021 Annual Concurrency Status Report. Table 4.2 shows the City's current utilization rate is 62.88% and a residual rate 853,649 gallons per day. The City has not established a level of service for commercial uses.

Potable Water Available Capacity

Table 4.2	
Potable Water Public Facilities Impacts	
System Category	Gallons Per Day
Current Permitted Capacity ¹	2,300,000
Less Actual Potable Water Flows ¹	1,300,250
Reserved Capacity ²	146,101
Residual Capacity	853,649
Percentage of Permitted Design Capacity Utilized	62.88%
<i>Sources:</i>	
1. City of Alachua Public Services Department, April 2021	
2. City of Alachua May 2021 Development Monitoring Report	

Potable Water Project Impact

Below is Table 1, that utilizes a 275 gallons per day for residential potable water. The proposed development will utilize 275 gallons per day for each residential unit, with a total of 32 residential units. The total gallons per day for residential development of potable water will be 8,800 gallons. 8,800 gallons is

.01 of the residual capacity of potable water, leaving 844,849 gallons of residual capacity remaining.

Table 1 - Potable Water	Residential Units	Gallons Per Day
Single Family Detached	32	8,800
Totals	32	8,800
Based off a LOS of 275 gallons per day		
Sources: 1. City of Alachua June 2021 Development Monitoring Report 2. City of Alachua Comprehensive Plan CFNGAR 3. F.A.C. Ch. 64E-6		

B. Wastewater

Policy 1.1.d of the CFNGAR Element of the Comprehensive Plan establishes a sanitary sewer LOS Standard of 250 gallons per day per equivalent residential dwelling unit on an average annual basis. Table 4.3 shows a sanitary sewer capacity Policy 1.1.d of the CFNGAR Element reaches 85% of the permitted design capacity, no further development orders or permits will be issued until additional capacity becomes available. Table 4.3 below shows capacity at 53.61%, therefore there 695, 850 gallons or 31.39%. The City has not established a level of service for commercial uses.

Wastewater Available Capacity

Table 4.3 Wastewater Public Facilities Impacts	
System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity ¹	1,500,000
Less Actual Treatment Plant Flows ²	677,000
Reserved Capacity ²	127,140
Residual Capacity	695,860
Percentage of Permitted Design Capacity Utilized	53.61%
Sources: 1. City of Alachua Public Services Department, April 2021 2. City of Alachua May 2021 Development Monitoring Report	

Wastewater Project Impact

Table 2 that utilizes a 250 gallons per day for residential wastewater. The proposed development will utilize 250 gallons per day for each residential unit, with a total of 32 residential units. The total gallons per day for residential development of potable water will be 8,000 gallons. 8,000 gallons is .01% of the residual capacity of potable water, 687,860 leaving gallons of residual capacity remaining.

Table 2 – Wastewater	Residential Units	Gallons Per Day
Single Family Detached & Attached	32	8,000
Totals	32	8,000
Based off a LOS of 250 gallons per day		
Sources: 4. City of Alachua June 2021 Development Monitoring Report 5. City of Alachua Comprehensive Plan CFNGAR 6. F.A.C. Ch. 64E-6		

C. Solid Waste

Policy 2.1.a of the CFNGAR Element of the Comprehensive Plan establishes a LOS Standard for solid waste facilities of 0.73 tons per capita per year for residential development. The demand generated by nonresidential uses can vary substantially between different use types, therefore a LOS Standard for nonresidential uses is not adopted in the Comprehensive Plan.

Solid Waste Available Capacity

Table 4.7 Solid Waste Public Facilities Impacts		
System Category	Pounds Per Day	Tons Per Year
Existing Demand ¹	41,960.00	7,657.70
Reserved Capacity ²	15,609.14	2,848.67
New River Solid Waste Facility Capacity ³	50 years	
<i>1. Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida (2020); Policy 2.1.a, CFNGAR Element Formula: 10,490 persons x 0.73 tons per year</i>		
<i>2. City of Alachua May 2021 Development Monitoring Report</i>		
<i>3. New River Solid Waste Association, April 2021</i>		

Solid Waste Project Impact

Table 3 utilizes a .73 tons level of service per day for residential solid waste. The proposed development will utilize $(.73 * 32)$ 23.36 tons per day for each residential unit, with a total of 32 residential units. $32 \text{ DU} * 2.58 \text{ Persons/DU}^2 * 0.73 \text{ pds/person/yr}^3 = 82.56 * 2.58 *.73 = 155 \text{ pds per/day} = 155 * 365 = 56,757$

Table 3 – Solid Waste	Residential Units	Pounds Per Day	Pounds Per Year
Single Family Detached	32	155	56,757
Totals	32	155	56,757
<i>Based off a LOS of .73 tons per capita per day</i>			

D. Stormwater

The project shall comply with all City of Alachua stormwater design criteria and regulations, the permitting requirements of the Suwannee River Water Management District (SRWMD), the requirements of the Florida Department of Environmental Protection, and the requirements of the Alachua County Environmental Protection Department. Stormwater management facilities will be designed for the 100-year critical duration storm event and will ensure that post-development runoff levels do not exceed pre-development runoff levels. A complete stormwater management design report will be provided for each development phase.

E. Recreation

Table 4 - Recreation	
SYSTEM CATEGORY	Acreage
Existing City of Alachua Recreation Acreage	135.48
Acreage required to serve existing population	52.35
Proposed Demand	.412
Available Recreation Acreage¹	80.93

Usage Calculations by proposed uses within the development

$$32 \text{ DU} * 2.58 \text{ Persons/DU}^2 * 5 \text{ acres/1,000 Person}^3 = \mathbf{.412}$$

F. Transportation

Trip generation calculations were carried out using the 10th edition of ITE's Trip Generation Manual and referencing land use codes 210 (Single Family Housing). The proposed development will generate the following trips in Table 5 below.

Table 5 – Transportation	Residential Units	AADT (9.44)	PM Peak Hour (1.00)
Single Family Detached (210)	32	302	32
Totals – Phase 1	32	302	32

Table 5.1 – Transportation Impacts	Existing Traffic	Reserved Trips	Available Capacity	Updated Capacity
US HWY 441 (Segment 5) - AADT	39,000	24,204	3,972	3,670
US HWY 441 (Segment 5) – Peak	3,510	2,299	337	305
SR 235 (Segment 9) - AADT	8,054	167	6,179	5,877
SR 235 (Segment 9) - Peak	765	21	504	472
CR 241 (Segment 12) - AADT	1,481	0	13,639	13,337
CR 241 (Segment 12) - Peak	141	0	1,218	1,186

TARA FOREST EAST- PHASE 1

ANALYSIS OF CONSISTENCY WITH THE CITY OF ALACHUA COMPREHENSIVE PLAN

I. FUTURE LAND USE ELEMENT:

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. The following uses are allowed in the moderate density residential land use category:

- 1. Single family, conventional dwelling units;*
- 2. Accessory dwelling units;*
- 3. Manufactured or modular homes meeting certain design criteria*
- 4. Mobile homes only within mobile home parks;*
- 5. Duplexes and quadplexes;*
- 6. Townhomes;*
- 7. Residential Planned Developments;*
- 8. Supporting community services, such as schools, houses of worship, parks, and community centers*

Response: The proposed density of the subject parcel will not exceed 4 units per acre. Under the Moderate Density designation, the allowed maximum density is for 10.86 acres is 43.44 units. The subject property is part of the Tara Forest East project. The proposed density is 2.9 units per acre for 32 single-family units. The proposed density is well below the maximum allowed density of 4 dwelling units per acre. Therefore, the proposed plat is it is consistent with Future Land Use Element Policy 1.2.a.

Policy 2.4.c: Tree Protection: The City shall require the preservation of heritage trees and champion trees when possible. Standards shall be set for determining the health and safety risks associated with heritage and champion trees both on individual residential lots, and existing and proposed developments.

Response: All Heritage and Champion trees will be protected in accordance with City of Alachua Land Development Regulations section 6.2.1 - Tree Protection Landscaping Standards.

Policy 2.4.d: Tree Protection: The City shall establish standards for the preservation of regulated trees. Particular attention shall be given to preserving specimen and preferred species of regulated trees, where feasible.

Response: Tree protection will follow and comply with the City of Alachua Land Development Regulations, Section 6.2.1 - Tree protection landscaping standards.

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: The proposed development plan will conform to the Cities of Alachua Land Development Regulations, Section 6.7 Open Space Standards.

Policy 2.5.b: Open space shall not be limited to unusable portions of project sites. A portion of open space shall be usable and functional.

Response: The proposed development will conform to the City's Open Space Standards of the City of Alachua Land Development Regulations, Section 6.7.4.

Objective 5.1: Natural features: The City shall coordinate Future Land Use designations with appropriate topography, soils, areas of seasonal flooding, wetlands and habitat during review of proposed amendments to the Future Land Use Map and the development review process. Natural features may be included as amenities within a development project.

Response: There are no wetlands or flood zones on the property.

Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and regulations adopted by the FDEP and the Suwannee River Water Management District.

Response: There are no active or inactive wetlands on the property.

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

Response: The proposed development does not have a significant impact on the level of service for roadways, potable water, sanitary sewer, stormwater, solid waste, public schools, or recreation below an acceptable level. Therefore, the development meets the level of service required for FLUE Policy 5.2.a.

Policy 7.1.a: The City shall require utility easements as part of the development review process.

Response: Utility easements will be granted in accordance with Future Land Use Element Policy 7.1.a.

Policy 8.1.a: The area along CR 235 to the east of CR 241 and west of CR 237 is historically and environmentally sensitive. Special consideration must be given to this area to preserve its historic and environmentally sensitive characteristics. Future land uses within this area may also take into account long term preservation objectives, such as creation of the San Felasco Conservation Corridor.

Response: The site is not an environmentally sensitive area and is not located near the San Felasco Conservation Corridor.

Policy 9.2: Any new residential subdivision within the corporate limits, where potable water service is available, as defined in Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within either a Residential or Agriculture Future Land Use Map Designation shall connect to the City of Alachua's potable water system. Any new residential subdivision within the corporate limits, where wastewater service is available, as defined in Policy 1.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within a Residential Future Land Use Map Designation shall connect to the City of Alachua's wastewater system.

Response: The proposed development will connect to the City's potable water and wastewater system. Therefore, it is consistent with FLUE Policy 9.2.

II. Transportation Element:

Policy 1.4.a: The City shall require any development which must obtain site plan or subdivision approval to provide additional right-of-way width for bicycle and pedestrian ways along all proposed collector and arterial streets.

Response: There are no new collectors or arterial roadways planned as part of this amendment. The entrance to the property will be provided off NW 140 Street. Therefore, it is consistent with Transportation Policy 1.4.a.

Policy 1.4.c: The City shall require pedestrian paths within subdivisions and within new developments to be connected to paths outside the development.

Response: The future development will include pedestrian paths that connect to lands outside of the development.

Policy 1.5.c: To the extent feasible, the City shall require new developments which are compatible with adjacent existing development to interconnect with one another through one of the following methods:

- 1. Through the extension of a public street from one project to another;*
- 2. Through the extension of a sidewalk from one project to another;*
- 3. Through the extension of a multi-purpose trail from one project to another.*

Response: The proposed development will comply with this requirement.

III. Community Facilities and Natural Groundwater Recharge Element:

Objective 1.2: Wastewater service will be made available to new development in a manner to promote compact urban growth, promoting development where wastewater service is available, and discouraging urban sprawl. For purposes of this objective, new development does not include remodeling of existing developments or additions of less than 33% to existing developments.

Response: The proposed development will connect to the City's wastewater facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Objective 1.2.

Policy 1.2.a: The City shall establish a Community Wastewater Service Area, which includes all areas where wastewater service is available. Wastewater service shall be deemed available if:

A gravity water system exists within 100 ft. of the property line of any residential subdivision lot or single-family residence and wastewater service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

A gravity wastewater system exists with 500 ft. of the property line of any residential subdivision consisting of 5 units or less and the gravity wastewater system can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

A gravity wastewater system, wastewater pumping station, or force main exists within ¼ mile of the property line of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Response: The proposed future development will connect to the City's wastewater facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 1.2.a.

Policy 3.1.b: The City shall require the construction of roads within new plats or replats to be arranged so that the grades of the streets shall conform as closely as possible to the original topography to prevent the interruption of natural drainage flows, including sheet flow and flow to isolated wetland systems.

Response: Any proposed roadways within the future development will be designed in accordance with Community Facilities and Natural Groundwater Recharge Element Policy 3.1.b.

Policy 4.1.b: The City shall establish a Community Potable Water Service Area, which includes all areas where potable water service is available. Water service shall be deemed available if:

1. A water main exists within 100 ft. of any residential subdivision lot or single-family residence water service can be accessed through public utility

easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

2. A water main exists within 500 ft. of any residential subdivision consisting of 5 units or less and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

3. A water main exists within ¼ mile of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Response: **The proposed development will connect to the City's potable water facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 4.1.b.**

Policy 4.2.a: New urban development will only occur within areas where potable water services are available concurrent with development. For purposes of this policy, new development does not included remodeling of existing developments or additions of less than 33% to existing developments.

Response: **The proposed development will connect to the City's potable water facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 4.2.a.**

Policy 4.2.b: The City will continue to require necessary on-site water system improvements to be completed at the expense of the property owner.

Response: **The proposed development will connect to the City's potable water facilities at the expense of the owner / developer. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 4.2.b.**

Policy 5.2.b: The City shall require demonstration from engineering results that post development recharge volumes will equal predevelopment recharge volumes to the Florida aquifer.

Response: The stormwater management design calculations for the proposed development will document the stormwater system design for pre-development flow vs. post-development flow.

Policy 5.2.c: Applicants for new development, expansions, or redevelopment shall employ one or more of the following techniques to address potential groundwater quality and quantity impacts:

- 1. Construction and maintenance of shallow, landscaped retention basins*
- 2. Decreasing the amount of stormwater runoff through the use of pervious surfaces or increased open space*
- 3. Development of a stormwater pollution prevention plan*
- 4. Development of a sinkhole remediation plan*
- 5. Development of a groundwater monitoring plan*

Response: The proposed future development will implement one or more of the techniques required by Community Facilities and Natural Groundwater Recharge Element Policy 5.2.c

IV. Conservation and Open Space Element:

Policy 1.2.j: The City shall require all new development to be oriented in a fashion that reduces habitat fragmentation and preserves the largest possible contiguous area of undisturbed habitat, to the extent practicable.

Response: Future development of the property will address open space locations and contiguity per Policy 1.2.j.

Policy 1.2.l: The City shall protect regulated, heritage, and champion trees. The city may continue to participate in the Florida Champion Tree Program. Additionally, the city will require tree removal permits to protect regulated, heritage, and champion trees from accidental removal and other development related disturbances.

Response: Heritage and Champion trees will be protected in accordance with the City of Alachua Land Development Regulations.

Policy 1.3.d: The City shall require prior to development approval, an inventory of listed species for all new developments in areas identified as known habitat for listed species. The inventory shall include detailed information regarding type, quantity, location and habitat requirements for any listed species identified. De minimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

Response: **An environmental assessment of the property including an inventory of listed species has been performed and is included as an Attachment 15.**

Policy 1.10.g: The City shall require natural vegetative buffers around wetlands to protect the fragile ecosystems they sustain. Buffers, measured from the outer edge of the wetland, shall be created as established in the following table.

<i>Resource Addressed</i>	<i>Required Buffer (feet)</i>
<i>Wetlands less than or equal to 0.5 acre that do not support federally and/or state regulated vertebrate wetland/aquatic dependent animal species.</i>	<i>50' average 35' minimum</i>
<i>Wetlands greater than 0.5 acre that do not support the animal species described above.</i>	<i>75' average 50' minimum</i>
<i>Areas where the animal species described above have been documented within 300 feet of a wetland.</i>	<i>100' average 75' minimum</i>

Response: **There are no wetlands on the current property, however if wetlands are found the proposed development will adhere to Policy 1.10.g.**

OBJECTIVE 1.12: Water Resources - The City shall protect and conserve the quantity and quality of water resources, not only for the benefit of residents of the City, but for all in North Florida who depend on the Florida Aquifer for drinking water, and for the benefit of all connected springs, streams, and rivers which may be impacted by the City's land use and development practices.

Response: **Wetlands do not exist on the current property; however, this property is planned to be a part of a bigger Community Development District known as Tara Forest. The property will be protected per Community Facilities and Natural Groundwater Recharge Element Objective 1.12.**

Policy 1.12.d: The City shall require the following buffers for development along surface water bodies. Buffers shall be measured from the outer edge of the water body and created as established in the following table.

Resource Addressed	Required Buffer (feet)
<i>Surface waters less than or equal to 0.5 acre that do not support federally and/or state regulated vertebrate wetland/aquatic dependent animal species.</i>	<i>50' average 35' minimum</i>
<i>Surface waters greater than 0.5 acre that do not support the animal species described above.</i>	<i>75' average 50' minimum</i>
<i>Areas where the animal species described above have been documented within 300 feet of a surface water</i>	<i>100' average 75' minimum</i>

Response: *The subject property does not contain surface waters.*

ACCOUNT NUMBER	ESCROW CD		MILLAGE CODE
03067 000 000		APPLICABLE VALUES AND EXEMPTIONS BELOW	1700

UNASSIGNED LOCATION RE

TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

N 330 FT M/L OF THE NW1/4 OF THE SE1/4
OR 4670/0200

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	7.8935	4,223	0	4,223	33.33
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.1289	4,223	0	4,223	4.77
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP35 PROJECT (S01)	1.5000	4,223	0	4,223	6.33
SCHL DISCRNRY & CN (S01)	0.7480	4,223	0	4,223	3.16
SCHL GENERAL	3.6670	4,223	0	4,223	15.49
SCHOOL VOTED (S01)	1.0000	4,223	0	4,223	4.22
SUWANNEE RIVER WATER MGT DIST	0.3696	4,223	0	4,223	1.56
17 CITY OF ALACHUA	5.3900	4,223	0	4,223	22.76
CHILDREN'S TRUST	0.5000	4,223	0	4,223	2.11
TOTAL MILLAGE	22.1970	AD VALOREM TAXES			\$93.73

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

PAY ONLINE WITH E-CHECK



SCAN TO PAY

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS			\$0.00

PAY ONLY ONE AMOUNT. 

COMBINED TAXES AND ASSESSMENTS \$93.73

If Paid By Please Pay	Nov 30, 2020 \$0.00				
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JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2020 PAID REAL ESTATE NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

12765

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 12 SE 1st ST, GAINESVILLE, FL 32601

ACCOUNT NUMBER	SITUS	MESSAGE
03067 000 000	UNASSIGNED LOCATION RE	

TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

IF PAID BY	PLEASE PAY
<input type="checkbox"/> Nov 30, 2020	\$0.00
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
03067 005 000		1700

APPLICABLE VALUES AND EXEMPTIONS BELOW

UNASSIGNED LOCATION RE

TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

W1/2 OF NE1/4 SEC & S1/2 OF NE1/4 OF
NE1/4 (LESS COM
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	7.8935	41,408	0	41,408	326.85
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.1289	41,408	0	41,408	46.75
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP35 PROJECT (S01)	1.5000	41,408	0	41,408	62.11
SCHL DISCRNRY & CN (S01)	0.7480	41,408	0	41,408	30.97
SCHL GENERAL	3.6670	41,408	0	41,408	151.84
SCHOOL VOTED (S01)	1.0000	41,408	0	41,408	41.41
SUWANNEE RIVER WATER MGT DIST	0.3696	41,408	0	41,408	15.30
17 CITY OF ALACHUA	5.3900	41,408	0	41,408	223.19
CHILDREN'S TRUST	0.5000	41,408	0	41,408	20.70
TOTAL MILLAGE	22.1970	AD VALOREM TAXES		\$919.12	

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

PAY ONLINE WITH E-CHECK



SCAN TO PAY

PAY ONLY ONE AMOUNT.

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
R710 710 BOCC SOLID WASTE MGMT	1.000	@ 20.7800	20.78
NON-AD VALOREM ASSESSMENTS			\$20.78

COMBINED TAXES AND ASSESSMENTS \$939.90

If Paid By
Please Pay **Nov 30, 2020**
\$0.00

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2020 PAID REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

12777

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 12 SE 1st ST, GAINESVILLE, FL 32601

ACCOUNT NUMBER	SITUS	MESSAGE
03067 005 000	UNASSIGNED LOCATION RE	

TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

IF PAID BY	PLEASE PAY
<input type="checkbox"/> Nov 30, 2020	\$0.00
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
03067 005 001		1700

APPLICABLE VALUES AND EXEMPTIONS BELOW

17002 NW COUNTY RD 241

TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

COM NW COR OF NE1/4 SEC N 88 DEG E
629.85 FT S 1269.4
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	7.8935	197,401	0	197,401	1,558.18
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.1289	197,401	0	197,401	222.85
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP35 PROJECT (S01)	1.5000	197,401	0	197,401	296.10
SCHL DISCRNRY & CN (S01)	0.7480	197,401	0	197,401	147.66
SCHL GENERAL	3.6670	197,401	0	197,401	723.87
SCHOOL VOTED (S01)	1.0000	197,401	0	197,401	197.40
SUWANNEE RIVER WATER MGT DIST	0.3696	197,401	0	197,401	72.96
17 CITY OF ALACHUA	5.3900	197,401	0	197,401	1,063.99
CHILDREN'S TRUST	0.5000	197,401	0	197,401	98.70
TOTAL MILLAGE					22.1970
AD VALOREM TAXES					\$4,381.71

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

PAY ONLINE WITH E-CHECK



SCAN TO PAY

PAY ONLY ONE AMOUNT.

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
R710 710 BOCC SOLID WASTE MGMT	1.000	@ 20.7800	20.78
C550 550 COUNTY FIRE SERVICES	1.000	Varies	373.28
NON-AD VALOREM ASSESSMENTS			\$394.06

COMBINED TAXES AND ASSESSMENTS \$4,775.77

If Paid By Please Pay
Nov 30, 2020
\$0.00

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2020 PAID REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

12778

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 12 SE 1st ST, GAINESVILLE, FL 32601

ACCOUNT NUMBER	SITUS	MESSAGE
03067 005 001	17002 NW COUNTY RD 241	

TARA FOREST LLC
7717 NW 20TH LN
GAINESVILLE, FL 32605

IF PAID BY	PLEASE PAY
<input type="checkbox"/> Nov 30, 2020	\$0.00
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 17002 CR 241, Alachua, FL 32615

Parcel ID Number(s): 03067-005-000, 03067-005-001, 03067-000-000

Acreage: 112.5

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Sayed Moukhtara

Title: Manager

Company (if applicable): Tara Forest, LLC

Mailing Address: 7717 NW 20th Lane

City: Gainesville

State: Florida

ZIP: 32605

Telephone: 352-278-5317

FAX: N/A

e-mail: sayed@moukhtara.com

C. AUTHORIZED AGENT

Name: Christopher Potts, P.E.

Title: Director of Engineering

Company (if applicable): JBPro

Mailing address: 3530 NW 43rd Street

City: Gainesville

State: Florida

ZIP: 32693

Telephone: 352-375-8999

FAX: 352-375-0833

e-mail: chris.potts@jbpro.com

D. REQUESTED ACTION:

Construction plan submittal for subdivision

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.

Signature of Applicant

Signature of Co-applicant

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 13th day of April, 2021, by Sayed

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

NOTARY 9448 Jennifer Newbegin

Notary Public

State of Florida

Comm# HH075654

Expires 12/29/2024

Signature of Notary Public, State of Florida

City of Alachua ♦ Planning and Community Development Department

PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

Revised 9/30/2014



BOUNDARY and TOPOGRAPHIC SURVEY

LYING IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION:

(O.R. 1988, PAGE 1061)
A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE N. E. 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF BEGINNING AND RUN N 88°15'52" E, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 1324.84 FEET TO A STEEL ROD & CAP (LS#2903) AT THE NORTHWEST CORNER OF THE N. E. 1/4 OF THE N. E. 1/4 OF SAID SECTION 10; THENCE RUN S 00°04'49" W, ALONG THE WEST LINE OF SAID N. E. 1/4 OF THEN. E. 1/4, A DISTANCE OF 677.41 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE S. 1/2 OF SAID N. E. 1/4 OF THEN. E. 1/4; THENCE RUN N 88°18'13" E, ALONG THE NORTH LINE OF SAID S. 1/2 OF THEN. E. 1/4 OF THE N. E. 1/4, A DISTANCE OF 1273.16 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (100 FOOT RIGHT OF WAY); THENCE RUN S 00°11'02" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 678.06 FEET TO THE SOUTH LINE OF SAID N. E. 1/4 OF THE N. E. 1/4; THENCE RUN S88°19'11" W, ALONG SAID SOUTH LINE OF THE N. E. 1/4 OF THE N. E. 1/4, A DISTANCE OF 1271.89 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID N. E. 1/4 OF THEN. E. 1/4; THENCE RUN S 00°02'40" E, ALONG THE WEST LINE OF THE S. E. 1/4 OF SAID N. E. 1/4, A DISTANCE OF 669.07 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF ALACHUA REALTY COMPANY ADDITION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN S 00°04'13" W, ALONG THE WEST LINE OF SAID ALACHUA REALTY COMPANY ADDITION, A DISTANCE OF 679.26 FEET TO A CONCRETE MONUMENT (LS#3456); THENCE RUN S 88°15'52" W, A DISTANCE OF 1326.11 FEET TO A CONCRETE MONUMENT (LS#3456) ON THE WEST LINE OF THE E. 1/2 OF SAID SECTION 10; THENCE RUN N 00°04'23" E, ALONG SAID WEST LINE, A DISTANCE OF 2703.44 FEET TO THE POINT OF BEGINNING, CONTAINING 102.000 ACRES MORE OR LESS.

