City of ALACHUA

THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY
Case #:
Application Fee: $
Filing Date:
Acceptance Date:
Review Type: P&Z; CC; Admin

Subdivision Application

Reference City of Alachua Land Development Regulations Article 2.4.10

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

A. PROJECT

1. Project Name: Savannah Station Phase II
2. Address of Subject Property: CR 235, between NW 157th Street and 123rd Avenue
3. Parcel ID Number(s): Portion of 03995-002-000 & 03980-002-001
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation : Moderate Density Residential
6. Zoning Designation: PUD
7. Acreage: ±44.67

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): John Mayfield Title: Director of Land Development

   Company (if applicable): CHW

   Mailing address: 11801 Research Drive

   City: Alachua State: Florida ZIP: 32615

   Telephone: (352) 331-1976 FAX: ( ) e-mail: johnm@chw-inc.com
3. If the applicant is agent for the property owner*:

   Name of Owner (title holder): Waco Properties, Inc.

   Mailing Address: 569 South Edgewood Avenue

   City: Jacksonville State: Florida ZIP: 32205

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

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ☐ No

   If yes, list names of all parties involved:

   If yes, is the contract/option contingent or absolute? ☐ Contingent ☐ Absolute

D. ATTACHMENTS

Preliminary Plat Attachments:

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

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

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

2. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.

3. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)

4. Existing and/or proposed covenants and restrictions.

5. Two (2) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).

6. Neighborhood Meeting Materials, including:
   i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
   ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
   iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.

7. City of Alachua Public School Student Generation Form

8. Legal description with tax parcel number.

9. Proof of ownership.

10. Proof of payment of taxes.

11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.

12. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).

13. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).

14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review or additional reviews of the application beyond will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

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

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

Construction Plans Attachments:

1. A copy of this original application must accompany the submission.

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

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

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.

4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)

5. Legal description with tax parcel number.

6. Proof of ownership.

7. Proof of payment of taxes.

8. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.

9. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).

10. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).

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

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

Final Plat Attachments:

1. A copy of this original application must accompany the submission.

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

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

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.

4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)

5. Legal description with tax parcel number.

6. City of Alachua Public School Student Generation Form.

7. One (1) set (two [2] sets for Minor Subdivisions) of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).

8. Proof of ownership.

9. Proof of payment of taxes.

10. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.

11. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).

12. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).

13. **For Minor Subdivisions: Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

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

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

Signature of Applicant

Signature of Co-applicant

John Maxfield, P.E.

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 30th day of Aug, 2018, by John Maxfield, who is/are personally known to me, or who has/have produced _____ as identification.

KELLY JONES BISHOP
MY COMMISSION # FF 167278
EXPIRES: February 4, 2019
Bonded Thru Notary Public Underwriters

Kelly Jones Bishop
Signature of Notary Public, State of Florida

City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: _____

Parcel ID Number(s): portion of Alachua County tax parcels 03980-002-001 and 03905-002-000

Acreage: ±45 ac.

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: William A. McArthur Jr. Title: President

Company (if applicable): Waco of Alabama, Inc.

Mailing Address: 569 S. Edgewood Avenue

City: Jacksonville State: FL ZIP: 32205

Telephone: 904-388-3561 FAX: _____ e-mail: office@ngwic.com

C. AUTHORIZED AGENT

Name: _____ Title: _____

Company (if applicable): CHW

Mailing address: 132 NW 76th Drive

City: Gainesville State: FL ZIP: 32607

Telephone: 352-331-1976 FAX: 352-331-2476 e-mail: ryant@chw-inc.com

D. REQUESTED ACTION:

_____

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

William A. McArthur Jr.

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Duval

The foregoing application is acknowledged before me this 18th day of December, 2017, by William A. McArthur, Jr., who is/are personally known to me, or who has/have produced _____ as identification.

Signature of Notary Public, State of Florida

RICHARD ALLEN EXLINE
Notary Public, State of Florida
My Comm. Expires 11/19/21
Commission No. GG161587

City of ALACHUA

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): John Maxfield Title: Senior Engineer

   Company (if applicable): CHW

   Mailing address: 11801 Research Drive

   City: Alachua State: Florida ZIP: 32615

   Telephone: (352) 331-1976 FAX: _____ e-mail: johnm@chw-inc.com

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

   Name of Owner (title holder): Waco Properties, Inc.

   Mailing Address: 569 South Edgewood Avenue

   City: Jacksonville State: Florida ZIP: 32205

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

B. PROJECT

1. Project Name: Savannah Station Phase II
2. Address of Subject Property: CR 235, between NW 157th Street and 123rd Avenue
3. Parcel ID Number(s): Portion of 03905-002-000 & 03980-002-001
4. Section 21 & 28 Township 08 South Range 18 East Grant N/A Acreage: ±44.67
5. Existing Use of Property: Vacant
6. Future Land Use Map Designation: Moderate Density Residential
7. Zoning Designation: PUD
8. Development Data (check all that apply):

   ■ Single Family Residential Number of Units 180

   □ 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: Irby & Alachua

    Middle: Mebane

    High: Sante Fe

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	180	units	x	0.15	Elementary School Multiplier*	27	Student Stations**
Middle School	180	units	x	.07	Middle School Multiplier*	13	Student Stations**
High School	180	units	x	.09	High School Multiplier*	16	Student Stations**

Student Generation Calculations: Multi-Family Residential Development

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

**** Student generation multipliers may be obtained from SBAC at:***
http://www.sbac.edu/pages/ACPS/Departments_Programs/DepartmentsAF/D_thru_F/FacilitiesMainConstr/Local_Certification_Packets/City_of_Alachua
***** Round to the nearest whole number***

EXEMPT DEVELOPMENTS (check all that apply):

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

A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Signature of Applicant

Signature of Co-applicant

Typed or printed name and title of applicant

JOHN MAXFIELD
Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 19th day of October, 2018 by John Maxfield, who is/are personally known to me, or who has/have produced _____ as identification.

SHERRY STINSON
Commission # GG 212289
Expires August 27, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Sherry Stinson
Signature of Notary Public, State of Florida

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 Required:_____
☐ Capacity Available	Available Capacity:_____
☐ Capacity Available in 3 years	Available Capacity:_____
☐ Capacity Available in Adjacent SCSA	Available Capacity:_____
Middle SCSA:_____	Capacity Required:_____
☐ Capacity Available	Available Capacity:_____
☐ Capacity Available in 3 years	Available Capacity:_____
☐ Capacity Available in Adjacent SCSA	Available Capacity:_____
High SCSA:_____	Capacity Required:_____
☐ Capacity Available	Available Capacity:_____
☐ Capacity Available in 3 years	Available Capacity:_____
☐ Capacity Available in Adjacent SCSA	Available Capacity:_____

☐ **Denied** for reasons stated:_____

_____

_____

☐ **Local Government Certification**

Approved by:_____

Date:_____

☐ **School Board Staff Certification**

_____

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

Date:_____

15.00
1592.50

Prepared By:
Andrew M. Smulian, Esq.
Akerman, Senterfitt & Eidson, P.A.
One Southeast Third Avenue
28th Floor
Miami, Florida 33131-1704

RETURN TO

Folio No(s). 03982-000-000
03905-002-000
03905-001-000
03975-001-000

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 11/18/1997 10:01
Document ID 1499767
Book/Page 2140/ 1831

DTAX 1,592.50

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the ___ day of November, 1997, by International Business Machines Corporation, a New York corporation, hereinafter called the Grantor, to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama corporation, having an address at 569 S. Edgewood Avenue, Jacksonville, FL 32205, hereinafter called the Grantee:

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all those certain parcels of land situated in Alachua County, Florida, and more particularly described in **Exhibit A** attached hereto and made a part hereof.

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

SUBJECT TO:

1. Taxes for the year 1998 and subsequent years not yet due and payable.

2. Easements, restrictions, reservations, limitations and conditions of record, if any, provided this shall not operate to reimpose same.

3. All applicable zoning ordinances, other land use laws and regulations, and all applicable regulations and restrictions imposed by governmental authorities.

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

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor and none other.

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

Signed, sealed and delivered in our presence:

Robin J Schmidt
Print Name: Robin J Schmidt

Angela Manos
Print Name: ANGELA MANOS

INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation

By: _____
Name: J. Robb Mayo
Title: Director of US Real Estate Operations and Investments
New Orchard Road
Armonk, NY 10504

STATE OF NEW YORK)
)SS:
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 10 day of November, 1997, by X of International Business Machines Corporation, a New York corporation, on behalf of the corporation. He/~~she~~ is personally known to me.

X J. Robb Mayo
Director of US Real Estate
Operations and Investments

F. Maureen Duffy
Name: _____
Notary Public
State of New York
My Commission Expires:

F. MAUREEN DUFFY
Notary Public, State of New York
No. 02DU4915342
Qualified in Westchester County
Commission Expires November 30, 1997

MIA-209411-1

ALACHUA COUNTY LAND SURVEYORS, INC.

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

Stacy A. Hall, P.S.M.

OCTOBER 29, 1997
82.714 AC. TRACT

OVERALL TRACT "C"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTIONS 21, 22, 27, AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF BEGINNING AND RUN N.00°36'37"E., ALONG THE EAST LINE OF THE AFOREMENTIONED SECTION 21, A DISTANCE OF 907.96 FEET TO AN IRON PIPE; THENCE RUN S.89°59'57"E., A DISTANCE OF 347.51 FEET TO AN IRON PIPE ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 75 (LIMITED ACCESS RIGHT OF WAY); THENCE RUN N.22°11'21"W., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 508.62 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE RUN S.41°53'43"W., ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 3900.73 FEET TO A NAIL AND CAP AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN S.48°06'17"E., ALONG A BOUNDARY LINE OF SAID PILOT FOREST, A DISTANCE OF 15.00 FEET TO A NAIL AND CAP AT THE BEGINNING OF CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 99.65 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID BOUNDARY LINE OF PILOT FOREST AND WITH SAID CURVE, THROUGH AN ARC ANGLE OF 49°08'06", AN ARC DISTANCE OF 85.46 FEET (CHORD BEARING AND DISTANCE OF S.23°32'14"E., 82.86 FEET RESPECTIVELY) TO A STEEL ROD AND CAP AT THE NORTHWEST CORENR OF LOT 54 OF SAID PILOT FOREST; THENCE RUN S.89°34'18"E., ALONG THE NORTH BOUNDARY LINE OF SAID LOT 54 AND ALONG THE NORTH LINE OF PILOT FOREST UNIT 2, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "R", PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 2381.83 FEET TO A STEEL ROD AND CAP AT THE NORTHEAST CORNER OF SAID PILOT FOREST UNIT 2; THENCE RUN N.00°28'52"E., ALONG THE EAST LINE OF THE AFOREMENTIONED SECTION 28, A DISTANCE OF 514.28 FEET TO AN IRON PIPE; THENCE RUN N.89°30'42"W., A DISTANCE OF 210.00 FEET TO AN IRON PIPE; THENCE RUN N.00°28'52"E., A DISTANCE OF 210.00 FEET TO AN IRON PIPE; THENCE RUN S.89°30'42"E., A DISTANCE OF 210.00 FEET TO AN IRON PIPE ON THE AFOREMENTIONED EAST LINE OF SECTION 28; THENCE RUN N.00°28'52"E., ALONG SAID EAST LINE, A DISTANCE OF 904.29 FEET TO THE POINT OF BEGINNING, CONTAINING 82.714 ACRES MORE OR LESS.

SUBJECT TO THE MAINTAINED RIGHT OF WAY FOR COUNTY ROAD N.W. 175th STREET (FORMERLY KNOWN AS COUNTY ROAD N.W. 19)

15.00
2275.00

Prepared By:
Andrew M. Smulian, Esq.
Akerman, Senterfitt & Eidson, P.A.
One Southeast Third Avenue
28th Floor
Miami, Florida 33131-1704

Folio No(s). 03982-000-000

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 11/18/1997 10:01
Document ID 1499768
Book/Page 2140/ 1834

DTAX 2,275.00

RETURN TO

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the ___ day of November, 1997, by International Business Machines Corporation, a New York corporation, hereinafter called the Grantor, to Waco, Inc., qualified to do business in Florida as Waco of Alabama, Inc., an Alabama corporation, having an address at 569 S. Edgewood Avenue, Jacksonville, FL 32205, hereinafter called the Grantee:

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all those certain parcels of land situated in Alachua County, Florida, and more particularly described in **Exhibit A** attached hereto and made a part hereof.

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

SUBJECT TO:

1. Taxes for the year 1998 and subsequent years not yet due and payable.

2. Easements, restrictions, reservations, limitations and conditions of record, if any, provided this shall not operate to reimpose same.

3. All applicable zoning ordinances, other land use laws and regulations, and all applicable regulations and restrictions imposed by governmental authorities.

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

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor and none other.

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

Signed, sealed and delivered
in our presence:

Robin J. Schmidt
Print Name: Robin J. Schmidt

Angela Manos
Print Name: Angela Manos

INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation

By: _____
Name:
Title:
New Orchard Road
Armonk, NY 10504

J. Robb Mayo
Director of US Real Estate
Operations and Investments

STATE OF NEW YORK)
)SS:
COUNTY OF Westchester)

The foregoing instrument was acknowledged before me this 10 day of November, 1997, by * of International Business Machines Corporation, a New York corporation, on behalf of the corporation. He/~~she~~ is personally known to me.

F. Maureen Duffy
Name:
Notary Public
State of New York
My Commission Expires:

F. MAUREEN DUFFY
Notary Public, State of New York
No. 02DU4915342
Qualified in Westchester County
Commission Expires November 30, 199__

* J. Robb Mayo
Director of US Real Estate
Operations and Investments

MIA-209411-1

ALACHUA COUNTY LAND SURVEYORS, INC.

Professional Surveying and Mapping

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

Stacy A. Hall, P.S.M.

OCTOBER 30, 1997
118.191 ACRE TRACT

OVERALL TRACT "D"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF BEGINNING AND RUN N.00°42'43"E., ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 402.89 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE RUN N.41°53'43"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 4071.41 FEET TO A CONCRETE MONUMENT; THENCE RUN S.01°01'49"W., A DISTANCE OF 827.97 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN S.00°32'41"W., ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2612.87 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N.89°50'54"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2684.07 FEET TO THE POINT OF BEGINNING, CONTAINING 118.191 ACRES MORE OR LESS.

SUBJECT TO THE MAINTAINED RIGHT OF WAY OF COUNTY ROAD N.W. 110th AVENUE (FORMERLY KNOWN AS COUNTY ROAD N.W. 28) ALONG THE SOUTH BOUNDARY THEREOF.

Jessica Junkin

From: Lalit Lalwani <llalwani@alachuacounty.us>
Sent: Monday, October 08, 2018 2:06 PM
To: John Maxfield
Subject: RE: Savannah Station

John,
It appears you will be making a permit request for a second connection to CR 235. It will be subject to the ULDC Access Management Code. We do not see any issues at this time.

Sincerely,

Lalit L. Lalwani, PE, CPM, CFM
Civil Engineer III

Alachua County Public Works
5620 NW 120th Lane,
Gainesville, FL 32653
Phone: 352-548-1243
352-374-5245, ext. 243
Fax: 352-337-6244
E-mail: llalwani@alachuacounty.us
Office Hours: Monday through Thursday, 7:00 AM to 5:30 PM
Closed on Fridays.

PLEASE NOTE: Florida has a very broad public records law (F.S. 119). All e-mails to and from County Officials are kept as public records. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

From: John Maxfield <JohnM@chw-inc.com>
Sent: Wednesday, September 26, 2018 6:01 PM
To: Lalit Lalwani <llalwani@alachuacounty.us>
Subject: Savannah Station

Lalit – we are working on Phase II of the Savannah Station subdivision in the City of Alachua. Please see the attached photos and a preliminary plat drawing. The City has asked for some confirmation from the County that our approach to connecting to CR-235 is reasonable, recognizing it is subject to County approval during the design phase. There is an existing connection to CR-235 intended for Phase II (see the attached Google Maps picture). We intend to make our connection at this point per the preliminary plat drawing. Can you please confirm via email that our approach to permitting this connection to CR-235 is appropriate to for the County. Please let me know if you have any questions. Thanks.

JOHN MAXFIELD, PE | Director of Land Development
t: (352) 331-1976 ext 955 | **c:** (352) 672-0227
e: johnm@chw-inc.com
w: www.chw-inc.com

JACKSONVILLE.GAINESVILLE.OCALA
t: (904) 619-6521 | 8563 Argyle Business Loop, Suite 3, Jacksonville, FL 32244

t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
PLANNING.DESIGN.SURVEYING.ENGINEERING.CONSTRUCTION.

Jessica Junkin

From: Marshall, Leroy <Leroy.Marshall@srwmd.org>
Sent: Sunday, September 30, 2018 9:24 PM
To: Tim Sagul
Cc: John Maxfield
Subject: RE: Savannah Station ERP001-21048-1

Tim,
The proposed approach is reasonable.

If you need anything else, please feel free to contact me.