AND

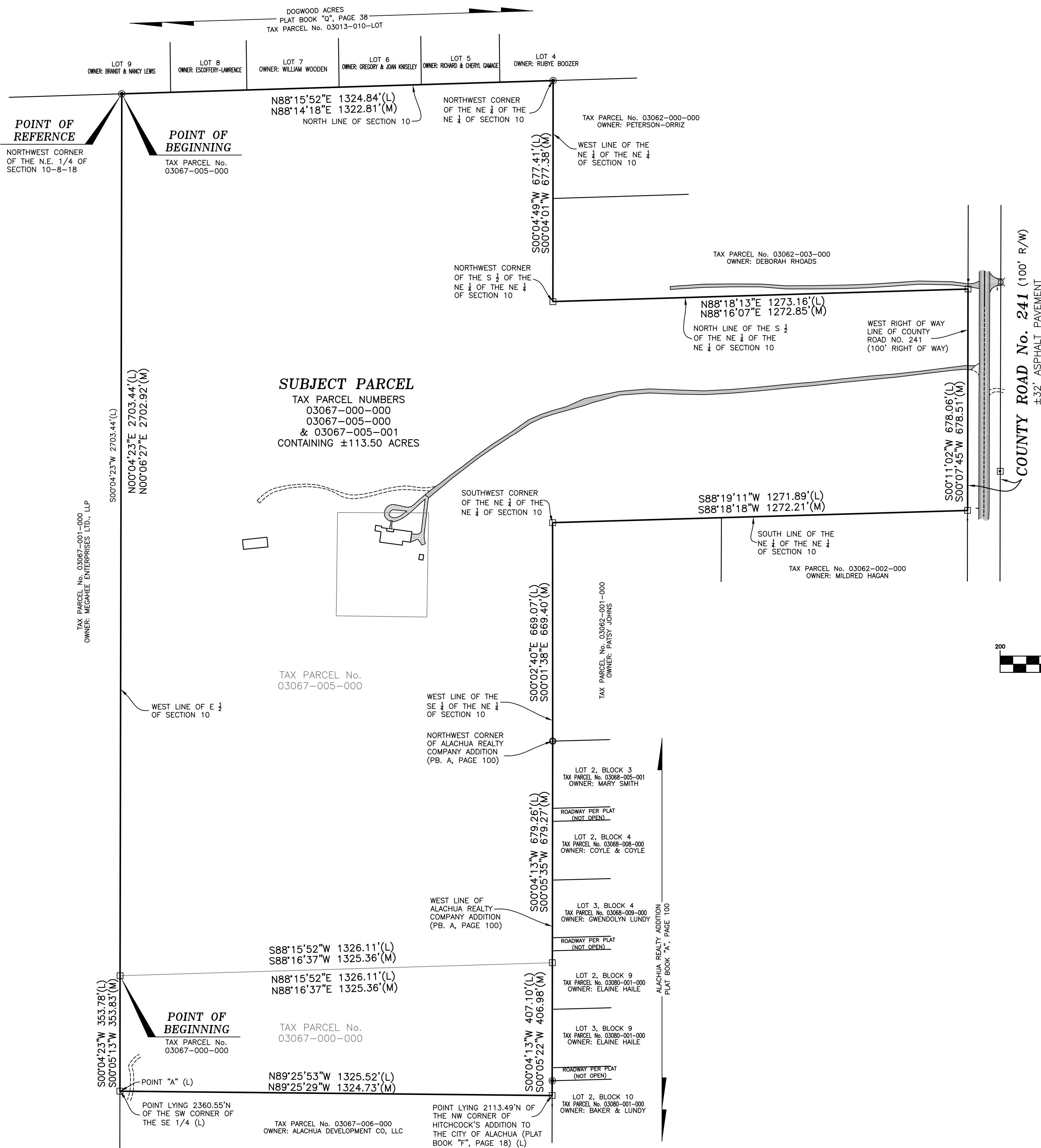
(O.R. 2094, PAGE 1551)
A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN S.00°04'23"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 10, A DISTANCE OF 2703.44 FEET TO A CONCRETE MONUMENT AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE S.00°04'23"W, ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 10, A DISTANCE OF 353.78 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING LOCATED 2360.55 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 10, SAID CONCRETE MONUMENT BEING DESIGNATED AS POINT "A" TO BE REFERRED TO LATER; THENCE RETURN TO THE TRUE POINT OF BEGINNING AND RUN N.88°15'52"E, A DISTANCE OF 1326.11 FEET TO A CONCRETE MONUMENT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE RUN S.00°04'13"W, ALONG SAID WEST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 407.10 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT LOCATED 2113.49 FEET NORTH OF THE NORTHWEST CORNER OF LOT 10 OF HITCHCOCK'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "F", PAGE 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN N.89°25'53"W, A DISTANCE OF 1325.52 FEET TO THE AFOREMENTIONED POINT "A" AND TO CLOSE, CONTAINING 11.57 ACRES MORE OR LESS.

LEGEND:

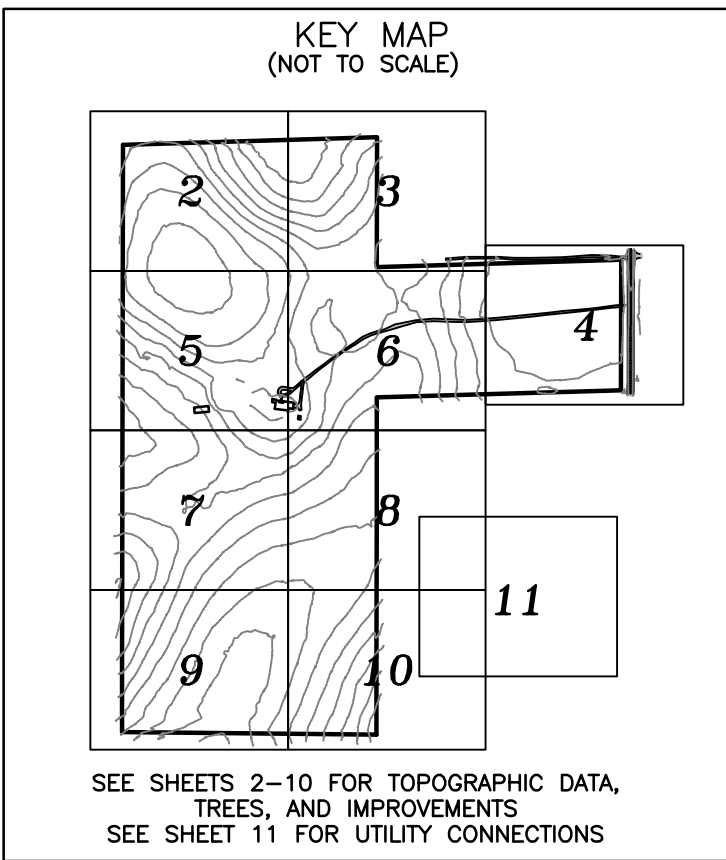
- = SET 5/8" REBAR (PSM 6602)
- = FOUND 4"x4" CONCRETE MONUMENT(AS NOTED)
- ⊙ = FOUND 5/8" REBAR & CAP (AS NOTED)
- ⊕ = BENCHMARK
- (L) = PER LEGAL DESCRIPTION OF RECORD
- (M) = MEASURED
- O.R. = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY
- INV = INVERT
- PVC = POLYVINYL CHLORIDE PIPE
- EX OHU— = OVERHEAD UTILITY LINE
- 100— = CONTOUR LINE
- = METAL SIGN
- ⊕ = ELECTRIC HAND HOLE
- ⊕ = GUY ANCHOR
- ⊕ = CONCRETE POWER POLE
- ☆ = WOOD LIGHT POLE
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = AT&T PEDESTAL
- ⊕ = TELEPHONE MANHOLE
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = FIRE HYDRANT
- PNE 28" = TREE TYPE & DIAMETER
- HICK = HICKORY
- LAO = LAUREL OAK
- LO = LIVE OAK
- ⊕ = SPOT ELEVATION
- = ASPHALT PAVEMENT
- = CONCRETE SURFACE

SURVEYOR'S NOTES:

- THE BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATES, FLORIDA NORTH (NORTH AMERICAN DATUM OF 1983) BASED ON GPS MEASUREMENTS ON THE GEODETIC REFERENCE SYSTEM 1980 (GEOID 12A) FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
- ELEVATIONS SHOWN HEREON ARE BASED ON GPS MEASUREMENTS ON THE GEODETIC REFERENCE SYSTEM 1980 (GEOID 12A) FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). ALL ELEVATIONS SHOWN HEREON ARE NORTH AMERICAN VERTICAL DATUM OF 1988. ALL SITE BENCHMARKS SHOULD BE CHECKED AND VERIFIED BEFORE USE.
- THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
- NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- RECORDED EASEMENT AND/OR DEEDS NOT FURNISHED TO THE SURVEYOR ARE NOT SHOWN.
- ALL TREES 8" AND LARGER, AS MEASURED AT CHEST HEIGHT, ON THE SUBJECT PARCEL ARE SHOWN HEREON.
- THIS SURVEY CONTAINS 11 SHEETS AND IS NOT VALID WITHOUT ALL SHEETS.
- INTERIOR FENCES NOT LOCATED OR SHOWN.



FLOOD NOTE:
THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBERS 12001C01100, 12001C01200, 12001C01300, AND 12001C01400 FOR ALACHUA COUNTY, FLORIDA INCORPORATED AREAS, EFFECTIVE DATE JUNE 16, 2006, FOR CITY OF ALACHUA, COMMUNITY NUMBER 120664 PANEL NUMBERS 0110, 0120, 0130, AND 0140 SUFFIX D.



JOB NUMBER: 18-119	CERTIFIED TO:	FLOWERS SURVEYING AND MAPPING INC. 207 SE CONDOR GLEN HIGH SPRINGS, FLORIDA 32643 PHONE: (386) 462-0130 EMAIL: FLOWERSSURVEYING@GMAIL.COM
SHEET 1 OF 11	TARA FOREST, LLC ALACHUA TITLE SERVICES, LLC FIDELITY NATIONAL TITLE INSURANCE COMPANY	
FIELD BOOK - SEE FOLDER	DRAFTED: LAF	
CHECKED: LAF		
SURVEY DATE: 8/13/18		

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF THE SURVEYOR. THIS MAP IS THE PROPERTY OF FLOWERS SURVEYING AND MAPPING INC. AND IS TO BE USED ONLY FOR THE PROJECT AND AREA FOR WHICH IT WAS PREPARED. ANY OTHER USE OF THIS MAP BY ANYONE OTHER THAN THE SURVEYOR IS PROHIBITED. I HEREBY CERTIFY THAT THE SURVEY DATA SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS. PURSUANT TO SECTION 472.02, FLORIDA STATUTES, AND CHAPTER 24-17, FLORIDA ADMINISTRATIVE CODE.

LEIGH ANN FLOWERS
PROFESSIONAL SURVEYOR & MAPPER
FLA LICENSE NO. 8606

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TARA FOREST EAST**

This Declaration of Covenants, Conditions and Restrictions is hereby made this ____ day of _____ 2021 by **Tara Forest, LLC**, a Florida limited liability company, (“Declarant”), whose mailing address is 7717 NW 20th Lane, Gainesville, Florida 32605.

WITNESSETH:

Declarant is the owner in fee simple of the property described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

Declarant for purposes of this Declaration will be Tara Forest, LLC.; and

Tara Forest, LLC intends, but shall not be required, to develop the Property as a residential community and to construct, and/or sell Lots for the construction of single-family homes upon the Property, with such construction, ownership and occupancy of Lots and Homes to be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth, and subject to the Master Declaration for Tara Forest, recorded in the Public Records for Alachua County, Florida at Book __, Pages ____, et. seq., as amended from time to time (“**Master Declaratio** ”).

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property, and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. “Architectural Control Committee” or “ACC” shall mean the committee established, upon delegation or termination of Master Declarant’s authority under the Master Declaration, to review plans and specifications for the construction or modification of improvements on Lots.

Section 2. “Architectural Review Committee” or “ARC” shall mean the committee established, if at all, by the Board of Directors for architectural review pursuant to Article IX of this Declaration.

Section 3. “Articles” shall mean and refer to the Articles of Incorporation of Tara Forest East Homeowners Association, Inc., a Florida corporation not-for-profit, attached hereto as **Exhibit “B”**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 4. “Assessments” shall mean all expenses and charges levied for the purpose of operation of the Association and carrying out the Association responsibilities under the terms of this Declaration, such Assessments to include all Annual Assessments, Special Assessments, Master Association Assessments, and Individual Assessments as described in Article VII hereof and/or in the Master Declaration.

Section 5. “Association” shall mean Tara Forest East Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 6. “Board of Directors” or “Board” shall mean the body responsible for administration of the Association, selected as provided in the Bylaws.

Section 7. “Builder” shall mean any person or entity that purchases more than one Lot for the purpose of constructing Homes on such Lots for sale to third party purchasers, and shall include Lennar.

Section 8. “Bylaws” shall mean the Bylaws of Tara Forest East Homeowners Association, Inc., attached hereto as **Exhibit “C”** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 9. “Common Area” is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant or Association, in its sole and absolute discretion, which may include, but is not limited to, retaining walls and perimeter fencing but only to the extent, the same are owned, whether in fee simple, as the holder of easement or leasehold rights, or otherwise, by, or dedicated to the Association. Common Areas shall exclude any property, real or personal, within the Property with is owned by or dedicated to the Master Association or CDD.

Section 10. “Community Development District” or “CDD” shall mean the Tara Forest Community Development District, which is a local unit of special purpose government organized

and existing under Chapter 190, Florida Statutes, established for the benefit of the property depicted in the Plat.

Section 11. “County” shall mean Alachua County, Florida.

Section 12. “Declarant” shall mean Tara Forest, LLC, or any successor or assignee of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Alachua County, Florida. Where the HOA Act refers to “developer”, such shall include “Declarant” herein as applicable. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee. Notwithstanding the forgoing, use of the term Declarant in the Governing Documents is not intended to mean one who constructed and was responsible for the site development and infrastructure for the Community including, but not limited to, underground utilities, grading, excavating, erosion control and road work, to the extent such was a person or entity other than Declarant.

Section 13. “Declaration” shall mean this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 14. “Development Period” shall mean the period of time from the date of recording of this Declaration until the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein has been sold to third-party purchasers other than Builders.

Section 15. “Governing Documents” shall mean the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.

Section 16. “HOA Act” shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 17. “Home” shall mean a detached single-family dwelling constructed upon and including a Lot and for which a certificate of occupancy has been issued.

Section 18. “Institutional First Mortgage” shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 19. “Institutional First Mortgagee” shall mean a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 20. “Lot” is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 21. “Master Association” shall mean Tara Forest Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 22. “Master Common Areas” shall have the meaning as set forth in the Master Declaration.

Section 23. “Master Declarant” shall mean Tara Forest, LLC a Florida limited liability company, or its successors or assigns as Declarant under the Master Declaration.

Section 24. “Master Declaration” shall mean the Master Declaration for Tara Forest recorded in Book ____, Page ____, et. seq. of the Public Records of Alachua County, Florida, as amended and supplemented from time to time.

Section 25. “Master Documents” shall mean the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, the architectural guidelines (adopted or to be adopted pursuant to the Master Declaration), and any rules and regulations promulgated by the Master Association, inclusive of all exhibits and attachments thereto and amendments thereof.

Section 26. “Member” shall mean every person or entity who is a Member of the Association in accordance with Article III.

Section 27. “Community” or “Tara Forest East” shall mean the community planned for development upon the property described in Exhibit “A” or any property annexed as provided herein; the said being within Alachua County, Florida.

Section 28. “Operating Expense” shall mean and refer to the actual and estimated expense of maintaining and repairing Common Area and operating the Association, including but not limited to, salaries and management fees, professional fees, service and material costs, telecommunications service costs, costs of supplies and equipment, Association-sponsored social events, and any and all costs relating to the discharge of the Association’s obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives. Notwithstanding anything to the contrary herein, Operating Expenses shall not include reserves.

Section 29. “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 30. “Permit” shall mean the Environmental Resource or Surface Water Management Permit for Tara Forest East, a copy of which shall be maintained by the Association for the benefit of the Association and by the Registered Agent of the Association.

Section 31. “Plat” shall mean the Plat of the Property for Tara Forest East, recorded or to be recorded in the Public Records of Alachua County, Florida. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration.

Section 32. “Property” shall mean the property described in **Exhibit “A”**, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 33. “Rules” shall mean collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, Common Areas and any improvements located thereon.

Section 34. “Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records of the County pursuant to Article II, Section 3, which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

Section 35. “Surface Water Management System” shall include, but is not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetland, wetland buffer and upland preservation, and wetland mitigation areas. The Surface Water Management System facilities are located on land designated on the Plat or located on land that is owned by or dedicated to the CDD or located on land that is subject to an easement in favor of the CDD, if established pursuant to the Master Declaration.

Section 36. “Tenant” shall mean any person or person(s) who are renters, tenants or the like under a lease agreement with the Owner of a Lot for occupancy of the Home on the Lot.

Section 37. “Turnover” shall mean termination of the Class B Membership and transfer of operation of the Association by the Declarant, or successor Declarant, to Class A Members.

Section 38. “WMD” shall mean and refer to the Suwanee River Water Management District.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration which is located within the County, and which is the property described in **Exhibit “A”**, and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt and acceptance of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class “A” Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members or Institutional Mortgagees. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Notwithstanding the foregoing, nothing herein shall be construed as an obligation of Declarant to annex in additional Property to the Community or construct the Community pursuant to the plan of development approved on the date of this Declaration, which may be modified by the Declarant in the future.

(b) Annexation With Approval of Class “A” Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Member the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class “A” Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such

Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Land from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in (i) the reduction of the number of Lots within the Community; (ii) the material reduction of the size of the Lots, Common Areas or Common Area facilities, or (iii) a material change to the scheme of development of the Community. Notwithstanding anything herein to the contrary, Declarant may not withdraw any portions of the Property without the prior written consent of the Master Declarant, so long as any Lots within the Community are owned by the Master Declarant. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(d) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant during the Development Period or so long as the Declarant holds Lots for sale in the ordinary course of business. Nor may any provision in this Section requiring the consent of the Master Declarant be amended without the prior written approval of the Master Declarant, so long as any Lots within the Community are owned by the Master Declarant.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

ARTICLE IV

MASTER ASSOCIATION

Tara Forest East is a component of the larger community of Tara Forest. All Owners, lessees and occupants of homes in the Community shall have access to and use of various services and facilities provided by the Master Association in accordance with and subject to the Master Documents. Every Owner, by acceptance of a deed to a Lot in the Community acknowledges that, in addition to being bound by the Governing Documents for Tara Forest East, he or she is subject to and bound by the Master Documents and that he or she is automatically a Member of and subject to Assessments by the Master Association in accordance with the terms of the Master Declaration.

Section 1. This Declaration and the Property are subject to the Master Declaration, and in the event of a conflict with this Declaration, the terms of the Master Declaration shall govern.

Section 2. The foregoing shall not prevent enforcement by the Association of provisions of the Governing Documents which are stricter than those of the Master Documents.

Section 3. Notwithstanding anything herein to the contrary, this Declaration shall not be construed or amended in any manner so as to affect the property or rights of the Master Association, including its ACC, without the Master Association's written consent or joinder.

ARTICLE V

VOTING RIGHTS

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

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership when Class B Memberships convert to Class A Memberships. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for

such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to three (3) votes for each Class A Member vote such that, as long as the Class B membership is in place, the Declarant shall have three times the votes of all Class A Members. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) Three (3) months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed to Class A Members (other than Builders); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment;
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
- (c) As otherwise required by applicable law.

Upon the conversion of the Class B Membership to Class A Membership, the Declarant shall be entitled to one vote for each Lot they own in the same manner as all other Class A Members.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Master/CDD Property. It is anticipated that as set forth in the Master Declaration, the CDD will own or have easement rights in the property which is commonly common property of a community. The Master Documents shall govern all easements restrictions and use rights in and to the Master Common Property and CDD property.

Section 2. Common Area. The Common Area licensed, transferred, and/or conveyed as Common Area, shall be held, operated, maintained, repaired and replaced according to the following:

- (a) Said Common Area, upon installation and construction, shall be maintained, repaired and replaced as scheduled and as necessary in a continuous and satisfactory manner in good order, condition, and repair as of the recording of this Declaration;
- (b) The right to the use of the Common Area, once installation or construction thereof has been completed, shall extend to all Members and their family, tenants, contract purchasers and invited guests, subject to regulation from time to time by the Association in its Rules. Vendors, contractors and service providers, entering the Community as an invitee of an Owner or the Association, shall be subject to the Rules of the Association;
- (c) The Common Area shall be subject to the other provisions of this Declaration, the Articles, Bylaws; and

(d) The Association, through its Board of Directors, may make and enforce this Declaration and the reasonable rules and regulations governing the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations may include monetary fines levied in accordance with the Declaration and applicable law and suspension of the right to vote. The Board of Directors shall, in addition, have the power to seek equitable and monetary relief in any court for violations. The imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

(e) Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained in relation to the Common Area or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be operating expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article VI shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's or any Builder's development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot; affect the Master Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, Bylaws and Rules in violation of Chapter 720, Florida Statutes after the Class B Membership has terminated;

(b) Subject to any approvals required from the CDD, Master Declarant or Master Association under the Master Documents, the Declarant shall have full rights of ingress and egress to and through, and over and about the Property during the Development Period and such additional period of time as Declarant or Builders are engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant shall further have the right to operate and maintain

models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant or its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(c) Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall also have the right to grant a Builder certain rights reserved hereunder to the Declarant for the purpose of constructing, selling and marketing Homes in the Community and conducting construction, sales and marketing thereof by executing an assignment of rights in favor of the Builder to be kept in the official records of the Association. Any such assignment of rights shall not impose any obligation of the Declarant hereunder on any such Builder unless obligations are expressly assumed by the Builder.

(d) Notwithstanding anything contained herein to the contrary, neither the Declarant nor the Association make any representation whatsoever as to the commencement, completion or construction of any improvements within or upon the Common Area or property over which the Association or Master Association have easement rights. Title to any Common Area owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Area owned by Declarant shall be transferred to the Association no later than the expiration of the Development Period. THE ASSOCIATION AND THE MEMBERS SHALL BE OBLIGATED TO ACCEPT THE COMMON AREA IN THEIR "AS-IS" CONDITION. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREA INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREA AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration, and except as otherwise provided in the Master Documents, shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System shall be operated and maintained in compliance with all approvals, codes and regulations of governmental authorities and the WMD and in accordance with the Master Documents. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the WMD.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it 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 any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges for the payment of Operating Expenses of the Association (“**Regular Assessments**” or “**Annual Assessments**”); (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association (“**Special Assessments**”); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots (“**Individual Assessments**”). All such assessments shall be fixed, established and collected from time to time as hereinafter provided. The Regular, Special, and Individual Assessments (collectively “**Assessments**”), together with such interest thereon and costs of collection thereof, including attorney’s fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with interest, costs (including applicable late fees), and reasonable attorneys’ fees for its collection, including attorneys’ fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer

of title without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments to be levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents of the Property and the management and operation of the Association, and shall specifically include, but is not limited to, the maintenance of the Common Area improvements or equipment maintained by the Association. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover Operating Expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment levied against such Lot.

Section 3. Basis of Annual Assessments. For the first year of operation of the Association, the Assessment shall be the amount as set forth in the estimated operating budget of the Association for the first year of operation. From and after January of the next operating year, the Annual Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained through the collection of Assessments or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, the Declarant is exempt from reserve funding obligations prior to termination of the Class B Membership for the Lots Declarant owns.

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, both Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a Common Area capital improvement, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover Operating Expenses of the Association; PROVIDED that any such Special Assessments shall have the assent of a majority of Members who are voting in person or by proxy at a meeting duly at which a quorum is attained and called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of the total eligible voting interests of the Membership (Class B included until terminated), shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 6 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to a Lot upon the sale of a Home from the Declarant or Builder to a third-party purchaser. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors may institute late payment fees and interest at the highest legal rate in accordance with the HOA Act for delinquent payment of the Annual Assessment. The Association shall upon demand at any time furnish an estoppel certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid and the information set forth in the HOA Act. A reasonable charge may be made by the Board or its agent for the issuance of these certificates.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers

and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 9. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in accordance with the terms and conditions of the Declaration, Master Declaration and any promulgated Rules in a manner satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant or a Builder (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed on behalf of the Lot Owner may be assessed to the Lot as an Individual Assessment for such expense; and said Individual Assessment shall be enforced in the same manner as provided for in Section 8. In addition, Owners shall be jointly and severally liable with their guests, tenants or invitees for damage(s) caused by their guests, tenants or invitees and for the associated costs of repair or replacement. In the event any Owner, its guests, tenants or invitees cause any damage to the Common Area, including but not limited to landscaping or sidewalks, the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and a secure indebtedness payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of

Florida; however, no land or improvements devoted to dwelling use shall be exempt from said Assessments. Lots owned by the Declarant shall be exempt from payment of Assessment during such period of time the Declarant is funding deficits in operating expenses pursuant to Section 12 below.