Thanks

Leroy Marshall, P.E., PMP, CFM
Chief Professional Engineer
Suwannee River Water Management District
9225 County Road 49
Live Oak, Florida 32060
386.647.3124 (Direct)
800.226.1066 (Toll Free)
www.mysuwanneeriver.com

From: Tim Sagul <tims@chw-inc.com>
Sent: Thursday, September 27, 2018 9:54 AM
To: Marshall, Leroy <Leroy.Marshall@srwmd.org>
Cc: John Maxfield <JohnM@chw-inc.com>
Subject: Savannah Station ERP001-21048-1

Leroy:

We are currently working on Phase II of this project. An ERP was issued by SRWMD in 2006 for the first phase. The project is located in the City of Alachua on CR 235. I have attached a preliminary master plat showing two proposed dry retention areas that will be designed similar to what was done for Phase I. Approximately 15% of this phase will be set aside for the two dry retention areas. According to the SRWMD staff review back in 2006, Clay Coarsey indicated that the ponds in the neighboring subdivision were dry and that the on-site soils appeared suitable for retention.

The City has asked for confirmation from SRWMD that our approach to designing the stormwater management facilities for this phase is reasonable, recognizing it is subject to SRWMD approval during the design and permitting phase. After receiving preliminary plat approval, we intend to submit an ERP application packet to SRWMD towards the end of October. Can you please confirm via email that our approach to permitting this phase with SRWMD is appropriate to for the County? Please let me know if you have any questions.

Thanks,

TIM SAGUL, PE, CFM | Senior Engineer
t: (386) 518-5151 | **c:** (352) 275-7022
e: tims@chw-inc.com
w: www.chw-inc.com

JACKSONVILLE.GAINESVILLE.OCALA
t: (904) 619-6521 | 8563 Argyle Business Loop, Ste., 3, Jacksonville, FL 32244
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Ave., Ocala, FL 34470
PLANNING.DESIGN.SURVEYING.ENGINEERING.CONSTRUCTION.

All E-mail sent to and from this address may be public records. The Suwannee River Water Management District does not allow use of the District E-mail system and other equipment for non-business related purposes.

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

David Forest
23 Turkey Creek
Alachua, FL 32615

President, TCMOA
1000 Turkey Creek
Alachua, FL 32615

Linda Dixon
PO Box 115050
Gainesville, FL 32611

Craig Parenteau
FDEP
4801 Camp Ranch Road
Gainesville, FL 32641

Jeannette Hinsdale
PO Box 1156
Alachua, FL 32616

Lynn Coullias
7406 NW 126th Avenue
Alachua, FL 32616

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

Michele L. Lieberman
Interim County Manager
12 SE 1st Street
Gainesville, FL 32601

03975-003-000
HIRKO AARON C & LAURA W
12717 NW 157TH ST
ALACHUA, FL 32615

03905-002-001
BAUGH SOUTHEAST COOPERA...
SYSCO CORPORATION
ATTN TAX DEPARTMENT 1390 E...
HOUSTON, TX 77077

03905-003-000
WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

03975-007-000
SANDERSON BILL V & KIMBERL...
12517 NW 157TH ST
ALACHUA, FL 32615-6453

03903-010-024
LEWIS WILLIE J & PHIMETTO D
16002 NW PEGGY RD
ALACHUA, FL 32615

03975-006-000
HOWELL MICHAEL M
12605 NW 157TH ST
ALACHUA, FL 32615-6453

03904-000-000
CHASTEEN & FAIRCLOTH &, M...
26126 NW 182ND AVE
HIGH SPRINGS, FL 32643

03903-010-021
MCCHESNEY WAYNE D & ELLE...
PO BOX 1895
ALACHUA, FL 32616

03975-001-000
WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

03904-001-000
WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

03975-008-000
SANDERSON BILL V & KIMBERL...
12517 NW 157TH ST
ALACHUA, FL 32615-6453

92060-517-900
CSX TRANSPORTATION INC
500 WATER ST TAX DEPARTME...
JACKSONVILLE, FL 32202-4423

03975-004-000
DANSBY JONATHAN & CHERYL
PO BOX 754
ALACHUA, FL 32616

03975-009-000
DAMPIER BRIAN K
12503 NW 157TH ST
ALACHUA, FL 32615

03905-002-000
WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

03980-002-000
BAUGH SOUTHEAST COOPERA...
SYSCO CORPORATION
ATTN TAX DEPARTMENT 1390 E...
HOUSTON, TX 77077

03975-005-000
CALHOUN LYNNWOOD HEIRS
12613 NW 157TH ST
ALACHUA, FL 32615-6453

03903-010-009
ZEMON MICHAEL & DORIS NAD...
13207 NW 167TH TER
ALACHUA, FL 32615-8109

03903-010-023
GAY ANNE F LIFE ESTATE
PO BOX 606
ALACHUA, FL 32616-0606

03980-002-001
WACO OF ALABAMA INC
PO BOX 6937
JACKSONVILLE, FL 32236-6937

03975-002-000
JAMES, THOMAS L
12809 NW 157TH ST
ALACHUA, FL 32615-6454

03903-010-010
BAYLES HOWARD LAWRENCE ...
PO BOX 586
ALACHUA, FL 32616-0586

03980-020-077
CURL KENNETH WADE & JACQ...
15945 NW 122ND LANE
ALACHUA, FL 32615

03984-000-000
GAVIGAN & GAVIGAN
25348 CARNOUSTIE DR
SORRENTO, FL 32776-9654

03981-005-001
HALBROOK JAMES RONALD JR...
11306 NW 161ST ST
ALACHUA, FL 32615

03980-020-088
ATKINSON, CAMERON & SARA...
12253 NW 158TH ST
ALACHUA, FL 32615-0269

03980-020-001
CRUZ & GARCIA H/W
12282 NW 162ND DR
ALACHUA, FL 32615

03980-020-043
ANDERSON AMANDA
15984 NW 121ST LN
ALACHUA, FL 32615

03980-020-040
SIMMONS ROBERT JR
15924 NW 121ST LN
ALACHUA, FL 32615

03980-020-024
SAVANNAH STATION
4510 NW 6TH PLACE 3RD FLOO...
GAINESVILLE, FL 32607

03980-020-103
WHITE MONICA L
2242 NW 29TH AVE
GAINESVILLE, FL 32605

03980-020-099
INFANTINO MICHAEL J & KELLY...
15956 NW 122ND LN
ALACHUA, FL 32615

03905-002-001
BAUGH SOUTHEAST COOPERA...
SYSCO CORPORATION
ATTN TAX DEPARTMENT 1390 E...
HOUSTON, TX 77077

03980-020-090
SUAREZ, GEORGE E & ANNE E
2088 JACKSON RIDGE COVE
KENNESAW, GA 30144

03980-020-087
BURDGE DEAN C & MARIE N
12233 NW 158TH ST
ALACHUA, FL 32615-0269

03980-020-070
,

03980-020-027
FLETCHER CONSTRUCTION LL...
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

03980-020-048
ENTRUST HOLDINGS LLC
4021 A NE 2ND WAY
GAINESVILLE, FL 32609

03980-020-105
RAIFORD GEORGE
16070 NW 122ND LN
ALACHUA, FL 32615

04008-003-000
BRANDON-TURNER & TURNER ...
933 NORTH CLARA AVE
DELAND, FL 32720

03980-020-021
THOMPSON & WELLS
16093 NW 121ST LN
ALACHUA, FL 32615

03980-020-071
MYER, DEANNE
16051 NW 122ND LN
ALACHUA, FL 32615-0221

03980-020-082
CHAPMAN AARON C & RONNIC...
15869 NW 122ND LN
ALACHUA, FL 32615

03980-020-081
BROCK AMANDA S
7142 NW 121ST AVE
ALACHUA, FL 32615

04008-003-001
VINCENT MILTON BRIEN & BRE...
16919 NW 110TH AVE
ALACHUA, FL 32615-6626

03980-003-004
ESKRIDGE, MARTY R
14705 MAIN ST
ALACHUA, FL 32615-8596

03980-003-053
WIGGLESWORTH ERNEST BAR...
11923 NW 164TH TER
ALACHUA, FL 32615-6460

03980-020-035
JASINSKI & JASINSKI
12151 NW 158TH ST
ALACHUA, FL 32615

03980-020-107
VIRGA, ROSE
20415 NW 113TH WAY
ALACHUA, FL 32615

03980-003-001
MCDONALD & MCDONALD
15824 OPEN SKY WAY
COLORADO SPRINGS, CO 8090...

03980-020-095
MOHR JENNIFER M
15882 NW 122ND LANE
ALACHUA, FL 32615

03980-020-044
CYR & ELLIOT
16022 NW 121ST LN
ALACHUA, FL 32615

03980-020-067
ROWE JULIUS M
16127 NW 122ND LN
ALACHUA, FL 32615

03980-020-084
THAO & WOOD W/H
15839 NW 122ND LN
ALACHUA, FL 32615

03980-003-006
PARRIS R SCOTT & LYLA A
11914 NW 164TH TER
ALACHUA, FL 32615-6459

03980-020-097
BEAUCHAMP & POTTER
15926 NW 122ND LN
Alachua, FL 32615

03981-004-007
STREIT, W J
16414 NW 110TH AVE
ALACHUA, FL 32615-6621

03975-015-000
TARA VILLAGE INC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03980-020-083
ANDRADE & MCNIFF
3319 MARBLE CREST DR
LAND O LAKES, FL 34638-6082

03980-020-041
FORTNER SCOTT W & LISA W
15944 NW 121ST LN
ALACHUA, FL 32615

03980-003-007
JARMON RANDALL L
11908 NW 164TH TER
ALACHUA, FL 32615

04008-004-000
CRUSE & CRUSE & STORMANT
PO BOX 126
ALACHUA, FL 32616

03980-020-085
SILVA CLAUDIA ELIZA
15819 NW 122ND LN
ALACHUA, FL 32615

03980-003-005
BOYD CECIL KAY
11920 NW 164TH TER
ALACHUA, FL 32615

03980-020-038
FLETCHER CONSTRUCTION LL...
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

03980-020-089
SOUTHWELL, RYAN P
12273 NW 158TH ST
ALACHUA, FL 32615

03975-007-000
SANDERSON BILL V & KIMBERL...
12517 NW 157TH ST
ALACHUA, FL 32615-6453

04008-005-004
JOHNS TIMOTHY CALVIN & SHA...
16333 NW 110TH AVE
ALACHUA, FL 32615-6624

03975-014-000
BURLEY THERESE K
12221 NW 157TH ST
ALACHUA, FL 32615-6446

03980-020-025
ZAVOCKI EDNA MAE TRUSTEE
15931 NW 121ST LN
ALACHUA, FL 32615-0209

92060-517-900
CSX TRANSPORTATION INC
500 WATER ST TAX DEPARTME...
JACKSONVILLE, FL 32202-4423

03980-020-100
WHITE BRENDA
15976 NW 122ND LN
ALACHUA, FL 32615

03975-012-000
HUNT ODELL P & RUTHA R
12315 NW 157TH ST
ALACHUA, FL 32615-6452

03980-020-034
REYES VICTOR
15740 NW 121ST LN
ALACHUA, FL 32615

03980-020-094
PUCKETT ANDREW
15862 NW 122ND LN
ALACHUA, FL 32615

03980-020-049
,

03997-006-000
HURST J B & GAIL
PO BOX 1195
ALACHUA, FL 32616-1195

04008-001-001
AUGSPURG JASON R & JANET ...
16825 NW 110TH AVE
ALACHUA, FL 32615

03981-004-006
STREIT WOLFGANG J
16414 NW 110TH AVE
ALACHUA, FL 32615

03980-020-050
CRISTELLI BARBARA
16176 NW 121ST LN
ALACHUA, FL 32615-0212

03980-020-022
MORRIS NICOLE
16053 NW 121ST LN
ALACHUA, FL 32615

03980-020-101
LANGSTON BRUCE & STEPHEN...
15996 NW 122ND LN
ALACHUA, FL 32615

03980-020-075
GLASS DEBRA LYNN
15975 NW 122ND LN
ALACHUA, FL 32615-0219

03981-006-000
OWENS HAROLD JAMES BOBBI...
11418 NW 161ST ST
ALACHUA, FL 32615-6456

03975-013-000
MCGEE HELEN RIVERS
12307 NW 157TH ST
ALACHUA, FL 32615-6452

03980-020-002
WEBER & WEIST
12272 NW 162ND DR
ALACHUA, FL 32615

03981-008-000
WEAVER, WILLIAM R & BEVERL...
8461 SW 129TH TERRACE RD
DUNNELLON, FL 34432-3522

03980-020-066
WILLOUGHBY LEE K
16147 NW 122ND LANE
ALACHUA, FL 32615

03980-020-004
KUBO KOKI & YADIRA
12252 NW 162ND DR
ALACHUA, FL 32615-0202

03981-005-002
HARRELL, VAUGHN R
11218 NW 161ST ST
ALACHUA, FL 32615-6455

03980-020-065
SHANNON MARGARET L
16157 NW 122ND LN
ALACHUA, FL 32615

03980-020-092
LUKERT MARK D
15842 NW 122ND LN
ALACHUA, FL 32615-0216

03980-020-036
SAVANNAH STATION
4510 NW 6TH PLACE 3RD FLOO...
GAINESVILLE, FL 32607

03980-020-076
OWLAPOM LLC
18819 NW 72ND AVE
ALACHUA, FL 32615

03980-020-074
PERRY DAVID C
15995 NW 122ND LN
Alachua, FL 32615

03980-020-096
PERRY LAURA
15906 NW 122ND LN
ALACHUA, FL 32615-0218

03975-010-000
HUDSON RANDALL NEIL & BRO...
12419 NW 157TH ST
ALACHUA, FL 32615

03975-006-000
HOWELL MICHAEL M
12605 NW 157TH ST
ALACHUA, FL 32615-6453

03980-020-069
RASSEL, ROBERT O & MARGA...
16091 NW 122ND LN
Alachua, FL 32615-0221

03980-020-063
,

03980-020-091
DUNCAN KAYLENE D
15832 NW 122ND LN
ALACHUA, FL 32615

03980-020-047
OWLAPOM LLC
18819 NW 72ND AVE
ALACHUA, FL 32615

03980-020-102
ALLIGOOD & BEVILLE
16010 NW 122ND LN
ALACHUA, FL 32615

03980-003-054
EFUNBUMI ORISATALABI
12017 NW 164TH TER
ALACHUA, FL 32615

03980-003-009
GRISHAM & VERMILLION
16337 NW 118TH PL
ALACHUA, FL 32615-6425

03980-020-039
LABOY ALICIA
15888 NW 121ST LN
ALACHUA, FL 32615

03980-020-003
CZOCHANSKI & KIM-CZOCHAN...
15 TENNESSEE
IRVINE , CA 92606

03980-020-064
PARENT KAREN H
16177 NW 122ND LN
ALACHUA, FL 32615-0223

03980-020-080
SALAMON JUDY
15889 NW 122ND LN
ALACHUA, FL 32615

03980-020-042
FLETCHER CONSTRUCTION LL...
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