Section 12. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant or a successor Declarant is in control of the Association, Declarant shall not be liable for Assessments against Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all assessments, income and other sums and income received or receivable by the Association. The deficit, if any, to be paid by Declarant pursuant to this Section shall be determined by looking at the period of deficit funding as a whole, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intraperiod allocations. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, or make excess contributions over the totality of the deficit funding period, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The Declarant's rights under this Section 12 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

ARTICLE VIII

CAPITAL CONTRIBUTION

Section 1. Working Fund Contribution on Sale by Declarant. At the time of a conveyance of a Lot and Home by the Declarant or a Builder to a third-party purchaser, each purchaser, excepting Builders, shall pay to the Association the amount of \$200.00 as a contribution to working capital. These monies (hereinafter called **Working Fund Contribution**) shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary Association income, may be applied to offset operating expenses both during and after the deficit funding period, and need not be separated from or held or applied differently than Assessments. No refund of a Working Fund Contribution will be made on re-sale. Notwithstanding the foregoing, the Declarant may elect, in its sole discretion to waive the Working Fund Contribution on the initial sale of a Lot.

Section 2. Capital Contribution on Sale by Owner Other Than Declarant. At the time of a conveyance of a Lot pursuant to a sale by an Owner other than the Master Developer, Declarant or Builders, each purchaser shall pay to the Association the amount of \$200.00 as a Working Fund Contribution. The amount of the resale Working Fund Contribution shall be

subject to change from time to time by the Board of the Association. These monies shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary Association income and need not be separated from or held or applied differently than Assessments. No refund of a Working Fund Contribution will be made on re-sale.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below and the requirements of the Master Declaration, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the ACC of the Master Association and a majority of the Board of Directors of the Association. The terms, conditions, restrictions or requirements of the ACC shall prevail in the event of any conflicts between the ACC review and approval and the Association review and approval provided for herein. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. Notwithstanding any other provision in this Declaration, for so long as Declarant has the authority to appoint the entire Board of Directors, Declarant shall have the option to appoint a Board member or other individual (“**Declarant ARC Appointee**”) to receive, review and approve or disapprove applications for construction, alterations or additions contemplated by this Article IX, in lieu of the Board or a committee acting in that capacity. Any reference in this Section 1 to “Board” or “Board of Directors” shall instead mean the Declarant ARC Appointee where such appointment has been made. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval, The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications and approval of the ACC, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. During the period of time the Declarant appoints the majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed not

approved; however, once Owners other than the Declarant elect a majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant or Declarant ARC Appointee) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval or disapproval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association, Declarant ARC Appointee and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval or disapproval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval (**Applica t**) shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon

demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a *continuing lien* and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors or Declarant ARC Appointee may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority and obtaining approval for the ACC.

Section 6. Architectural Review Committee. The Board of Directors of the Association may assign all of its responsibilities under this Article IX to an Architectural Review Committee to be appointed by the Board of Directors of the Association (the "ARC").

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant. Notwithstanding anything to contrary, the Declarant shall have the right to approve any of the foregoing for any Builder in lieu of the Association. The Declarant's review and approval of any Builder plans shall be deemed approval of the ARC and the Association and such approval may not be revoked or modified and any modifications of such approved plans shall only require approval of the Declarant. The foregoing shall not act as an exemption to any requirements that apply to the Declarant under the Declaration.

ARTICLE X

USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used for any purpose other than for residential purposes. The occupancy of each Home shall be limited to the maximum number of persons allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the Home. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home, related appurtenances, and other structures originally constructed by the Declarant, a Builder and in accordance with ARC, ACC, Declarant ARC Appointee and/or Board approval.

Section 2. Temporary Structures No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the approval of the Board. No such structures shall at any time be used as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or Builders approved by Declarant.

Section 3. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community within the Plat, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. Animals. Subject to more restrictive provisions of the Master Declaration, no animals of any kind, including but not limited to livestock, swine, poultry, reptiles or insects, shall be kept, maintained, or bred on any Lot or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of four (4) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or four (4) domestic cats (hereinafter "Pets"), shall be permitted to be kept in a Home or Lot, provided such Pets are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, Pets permitted by this Section 4 may be kept on a Lot only so long as such Pets do not constitute a nuisance. The Board of Directors shall specifically have the power to require the removal and relocation of any unauthorized animal and any Pet that is a nuisance, or which has harmed, or which presents a threat of harm, to residents and others in the Community. Each person bringing or keeping an animal within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any animal brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after Pets which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Pets belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the Pet when outside the Home. No Pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. Outdoor kennels, cages and dog runs are not permitted on any Lot. The Association shall have the right to promulgate Rules and Regulations relating to Pets and animals and the right to restrict or require removal of any animals determined by the

Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all Pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the Pets owned and kept on the Lot, which insurance shall name the Association as an additional insured to the extent such endorsement is available. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request, not more than one time per calendar year. If such coverage is not provided as required herein, the Board of Directors shall have the right to require the animal to be removed from the Lot until the appropriate insurance is obtained. Notwithstanding anything to the contrary contained herein, all restrictions in this Section 4 are subject to the Americans with Disabilities Act and the Fair Housing Act.

Section 5. Signs. During the Development Period, no sign of any kind shall be displayed to the public view on any Lot, except one sign, subject to prior approval by the Board as to materials and aesthetic features, which sign is not larger than 24'' x 24'', placed in the ground on the front of the Lot advertising the property for sale or for rent. Once the Declarant, or successor Declarant, has conveyed all Lots it owns within the Property, then the size of the signs can be modified as authorized by the Board. The location of signs, as well as the color, materials, and other aesthetic features of such may be set forth in the ACC guidelines or Rules by the Board or ACC. A sign provided by a contractor for security services, to the extent permitted by the HOA Act, and signs used by the Declarant or Builders to advertise the Property during the Development Period, are specifically excluded from the terms of this Section.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. Storage of Property. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. Parking. Parking in the Community is limited to designated driveways, garages and Common Area parking spaces. There shall be no parking on the grass, the street, or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Parking on streets may be limited by the Association's Rules and Regulations. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except inside of the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a

Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant, Builders, or the Association which are necessary in the development, maintenance or management of the Association. The term “commercial vehicle” includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view except those of visiting contractors making repairs to a Lot or Home and this provision is specifically intended to preclude any Lot Owner from parking their personal commercial vehicle or that used for employment in public view. Automobiles issued by the County or other governmental entity (i.e., police cars), shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs) or mini motorcycles are permitted at any time on any paved surfaces of the roadways in the Community or on any sidewalk. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner’s expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow-vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner’s Lot and to the extent allowed by law, the roadways in the Community, which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. This section shall not apply to vehicles used by Declarant and/or Builders in connection with their development, construction, sales, and marketing activities in the Community.

Section 9. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association (or ARC if established) and/or the ACC. No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Driveways. No widening of a driveway shall be permitted without prior written Board, Declarant ARC Appointee or ARC approval, and approval shall not be given for an extension beyond the external side lines of the garage. Any driveway extension must match the current driveway surface. Driveway stains or surface coatings are not permitted unless such stains are clear. Owners may not change the driveway surface from that installed by the Builder of the Home. Replacement of a driveway must be of the same materials and style as originally installed by the Builder.

Section 12. Window Coverings. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the Board. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Board. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 13. Flags and Banners. No flags or banners other than a flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association, will be permitted. The foregoing sentence shall not apply to the Declarant.

Section 14. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Board of Directors (or ARC if established) and/or the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 15. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center,

childcare facility, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by Association. The foregoing shall not apply to any platted Lot which is designated for and zoned for commercial use or pertaining to circumstances regulated by applicable fair housing laws.

Section 16. Telecommunications Equipment. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the Board. The Board may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the ACC and the Board and shall be governed by the then current rules of the FCC.

Section 17. Fences. Subject to the provisions of the Master Documents regulating fences, if any, and architectural review provisions of this Declaration, all fences shall require approval prior to installation on a Lot. Retaining walls and perimeter fences within the Community that were originally installed by the Master Declarant, Declarant or Association shall be maintained by the Association for the benefit of all Owners. All other fences located on a Lot or approved fences installed by an Owner or Owners shall be maintained by the Owner or Owners of such benefited Lots at such Owner's or Owners' sole cost and expense. Fences shared by two or more Lots, shall be maintained, cleaned, repaired and replaced jointly by the Owners of the Lots upon which the fence is shared. In the event such Owner(s) fail to maintain, clean, repair or replace a fence for which they have responsibility, the Association shall have the right, but not the obligation, to enter upon the Lots and perform necessary maintenance, cleaning, repair or replacement of the fence, the expense of which shall be charged in equal shares to the benefitting Lot Owners as an Individual Assessment.

Section 18. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the Board. Accordion, panel and roll-up style hurricane shutters, if approved, may not be left closed during hurricane season. Any such approved hurricane shutters may be installed upon forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board or ARC may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than in relation to a storm event.

Section 19. Ponds. No Owner shall use any bodies of water located within the Community, if any, for recreational purposes, including boating, jet skiing, or any other types of water sports. Swimming in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the pond and lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies of water in the Community in promulgated Rules. BY ACCEPTANCE OF A DEED

TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ANY WATER BODIES IN THE COMMUNITY MAY VARY FROM TIME TO TIME. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, AREAS IN THE COMMUNITY WHICH ARE DESIGNED TO RETAIN WATER, MAY HAVE LITTLE TO NO WATER RETENTION AND WATER LEVELS MAY BE NON-EXISTENT.

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

ARTICLE XI

EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Maintenance. Easements for ingress and egress and for the performance of its maintenance responsibilities hereunder are reserved on and over each Lot in favor of the Association and its agents, contractors and service providers related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon an adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots.

Section 4. Drainage. Pursuant to the Master Documents and subject to amendment thereto, the CDD shall have the responsibility to maintain landscape buffers, easements and irrigation lines and facilities within the landscape and utility easements and all drainage easements, drainage facilities and drainage pipes and equipment within the designated easements in the Community. Notwithstanding the foregoing, Owners shall have the responsibility to maintain Drainage Swales and easements on their Lots. There shall be, and Declarant hereby grants reciprocal, perpetual non-exclusive easements between all adjacent Lots, as easements appurtenant to the Lots, for the natural run-off of rainwater, in accordance with any stormwater management plan which may be applicable to the development of the Tara Forest East, provided, however, that in no event shall any Owner of any Lot be required to allow stormwater drainage across its Lot in such a manner as shall damage any permanent improvements located thereon.

Section 5. Maintenance of Easement Areas. Within the easement areas hereby reserved, created, or shown on the Plat of Tara Forest East, or within any designated Master Association Common Area or property dedicated to or owned by the CDD or an MSTU/MSBU and containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Surface Water Management System facilities shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company. Each Lot Owner shall maintain any drainage easement located in the Lot in the manner required, if required, by the Master Association and/or the CDD.

Section 6. Right of Entry. The Master Association and/or the CDD, through their duly authorized employees, agents or contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance, replacement or repair of the Surface Water Management System, or any other items, as may be authorized herein or in the Master Declaration. In the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Master Association and/or CDD shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Master Association and/or CDD shall not be deemed to be a trespass upon such Lot.

Section 7. Declarant. An easement is reserved over each Lot, in favor of the Declarant for the purpose of carrying out any obligations of the Declarant under the terms of this Declaration or any governmental permit, order or applicable law in connection with the construction of Homes on Lots. The easements created by this section shall be broadly construed and supplement other rights of the Declarant herein, running with the land until such time as the Declarant no longer owns any Lots in the Community and all of the Declarant's obligations hereunder are satisfied.

ARTICLE XII

COVENANTS FOR HOME AND LAWN MAINTENANCE

Section 1. Maintenance of Homes. Each Lot Owner shall be responsible for maintaining, repairing, and replacing the Home and all other improvements situated on his Lot that are not to be maintained by the Association, in a clean, sanitary, neat, safe and orderly condition including the provision of pest control services. Further, the Lot Owner shall be responsible for maintenance, repair or replacement of fixtures and equipment related to such improvements, including, but not limited to any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. The Lot Owner shall obtain the written consent of the Association and the Master Association prior to making any modifications requiring architectural review approval. It will also be the duty of each

Lot Owner to maintain in good repair any driveway servicing a single Lot, If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. Unless otherwise provided, it shall be the duty of each Owner to perform regular and routine lawn maintenance as well as regularly cut the grass located on the Lot Owner's Lot at the Owners' expense. The Lot Owner shall promptly replace any grass that has died or otherwise requires replacement. In the event an Owner fails to adequately maintain the lawn, cut the grass on the Lot or replace dead grass, after reasonable notice and the opportunity to do the required maintenance, the Association shall have the right to enter upon the Lot and perform necessary lawn maintenance or cut the grass. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining and cutting the grass, if necessary, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot. The remedy provided hereunder is not exclusive. The Association may levy fines and or seek equitable and other relief in the courts as otherwise provided in this Declaration.

Section 3. Irrigation. The Association shall maintain the irrigation system for the Community Common Areas and within any landscape easements or buffers as a Common Expense. Unless otherwise provided, it shall be the duty of each Owner to maintain any irrigation line, sprinkler heads, timers or other equipment located on and servicing a Lot at the Owners' expense, it being hereby acknowledged that not all Lots within the Community may be serviced by Lot irrigation lines. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing the irrigation system, if applicable. No Lot Owner shall place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment of water charges, which may be billed by separate meter to each Owner or billed to the Association through a master meters and paid as a Common Expense. Further, each Lot Owner shall be responsible for any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer caused by the Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Each Owner acknowledges that due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Lot Owner's responsibility to treat and remove any such staining at the Lot Owner's expense. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot (excepting any portion within a dedicated landscape easement or buffer) and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot.

Section 4. Landscaping. Unless otherwise provided, the Association shall only be responsible for the maintenance of landscaping within any landscape easement or buffer originally installed to comply with governmental requirements by the Declarant or by the Association and on Common Areas. Such maintenance shall include routine trimming, weeding and pruning of the

landscaping. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining the landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation.

Each Owner shall be solely responsible for all maintenance and replacement of all landscaping installed on the Lot, unless such landscaping is part of an easement or buffer and therefore required to be maintained by the Association by a governmental agency. Owner shall perform routine trimming, weeding and pruning of landscaping on the Lot and shall replace any dead or dying landscaping promptly. Any Owner violating the restrictions of this Section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work as an Individual Assessment.

Section 5. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured.

Section 6. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes to be painted every five to seven years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a contract for painting or pressuring washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Lot Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

ARTICLE XIII

COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional

First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon written request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

ARTICLE XIV

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and reviewed by the Association prior to the effective date of the lease. The lease shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and applicable rules and regulations, if any. The Owner or lessee requesting the review shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or the maximum amount permitted by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease and examining records. No lease shall be for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior written review of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may require that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with Federal Law and applicable local codes regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not

enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

ARTICLE XV

WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water and Stormwater Management System. The Association is intended to exist in perpetuity; however, should the Association cease to exist, property containing the Surface Water and Stormwater Management System and any other water management portions of Common Area shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, incorporated herein, and be approved by the WMD prior to such termination, dissolution, or liquidation.

Section 2. Amendments Pertaining to Surface Water Management System. Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the CDD or the Master Association, or its agents, to maintain, or cause to be maintained, the Surface Water Management System must be approved by the CDD and WMD for a determination of whether the amendment necessitates a modification of the surface water management permit. The amendment may not be finalized until any necessary permit modification is approved.

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the CDD and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the surface water management system, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted without the consent of the CDD or WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the CDD, the Master Association or the WMD, or any appropriate governmental agency that may require access. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the CDD and WMD. No Owner may construct or maintain any building, residence, or structure,

or undertake or perform any activity in the wetlands, wetlands buffers and upland preservation areas, wetland mitigation areas, and drainage easements described in the Permit or Plat, unless prior approval is received from the Association, the Mater Association and WMD. If such actions are permitted by the CDD and WMD, the Declarant, or the Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited.

Section 4. Drainage Swales. A drainage swale may be constructed upon each Lot for the purpose of managing and containing the flow of surface water if any, found upon such lot from time to time (“Drainage Swale”). Each lot owner shall be responsible for the maintenance, operation and repair of any Drainage Swale on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the Drainage Swales to provide drainage, direct water flow, water storage, conveyance or other stormwater management capabilities as permitted by the WMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the Drainage Swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human- induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located. In the event a Lot Owner fails to maintain or repair the Drainage Swale on the Owner’s Lot in accordance with this Section 4, the Association, upon reasonable advance notice and opportunity to cure, may, through its employees, agents, or contractors, enter upon the Lot and perform such maintenance and repairs at the Owner’s sole expense. All such costs shall be deemed an Individual Assessment on such Lot. The remedy provided hereunder is not exclusive. The Association may levy fines and or seek equitable and other relief in the courts as otherwise provided in this Declaration

Section 5. Wetland Areas. The Plat or an amended Plat may contain wetlands, wetlands buffers and upland preservation areas which are regulated in accordance with Section 706 of the Alachua County Land Development Code. Unless permitted by the Land Development Code, the following acts are expressly prohibited within wetlands and wetland buffer areas, if any, without prior written consent of Alachua County: (1) “Development”, as defined by the Land Development Code, (2) construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground, (3) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or authorizations, (4) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials (5) removal, mowing or trimming of trees, shrubs or other vegetation, (6) application of herbicides, pesticides, or fertilizers, (7) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, (8) surface use except for purposes that permit the land or water areas to remain in its natural condition, (9) planting of vegetative material that is not native to the Southwest region of Florida, (10) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and (11) acts or uses detrimental to such retention of land or water areas. If wetland mitigation monitoring is required by the Permit and if the Association is responsible thereunder to carry out such obligation, the rules and regulations of the Association shall state that it will be the Association’s responsibility

to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring.

Section 6. Littoral Areas. The ponds and wetlands within Tara Forest East may contain littoral areas which are required by State regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the WMD. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp.

Section 7. Rights of Enforcement. The WMD, the CDD, the Master Association, the Association, the Declarant and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Management System. Notwithstanding the foregoing, the WMD has the right to take enforcement action, including a civil action for injunction and penalties, against the CDD and/or the Mater Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or the mitigation or conservation areas under the responsibility or control of the CDD the Mater Association.

ARTICLE XVI

INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable Common Area. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried by the Association shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Board of Directors has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Area owned and maintained by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risk as from time to time are customarily covered with respect to the Common Area similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) General Liability Insurance. If the policy does not include “severability of interest” in its terms, a specific endorsement must be obtained to preclude the insurer’s denial of an Owner’s claim because of negligent acts of the Association or of other Owners.

(e) Workmen’s Compensation Insurance. The Association shall obtain workmen’s compensation insurance in order to meet the requirements of law, as necessary.

(f) Directors and Officers Liability Insurance. The Association shall obtain directors’ and officers’ liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(g) Fidelity Bond/Theft Insurance. The Association shall obtain insurance or a fidelity bond for all persons who control or disburse funds of the Association, with coverage in the amount of the maximum funds that will be in the custody of the association or its management at any one time.

(h) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association’s Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions

and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any Lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of not less than thirty (30) years from the date this Declaration is recorded, after which time said covenants, as amended from time to time, shall be automatically extended for successive ten year periods or as otherwise provided in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. In the event the Association ceases to operate and exist, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association and all Common Area and for the corresponding infrastructure to be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners, subject to the terms and conditions herein. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of Alachua County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of the voting interests present in person or by proxy at a duly noticed meeting of the Lot Owners for the purpose of voting on such amendment. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting

any aspect of the Surface Water Management System must receive prior written approval of the WMD and the CDD.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or Tenant, as applicable, for failure of an Owner or Tenant, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or Tenant, as applicable, of the alleged infraction or infractions. Included in the notice shall be the date and time of a meeting of a committee of the Association seated for the purpose of hearing such violation matters, at which time the Owner may present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner or Tenant, as applicable, by not later than fifteen (15) days after the committee's meeting.

(c) Amounts: The Board of Directors (if the committee's findings are made against the Owner or Tenant) may impose fines against the Lot Owner or Tenant as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties, or within such additional time as determined by the Board.

(e) Collection. In addition to a suit for damages for which the prevailing party will be entitled to attorney's fees and costs, a lien on the Lot for a fine or fines totaling at least \$1,000.00 may be recorded and foreclosed, if not timely paid, following notice in accordance with Section 720.3085, Florida Statutes.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the

offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorney's fees incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and together with the Master Documents, the rights, duties and responsibilities of the Owners of Lots and their family members occupying the Homes, Tenants, guests and invitees.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions may require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must allow for the termination by either party without cause, but in such event, may provide for and payment of a termination fee on sixty (60) days or less written notice.

Section 11. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, the Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant and harmless therefrom.

Section 12. Security. The Association may, but shall not be obligated to, maintain or support certain activities within Tara Forest East designed to make the Property safer than it otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Community, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of their Homes that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Property assumes all risks of personal injury and loss or damage to property, including Homes and the contents of Homes, resulting from acts of third parties.

Section 13. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot, unless otherwise required by the HOA Act. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time. Notices may alternatively be transmitted to owners electronically for those Owners who provide written notice to the Association of such election, in accordance with the HOA Act.

Section 14. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 15. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 16. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY, SUBJECT TO OBLIGATIONS AND RIGHTS SET FORTH IN THE MASTER DECLARATION, ENTER TO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 17. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, TENANT, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, TENANTS, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE

ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH TENANT OR OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT, AND THEIR AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 18. Tara Forest Master Association, Inc. By acceptance of title to a Lot in the Community, each Owner shall automatically become a member of the Tara Forest Master Association, Inc., which is the master homeowners' association for Tara Forest. All Lots in the Community are encumbered by the Master Declaration for Tara Forest, as amended from time to time (the "Master Declaration"). The rights and responsibilities of membership, including the rights to use certain facilities and the duty to pay assessments and other charges. The Master Association has lien rights affecting the Lots in accordance with the Master Declaration.

Section 19. Community Development District. Each Owner is hereby advised that the Community and the Lots are within the Tara Forest Community Development District ("CDD"). THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE LOTS. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Section 20. CONSTRUCTION ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE

OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 21. Notices and Disclaimers as to Water Bodies and Wildlife. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY

NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN TARA FOREST NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

Section 22. Recreational Facilities.

(a) General Restrictions. Each Owner, its guests, invitees, Tenants, and other persons entitled to use the recreational facilities and other Common Areas within the Community (“**Facility Users**”) shall comply with following general restrictions:

(1) Minors. Minors are permitted to use the recreational facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable safety regulations and restrictions from time to time governing minors’ use of the recreational facilities.

(2) Responsibility for Personal Property and Persons. Each Facility User assumes sole responsibility for the health, safety and welfare of Facility User, and the personal property of all of the foregoing, and each Facility User shall not allow any damage the recreational facilities or other Common Area, or interfere with the rights of others hereunder. Neither Declarant, nor a designated Operator, nor Builders, nor the Association, nor the Master Association, nor the CDD shall be responsible for any loss or damage to any private property used, placed or stored on the recreational facilities. Further, any person entering the recreational facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the recreational facilities.

(3) Activities. Any Owner, Tenant, guest, invitee or other person who, in any manner, makes use of the recreational facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the recreational facilities, shall do so at their own risk. Every Facility User shall be liable for any property damage and/or personal injury at the recreational facilities, caused by such Facility User.

(b) Indemnification. By the use of the Recreational Facilities and other Common Areas, each Facility User agrees to indemnify and hold harmless the Declarant, Operator, Builders and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, “**I dem ified Parties**”) against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, “**Losses**”) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the recreational facilities or other Common Areas by such Facility User and/or from any act or omission of the any of the

Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

IN WITNESS WHEREOF, Tara Forest, LLC, a Florida limited liability company, has executed this Declaration, this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

TARA FOREST, LLC, a Florida limited
liability company

Name: _____

By: _____

Its:

Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization** this ____ day of _____, 2021, by _____, _____ on behalf of said company, who is ☐ personally known to me or ☐ produced the following identification _____.

Notary Signature

(NOTARY SEAL)

Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida at Large
My Commission Expires: _____

JOINER

Tara Forest East Homeowners Association, Inc., a Florida corporation not-for-profit, whose mailing address is 7717 NW 20th Lane, Gainesville, FL 32605, hereby approves and joins in the Declaration of Covenants, Restrictions, Conditions and Easements of Tara Forest East and the Exhibits attached thereto and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

I **Witness Whereof**, Tara Forest East Homeowners Association, Inc., has executed this Joinder on this _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

Tara Forest East Homeowners Association,
Inc, a Florida corporation not-for-profit

Name: _____

By: _____
Name: Sayed Moukhtara, as President

Name: _____

(Corporate Seal)

STATE OF FLORIDA)
)
) :SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by mea s of** ☐ **physical prese ce**
or ☐ **o li e otarizatio** this ____ day of _____, 2021, by Sayed Moukhtara, as President
of Tara Forest East Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf
of said Corporation, who is ☐ personally known to me or ☐ produced the following identification
_____.

Notary Signature

(NOTARY SEAL)

Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida at Large
My Commission Expires:

JOINER

Tara Forest Master Association, Inc., a Florida corporation not-for-profit, whose mailing address is 7717 NW 20th Lane, Gainesville, FL 32605, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Tara Forest East and the Exhibits attached thereto.