03980-020-028
FLETCHER CONSTRUCTION LL...
4510 NW 6TH PL 3RD FLOOR
GAINESVILLE, FL 32607

03974-004-000
TARA VILLAGE INC
7717 NW 20TH LN
GAINESVILLE, FL 32605

03980-003-052
BOYETTE BETTY
16326 NW 118TH PL
ALACHUA, FL 32615

03980-003-002
CAICEDO EDGAR H & FRANCI
12012 NW 164TH TER
ALACHUA, FL 32615

03975-008-000
SANDERSON BILL V & KIMBERL...
12517 NW 157TH ST
ALACHUA, FL 32615-6453

03980-020-032
SAVANNAH STATION
4510 NW 6TH PLACE 3RD FLOO...
GAINESVILLE, FL 32607

92060-517-900
CSX TRANSPORTATION INC
500 WATER ST TAX DEPARTME...
JACKSONVILLE, FL 32202-4423

03975-004-000
DANSBY JONATHAN & CHERYL
PO BOX 754
ALACHUA, FL 32616

03980-020-078
THOMPSON WILLIAM F & REBE...
15925 NW 122ND LN
ALACHUA, FL 32615

03980-020-072
MCGRAW & MONTANARELLA
16031 NW 122ND LN
ALACHUA , FL 32615

03980-020-086
FISHER RONALD P
12171 NW 158TH ST
ALACHUA, FL 32615-0269

03980-020-104
PATTERSON DAKOTA RENE
16050 NW 122ND LN
ALACHUA, FL 32615

04008-005-000
CLARK C T
PO BOX 126
ALACHUA, FL 32616-0126

03980-020-023
ROWSEY COLTON & OCTAVIA
16013 NW 121ST LN
ALACHUA, FL 32615

03975-009-000
DAMPIER BRIAN K
12503 NW 157TH ST
ALACHUA, FL 32615

03980-003-003
GOLDEN HAMMER CONSTRUC...
4033 NW 97TH BLVD STE B
GAINESVILLE, FL 32606

03905-002-000
WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

03980-020-033
PENDLETON & TREWEEK
15710 NW 121ST LN
ALACHUA, FL 32615

03980-002-000
BAUGH SOUTHEAST COOPERA...
SYSCO CORPORATION
ATTN TAX DEPARTMENT 1390 E...
HOUSTON, TX 77077

03980-020-046
SCOTT KRISTIN N
16082 NW 121ST LN
ALACHUA, FL 32615

03975-005-000
CALHOUN LYNNWOOD HEIRS
12613 NW 157TH ST
ALACHUA, FL 32615-6453

03983-000-000
WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

03997-005-000
PADGETT CAROLYN S
10714 NW 173RD ST
ALACHUA, FL 32615

03980-020-026
FLETCHER CONSTRUCTION L...
4510 NW 6TH PLACE 3RD FLOO...
GAINESVILLE, FL 32607

03981-004-005
SULAK KENNETH J & MARSHA ...
16328 NW 110TH AVE
ALACHUA, FL 32615-6494

03980-020-073
ANCTIL PAULINE G
16011 NW 122ND LN
ALACHUA, FL 32615

03980-020-005
GRANITE HILL HOLDINGS LLC
20109 NW 113TH WAY
ALACHUA, FL 32615

03980-020-098
HANEY MICHAEL L II & JOETTA ...
15946 NW 122ND LN
Alachua, FL 32615

03980-010-022
STEWART WILLIAM O & JOSIE ...
16324 NW 120TH PL
ALACHUA, FL 32615-6673

03980-003-010
BERG JEFFERY E & RENEE D
16329 NW 118TH PL
ALACHUA, FL 32615

03981-007-000
LEWIS SHEREE WILSON
11636 NW 161ST ST
ALACHUA, FL 32615

03980-020-045
DILLARD HARRY & JAMIE
16052 NW 121ST LN
ALACHUA, FL 32615

03980-020-037
WILLIAMS BLAKE & JENNIFER ...
15848 NW 121ST LANE
ALACHUA, FL 32615

03980-020-079
GAINES & GAINES
15905 NW 122ND LN
ALACHUA, FL 32615

04008-005-005
CLARK PAUL N
16817 NW 110TH AVE
ALACHUA, FL 32615

03980-020-106
TURNER JACQUELYN
16090 NW 122ND LN LOT 106
ALACHUA, FL 32615

03980-020-000
SAVANNAH STATION
4510 NW 6TH PLACE 3RD FLOO...
GAINESVILLE, FL 32607

03975-011-000
JESSUP WILLIAM J III & SARAH ...
12401 NW 157TH ST
ALACHUA, FL 32615

03980-001-000
CORBETT MARY SK
12220 NW 157TH ST
ALACHUA, FL 32615

03980-020-029
MOORE ROBERT J
15777 NW 121ST LN
ALACHUA, FL 32615

03980-003-008
FREDERICK JULIE
11902 NW 164TH TER
Alachua, FL 32615

03980-002-001
WACO OF ALABAMA INC
PO BOX 6937
JACKSONVILLE, FL 32236-6937

03980-020-068
MILNOR KAREN L
16107 NW 122ND LN
ALACHUA, FL 32615

04008-003-005
ADAMS, JIMMY
16945 NW 110TH AVE
ALACHUA, FL 32615

03980-020-093
ZDZIARSKI CHERI L
15852 NW 122ND LN
ALACHUA, FL 32615

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Time: 6:00pm on Wednesday, August 29, 2018

Location: CHW office, 11801 Research Drive, Alachua, FL 32615

Contact: Josh Highlander, PE, CGC, Vice President of Engineering and Construction
(352) 331-1976

CHW
Professional Consultants

TODAY IN HISTORY

In **1846**, the American flag was raised for the first time in Los Angeles.
In **1910**, Florence Nightingale, the founder of modern nursing, died in London at age 90.
In **1932**, Adolf Hitler rejected the post of vice chancellor of Germany, saying he was prepared to hold out "for all or nothing."
In **1942**, Walt Disney's animated feature "Bambi" had its U.S. premiere at Radio City Music Hall in New York, five days after its world premiere in London.
In **1967**, the crime caper biopic "Bonnie and Clyde," starring Warren Beatty and Faye Dunaway, had its U.S. premiere; the movie, directed by Arthur Penn, was considered shocking as well as innovative for its graphic portrayal of violence.
In **1979**, Lou Brock of the St. Louis Cardinals became the 14th player in major league baseball history to reach the 3,000th career hit plateau as his team defeated the Chicago Cubs, 3-2.
In **1981**, in a ceremony at his California ranch, President Ronald Reagan signed a historic package of tax and budget reductions.

TODAY'S BIRTHDAYS
Actor **Kevin Tighe** is 74. Former Federal Reserve Chair **Janet Yellen** is 72. Opera singer **Kathleen Battle** is 70. High wire aerialist **Philippe Petit** is 69. Hockey Hall of Famer **Bobby Clarke** is 69. Golf Hall of Famer **Betsy King** is 63. Movie director **Paul Greengrass** is 63. Actor **Danny Bonaduce** is 59. TV weatherman **Sam Champion** is 57. Actress **Dawnn Lewis** is 57. Actor **John Slattery** is 56. Actress **Debi Mazar** is 54. Actress **Quinn Cummings** is 51. Actress **Seana Kofoed** is 48. Country singer **Andy Griggs** is 45.

LOTTERY
Sunday, Aug. 12
Pick 2
Early drawing: 0-7
Night drawing: 0-1
Pick 3
Early drawing: 0-5-2
Night drawing: 1-2-1
Pick 4
Early drawing: 4-5-5-1
Night drawing: 2-9-2-5
Pick 5
Early drawing: 2-1-5-6-1
Night drawing: 6-4-8-2-6
Fantasy 5
14-19-26-29-31

Saturday's Results
Lotto
5-9-31-39-42-51
Match...Payoff...Winners
6-of-6...$3.5M...0
5-of-6...$9,171...10
4-of-6...$77...870
3-of-6...$5...18,581
Fantasy 5
4-7-9-12-25
Match...Payoff...Winners
5-of-5...$25,208.37...9
4-of-5...$75.50...484
3-of-5...$7.50...13,459

US advising Afghan forces in battle for eastern city

By Rahim Faiez and Kathy Gannon
The Associated Press

In this June 16 photo, Taliban fighters ride motorbikes inside Ghazni city, capital of Ghazni province, west of Kabul, Afghanistan. An Afghan official said Sunday that security forces are battling the Taliban for the third straight day following a massive insurgent attack into the key city of Ghazni. [ASSOCIATED PRESS FILE PHOTO]

KABUL, Afghanistan – The United States has sent military advisers to aid Afghan forces in Ghazni, where they were struggling on Sunday to regain full control three days after the Taliban launched a massive assault on the eastern city.

The assault was a major show of force by the Taliban, who had infiltrated deep into the city and attacked from several directions. In recent years the insurgents have seized several districts across the country and staged near-daily attacks on Afghan security forces, but have been unable to capture and hold urban areas.

The U.S.-led NATO mission has carried out airstrikes in support of Afghan forces. Lt. Col. Martin O'Donnell, a spokesman for U.S. forces in Afghanistan, said Afghan forces were engaged in a "cleanup operation," while acknowledging for the first time that "some U.S. advisers were on the ground."

The U.S. and NATO formally concluded their combat mission at the end of 2014, but have repeatedly come to the aid of Afghan forces as they have struggled to combat a resurgent Taliban. The insurgents have meanwhile been steadily increasing their political profile, demanding direct talks with Washington and recently meeting with officials in neighboring Uzbekistan.

Ghazni, a key city linking areas of Taliban influence barely 120 kilometers (75 miles) from the capital, Kabul, came under attack early Friday. The Taliban claim to have seized parts of the city, while Afghan officials insist the situation is under control. The Taliban have destroyed a communications tower, severing phone links and making it difficult to confirm details of the fighting.

Afghanistan's Tolo News reported that a reinforcement convoy of Afghan forces was ambushed Sunday as it made its way from neighboring Paktia province to Ghazni. They were hunkered down about 80 kilometers (50 miles) from Ghazni, it said.

The assault on Ghazni began as the head of the Talban's political office was wrapping up a rare diplomatic foray in Uzbekistan. Sher Mohammad Abbas Stanikzai held meetings with Uzbekistan's Foreign Minister Abdulaziz Kamilov and other officials.

The Taliban's four-day trip to Uzbekistan, which ended Friday, was the strongest sign yet of the group's growing regional clout, while the Ghazni assault has highlighted its military prowess.

Gen. Sharif Yaftali, the Afghan military's chief of staff, said Sunday that all strategic and government offices in Ghazni are still under government control. He said the insurgents were holed up in residential areas, and predicted that Ghazni would be cleared and the highway to Kabul reopened in a couple days.

But the Taliban appeared to have seized large parts of the city and held them despite a blistering assault by Afghan troops backed by U.S. helicopter gunships, fighter jets and drones. The Taliban have uploaded videos on social media showing captured army vehicles and insurgents walking around and chatting with each other on empty, quiet streets.

Afghan President Ashraf Ghani is said to be considering a cease-fire offer for the upcoming Muslim holiday of Eid al-Adha. A three-day holiday cease-fire in June brought rare quiet to much of the country, but the Taliban rejected a government request to extend it.

Instead, they appear intent on seeking a position of strength ahead of expected talks with the United States, which has been at war in Afghanistan for nearly 17 years.

The Taliban say they met with Alice Wells, the top U.S. diplomat for South Asia, in Qatar last month for preliminary talks. Washington neither confirmed nor denied the meeting, but acknowledged Wells was in Qatar, where the Taliban maintain an office. The Taliban said they expect another round of talks.

Andrew Wilder, vice president of Asia programs at the U.S. Institute of Peace, said the Taliban's attack on Ghazni was "a well-timed effort to demonstrate their military power to strengthen their negotiating position prior to another cease-fire and in the event of peace talks."

O'Donnell, the U.S. military spokesman, said the Taliban achieved nothing from the Ghazni assault "except another eye-catching, but inconsequential headline."

But Daniel Markey, a professor at the Johns Hopkins School of Advanced International Studies, said U.S. policymakers should be concerned.

"NATO is eager to claim that this was a strategically inconsequential but headline-grabbing attack," something he said was "debatable in terms of on-the-ground military strategy."

"But these headlines obviously reinforce the urgency felt by policymakers in the Trump administration to find a path toward progress with the current approach before the president pulls the plug and does something more dramatic."

Blast in northern Syria kills at least 36

The Associated Press

BEIRUT – An explosion in northern Syria killed at least 36 people Sunday and wounded many others, but the cause of the blast wasn't immediately known, opposition activists said.

The opposition-run Syrian Civil Defense, first responders also known as the White Helmets, said the blast occurred in the village of Sarmada near the Turkish border, killing 36 people and wounding many others. The explosion collapsed two five-story buildings, burying many of the victims, it said.

The Britain-based Syrian Observatory for Human Rights put the death toll at 39, including 21 women and children.

An opposition media collective known as the Smart news agency, said the dead included civilians as well as members of the al-Qaida-linked Levant Liberation Committee.

The Observatory said an arms depot in the basement of a building had detonated. It said the depot was run by an arms dealer close to the Levant Liberation Committee.

Meanwhile, Syrian government forces fighting rebels in Idlib province have sent more reinforcements ahead of a potential offensive on the last major rebel stronghold in Syria.

The pro-government Al-Watan daily said Sunday that huge military reinforcements have reached the outskirts of Idlib province as a preliminary step to launch a wide-scale offensive.

Quoting military sources, the paper said that troops have reached the northern countryside of the neighboring Hama province as part of military preparations to recapture Idlib province.

The expected offensive on Idlib comes after government forces captured major rebel strongholds earlier this year near the capital Damascus and in the southern provinces of Daraa and Quneitra.

Corruption scandals could change Peru political system

By Simeon Tegel
The Washington Post

LIMA, Peru – When President Martín Vizcarra pledged in his inauguration speech in March to fight "at any cost" the corruption braking Peru's economic growth and undermining faith in its democratic institutions, the response here was a collective shrug.

For as long as most Peruvians can remember, incoming heads of state have made similar promises but then done little to actually tackle the cancer of systemic graft. Meanwhile, Vizcarra, who had been serving as vice president as well as ambassador to Canada before replacing disgraced leader Pedro Pablo Kuczynski, was widely viewed as an accidental president. He appeared to lack the charisma needed to confront Peru's entrenched interests, particularly the conservative Popular Force party of Keiko Fujimori, which dominates the legislature and fervently defends the status quo.

But Vizcarra's decisive response to a graft scandal engulfing the highest tiers of the judiciary - proposing a referendum to reform the political and legal systems - has some Peruvians talking of a once-in-a-lifetime opportunity to restore integrity to public life and revive citizens' waning faith in democracy.

For them, the referendum holds the promise of shaking up an institutional landscape in which bribery is rampant, the courts frequently reach surprise verdicts that favor apparent criminals, and congress lurches from one scandal to another, to the point where its approval rating is close to dipping into single digits.

The proposed plebiscite also appears to cleverly break the deadlock created by a weak executive besieged by a hostile legislature that has plagued Peru since the July 2016 elections. According to a study by anti-graft group Transparency International, the judiciary and congress are viewed, by far, as Peru's two most corrupt institutions.

The referendum, which must be approved by congress, would allow Peruvians to vote to strictly regulate the private financing of political parties; reform the National Council of Magistrates (CNM), the panel that appoints judges and prosecutors; prohibit the reelection of members of congress; and create a senate to act as a check on Peru's current single legislative chamber.

Public Notice

The City of Gainesville Department of Doing will hold a neighborhood workshop to discuss land use and zoning changes that the City is proposing. The proposal is to change the land use and zoning categories of the Oaks Mall (approximately 80.9 acres in total) from Commercial (C) and General business district (BUS) to Urban Mixed-Use (UMU): up to 60 units/acre and up to 20 additional units/acre by Special Use Permit, and U8 (Urban 8). This developed property is located at the southwest corner of the intersection of W Newberry Road (S.R. 26) and NW 62nd ST. The purpose of the meeting is to get input from property owners and interested members of the public. The meeting will be held on Tuesday, August 28, 2018 at 6:00 p.m. inside the Oaks Mall (6419 W. Newberry Road Gainesville, FL 32605) in the court area next to Dillards department store. Contact the Department of Doing at (352) 334-5022 (or by email at cogplanning@cityofgainesville.org) for more information.

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Contact: Josh Highlander, PE, CGC,
Vice President of Engineering and Construction
(352) 331-1976

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WWW.CHW-INC.COM

MEMORANDUM

To: Neighbors of Savannah Station 17-0293

From: Josh Highlander, PE, CGC, Vice President of Engineering and Construction

Date: Monday, August 13, 2018

RE: Neighborhood Meeting Public Notice

A Neighborhood Meeting will be held to discuss a Major Subdivision application on ±45 acres (A portion of Alachua County Tax Parcels 03980-002-001 and 03905-002-000). The site is Savannah Station, Phase 2, which is located along CR 235, between NW 157th Street and NW 123rd Avenue in the City of Alachua. The intent is to continue the Savannah Station subdivision with similar single-family detached residential housing units.

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Time: **6:00 p.m.**

Place: **CHW office**
11801 Research Drive, Alachua, FL 32615

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(352) 331-1976

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CHW
Professional Consultants

Savannah Station Phase II

Major Subdivision Application

Neighborhood Meeting
August 29, 2018

17-0293

Meeting Purpose

- City of **Alachua requires Subdivision applicants** to host a neighborhood meeting.
- The meeting's **purpose is to inform neighbors** of the proposed development's nature **and to get feedback** early in the development process.
- This meeting provides the applicant with an **opportunity to mitigate concerns** prior to the application's submission.

Public Notification

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Professional Consultants

JACKSONVILLE | GAINESVILLE | OCALA
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TODAY IN HISTORY

US advising Afghan forces in battle for eastern city

By Robin Faiez and Kathy Gannon
The Associated Press

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Instead, they appear intent on seeking a position of strength ahead of expected talks with the United States, which insisted at wars in Afghanistan for nearly 17 years.

The Taliban say they met with Alice Wells, the top U.S. diplomat for South Asia, in Qatar last month for preliminary talks. Washington neither confirmed nor denied the meeting, but acknowledged Wells was in Qatar, where the Taliban maintain an office. The Taliban said they expect another round of talks.

Andrew Wilder, vice president of the programs at the U.S. Institute of Peace, said the Taliban's attack on Ghazni was "a well-timed effort to demonstrate their military power to the Afghan finite negotiating position prior to another cease-fire and in the event of peace talks."

O'Donnell, the U.S. military spokesman, said the Taliban achieved nothing from the Ghazni assault "except another eye-catching, but inconsequential headline."

But Daniel Markey, a professor at the Johns Hopkins School of Advanced International Studies, said U.S. policymakers should be concerned.

"NATO is eager to claim that this was a strategically inconsequential but headline-grabbing attack," something he said was "debatable in terms of on-the-ground military strategy."

"But those headlines obviously reinforce the urgency felt by policymakers in the Trump administration to find a path forward prioritized with the current approach before the president pulls the plug and does something more dramatic."

In this June 15 photo, Taliban fighters ride motorbikes inside Ghazni city, capital of Ghazni province, west of Kabul, Afghanistan. An Afghan official said Sunday that security forces are battling the Taliban for the third straight day following a massive insurgent attack into the key city of Ghazni. (ASSOCIATED PRESS FILE PHOTO)

Blast in northern Syria kills at least 36

The Associated Press

BEIRUT — A suicide bomber in northern Syria killed at least 36 people Sunday and wounded many others, but the cause of the blast wasn't immediately known, opposition activists said.

The opposition-run Syrian Civil Defense, first responders also known as the White Helmets, said the blast occurred in the village of Sermada near the Turkish border, killing 35 people and injuring many others. The explosion collapsed two five-story buildings, burying many of the victims, it said.

The Britain-based Syrian Observatory for Human Rights put the death toll at 36, including 21 women and children.

An opposition media collective known as the Smart news agency, said the dead included civilians as well as members of the al-Qaida-linked Levant Liberation Committee.