I Witness Whereof, Tara Forest Master Association, Inc., has executed this Joinder on this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

Tara Forest Master Association, Inc., a
Florida corporation not-for-profit

Name: _____

By: _____
_____, President

Name: _____

(Corporate Seal)

STATE OF FLORIDA)
)
) :SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization** this ____ day of _____, 2021, by _____, as President of Tara Forest Master Association, Inc., a Florida corporation not-for-profit, on behalf of said Corporation, who is ☐ personally known to me or ☐ produced the following identification _____.

Notary Signature

(NOTARY SEAL)

Notary Name [Printed/Typed/Handwritten]

Notary Public, State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT “B”
ARTICLES

EXHIBIT “C”
BYLAWS



THE GOOD LIFE COMMUNITY

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): _____ Title: _____

Company (if applicable): _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ FA: _____ e-mail: _____

3. If the applicant is agent for the property owner ☐

Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

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

B. PROJECT

1. Project Name: _____

2. Address of Subject Property: _____

3. Parcel ID Number(s): _____

4. Section _____ Township _____ Range _____ Grant _____ Acreage: _____

5. Existing Use of Property: _____

6. Future Land Use Map Designation: _____

7. Zoning Designation: _____

8. Development Data (check all that apply):

☐ Single Family Residential

Number of Units _____

☐ 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/

Elementary: _____

Middle: _____

High: _____

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

Revised April 30, 2014

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	_____	units	x	_____	Elementary School Multiplier <input type="checkbox"/>	_____	Student Stations <input type="checkbox"/>
Middle School	_____	units	x	_____	Middle School Multiplier <input type="checkbox"/>	_____	Student Stations <input type="checkbox"/>
High School	_____	units	x	_____	High School Multiplier <input type="checkbox"/>	_____	Student Stations <input type="checkbox"/>

Student Generation Calculations: Multi-Family Residential Development

Elementary School	_____	units	x	_____	Elementary School Multiplier <input type="checkbox"/>	_____	Student Stations <input type="checkbox"/>
Middle School	_____	units	x	_____	Middle School Multiplier <input type="checkbox"/>	_____	Student Stations <input type="checkbox"/>
High School	_____	units	x	_____	High School Multiplier <input type="checkbox"/>	_____	Student Stations <input type="checkbox"/>

* Student generation multipliers may be obtained from SBAC at:

http://www.sbac.edu/pages/ACPS/Departments_Programs/DepartmentsAF/D_thru_F/FacilitiesMainConstr/Local_Certification_Packages/City_of_Alachua

** Round to the nearest whole number

E EMPT 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

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20____, by _____

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

NOTARY SEAL

Signature of Notary Public, State of _____

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 1423

Date: _____

Prepared by and return to:

Crystal L. Curran
Alachua Title Services, LLC
16407 Northwest 174th Drive Suite C
Alachua, FL 32615
(386) 418-8183
File No 2018-205
Parcel Identification No 03067-000-000

3/18/2019 11:55 AM
BOOK 4670 PAGE 200
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt# 879727
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$10,283.00
Intang. Tax: \$0.00

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 18th day of March, 2019 between **Wallace R. Cain and Mary H. Cain, husband and wife**, whose post office address is **P.O. Box 100, Alachua, FL 32616**, of the County of Alachua, State of Florida, Grantors, to **Tara Forest, LLC, a Florida Limited Liability Company**, whose post office address is **7717 NW 20th Ln, Gainesville, FL 32605**, of the County of Alachua, State of Florida, Grantee:

Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Alachua, Florida, to-wit:

Property 1:

PARCEL 1 (For Informational Purposes Only Parcel 1 is currently tax parcel 03067-000-000):

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN S.00°04'23"W., ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 10, A DISTANCE OF 2703.44 FEET TO A CONCRETE MONUMENT AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE S.00°04'23"W., ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 10, A DISTANCE OF 353.78 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING LOCATED 2360.55 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 10, SAID CONCRETE MONUMENT BEING DESIGNATED AS POINT "A" TO BE REFERRED TO LATER; THENCE RETURN TO THE TRUE POINT OF BEGINNING AND RUN N.88°15'52"E., A DISTANCE OF 1326.11 FEET TO A CONCRETE MONUMENT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10; THENCE RUN S.00°04'13"W., ALONG SAID WEST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 407.10 FEET TO A CONCRETE MONUMENT, SAID CONCRETE MONUMENT LOCATED 2113.49 FEET NORTH OF THE NORTHWEST CORNER OF LOT 10 OF HITCHCOCK'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "F", PAGE 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN N.89°25'53"W., A DISTANCE OF 1325.52 FEET TO THE AFOREMENTIONED POINT "A" AND TO CLOSE.

Property 2:

PARCEL 2 (For Informational Purposes Only Parcel 2 is currently tax parcel 03067-005-000):

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF BEGINNING AND RUN NORTH 88°15'52" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 1324.84 FEET TO A STEEL ROD AND CAP (LB (12903) AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE RUN SOUTH 00°04'49" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 677.41 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 88°18'13" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1273.16 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (100 FOOT RIGHT OF WAY); THENCE RUN SOUTH 00°11'02" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 678.06 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE

Warranty Deed

NORTHEAST 1/4; THENCE RUN SOUTH 88°19'11" WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 1271.89 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°02'40" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4, A DISTANCE OF 669.07 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF ALACHUA REALTY COMPANY ADDITION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°04'13" WEST, ALONG THE WEST LINE OF SAID ALACHUA REALTY COMPANY ADDITION, A DISTANCE OF 679.26 FEET TO A CONCRETE MONUMENT (LS#3456); THENCE RUN SOUTH 88°15'52" WEST, A DISTANCE OF 1326.11 FEET TO A CONCRETE MONUMENT (LS#3456) ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 10; THENCE RUN NORTH 00°04'23" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2703.44 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (03067-005-001):

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, FOR A POINT OF REFERENCE AND RUN NORTH 88°15'52" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 629.85 FEET; THENCE RUN SOUTH 01°44'08" EAST, A DISTANCE OF 1269.47 FEET TO A STEEL ROD AND CAP (LB #2903) AND THE TRUE POINT OF BEGINNING; THENCE RUN SOUTH 86°55'51" EAST, A DISTANCE OF 275.50 FEET TO A STEEL ROD AND CAP (LB #2903); THENCE RUN SOUTH 03°04'09" WEST, A DISTANCE OF 316.23 FEET TO A STEEL ROD AND CAP (LB # 2903); THENCE RUN NORTH 86°55'51" WEST, A DISTANCE OF 275.50 FEET TO A STEEL ROD AND CAP (LB #2903); THENCE RUN NORTH 03°04'09" EAST, A DISTANCE OF 316.23 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, AND EGRESS OVER AND ACROSS A 60 FOOT WIDE STRIP OF LAND, SAID STRIP OF LAND BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE AFOREMENTIONED TRUE POINT OF BEGINNING AND RUN SOUTH 86°55'51" EAST, ALONG THE NORTH LINE OF THE BEFORE DESCRIBED TRACT OF LAND, A DISTANCE OF 175.50 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE (EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO BEGIN ON SAID NORTH LINE); THENCE RUN NORTH 59°26'48" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 556.89 FEET TO THE WEST LINE OF THE S 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE AFOREMENTIONED SECTION 10; THENCE RUN NORTH 88°18'42" EAST, A DISTANCE OF 1272.53 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 241 (100 FOOT RIGHT-OF-WAY) AND THE TERMINUS OF SAID CENTERLINE (EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID RIGHT-OF WAY LINE).

Property 3:

PARCEL 3 (For Informational Purposes Only Parcel 3 is currently tax parcel 03067-005-001):

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, FOR A POINT OF REFERENCE AND RUN NORTH 88°15'52" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 629.85 FEET; THENCE RUN SOUTH 01°44'08" EAST, A DISTANCE OF 1269.47 FEET TO A STEEL ROD AND CAP (LB #2903) AND THE TRUE POINT OF BEGINNING; THENCE RUN SOUTH 86°55'51" EAST, A DISTANCE OF 275.50 FEET TO A STEEL ROD AND CAP (LB #2903); THENCE RUN SOUTH 03°04'09" WEST, A DISTANCE OF 316.23 FEET TO A STEEL ROD AND CAP (LB # 2903); THENCE RUN NORTH 86°55'51" WEST, A DISTANCE OF 275.50 FEET TO A STEEL ROD AND CAP (LB #2903); THENCE RUN NORTH 03°04'09" EAST, A DISTANCE OF 316.23 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, AND EGRESS OVER AND ACROSS A 60 FOOT WIDE STRIP OF LAND, SAID STRIP OF LAND BEING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE AFOREMENTIONED TRUE POINT OF BEGINNING AND RUN SOUTH 86°55'51" EAST, ALONG THE NORTH LINE OF THE BEFORE DESCRIBED TRACT OF LAND, A DISTANCE OF 175.50 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE (EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO BEGIN ON SAID NORTH LINE); THENCE RUN NORTH 59°26'48" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 556.89 FEET TO THE WEST LINE OF THE S 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE AFOREMENTIONED SECTION 10; THENCE RUN NORTH 88°18'42" EAST, A DISTANCE OF 1272.53 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 241 (100 FOOT RIGHT-OF-WAY) AND THE TERMINUS OF SAID CENTERLINE (EASEMENT LINES WILL BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID RIGHT-OF WAY LINE).

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

Subject to taxes for 2019 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and

Warranty Deed

limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Crystal L. Curran
WITNESS
Crystal L. Curran
WITNESS

Wallace R. Cain
Wallace R. Cain

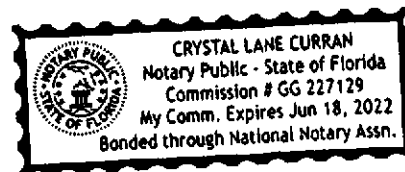
Kyle Polansky
WITNESS
Kyle Polansky
WITNESS

Mary H. Cain
Mary H. Cain

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18th day of March, 2019, by Wallace R. Cain and Mary H. Cain.

Crystal L. Curran
Signature of Notary Public
Print, Type/Stamp Name of Notary



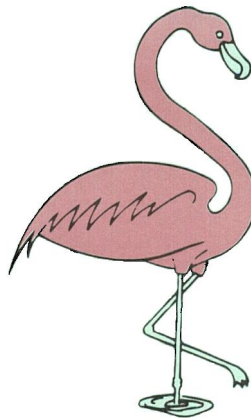
Personally Known: _____ OR Produced Identification: ☒
Type of Identification: *MS*
Produced: _____

Warranty Deed

TARA FOREST EAST SUBDIVISION TRAFFIC STUDY

ALACHUA COUNTY, FLORIDA

December 2019



BUCKHOLZ TRAFFIC



BUCKHOLZ TRAFFIC
3585 KORI ROAD
JACKSONVILLE, FLORIDA 32257
(904) 886-2171 jwbuckholz@aol.com

December 13, 2019

Mr. Christopher A. Gmuer, P.E.
Gmuer Engineering
2603 NW 13th Street
Gainesville, Florida 32609

Re: Updated Tara Forest East Traffic Study

Dear Mr. Gmuer:

Attached is the updated traffic study. If there are any questions or comments regarding this study, please contact me.

Sincerely,

Jeffrey W. Buckholz, P.E., PTOE
Principal

This item has been digitally signed and sealed by Jeffrey W. Buckholz, P.E. on 12/13/19. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

INTRODUCTION

The proposed Tara Forest East residential development will contain 340 single family homes and 211 townhomes and will be located on the west side of CR 241 approximately $\frac{3}{4}$ of a mile north of SR 235 in northern Alachua County, Florida. The development will have access to both CR 241 and NW 147th Drive. CR 241 in the vicinity of the site is a two-lane undivided rural major collector with a posted speed limit of 55 mph. NW 147th Drive is a two-lane undivided local road with a posted speed limit of 20 mph. It intersects US 441 approximately $\frac{1}{2}$ mile to the south at an existing signalized intersection.

Figure 1 shows the site location and surrounding road network while Appendix A contains the proposed site plan. The development is expected to be complete by the end of 2028 with 100 units completed by the end of 2020; 200 units completed by the end of 2022; and 280 units completed by the end of 2024. The full build out year of 2028 was chosen as the design year for this study.

EXISTING TRAFFIC VOLUMES

Manual turning movement counts (see Appendix B) were conducted by Buckholz Traffic personnel in 2018 at the intersection of CR 241 with NW 172nd Avenue and NW 174th Avenue. The counts were conducted during weekday peak periods (6:30-8:30 AM and 3:45-5:45 PM). The data was collected at 15-minute intervals and includes a separate tabulation for trucks. Figure 2 provides a visual summary of existing weekday peak hour traffic counts at these two intersections. Figure 3 provides a similar visual summary for weekday peak period traffic flows. Also shown in Figure 3 are the directional percentages for the residential traffic currently using CR 241; a good indicator of the expected trip distribution for site traffic using the CR 241 driveway.

In addition, manual turning movement counts were conducted by Buckholz Traffic personnel in 2019 at the US 441/NW 147th Drive intersection and at the US 441/CR 235 (NW 140th Street) intersection. The counts were conducted during weekday peak periods. The data was collected at 15-minute intervals and includes a separate tabulation for trucks. Figure 4 provides a visual summary of existing weekday peak hour traffic counts at these intersections. Figure 5 provides a similar visual summary for weekday peak period traffic flows at the US 441/NW 147th Drive intersection. Also shown in Figure 5 are directional percentages derived from the traffic counts. These percentages are a good indicator of the expected trip distribution for site traffic using NW 147th Drive.

Appendix C provides daily traffic volumes from the FDOT annual traffic counting program for CR 241 and US 441. The current Average Daily Traffic (ADT) on the portion of CR 241 in the vicinity of the site is about 3000 vehicles per day and the current ADT on US 441 near NW 147th Drive is 24,000 vehicles per day.

BUCKHOLZ TRAFFIC

TRIP GENERATION

Trip generation calculations were carried out using the 10th edition of ITE's Trip Generation Manual and referencing land use codes 210 (Single Family Housing) and 220 (Multi-Family Low Rise). Tables 1 and 2 contain the daily, AM peak hour, and PM peak hour trip generation calculations for the development. During an average weekday the development is expected to generate 4760 trips (2380 entering and 2380 exiting) with 343 trips (83 entering and 260 exiting) occurring during the AM peak hour and 444 trips (279 entering and 165 exiting) occurring during the PM peak hour. All of these trips will be new trips.

SITE TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

Peak hour site trips were directionally distributed based on percentages derived from Figures 3 and 5. The resulting weekday peak hour traffic assignments for the development are provided in Figure 6. The values contained in this figure were obtained by multiplying the trip generation results by the trip distribution percentages. Based on the arrangement of dwelling units within the site, it is estimated that 60% of site trips will use NW 147th Drive and 40% will use the CR 241 entrance.

2028 BUILD TRAFFIC VOLUMES

The expected weekday AM peak hour and PM peak hour background (No Build) traffic volumes and total (Build) traffic volumes at the CR 241/NW 172nd Avenue intersection and the CR 241/NW 174th Avenue intersection are graphically depicted in Figures 7 and 8. The 2028 background traffic volumes were obtained by multiplying the existing traffic volumes by the appropriate FDOT seasonal adjustment factor (0.99) and then by a corresponding annual growth factor obtained from nearby FDOT traffic counts on CR 241 (see Appendix C). The FDOT counts suggest that, since 2014, traffic volumes have actually been trending downward along CR 241. Consequently, a 0% annual growth rate was used in the analysis. The 2028 Build traffic volumes were then obtained by adding the traffic generated by the new development to the 2028 background traffic volumes.

The expected weekday AM peak hour and PM peak hour background (No Build) traffic volumes and total (Build) traffic volumes at the US 441/NW 147th Drive intersection and the US 441/CR 235 intersection are graphically depicted in Figures 9 through 12. The 2028 background traffic volumes were obtained by multiplying the existing traffic volumes by the appropriate FDOT seasonal adjustment factor and then by a corresponding annual growth rate (5.0%) obtained from nearby FDOT traffic counts on US 441 (see Appendix C). The 2028 Build traffic volumes were then obtained by adding the traffic generated by the new development to the 2028 background traffic volumes.

BUCKHOLZ TRAFFIC

TURN LANE ANALYSIS

A formal analysis was conducted to determine if an exclusive right turn lane is warranted on CR 241 at the Site Drive. The methodology contained in NCHRP Report #279 was used to conduct the right turn lane analysis. As indicated in Figure 13, right turn volumes into the Site Drive will not be high enough during weekday peak hours to warrant an exclusive right turn lane on CR 241 under 2028 Build conditions. The right turn lane warrants contained in NCHRP Report #420 support this conclusion.

Using the 2028 Build traffic volumes, a formal analysis was also made to determine if an exclusive left turn lane is warranted on CR 241 at the Site Drive. The methodology contained in a paper written by M.D. Harmelink entitled: "Volume Warrants for Left Turn Storage Lanes at Unsignalized Grade Intersections" was used to conduct this evaluation. The results indicate that traffic volumes on CR 241 will not be high enough during the weekday PM peak hour to warrant a left turn lane at the site drive. The supporting analysis is provided in Figure 14.

UNSIGNALIZED INTERSECTION CAPACITY ANALYSIS

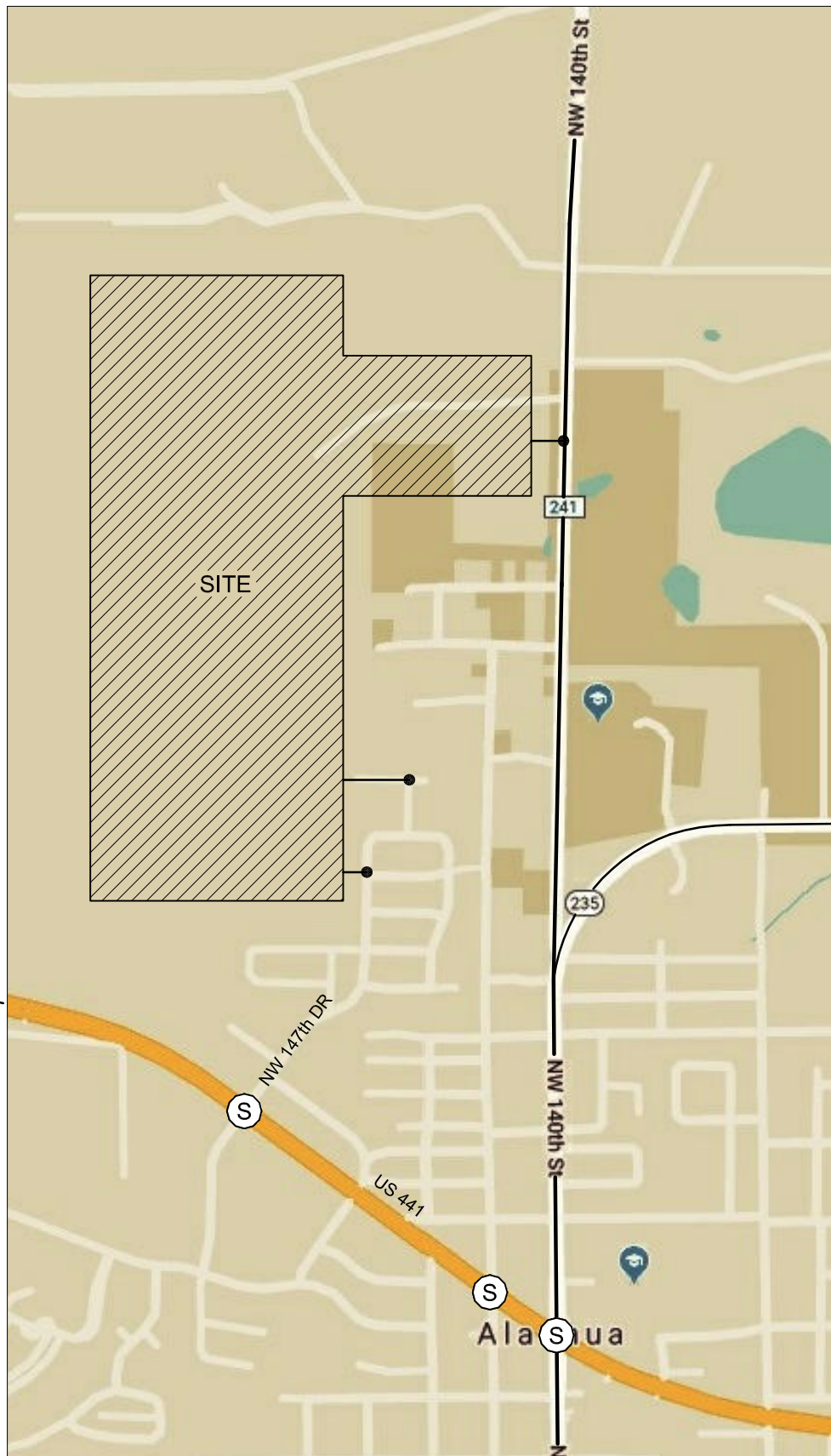
The unsignalized CR 241/Site Drive intersection, the unsignalized CR 241/NW 172nd Avenue intersection, and the unsignalized CR 241/NW 174th Avenue intersection were analyzed using the two-way stop control methodology contained in Chapter 19 of the Sixth Edition of the Highway Capacity Manual. Tables 3 and 4 contain the capacity analysis results with the supporting calculations provided in Appendix D. Under 2028 Build conditions all minor movements and each of these intersections are expected to operate at level of service B or better with minimal queuing and a volume-to-capacity ratio of well less than one.

SIGNALIZED INTERSECTION CAPACITY ANALYSIS

The signalized US 441/NW 147th Drive intersection and the US 441/CR 235 intersection were analyzed using the operational methodology contained in Chapter 19 of the Sixth Edition of the Highway Capacity Manual. Current signal timings were used for the existing (2019) analysis and consultant timings were used for the 2028 BUILD analysis. All timings are provided in Appendix E. Tables 5 and 6 contain the capacity analysis results with the supporting calculations provided in Appendix F. Under 2028 Build conditions with optimized splits, the US 441/NW 147th Drive intersection is expected to operate at LOS C during the weekday AM peak hour and LOS E during the weekday PM peak hour.

The US 441/CR 235 intersection is expected to operate at LOS F during both weekday peak hours with extensive queuing and delay. However, only 9% of expected entering peak hour traffic at this intersection in 2028 is attributable to the new development.

BUCKHOLZ TRAFFIC



(S) = TRAFFIC SIGNAL

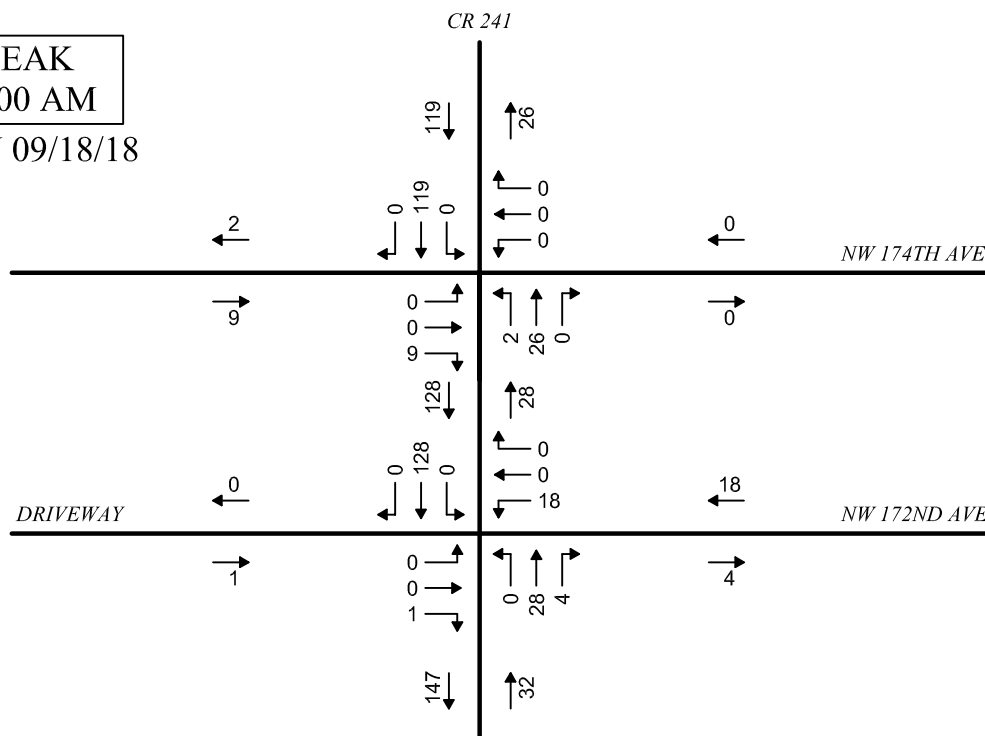
Buckholz Traffic

FIGURE 1

SITE LOCATION



AM PEAK
7:00-8:00 AM
TUESDAY 09/18/18



PM PEAK
4:45-5:45 PM
MONDAY 09/17/18

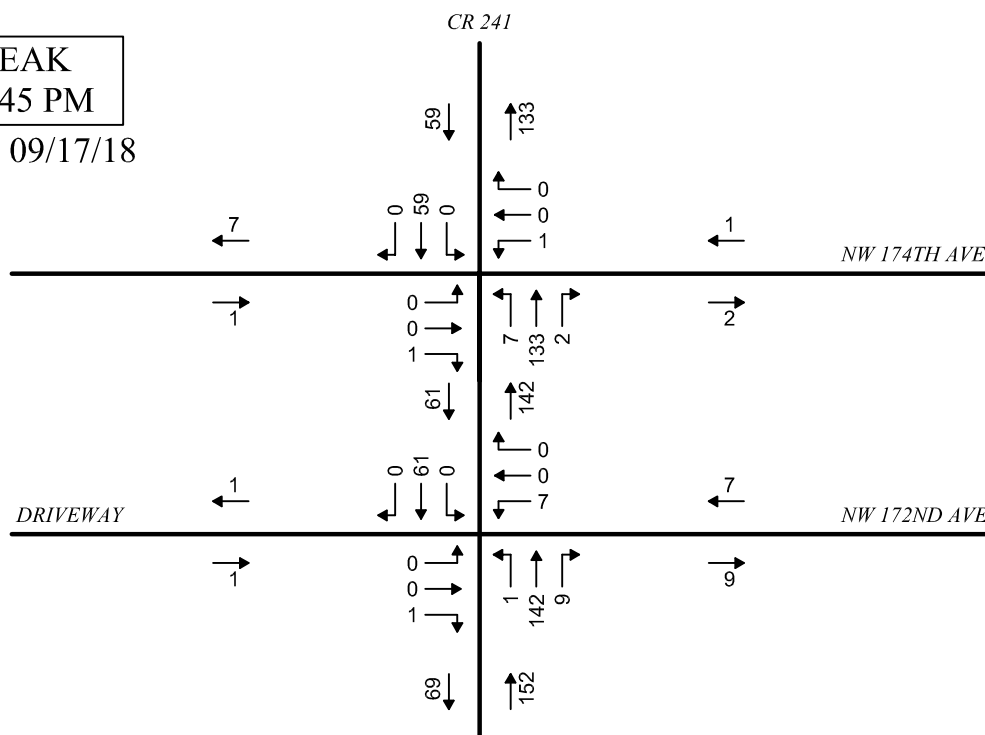


FIGURE 2

CR 241 TRAFFIC COUNTS

WEEKDAY PEAK HOURS



Buckholz Traffic

Diagram illustrating the traffic flow and volume data for CR 241, showing the intersection with NW 174th Ave. and NW 172nd Ave. The diagram includes a north arrow, a scale bar, and a legend for traffic flow directions.