The Observatory said an arms depot in the basement of a building had detonated. It said the depot was run by an arms dealer close to the Levant Liberation Committee.

Meanwhile, Syrian government forces fighting rebels in Idlib province have sent more reinforcements and a potential offensive on the last major rebel stronghold in Syria.

The pro-government Al-Watan daily said Sunday that huge military reinforcements have reached the outskirts of Idlib province as a preliminary step to launch a wide-scale offensive.

Quoting military sources, the paper said that troops have reached the northern countryside of the neighboring Hama province as part of military preparations to recapture Idlib province.

The expected offensive on Idlib comes after government forces captured major rebel strongholds earlier this year near the capital, Damascus and in the southern provinces of Daraa and Quneitra.

Corruption scandals could change Peru political system

By Simeon Tegel
The Washington Post

LIMA, Peru — When President Martin Vizcarra pledged in his inaugural address in March to fight "at any cost" the corruption holding Peru's economic growth and undermining faith in its democratic institutions, the response here was a collective shrug.

For as long as most Peruvians can remember, incoming heads of state have made similar promises but then done little to actually tackle the cancer of systemic graft. Meanwhile, Vizcarra, who had been serving as vice president as well as ambassador to Canada before replacing disgraced leader Pedro Pablo Kuczynski, was widely viewed as an accidental president. He appeared to lack the charisma needed to confront Peru's entrenched interests, particularly the conservative Popular Force party of Keiko Fujimori, which dominates the legislature and fervently defends the status quo.

But Vizcarra's decisive response to a graft scandal signaling the highest ties of the judiciary — proposing a referendum to reform the political and legal systems — has some Peruvians talking of a once-in-a-lifetime opportunity to restore integrity to public life and revive citizens' waning faith in democracy.

For them, the referendum holds the promise of shaking up an institutional landscape in which bribery is rampant, the courts frequently reach surprise verdicts that favor apparent criminals, and congress has been from scandal to another, to the point where its approval ratings close to dipping into single digits.

The proposed plebiscite also appears to cleverly break the deadlock created by a weak executive besieged by a hostile legislature that has plagued Peru since the July 2016 elections. According to a study by anti-graft group Transparency International, the judiciary and congress are viewed, by far, as Peru's two most corrupt institutions.

The referendum, which must be approved by congress, would allow Peruvians to vote to strictly regulate the private financing of political parties; reform the National Council of Magistrates (CNM), the panel that appoints judges and prosecutors; prohibit the reelection of members of congress; and create a senate to act as a check on Peru's current single legislative chamber.

Public Notice

The City of Gainesville Department of Doing will hold a neighborhood meeting to discuss land use and zoning changes within the City's planning. The proposed zoning changes land use and zoning categories of the Date Rail approximately 15.4 acres in total from Commercial (C) and General Business Zoning (B-2) to Urban Mixed Use (UMU) up to 90 residential units per ac (D) additional residential by Special Use Permit, and UR (Urban R).

The Boulevard Property is located in the southeastern corner of the intersection of W Newberry Road (U.S. 441 and NW 62nd St). The purpose of the meeting is to get input from property owners and interested members of the public. This meeting will be held on Tuesday, August 27, 2018 at 6:00 pm, inside the Doing Hall (GPD) 30 NW 10th Avenue.

Property Road Gainesville, FL 32601 or the usual place used for Gainesville City Commission. The Department of Doing at (352) 334-5022 or by email at planning@cityofgainesville.org for more information.

Location: CHW office, 11801 Research Drive, Alachua, FL 32615
Contact: Josh Highlander, PE, CGC, Vice President of Engineering and Construction
(352) 331-1976

CHW

PUBLIC NOTICE

A Neighborhood Meeting will be held to discuss a Major Subdivision application on ±45 acres (A portion of Alachua County Tax Parcels 03905-002-000 and 03980-002-001). The site is Savannah Station Phase 2, which is located along CR 235, between NW 157th Street and 123rd Avenue in the City of Alachua. The intent is to continue the Savannah Station subdivision with similar single-family detached residential housing units.

This is not a public hearing. The purpose of this meeting is to inform the public about the nature of the proposal and seek their comments.

Time: 6:00pm on Wednesday, August 29, 2018

Location: CHW office, 11801 Research Drive, Alachua, FL 32615

Contact: Josh Highlander, PE, CGC, Vice President of Engineering and Construction
(352) 331-1976

CHW
Professional Consultants

Request & Intent

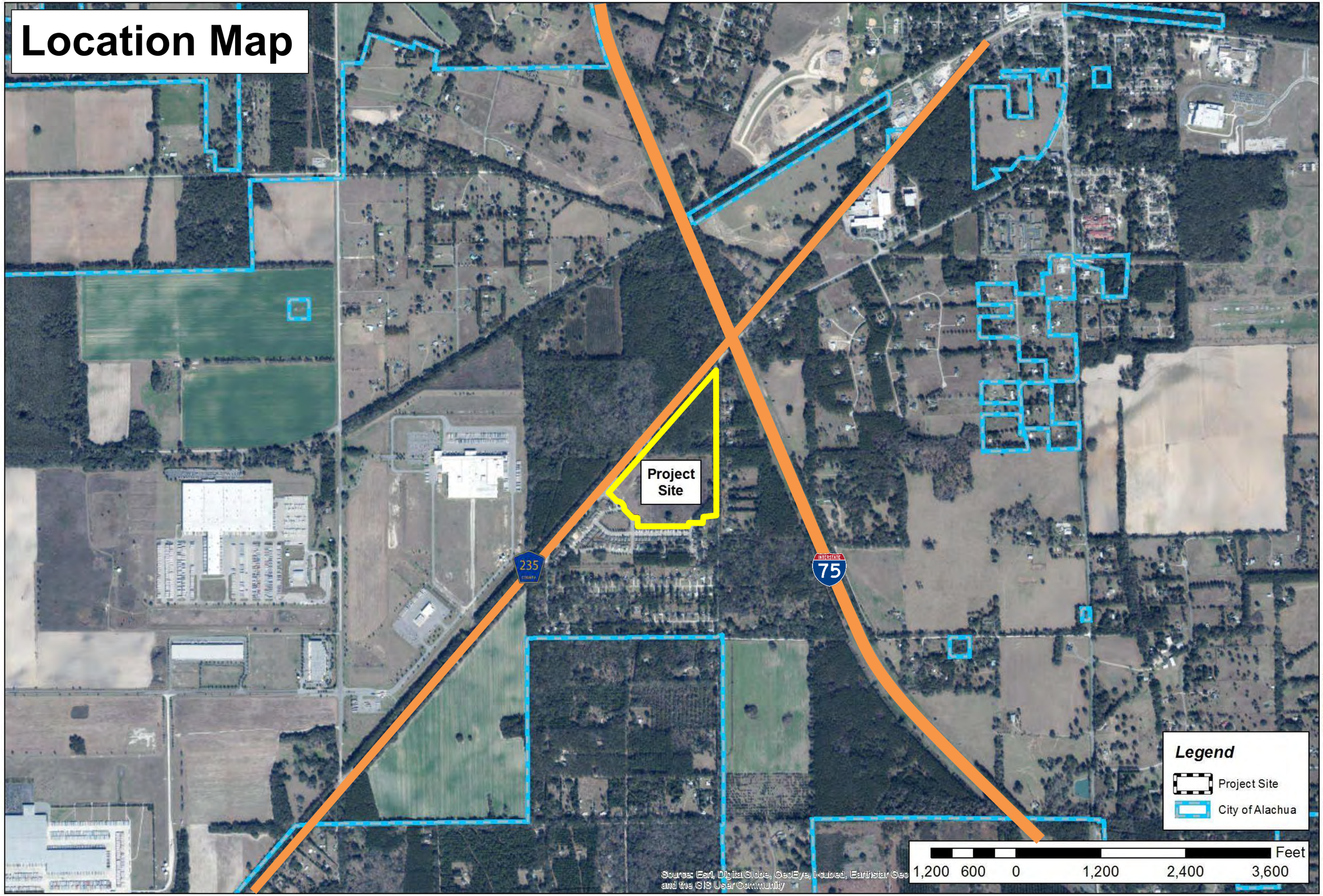
- Request:
  - A Major Subdivision application for a ±45-acre portion of Alachua County Tax Parcels 03980-002-001 and 03905-002-000.
- Intent:
  - To permit Savannah Station Phase 2, a single-family subdivision with detached units consistent with Phase 1.