Legend:

- Circle with number: Traffic flow in the direction of the arrow.
- Square with number: Traffic flow in the opposite direction.

Intersection Data:

CR 241 (Northbound):

- Approach from NW 174th Ave.: 54 (Northbound), 0 (Southbound), 1 (Eastbound), 0 (Westbound).
- Approach from NW 172nd Ave.: 55 (Northbound), 0 (Southbound), 22 (Eastbound), 0 (Westbound).

CR 241 (Southbound):

- Approach from NW 174th Ave.: 221 (Southbound), 0 (Northbound), 0 (Eastbound), 0 (Westbound).
- Approach from NW 172nd Ave.: 237 (Southbound), 0 (Northbound), 0 (Eastbound), 0 (Westbound).

Intersection with NW 174th Ave.:

- Approach from NW 174th Ave. (Left): 16 (Left), 0 (Right).
- Approach from NW 174th Ave. (Right): 0 (Left), 0 (Right).

Intersection with NW 172nd Ave.:

- Approach from NW 172nd Ave. (Left): 0 (Left), 1 (Right).
- Approach from NW 172nd Ave. (Right): 4 (Left), 4 (Right).

Driveway:

- Approach from Driveway: 0 (Left), 1 (Right).

Scale:

- 1" = 100'

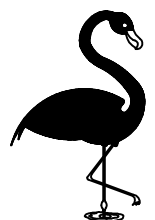
North Arrow:

Diagram showing the intersection of CR 241 and NW 174th Ave. and NW 172nd Ave. The diagram includes a north arrow, a scale bar, and a legend for traffic flow directions.

The diagram illustrates a four-way intersection with the following details:

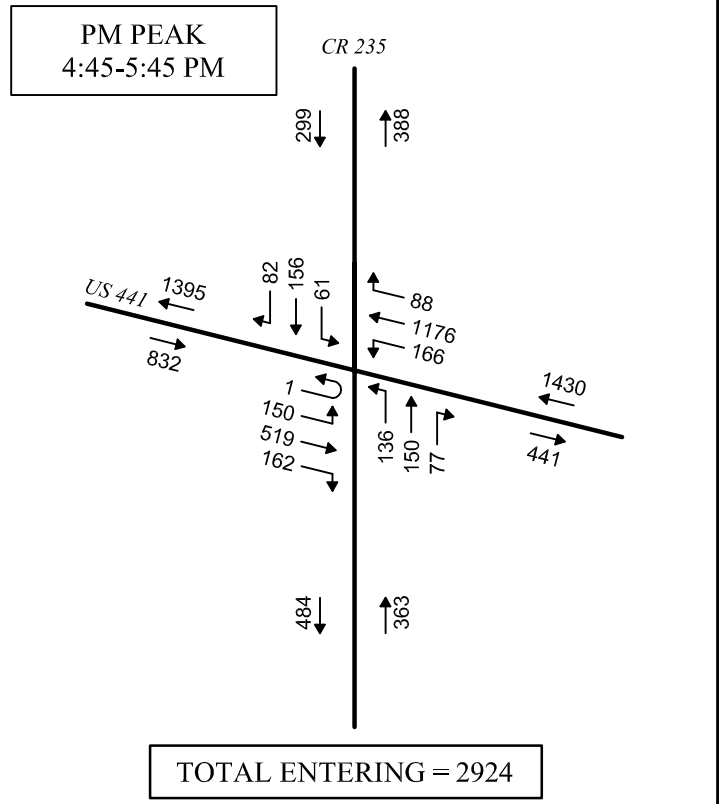
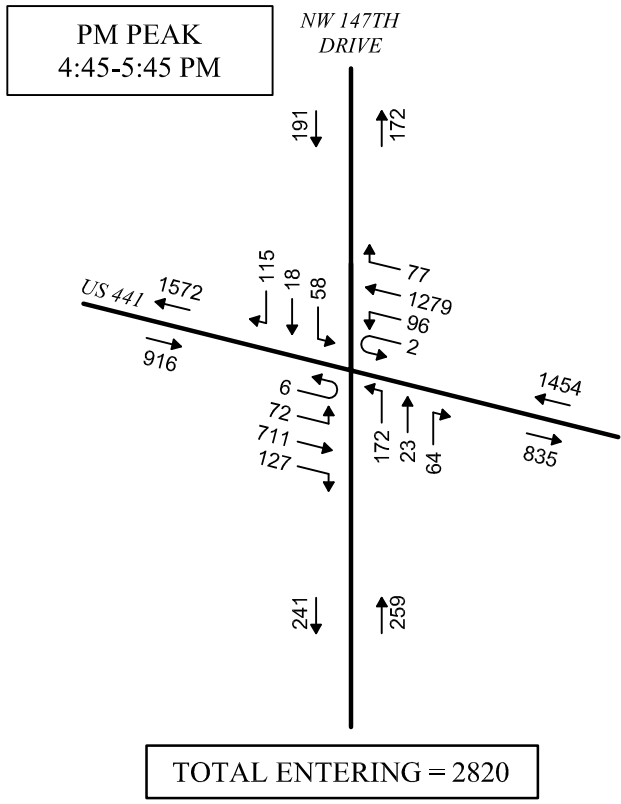
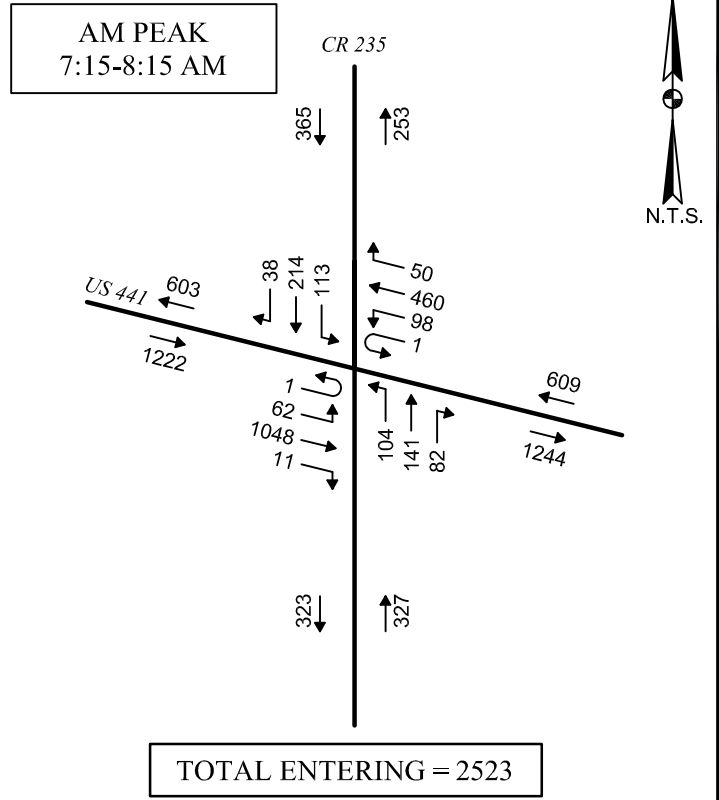
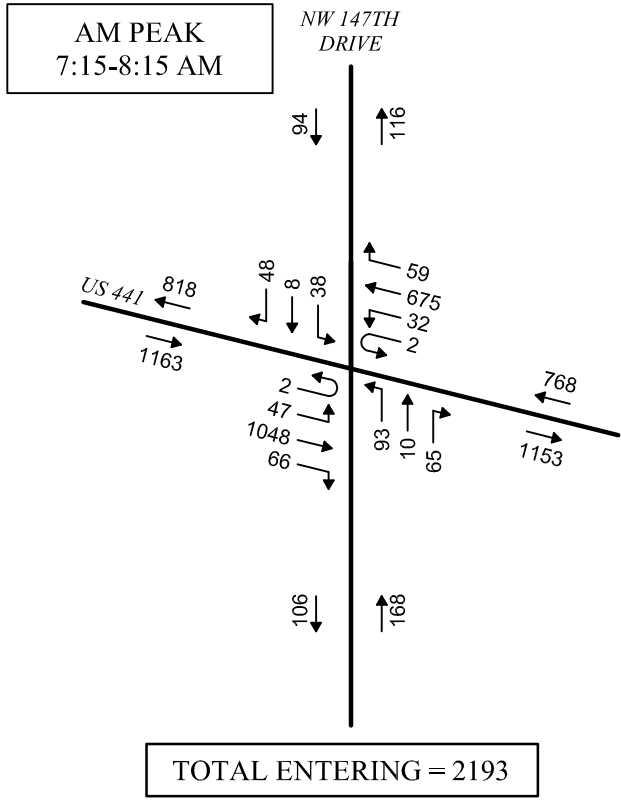
- Streets:** CR 241 (vertical), NW 174TH AVE. (horizontal), and NW 172ND AVE. (horizontal). A DRIVEWAY is also indicated on the left side of NW 172ND AVE.
- Traffic Flow and Counts:**
 - CR 241 Northbound:** 113 vehicles.
 - CR 241 Southbound:** 258 vehicles.
 - NW 174TH AVE. Eastbound:** 4 vehicles.
 - NW 174TH AVE. Westbound:** 16 vehicles.
 - NW 172ND AVE. Eastbound:** 20 vehicles.
 - NW 172ND AVE. Westbound:** 15 vehicles.
 - CR 241 Left Turn (Northbound):** 1 vehicle.
 - CR 241 Left Turn (Southbound):** 3 vehicles.
 - CR 241 Through/Right Turn (Northbound):** 112 vehicles.
 - CR 241 Through/Right Turn (Southbound):** 257 vehicles.
 - NW 174TH AVE. Left Turn (Eastbound):** 5 vehicles.
 - NW 174TH AVE. Left Turn (Westbound):** 7 vehicles.
 - NW 172ND AVE. Left Turn (Eastbound):** 19 vehicles.
 - NW 172ND AVE. Left Turn (Westbound):** 1 vehicle.
 - CR 241 Right Turn (Northbound):** 1 vehicle.
 - CR 241 Right Turn (Southbound):** 15 vehicles.
 - NW 174TH AVE. Right Turn (Eastbound):** 0 vehicles.
 - NW 174TH AVE. Right Turn (Westbound):** 0 vehicles.
 - NW 172ND AVE. Right Turn (Eastbound):** 0 vehicles.
 - NW 172ND AVE. Right Turn (Westbound):** 0 vehicles.
- Accident Data:**
 - CR 241:** 137 accidents (Southbound), 297 accidents (Northbound).
 - NW 174TH AVE.:** 3 accidents (Eastbound, 5%), 66 accidents (Westbound, 95%).
- Other Information:**
 - Time:** 4:45 PM.
 - Location:** EAK.

WEEKDAY PEAK PERIODS



Buckholz Traffic

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Buckholz Traffic

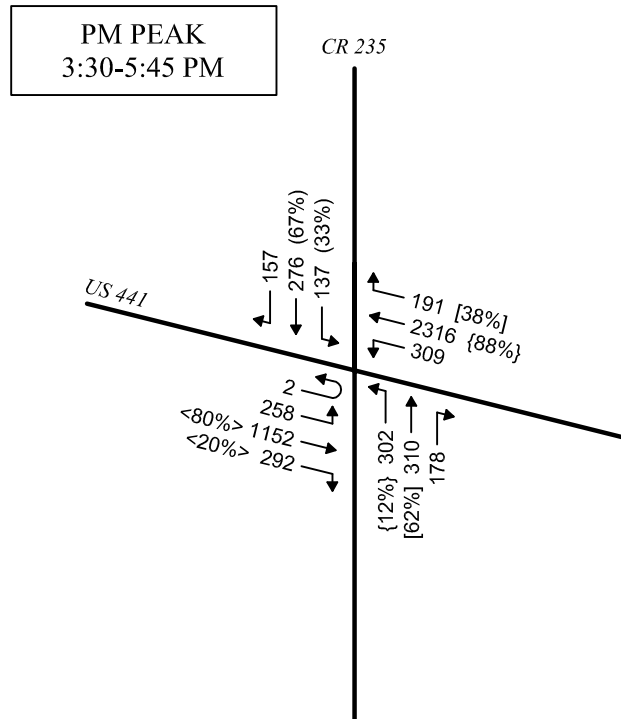
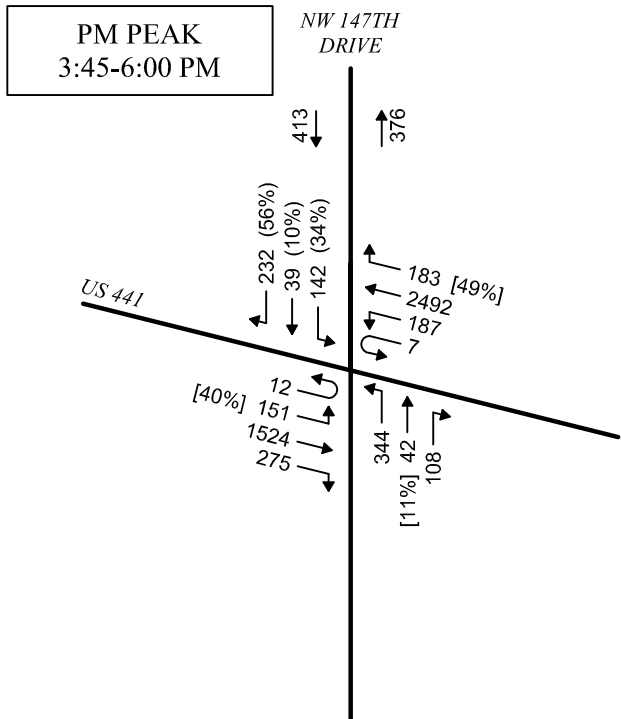
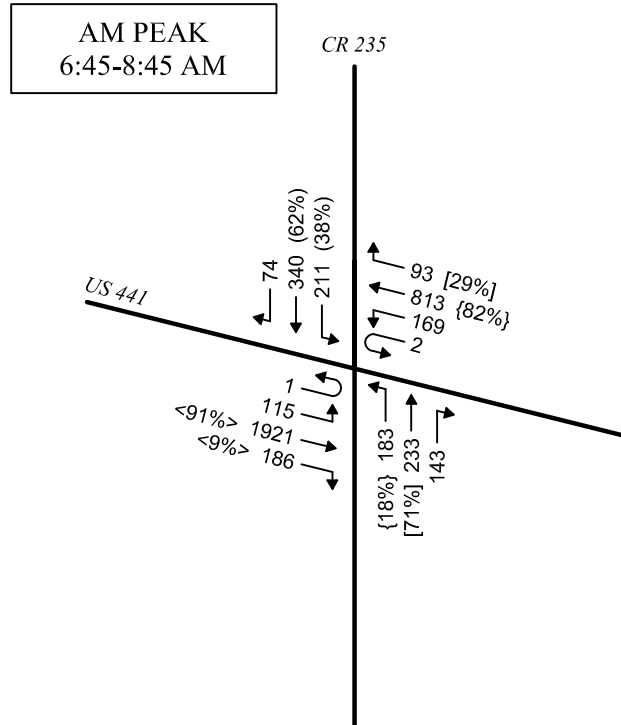
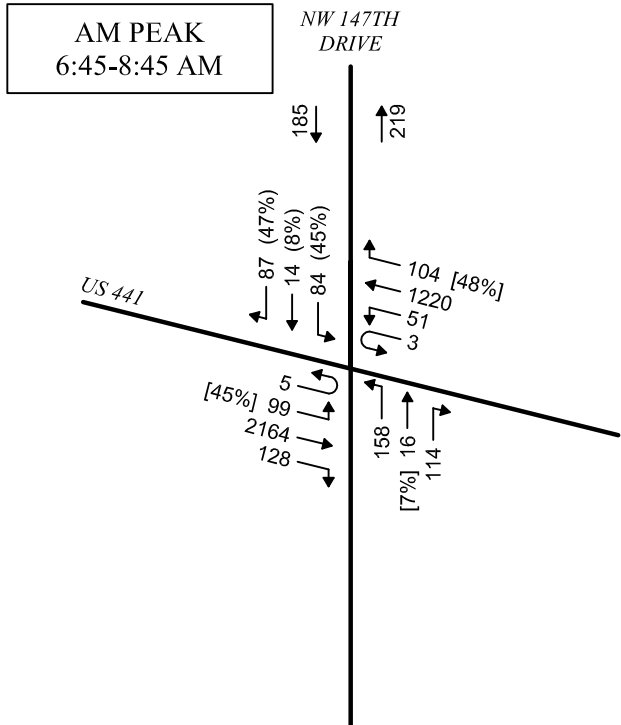
FIGURE 4

**US 441
TRAFFIC COUNTS**

WEEKDAY PEAK HOURS



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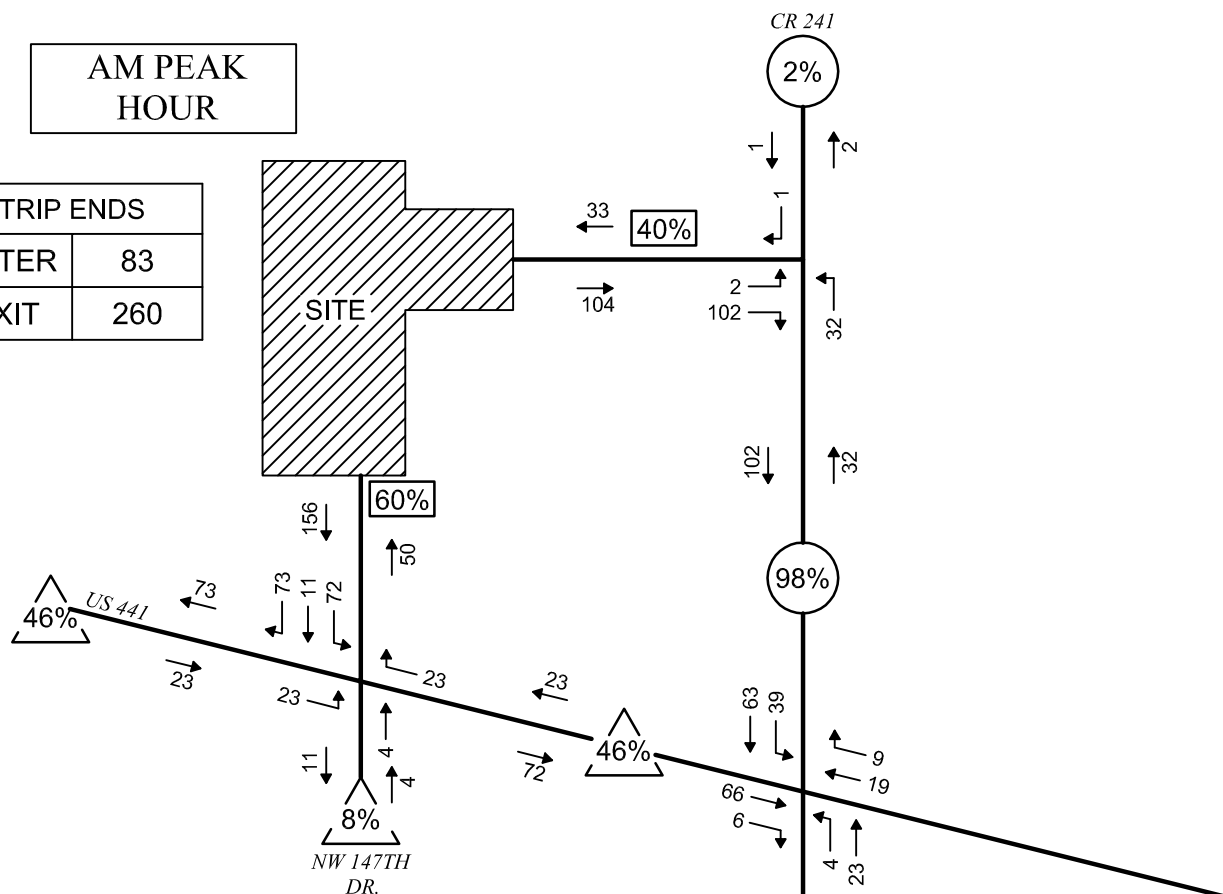


Buckholz Traffic

FIGURE 5
US 441
TRAFFIC COUNTS
WEEKDAY PEAK PERIODS



TRIP ENDS	
ENTER	83
EXIT	260



TRIP ENDS	
ENTER	279
EXIT	165

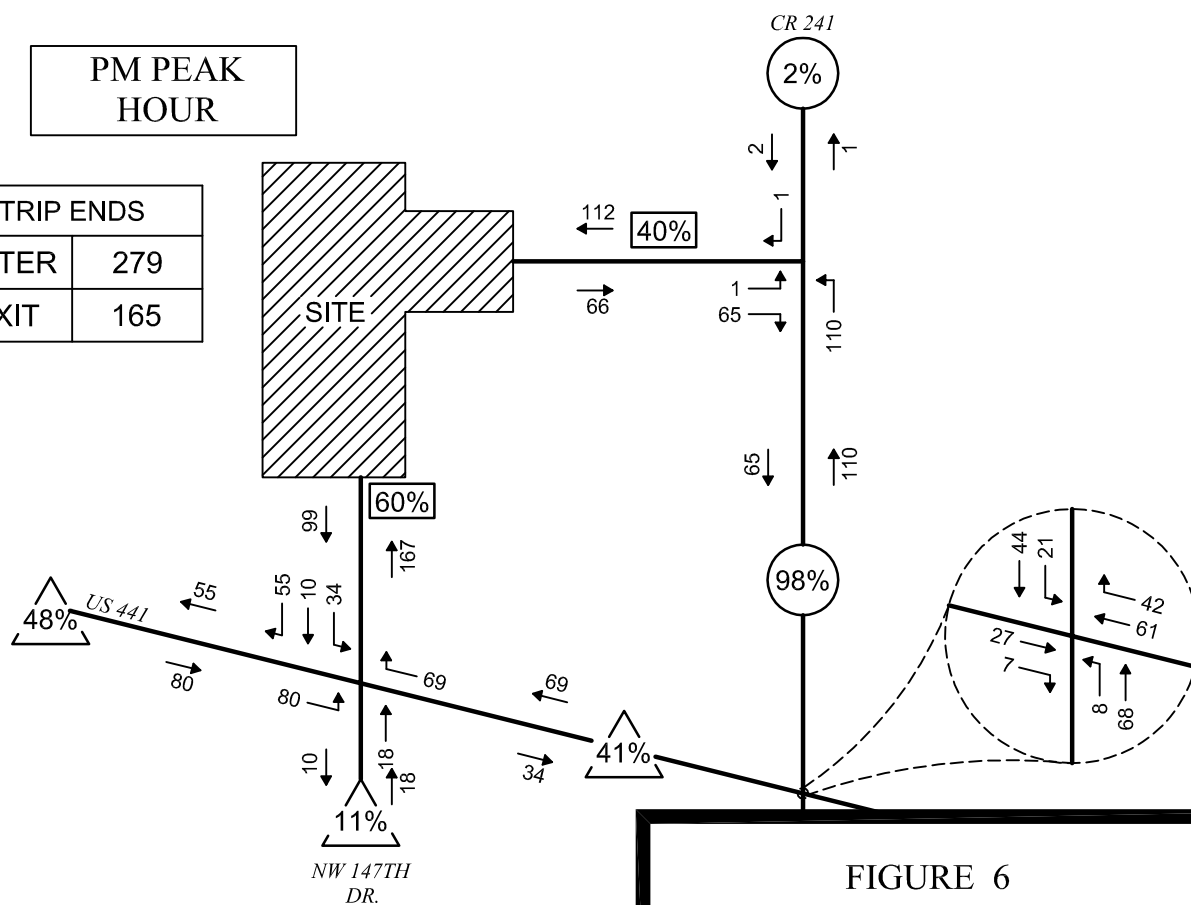
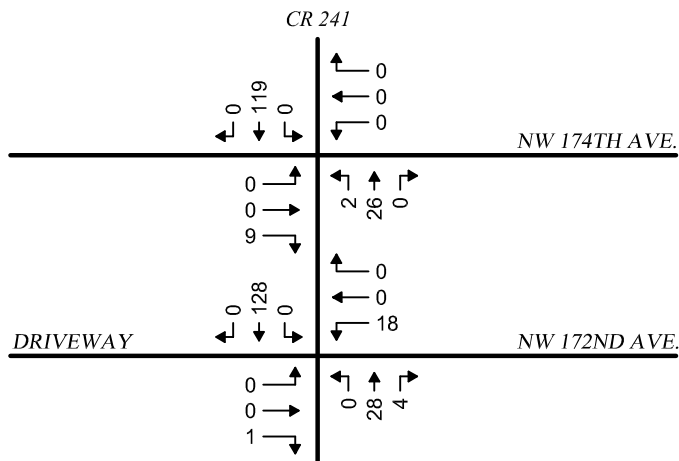


FIGURE 6

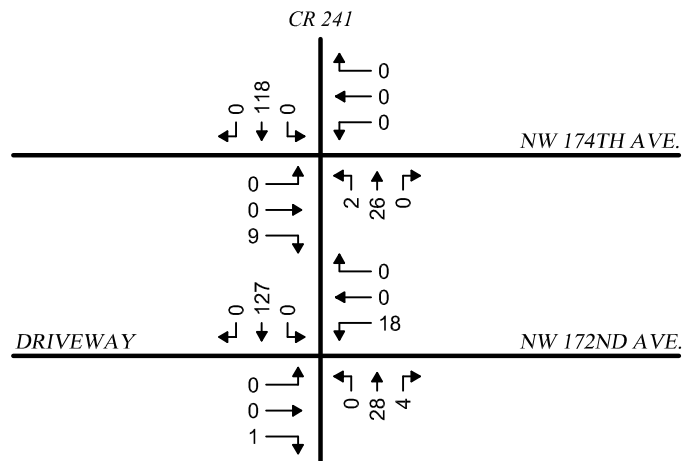
SITE TRAFFIC ASSIGNMENT



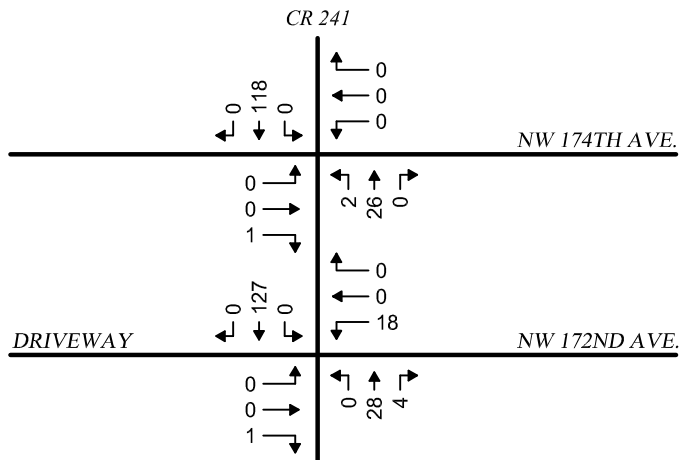
Buckholz Traffic



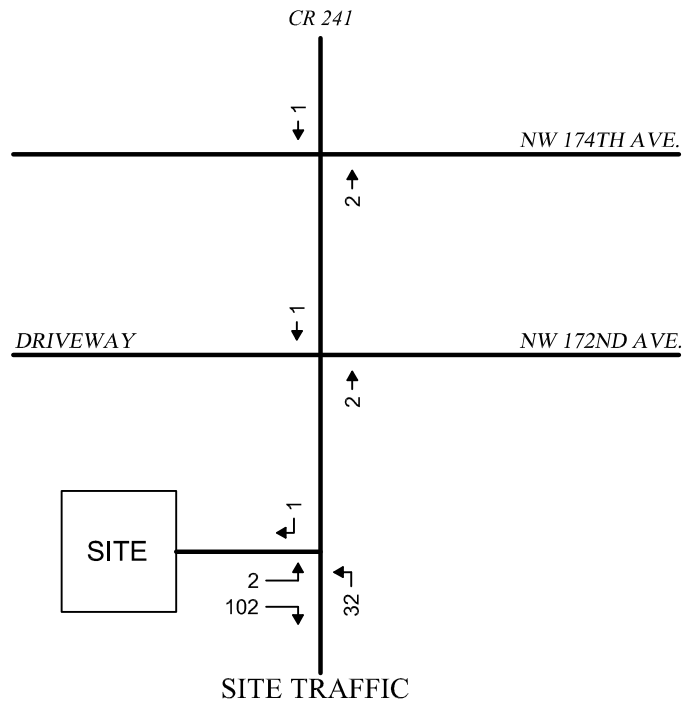
EXISTING TRAFFIC
09/18/18
7:00-8:00 AM



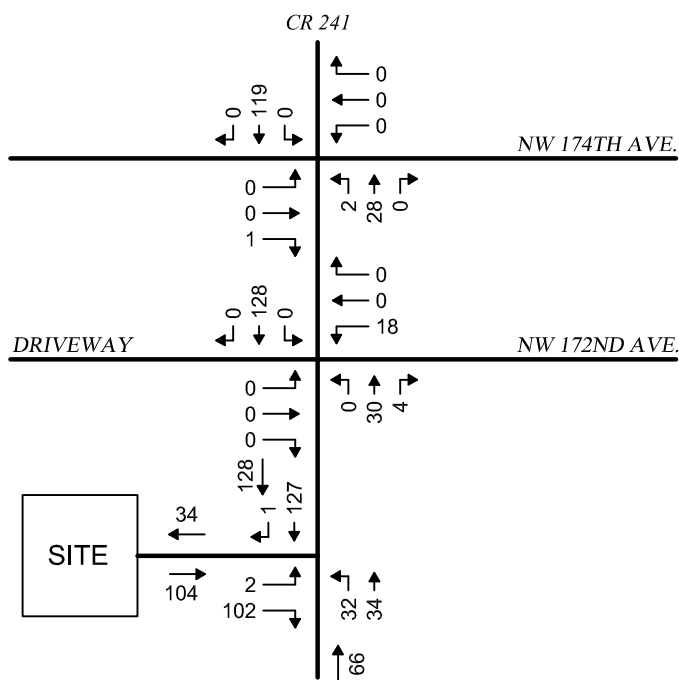
2018 SEASONALLY ADJUSTED TRAFFIC
FDOT SEASONAL CORRECTION FACTOR = 0.99



2028 NO BUILD TRAFFIC
ANNUAL GROWTH RATE = 0%



SITE TRAFFIC



2028 BUILD TRAFFIC

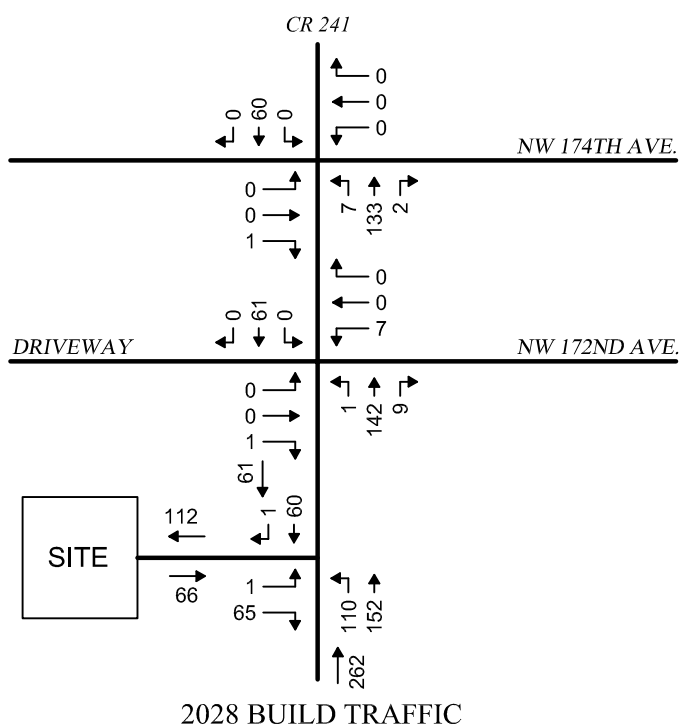
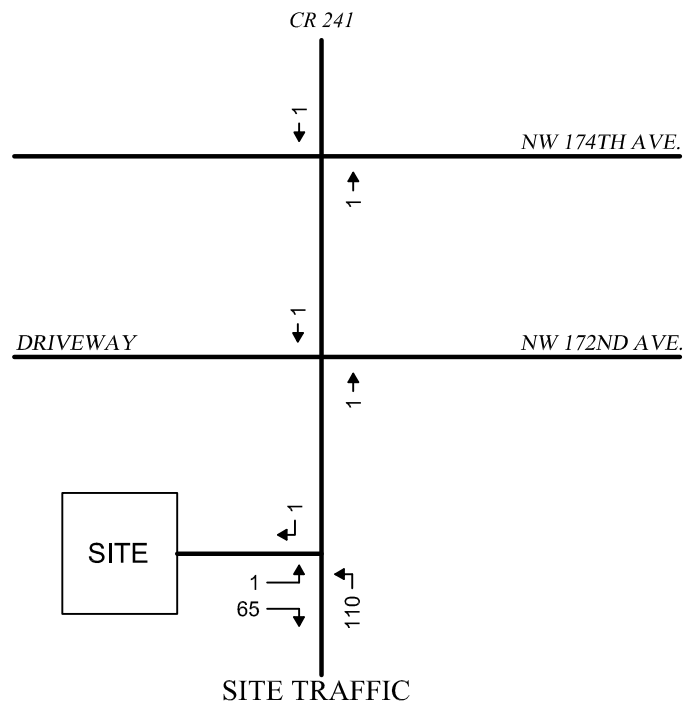
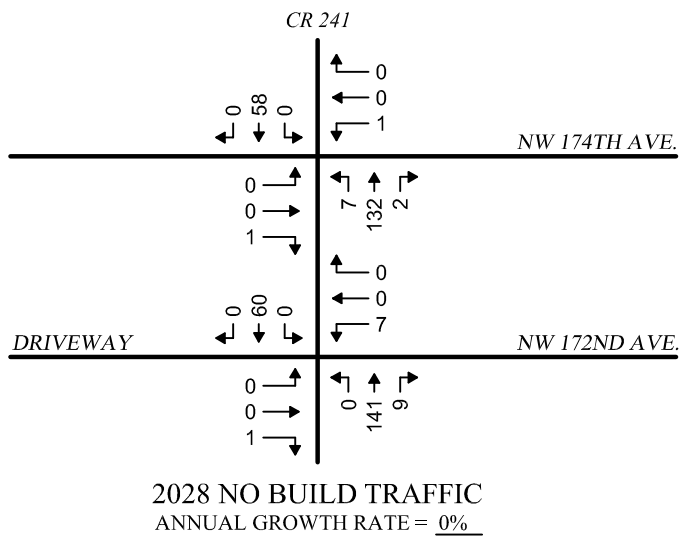
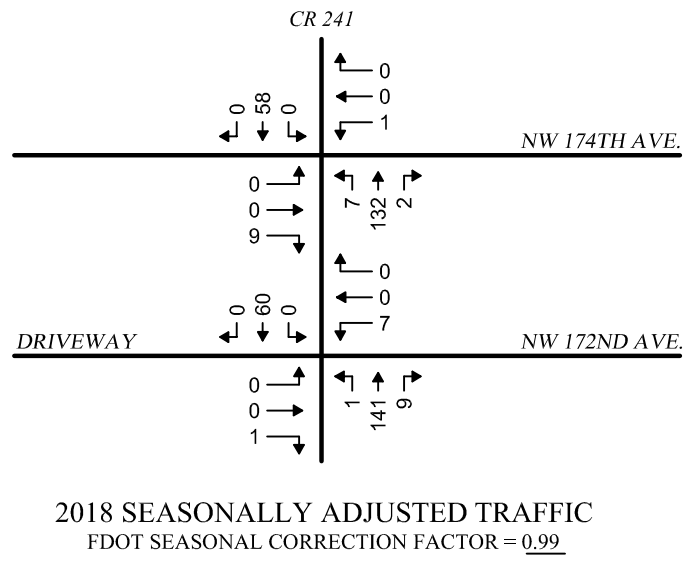
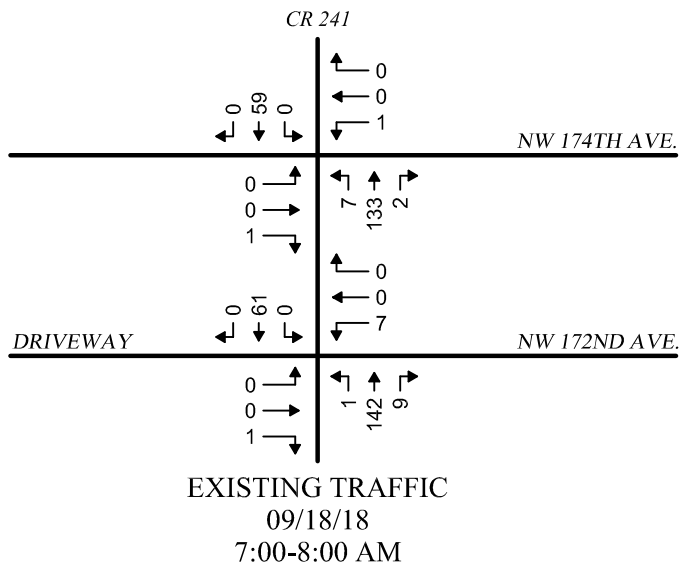
Buckholz Traffic

FIGURE 7

2028 BUILD TRAFFIC
CR 241

AM PEAK HOUR

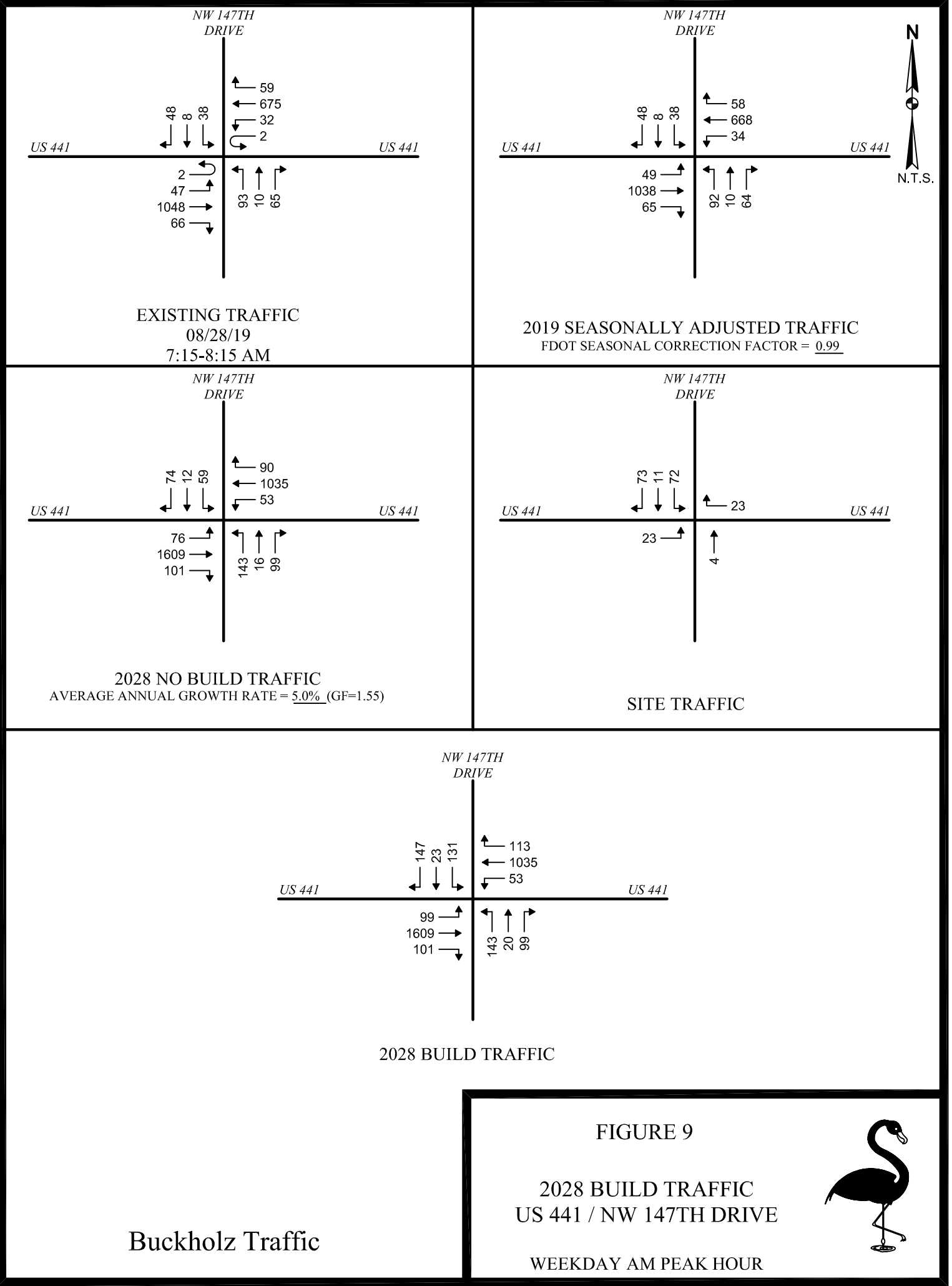




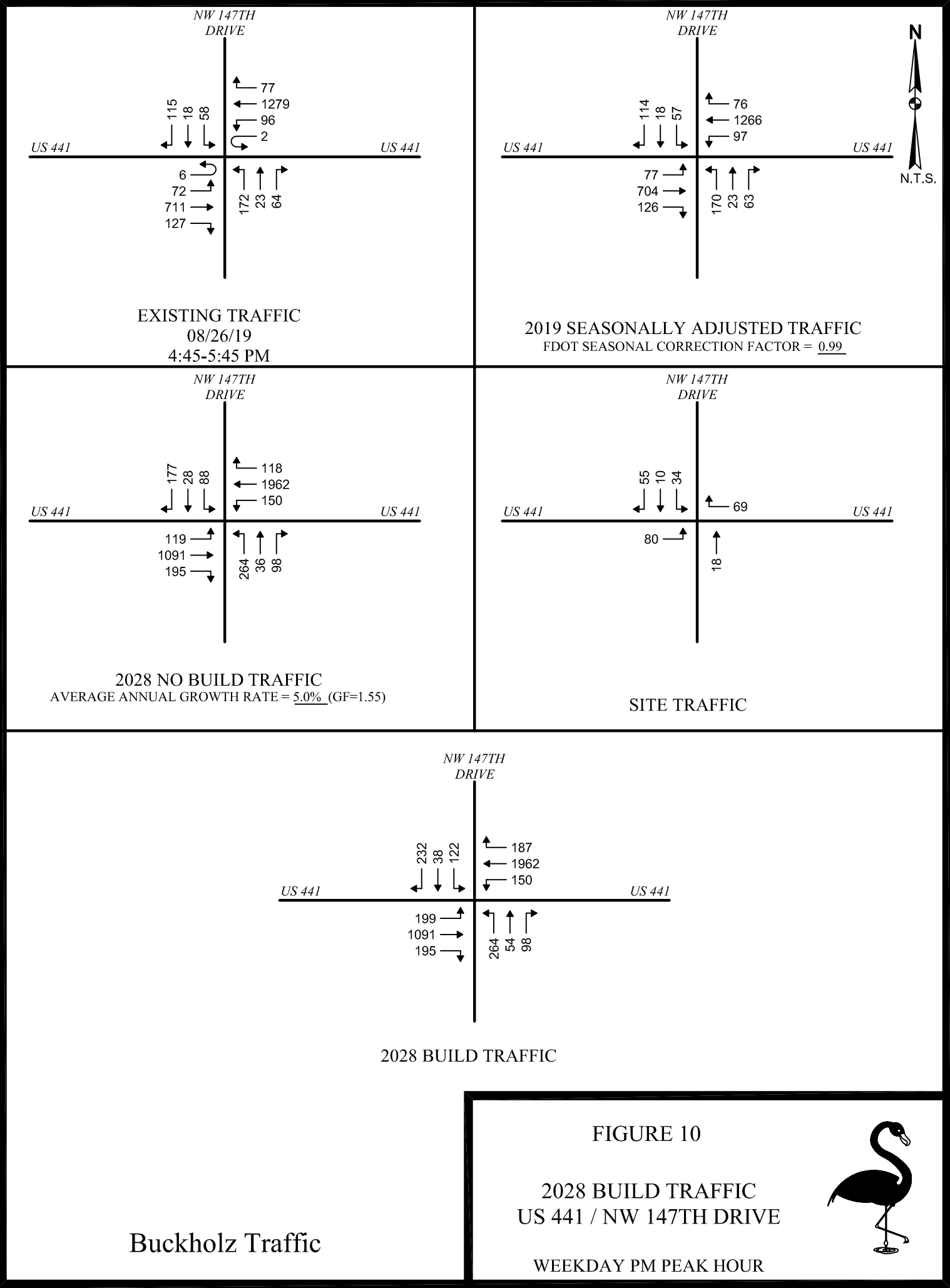
Buckholz Traffic

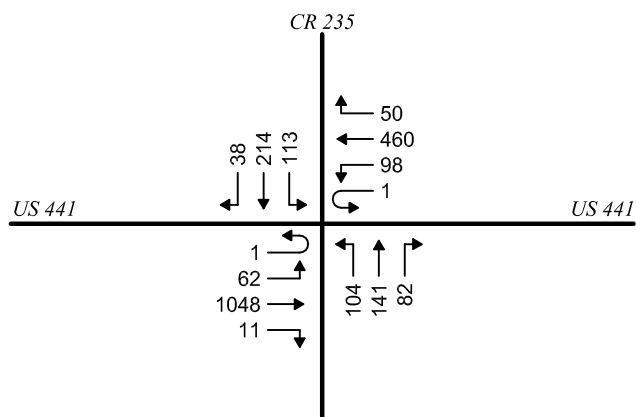
FIGURE 8
2028 BUILD TRAFFIC
CR 241
PM PEAK HOUR



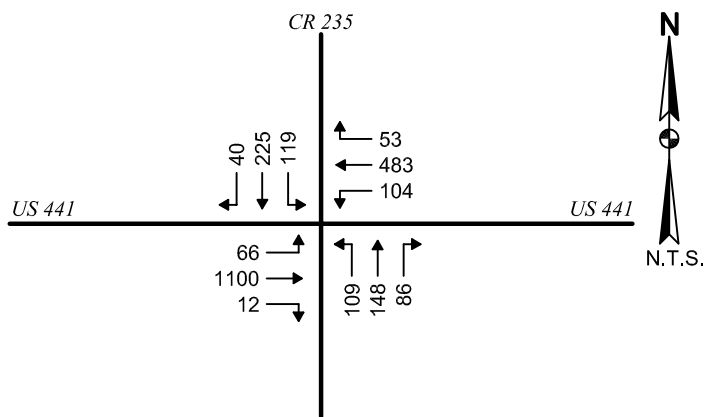


M:\18-1534\CAD\FIG_10.dwg Date:12-10-19 T:17:27 By:AVDelacruz

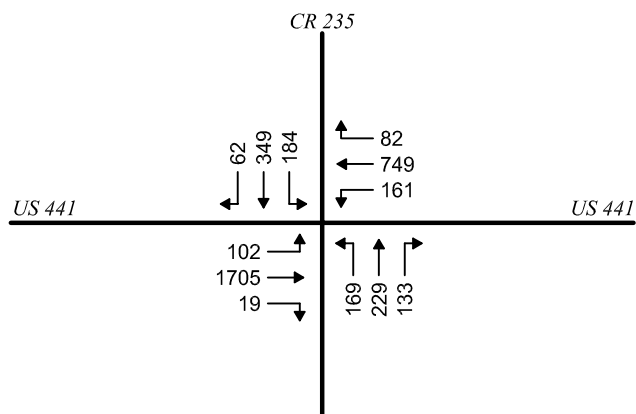




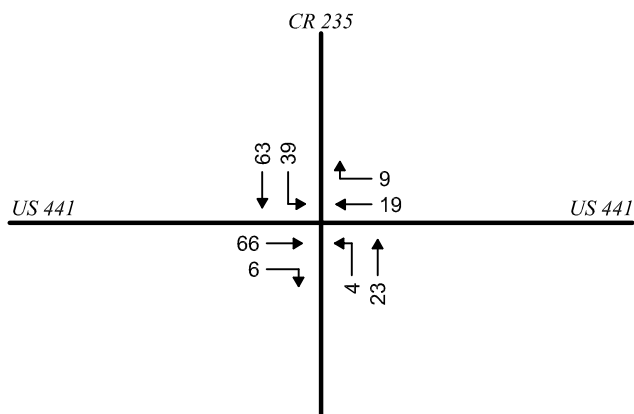
EXISTING TRAFFIC
12/11/19
7:15-8:15 AM



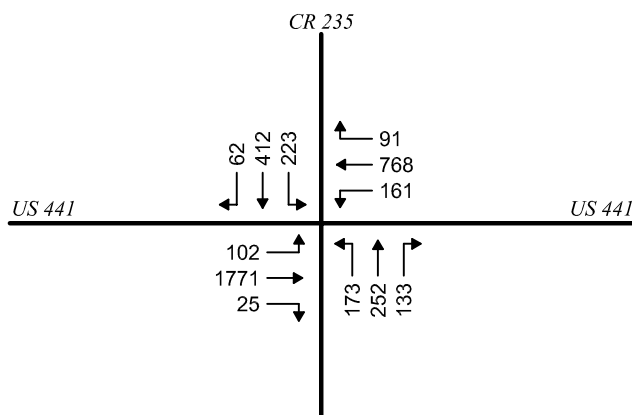
2019 SEASONALLY ADJUSTED TRAFFIC
FDOT SEASONAL CORRECTION FACTOR = 1.05



2028 NO BUILD TRAFFIC
AVERAGE ANNUAL GROWTH RATE = 5.0% (GF=1.55)



SITE TRAFFIC



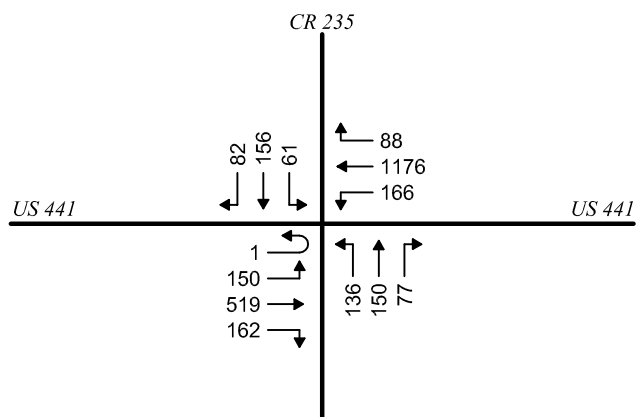
2028 BUILD TRAFFIC

FIGURE 11

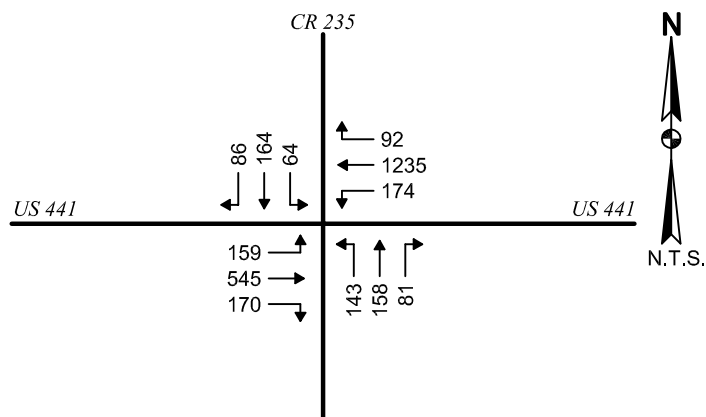
2028 BUILD TRAFFIC
US 441 / CR 235

WEEKDAY AM PEAK HOUR

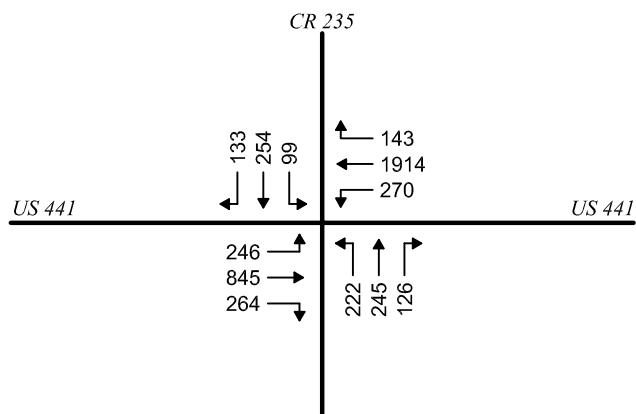




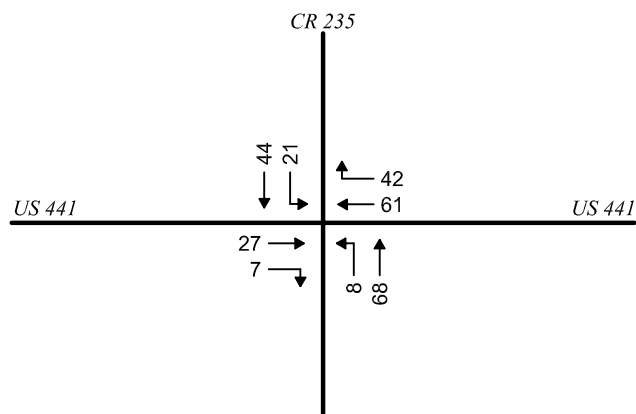
EXISTING TRAFFIC
12/09/19
4:45-5:45 PM



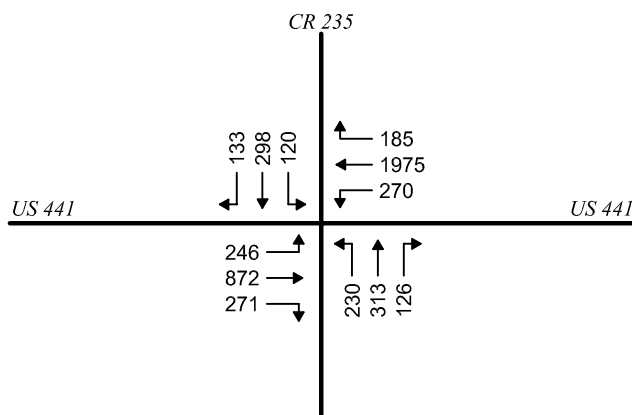
2019 SEASONALLY ADJUSTED TRAFFIC
FDOT SEASONAL CORRECTION FACTOR = 1.05



2028 NO BUILD TRAFFIC
AVERAGE ANNUAL GROWTH RATE = 5.0% (GF=1.55)



SITE TRAFFIC



2028 BUILD TRAFFIC

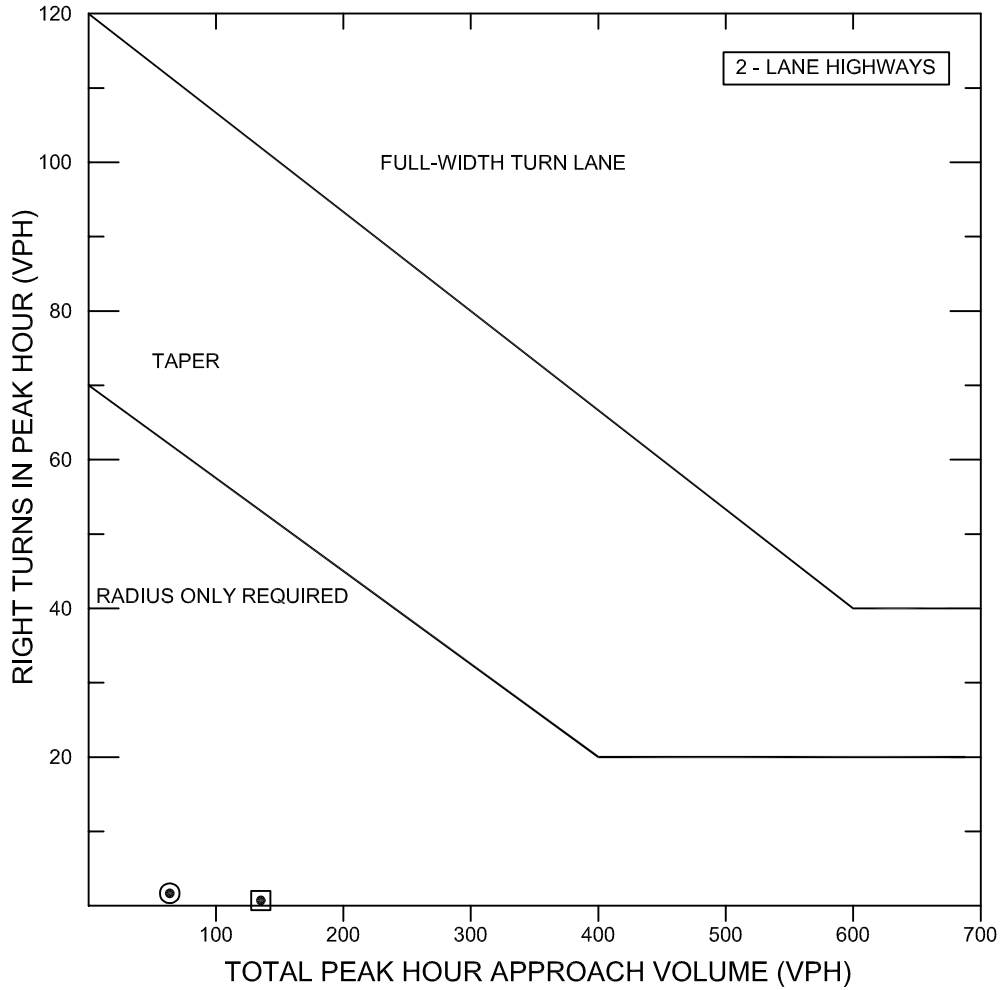
FIGURE 12

2028 BUILD TRAFFIC
US 441 / CR 235

WEEKDAY PM PEAK HOUR



CR 241 @ SITE DRIVE



NOMOGRAPH FOR RIGHT TURN LANES

SOURCE: TRANSPORTATION RESEARCH BOARD NCHRP REPORT #279

AM PEAK HOUR

V_A	128
V_R	1

PM PEAK HOUR

V_A	62
V_R	2

NCHRP 420	
MULTI-LANE	> 45 MPH

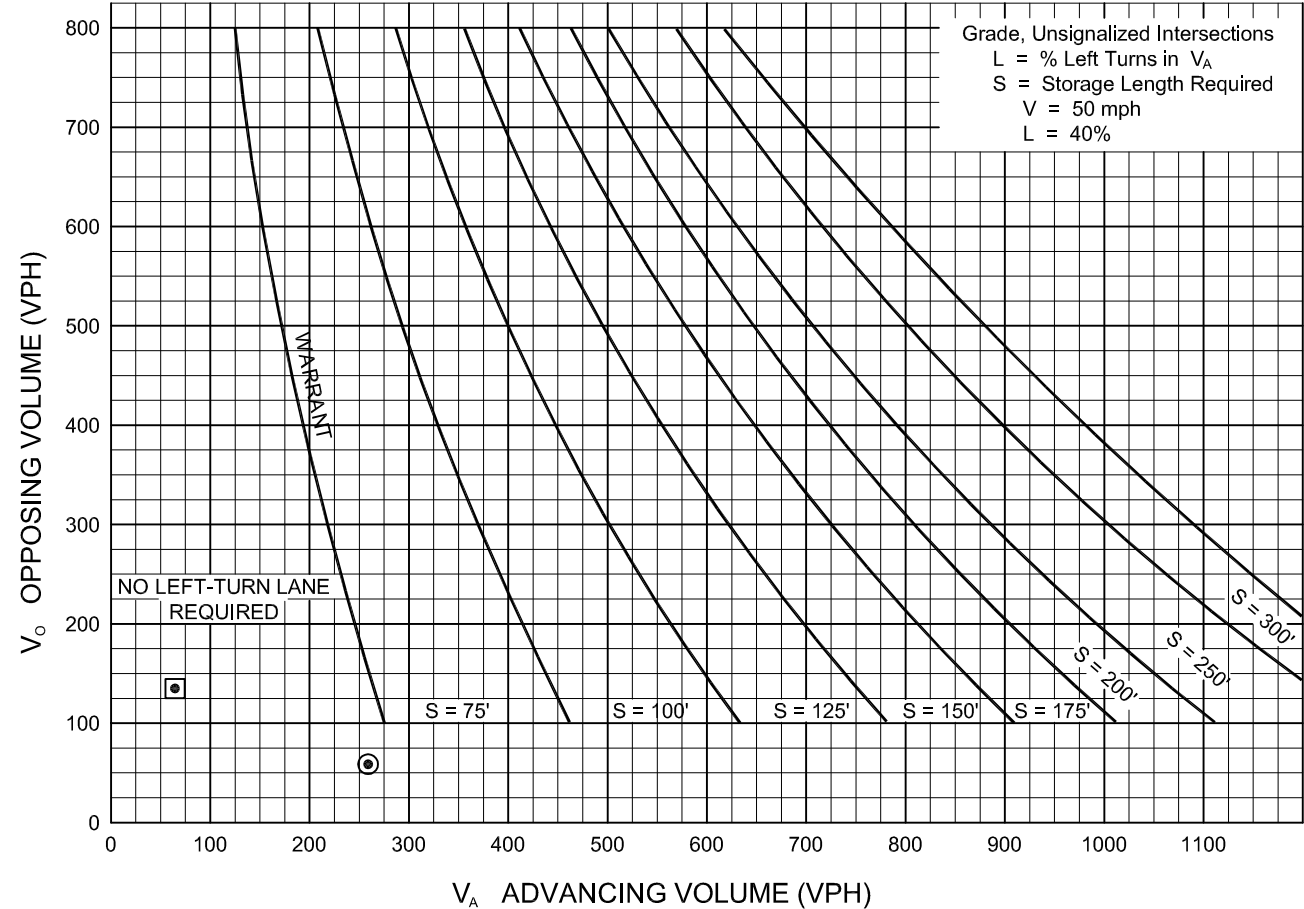
30
REQUIRED > 1 & 2

FIGURE 13

RIGHT TURN
LANE ANALYSIS



CR 241 @ SITE DRIVE



WARRANT FOR LEFT-TURN LANES ON TWO-LANE HIGHWAYS

▣ AM PEAK HOUR

$V_A = 67$
$V_O = 128$
$V_L = 33$
$\%LT = \frac{33}{67} = 49\%$

⊙ PM PEAK HOUR

$V_A = 262$
$V_O = 62$
$V_L = 110$
$\%LT = \frac{110}{262} = 42\%$

FIGURE 14

LEFT TURN
LANE ANALYSIS



SOURCE: HARMELINK

TABLE 1

TRIP GENERATION CALCULATIONS

SINGLE FAMILY DWELLING UNITS

Land Use Code 210

T = Number of Vehicle Trip Ends

X = Number of Dwelling Units = 340

<u>TIME PERIOD</u>	<u>TRIP GENERATION EQUATION</u>	<u>TOTAL TRIP ENDS</u>	<u>PERCENT ENTERING</u>	<u>PERCENT EXITING</u>	<u>TOTAL TRIP ENDS ENTERING</u>	<u>TOTAL TRIP ENDS EXITING</u>
WEEKDAY						
Daily	$\ln(T)=0.92\ln(X)+2.71$	3206	50%	50%	1603	1603
AM Peak Hour	$T = 0.71 (X) + 4.80$	246	25%	75%	61	185
PM Peak Hour	$\ln(T)=0.96\ln(X)+0.20$	329	63%	37%	207	122

SOURCE: Institute of Transportation Engineers, "Trip Generation", 10th Edition (2017)

BUCKHOLZ TRAFFIC

TABLE 2

TRIP GENERATION CALCULATIONS

MULTIFAMILY HOUSING (LOW-RISE)

Land Use Code 220

T = Number of Vehicle Trip Ends

X = Number of Dwelling Units = 211

<u>TIME PERIOD</u>	<u>TRIP GENERATION EQUATION</u>	<u>TOTAL TRIP ENDS</u>	<u>PERCENT ENTERING</u>	<u>PERCENT EXITING</u>	<u>TOTAL TRIP ENDS ENTERING</u>	<u>TOTAL TRIP ENDS EXITING</u>
WEEKDAY						
Daily	$T = 7.56 (X) - 40.86$	1554	50%	50%	777	777
AM Peak Hour	$\ln(T) = 0.95\ln(X) - 0.51$	97	23%	77%	22	75
PM Peak Hour	$\ln(T) = 0.89\ln(X) - 0.02$	115	63%	37%	72	43

SOURCE: Institute of Transportation Engineers, "Trip Generation", 10th Edition (2017)

BUCKHOLZ TRAFFIC

TABLE 3**UNSIGNALIZED INTERSECTION CAPACITY RESULTS****2026 BUILD CONDITIONS
WEEKDAY AM PEAK HOUR**

	CR 241 / NW 174TH AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.00	1
Southbound Left Turn	A	7.3 sec/veh	0.00	1
Eastbound Approach	A	8.9 sec/veh	0.00	1
Westbound Approach	A	8.4 sec/veh	0.00	1
	CR 241 / NW 172ND AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.00	1
Southbound Left Turn	A	7.3 sec/veh	0.00	1
Eastbound Approach	A	8.9 sec/veh	0.00	1
Westbound Approach	A	9.6 sec/veh	0.02	1
	CR 241 / SITE DRIVE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.02	1
Eastbound Left Turn	A	9.9 sec/veh	0.00	1
Eastbound Right Turn	A	9.4 sec/veh	0.11	1

BUCKHOLZ TRAFFIC

TABLE 4**UNSIGNALIZED INTERSECTION CAPACITY RESULTS****2026 BUILD CONDITIONS
WEEKDAY PM PEAK HOUR**

	CR 241 / NW 174TH AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.3 sec/veh	0.00	1
Southbound Left Turn	A	7.5 sec/veh	0.00	1
Eastbound Approach	A	8.6 sec/veh	0.00	1
Westbound Approach	B	9.0 sec/veh	0.00	1
	CR 241 / NW 172ND AVENUE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.3 sec/veh	0.00	1
Southbound Left Turn	A	7.5 sec/veh	0.00	1
Eastbound Approach	A	8.6 sec/veh	0.00	1
Westbound Approach	B	10.0 sec/veh	0.01	1
	CR 241 / SITE DRIVE			
Movement	LOS	Delay	v/c Ratio	95th % Queue (vehicles)
Northbound Left Turn	A	7.5 sec/veh	0.08	1
Eastbound Left Turn	B	12.2 sec/veh	0.00	1
Eastbound Right Turn	A	8.9 sec/veh	0.07	1

BUCKHOLZ TRAFFIC

TABLE 5
SUMMARY OF SIGNALIZED INTERSECTION CAPACITY RESULTS
US 441 / NW 147th Drive

2019 EXISTING CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.71 SBRT	1.03 NBT/RT	SBRT 83.4 sec/veh LOS F	11.3 sec/veh LOS B	150 sec
2019 EXISTING CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.83 SBRT	1.10 NBT/RT	SBRT 84.5 sec/veh LOS F	17.1 sec/veh LOS B	160 sec

2026 BUILD CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.16 SBRT	1.88 NBT/RT	SBRT 187.8 sec/veh LOS F NBT 115.6 sec/veh LOS F	28.3 sec/veh LOS C	130 sec
With Optimized Splits	0.95 EBT	1.37 NBRT	SBRT 66.9 sec/veh LOS E	26.7 sec/veh LOS C	130 sec
2026 BUILD CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.34 WBT	1.67 NBT/RT 1.25 EBLT	WBT 190.1 sec/veh LOS F	104.3 sec/veh LOS F	160 sec
With Optimized Splits	1.21 WBT	1.78 NBT/RT 1.15 EBLT	WBT 127.2 sec/veh LOS F	75.8 sec/veh LOS E	160 sec

BUCKHOLZ TRAFFIC

TABLE 6
SUMMARY OF SIGNALIZED INTERSECTION CAPACITY RESULTS
US 441 / CR 235

2019 EXISTING CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.89 SBT	0.93 SBLT	SBT 60.8 sec/veh LOS E	26.1 sec/veh LOS C	120 sec
2019 EXISTING CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
Existing Timings	0.87 SBT	1.22 NBLT	SBT 60.3 sec/veh LOS E	28.2 sec/veh LOS C	120 sec

2028 BUILD CONDITIONS	AM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.36 EBT 1.32 SBT 1.18 NBT	2.50 SBLT 2.17 WBLT 1.77 NBLT	SBT 209 sec/veh LOS F EBT 201 sec/veh LOS F NBT 157.5 sec/veh LOS F SBLT 83.5 sec/veh LOS F	140.6 sec/veh LOS F	130 sec
With Optimized Splits	1.55 WBLT 1.20 EBT 1.16 SBT 1.15 SBLT 1.13 NBLT 1.08 NBT	3.43 WBLT 3.11 SBLT 2.64 NBLT	WBLT 317 sec/veh LOS F NBLT 146.0 sec/veh LOS F SBLT 142.8 sec/veh LOS F SBT 141.1 sec/veh LOS F EBT 127.1 sec/veh LOS F NBT 115.6 sec/veh LOS F	113.5 sec/veh LOS F	130 sec

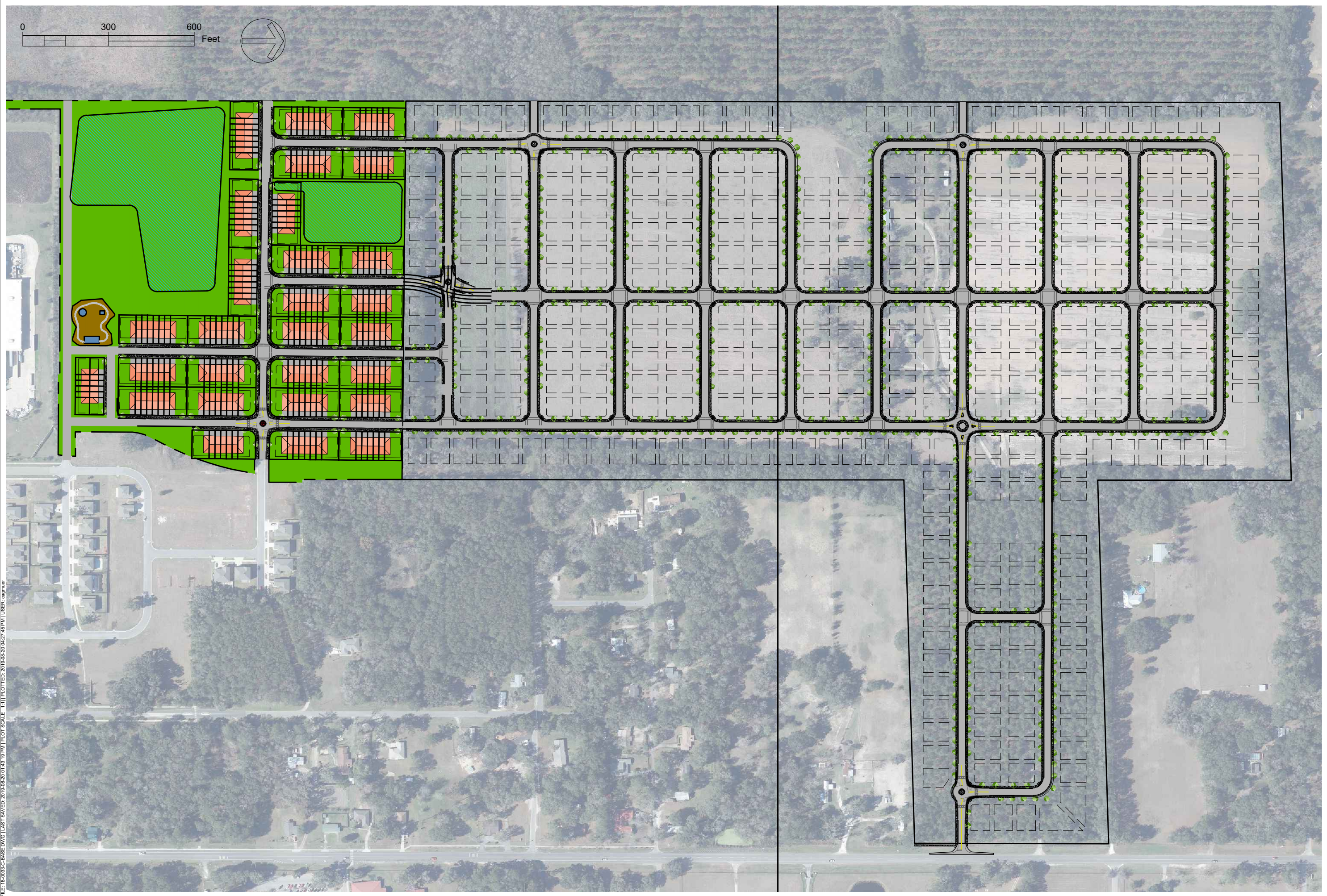
2028 BUILD CONDITIONS	PM PEAK HOUR				
	Highest v/c Ratio	Highest Queue Storage Ratio	Worst Movement Delay & LOS	Intersection Delay & LOS	Cycle Length (Coordinated)
With Planned Timings	1.58 EBLT 1.56 WB 1.16 SB 1.15 NBLT 1.15 WBLT 1.11 NB	4.52 WBLT 4.01 NBLT 4.00 EBLT 1.77 SBLT	EBLT 336 sec/veh LOS F WB 303 sec/veh LOS F SB 157.5 sec/veh LOS F NBLT 156.5 sec/veh LOS F WBLT 149.7 sec/veh LOS F NB 135.2 sec/veh LOS F	196.8 sec/veh LOS F	160 sec
With Optimized Splits	2.36 EBLT 1.37 WB 1.30 SB 1.23 NB	4.49 EBLT 4.01 NBLT 3.07 WBLT 1.76 SBLT	EBLT 680 sec/veh LOS F SB 217 sec/veh LOS F WB 216 sec/veh LOS F NB 187.2 sec/veh LOS F NBLT 155.6 sec/veh LOS F	183.9 sec/veh LOS F	160 sec

BUCKHOLZ TRAFFIC

APPENDIX A

SITE PLAN





FILE: 18-0033-C-BASE.DWG | LAST SAVED: 2019-08-20 01:43:18 PM | PLOT SCALE: 1"=111' | PLOTTED: 2019-08-20 04:27:45 PM | USER: cgmuer

DRAFT LAYOUT	DRAFT	TARA BAYWOOD SUBDIVISION	CLIENT:	C.A. GMUER, PE
			DESIGN:	C.A. GMUER, PE
DRAFT	DRAFT	TARA BAYWOOD SUBDIVISION	QUALITY CONTROL:	C.A. GMUER, PE
			SITE PLAN APP #	18-0033
			GEN# PROJECT #	
			ENGINEER OF RECORD:	
			CHRISTOPHER A. GMUER	
			FL PE # 71599	
			2019-08-20	
			PERMITTING / DESIGN REVISIONS:	
			2019-08-13 DRAFT BLOCK	
			2019-08-01 REVISED LAYOUT	
			2019-08-02 REVISED LAYOUT	
			2019-08-07 REVISED LAYOUT	
			PRICING:	
			PRELIMINARY	
			BUDGETING	

APPENDIX B

TURNING MOVEMENT COUNTS



AM PEAK PERIOD

TABLE B1
NW 140TH STREET (CR 241) / NW 172ND AVENUE INTERSECTION
MANUAL TURNING MOVEMENT COUNT
Weekday AM Peak Period

Tuesday, September 18, 2018

	CR 241 (Main Street)				NW 172nd Avenue				All
	Northbound Left Turn	Northbound Right Turn	Southbound Left Turn	Southbound Right Turn	Eastbound Left Turn	Eastbound Right Turn	Westbound Left Turn	Westbound Right Turn	
6:30-6:45 AM	0	0	0	0	0	0	1	0	1
6:45-7:00 AM	0	0	0	0	0	0	1	0	1
7:00-7:15 AM	0	0	0	0	0	0	5	0	5
7:15-7:30 AM	0	0	0	0	0	1	2	0	3
7:30-7:45 AM	0	3	0	0	0	0	4	0	7
7:45-8:00 AM	0	1	0	0	0	0	7	0	8
8:00-8:15 AM	0	0	0	0	0	0	1	0	1
8:15-8:30 AM	0	0	0	0	0	0	1	0	1
TOTAL:	0	4	0	0	0	1	22	0	27

BUCKHOLZ TRAFFIC

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

AUTOMOBILES, COMMERCIAL VEHICLES

NW 140TH STREET					NW 174TH AVE.					NW 140TH STREET					NW 174TH AVE.					
From North					From East					From South					From West					
	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other		Total		
Date 09/18/18 -----																				
06:30	0	26	0	0	0	0	0	0	0	4	0	0	0	0	0	3	0	33		
06:45	0	31	0	0	0	0	0	0	0	4	0	0	1	0	1	0	37			
07:00	0	34	0	0	0	0	0	0	0	4	0	0	0	0	1	0	39			
07:15	0	33	0	0	0	0	0	0	0	5	0	0	0	0	1	0	39			
Hr Total	0	124	0	0	0	0	0	0	0	17	0	0	1	0	6	0	148			
07:30	0	30	0	0	0	0	0	0	0	6	0	0	0	0	2	0	38			
07:45	0	22	0	0	0	0	0	0	2	11	0	0	0	0	5	0	40			
08:00	0	21	0	0	0	0	0	0	0	12	0	0	0	0	1	0	34			
08:15	0	24	0	0	1	0	0	0	0	7	0	0	0	0	1	0	33			
Hr Total	0	97	0	0	1	0	0	0	2	36	0	0	0	0	9	0	145			

TOTAL	0	221	0	0	1	0	0	0	2	53	0	0	1	0	15	0	293			

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start	07:00				07:00				07:00				07:00			
Volume	0	119	0	0	0	0	0	0	2	26	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	7%	93%	0%	0%	0%	0%	100%	0%
Pk total	119				0				28				9			
Highest	07:00				06:30				07:45				07:45			
Volume	0	34	0	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	34				0				13				5			
PHF	.88				.0				.54				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

AUTOMOBILES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/18/18 -----																	
06:30	0	23	0	0	0	0	0	0	0	3	0	0	0	0	3	0	29
06:45	0	29	0	0	0	0	0	0	0	4	0	0	0	0	1	0	34
07:00	0	31	0	0	0	0	0	0	0	3	0	0	0	0	1	0	35
07:15	0	31	0	0	0	0	0	0	0	5	0	0	0	0	1	0	37
Hr Total	0	114	0	0	0	0	0	0	0	15	0	0	0	0	6	0	135
07:30	0	30	0	0	0	0	0	0	0	5	0	0	0	0	2	0	37
07:45	0	20	0	0	0	0	0	0	2	11	0	0	0	0	5	0	38
08:00	0	20	0	0	0	0	0	0	0	11	0	0	0	0	1	0	32
08:15	0	22	0	0	1	0	0	0	0	7	0	0	0	0	1	0	31
Hr Total	0	92	0	0	1	0	0	0	2	34	0	0	0	0	9	0	138

TOTAL	0	206	0	0	1	0	0	0	2	49	0	0	0	0	15	0	273

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start 07:00				07:00				07:00				07:00			
Volume	0	112	0	0	0	0	0	2	24	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	8%	92%	0%	0%	0%	0%	100%	0%
Pk total	112			0				26				9			
Highest	07:00			06:30				07:45				07:45			
Volume	0	31	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	31			0				13				5			
PHF	.90			.0				.50				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

Page : 1

COMMERCIAL VEHICLES

NW 140TH STREET					NW 174TH AVE.					NW 140TH STREET					NW 174TH AVE.						
From North					From East					From South					From West						
Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		Total	
Date 09/18/18 -----																					
06:30	0	3	0	0		0	0	0	0		0	1	0	0		0	0	0	0		4
06:45	0	2	0	0		0	0	0	0		0	0	0	0		1	0	0	0		3
07:00	0	3	0	0		0	0	0	0		0	1	0	0		0	0	0	0		4
07:15	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
Hr Total	0	10	0	0		0	0	0	0		0	2	0	0		1	0	0	0		13
07:30	0	0	0	0		0	0	0	0		0	1	0	0		0	0	0	0		1
07:45	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
08:00	0	1	0	0		0	0	0	0		0	1	0	0		0	0	0	0		2
08:15	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
Hr Total	0	5	0	0		0	0	0	0		0	2	0	0		0	0	0	0		7

TOTAL	0	15	0	0		0	0	0	0		0	4	0	0		1	0	0	0		20

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start 07:00				07:00				07:00				07:00			
Volume	0	7	0	0	0	0	0	0	2	0	0	0	0	0	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%
Pk total	7			0				2				0			
Highest	07:00			06:30				07:00				06:30			
Volume	0	3	0	0	0	0	0	0	1	0	0	0	0	0	0
Hi total	3			0				1				0			
PHF	.58			.0				.50				.0			

JW BUCKHOLZ TRAFFIC ENGINEERING INC

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

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AUTOMOBILES, COMMERCIAL VEHICLES

NW 140TH STREET					NW 174TH AVE.					NW 140TH STREET					NW 174TH AVE.					
From North					From East					From South					From West					
Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		
Date 09/18/18 -----																				
06:30	0	26	0	0	0	0	0	0	0	0	4	0	0	0	0	0	3	0	33	
06:45	0	31	0	0	0	0	0	0	0	0	4	0	0	0	1	0	1	0	37	
07:00	0	34	0	0	0	0	0	0	0	0	4	0	0	0	0	0	1	0	39	
07:15	0	33	0	0	0	0	0	0	0	0	5	0	0	0	0	0	1	0	39	
Hr Total	0	124	0	0	0	0	0	0	0	0	17	0	0	0	1	0	6	0	148	
07:30	0	30	0	0	0	0	0	0	0	0	6	0	0	0	0	0	2	0	38	
07:45	0	22	0	0	0	0	0	0	0	2	11	0	0	0	0	0	5	0	40	
08:00	0	21	0	0	0	0	0	0	0	0	12	0	0	0	0	0	1	0	34	
08:15	0	24	0	0	1	0	0	0	0	0	7	0	0	0	0	0	1	0	33	
Hr Total	0	97	0	0	1	0	0	0	0	2	36	0	0	0	0	0	9	0	145	
TOTAL	0	221	0	0	1	0	0	0	0	2	53	0	0	0	1	0	15	0	293	

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start	07:00				07:00				07:00				07:00			
Volume	0	119	0	0	0	0	0	0	2	26	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	7%	93%	0%	0%	0%	0%	100%	0%
Pk total	119				0				28				9			
Highest	07:00				06:30				07:45				07:45			
Volume	0	34	0	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	34				0				13				5			
PHF	.88				.0				.54				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

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AUTOMOBILES

NW 140TH STREET				NW 174TH AVE.				NW 140TH STREET				NW 174TH AVE.					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 09/18/18																	
06:30	0	23	0	0	0	0	0	0	3	0	0	0	0	3	0	29	
06:45	0	29	0	0	0	0	0	0	4	0	0	0	0	1	0	34	
07:00	0	31	0	0	0	0	0	0	3	0	0	0	0	1	0	35	
07:15	0	31	0	0	0	0	0	0	5	0	0	0	0	1	0	37	
Hr Total	0	114	0	0	0	0	0	0	15	0	0	0	0	6	0	135	
07:30	0	30	0	0	0	0	0	0	5	0	0	0	0	2	0	37	
07:45	0	20	0	0	0	0	0	0	2	11	0	0	0	5	0	38	
08:00	0	20	0	0	0	0	0	0	11	0	0	0	0	1	0	32	
08:15	0	22	0	0	1	0	0	0	7	0	0	0	0	1	0	31	
Hr Total	0	92	0	0	1	0	0	0	2	34	0	0	0	9	0	138	
TOTAL	0	206	0	0	1	0	0	0	2	49	0	0	0	15	0	273	

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start	07:00				07:00				07:00				07:00			
Volume	0	112	0	0	0	0	0	0	2	24	0	0	0	0	9	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	8%	92%	0%	0%	0%	0%	100%	0%
Pk total	112				0				26				9			
Highest	07:00				06:30				07:45				07:45			
Volume	0	31	0	0	0	0	0	0	2	11	0	0	0	0	5	0
Hi total	31				0				13				5			
PHF	.90				.0				.50				.45			

DAY: TUESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 77777777

DATE: 09/18/18

NW 140TH STREET @ NW 174TH AVENUE

Start Date: 09/18/18

WEATHER: CLEAR & DRY

ALACHUA, COUNTY, FLORIDA

File I.D. : 18153402

BEGIN TIME (MILITARY):06:30 Hrs

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COMMERCIAL VEHICLES

NW 140TH STREET					NW 174TH AVE.					NW 140TH STREET					NW 174TH AVE.						
From North					From East					From South					From West						
Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		Left	Thru	Right	Other		Total	
Date 09/18/18 -----																					
06:30	0	3	0	0		0	0	0	0		0	1	0	0		0	0	0	0		4
06:45	0	2	0	0		0	0	0	0		0	0	0	0		1	0	0	0		3
07:00	0	3	0	0		0	0	0	0		0	1	0	0		0	0	0	0		4
07:15	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
Hr Total	0	10	0	0		0	0	0	0		0	2	0	0		1	0	0	0		13
07:30	0	0	0	0		0	0	0	0		0	1	0	0		0	0	0	0		1
07:45	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
08:00	0	1	0	0		0	0	0	0		0	1	0	0		0	0	0	0		2
08:15	0	2	0	0		0	0	0	0		0	0	0	0		0	0	0	0		2
Hr Total	0	5	0	0		0	0	0	0		0	2	0	0		0	0	0	0		7

TOTAL	0	15	0	0		0	0	0	0		0	4	0	0		1	0	0	0		20

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 08:00 on 09/18/18

Peak start 07:00				07:00				07:00				07:00			
Volume	0	7	0	0	0	0	0	0	2	0	0	0	0	0	0
Percent	0%	100%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%
Pk total	7			0				2				0			
Highest	07:00			06:30				07:00				06:30			
Volume	0	3	0	0	0	0	0	0	1	0	0	0	0	0	0
Hi total	3			0				1				0			
PHF	.58			.0				.50				.0			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

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AUTOMOBILES, COMMERCIAL VEHICLES

NW 147TH DRIVE					US 441				NW 147TH DRIVE				US 441							
From North					From East				From South				From West							
Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Total
Date 08/28/19																				
06:45	6	0	11	0	5	101	8	0	6	1	14	0	10	251	9	0			422	
07:00	12	1	8	0	2	117	8	0	18	0	16	0	13	269	18	0			482	
07:15	11	1	15	0	5	154	12	0	27	3	25	0	7	313	15	1			589	
07:30	7	3	12	0	4	202	14	0	22	3	15	0	12	302	20	1			617	
Hr Total	36	5	46	0	16	574	42	0	73	7	70	0	42	1135	62	2			2110	
07:45	11	0	11	0	5	170	15	0	24	1	12	0	14	209	16	0			488	
08:00	9	4	10	0	18	149	18	2	20	3	13	0	14	224	15	0			499	
08:15	13	3	9	0	7	167	14	1	17	3	11	0	10	287	20	1			563	
08:30	15	2	11	0	5	160	15	0	24	2	8	0	19	309	15	2			587	
Hr Total	48	9	41	0	35	646	62	3	85	9	44	0	57	1029	66	3			2137	
TOTAL	84	14	87	0	51	1220	104	3	158	16	114	0	99	2164	128	5			4247	

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start 07:15					07:15				07:15					07:15			
Volume	Percent	Pk total	Highest	Volume	Percent	Pk total	Highest	PHF	Volume	Percent	Pk total	Highest	PHF	Volume	Percent	Pk total	Highest
38	40%	94	07:15	32	4%	768	07:30	.87	93	55%	168	07:15	.76	47	4%	1163	07:15
8	9%			675	88%				10	6%				1048	90%		
48	51%			59	8%				65	39%				66	6%		
0	0%			2	0%				0	0%				2	0%		
11		27		4		220			7		55			313		15	
1		27		202		220			3		55			15		1	
15		27		14		220			25		55			15		1	
0		27		0		220			0		55			15		1	
.87		.87		.87		.87			.87		.87			.87		.87	

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

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AUTOMOBILES

NW 147TH DRIVE					US 441				NW 147TH DRIVE				US 441				
From North					From East				From South				From West				
	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total
Date 08/28/19 -----																	
06:45	6	0	10	0	5	94	7	0	5	1	13	0	8	245	9	0	403
07:00	12	1	5	0	1	108	5	0	18	0	15	0	12	254	16	0	447
07:15	11	1	14	0	5	145	10	0	26	3	24	0	6	304	14	1	564
07:30	7	2	9	0	4	191	11	0	21	3	15	0	11	288	19	1	582
Hr Total	36	4	38	0	15	538	33	0	70	7	67	0	37	1091	58	2	1996
07:45	10	0	9	0	5	152	14	0	23	1	11	0	13	186	13	0	437
08:00	8	4	10	0	18	140	15	2	20	2	12	0	13	211	15	0	470
08:15	12	3	8	0	7	157	12	1	16	3	11	0	8	274	18	1	531
08:30	12	2	7	0	4	138	12	0	24	2	8	0	15	280	15	1	520
Hr Total	42	9	34	0	34	587	53	3	83	8	42	0	49	951	61	2	1958

TOTAL	78	13	72	0	49	1125	86	3	153	15	109	0	86	2042	119	4	3954

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start	07:15				07:15				07:15				07:15			
Volume	36	7	42	0	32	628	50	2	90	9	62	0	43	989	61	2
Percent	42%	8%	49%	0%	4%	88%	7%	0%	56%	6%	39%	0%	4%	90%	6%	0%
Pk total	85				712				161				1095			
Highest	07:15				07:30				07:15				07:15			
Volume	11	1	14	0	4	191	11	0	26	3	24	0	6	304	14	1
Hi total	26				206				53				325			
PHF	.82				.86				.76				.84			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

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COMMERCIAL VEHICLES

NW 147TH DRIVE					US 441					NW 147TH DRIVE					US 441					
From North					From East					From South					From West					
Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Left	Thru	Right	Other		Left	Thru	Right	U-TURN		Total
Date 08/28/19 -----																				
06:45	0	0	1	0	0	7	1	0		1	0	1	0		2	6	0	0		19
07:00	0	0	3	0	1	9	3	0		0	0	1	0		1	15	2	0		35
07:15	0	0	1	0	0	9	2	0		1	0	1	0		1	9	1	0		25
07:30	0	1	3	0	0	11	3	0		1	0	0	0		1	14	1	0		35
Hr Total	0	1	8	0	1	36	9	0		3	0	3	0		5	44	4	0		114
07:45	1	0	2	0	0	18	1	0		1	0	1	0		1	23	3	0		51
08:00	1	0	0	0	0	9	3	0		0	1	1	0		1	13	0	0		29
08:15	1	0	1	0	0	10	2	0		1	0	0	0		2	13	2	0		32
08:30	3	0	4	0	1	22	3	0		0	0	0	0		4	29	0	1		67
Hr Total	6	0	7	0	1	59	9	0		2	1	2	0		8	78	5	1		179

TOTAL	6	1	15	0	2	95	18	0		5	1	5	0		13	122	9	1		293

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start	07:15				07:15				07:15				07:15			
Volume	2	1	6	0	0	47	9	0	3	1	3	0	4	59	5	0
Percent	22%	11%	67%	0%	0%	84%	16%	0%	43%	14%	43%	0%	6%	87%	7%	0%
Pk total	9				56				7				68			
Highest	07:30				07:45				07:15				07:45			
Volume	0	1	3	0	0	18	1	0	1	0	1	0	1	23	3	0
Hi total	4				19				2				27			
PHF	.56				.74				.88				.63			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 15082819

DATE: 08/28/19

US 441 @ NW 147TH DRIVE

Start Date: 08/28/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 082819AM

BEGIN TIME (MILITARY): 06:45 Hrs

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PEDESTRIAN & BICYCLE

NW 147TH DRIVE					US 441					NW 147TH DRIVE					US 441						
From North					From East					From South					From West						
Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Left	Thru	Right	PEDS		Total	
Date 08/28/19 -----																					
06:45	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
07:00	0	0	0	0		0	0	0	0		0	0	0	0		0	0	1	0		1
07:15	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
07:30	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
Hr Total	0	0	0	0		0	0	0	0		0	0	0	0		0	0	1	0		1
07:45	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
08:00	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
08:15	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
08:30	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0
Hr Total	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		0

TOTAL	0	0	0	0		0	0	0	0		0	0	0	0		0	0	1	0		1

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 08/28/19

Peak start 07:15					07:15					07:15					07:15				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Pk total	0				0					0					0				
Highest	06:45				06:45					06:45					06:45				
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hi total	0				0					0					0				
PHF	.0				.0					.0					.0				

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 12111901

DATE: 12/11/19

US 441 AT CR 235

Start Date: 12/11/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153404

BEGIN TIME (MILITARY):06:45 Hrs

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AUTOMOBILES, COMMERCIAL VEHICLES

CR 235				US 441				CR 235				US 441					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total	
Date 12/11/19 -----																	
06:45	31	31	4	0	6	65	10	1	17	16	17	0	9	204	10	0	421
07:00	27	41	4	0	29	77	10	0	19	22	13	0	18	243	24	0	527
07:15	26	59	5	0	28	110	13	0	21	35	28	0	18	281	34	0	658
07:30	42	57	11	0	36	128	23	0	28	41	19	0	18	275	23	1	702
Hr Total	126	188	24	0	99	380	56	1	85	114	77	0	63	1003	91	1	2308
07:45	24	47	15	0	21	130	10	1	15	42	21	0	15	259	23	0	623
08:00	21	51	7	0	13	92	4	0	40	23	14	0	11	233	31	0	540
08:15	16	25	14	0	21	105	12	0	19	21	17	0	11	218	26	0	505
08:30	24	29	14	0	15	106	11	0	24	33	14	0	15	208	15	0	508
Hr Total	85	152	50	0	70	433	37	1	98	119	66	0	52	918	95	0	2176

TOTAL	211	340	74	0	169	813	93	2	183	233	143	0	115	1921	186	1	4484

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start	07:15				07:15				07:15				07:15			
Volume	113	214	38	0	98	460	50	1	104	141	82	0	62	1048	111	1
Percent	31%	59%	10%	0%	16%	76%	8%	0%	32%	43%	25%	0%	5%	86%	9%	0%
Pk total	365				609				327				1222			
Highest	07:30				07:30				07:30				07:15			
Volume	42	57	11	0	36	128	23	0	28	41	19	0	18	281	34	0
Hi total	110				187				88				333			
PHF	.83				.81				.93				.92			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 12111901

DATE: 12/11/19

US 441 AT CR 235

Start Date: 12/11/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153404

BEGIN TIME (MILITARY):06:45 Hrs

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AUTOMOBILES

CR 235				US 441				CR 235				US 441							
From North				From East				From South				From West							
Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Left	Thru	Right	Other	Left	Thru	Right	U-TURN	Total			
Date 12/11/19																			
06:45	29	25	4	0	5	56	9	1	17	10	15	0	9	194	9	0	383		
07:00	24	35	3	0	22	72	10	0	19	15	9	0	16	236	23	0	484		
07:15	25	50	4	0	24	105	13	0	20	24	27	0	18	267	31	0	608		
07:30	40	51	8	0	31	121	22	0	27	38	17	0	18	266	20	1	660		
Hr Total	118	161	19	0	82	354	54	1	83	87	68	0	61	963	83	1	2135		
07:45	22	39	15	0	16	122	10	1	12	33	17	0	14	246	19	0	566		
08:00	20	41	7	0	10	81	4	0	35	19	12	0	10	227	29	0	495		
08:15	14	15	13	0	16	92	11	0	18	14	14	0	11	207	24	0	449		
08:30	23	23	12	0	12	94	9	0	22	20	9	0	12	193	14	0	443		
Hr Total	79	118	47	0	54	389	34	1	87	86	52	0	47	873	86	0	1953		
TOTAL	197	279	66	0	136	743	88	2	170	173	120	0	108	1836	169	1	4088		

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start	07:15				07:15				07:15				07:15			
Volume	107	181	34	0	81	429	49	1	94	114	73	0	60	1006	99	1
Percent	33%	56%	11%	0%	14%	77%	9%	0%	33%	41%	26%	0%	5%	86%	8%	0%
Pk total	322				560				281				1166			
Highest	07:30				07:30				07:30				07:15			
Volume	40	51	8	0	31	121	22	0	27	38	17	0	18	267	31	0
Hi total	99				174				82				316			
PHF	.81				.80				.86				.92			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 12111901

DATE: 12/11/19

US 441 AT CR 235

Start Date: 12/11/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153404

BEGIN TIME (MILITARY):06:45 Hrs

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COMMERCIAL VEHICLES

CR 235				US 441				CR 235				US 441					
From North				From East				From South				From West					
Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Left	Thru	Right	Other	Total	
Date 12/11/19 -----																	
06:45	2	6	0	0	1	9	1	0	0	6	2	0	0	10	1	0	38
07:00	3	6	1	0	7	5	0	0	0	7	4	0	2	7	1	0	43
07:15	1	9	1	0	4	5	0	0	1	11	1	0	0	14	3	0	50
07:30	2	6	3	0	5	7	1	0	1	3	2	0	0	9	3	0	42
Hr Total	8	27	5	0	17	26	2	0	2	27	9	0	2	40	8	0	173
07:45	2	8	0	0	5	8	0	0	3	9	4	0	1	13	4	0	57
08:00	1	10	0	0	3	11	0	0	5	4	2	0	1	6	2	0	45
08:15	2	10	1	0	5	13	1	0	1	7	3	0	0	11	2	0	56
08:30	1	6	2	0	3	12	2	0	2	13	5	0	3	15	1	0	65
Hr Total	6	34	3	0	16	44	3	0	11	33	14	0	5	45	9	0	223

TOTAL	14	61	8	0	33	70	5	0	13	60	23	0	7	85	17	0	396

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start 07:15					07:15				07:15				07:15			
Volume	6	33	4	0	17	31	1	0	10	27	9	0	2	42	12	0
Percent	14%	77%	9%	0%	35%	63%	2%	0%	22%	59%	20%	0%	4%	75%	21%	0%
Pk total	43				49				46				56			
Highest	07:15				08:00				07:45				07:45			
Volume	1	9	1	0	3	11	0	0	3	9	4	0	1	13	4	0
Hi total	11				14				16				18			
PHF	.98				.88				.72				.78			

DAY: WEDNESDAY

MANUAL TURNING MOVEMENT COUNTS

Site Code : 12111901

DATE: 12/11/19

US 441 AT CR 235

Start Date: 12/11/19

WEATHER: CLEAR & DRY

ALACHUA COUNTY, FLORIDA

File I.D. : 18153404

BEGIN TIME (MILITARY):06:45 Hrs

Page : 1

PEDESTRIAN & BICYCLE

CR 235				US 441				CR 235				US 441							
From North				From East				From South				From West							
Left	Thru	Right	PEDS	Left	Thru	Right	PEDS	Left	Thru	Right	PEDS	Left	Thru	Right	PEDS				
Date 12/11/19																			
06:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hr Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:45	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
08:00	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hr Total	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	2	
TOTAL	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	2	

Peak Hour Analysis By Entire Intersection for the Period: 07:15 to 08:15 on 12/11/19

Peak start	07:15				07:15				07:15				07:15			
Volume	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0
Percent	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
Pk total	1				0				1				0			
Highest	07:45				06:45				08:00				06:45			
Volume	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0
Hi total	1				0				1				0			
PHF	.25				.0				.25				.0			