Review Process

Milestone	Date (tentative)
Pre-application meeting with City	August 28, 2018
HERE Neighborhood Meeting	August 29, 2018
Submit **Preliminary Plat**	August 30, 2018
Submit **Construction Plans**	October 2018
Preliminary Plat Approval: Planning & Zoning Board (P&ZB)/City Commissioners	November 2018
Construction Plans Approval: LDR Administrator	December 2018
Submit **Final Plat**	December 2018
Final Plat Approval: City Commissioners	March 2019

ILLUSTRATION 1A:
CONTEXT MAP

Location Map



Savannah Station - Phase II
Major Subdivision Application

NORTH

Projection: NAD, 1983 State Plane
Units: Feet, Distance: Feet, Area: Sq. Feet
Projection: Lambert Conformal Conic
False Easting: 0.000000
False Northing: 0.000000
Central Meridian: -84.500000
Latitude of Origin: 29.000000
Standard Parallel 1: 30.750000
Standard Parallel 2: 29.583333
Datum: North American 1983
GCS: North American, 1983

Prepared by: Employee 446
Date: 1/2/2018

CHW
Professional Consultants

Document Path: L:\2017\17-0230\Planning\GIS\MXD\s1A.mxd

ILLUSTRATION 1B:
AERIAL MAP

Aerial Map

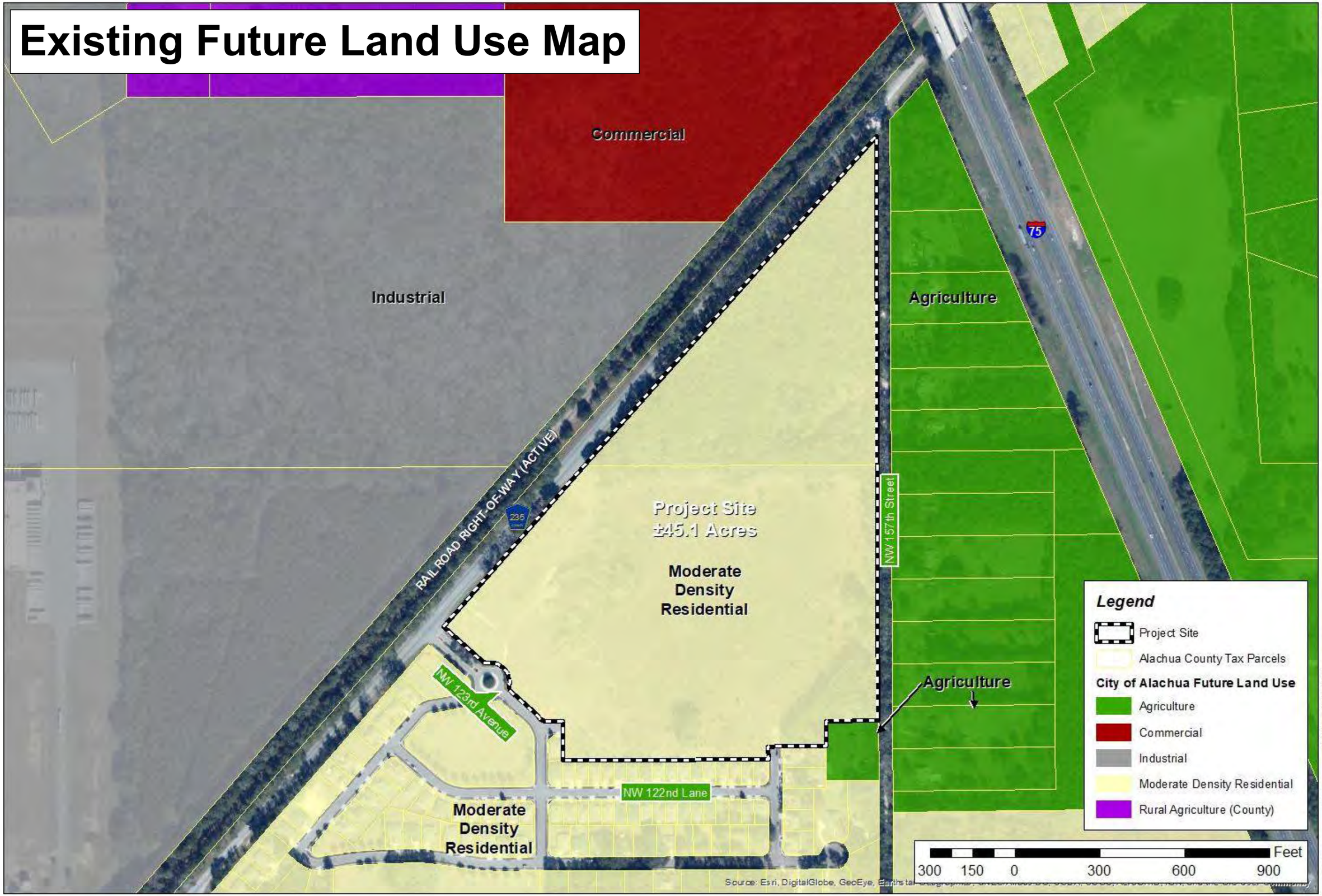
Savannah Station - Phase II
Major Subdivision Application

NORTH

CHM
Professional Consultants

Existing Future Land Use Map

ILLUSTRATION 2A: EXISTING FLU MAP



Savannah Station - Phase II
Major Subdivision Application

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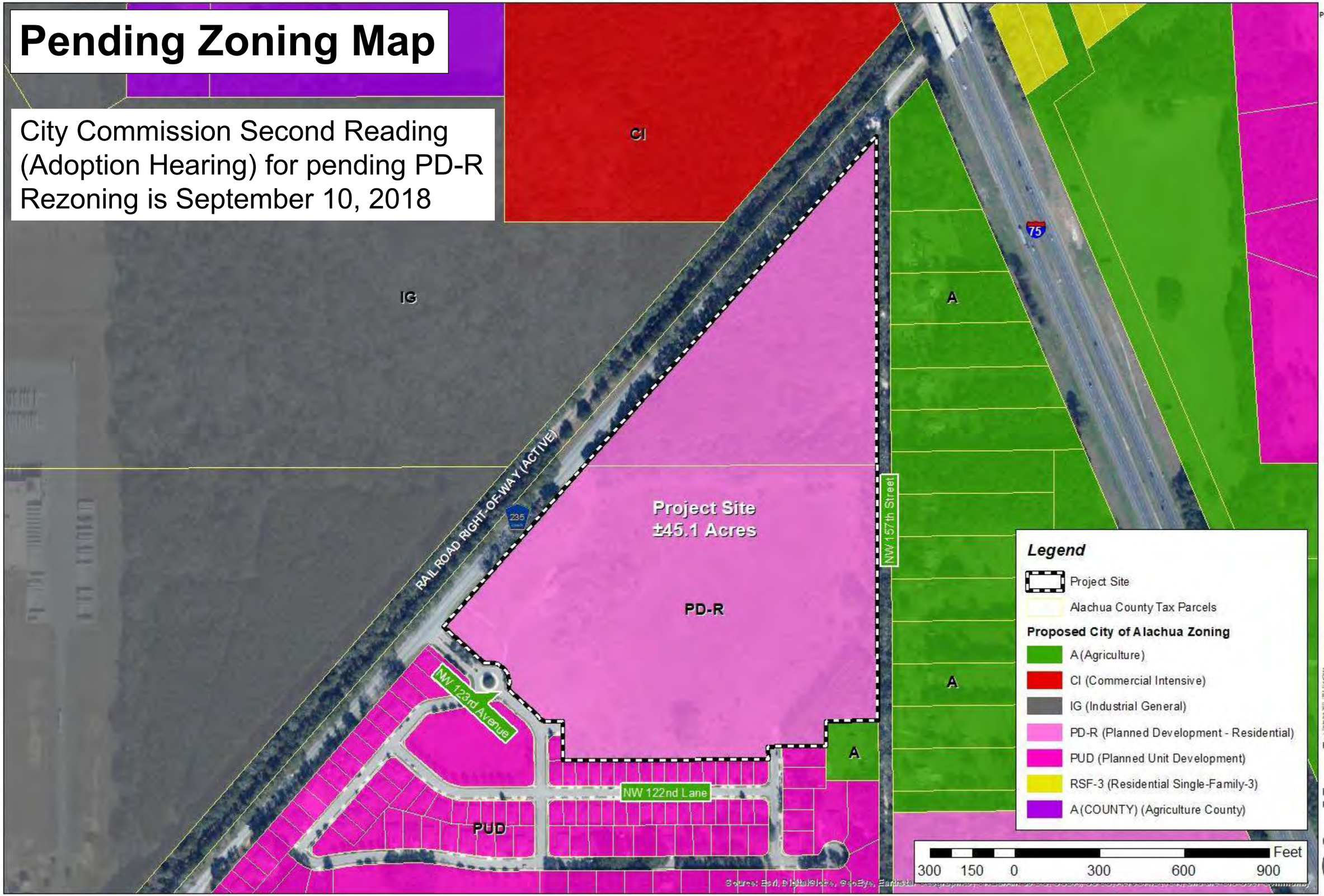
Pending Zoning Map

City Commission Second Reading (Adoption Hearing) for pending PD-R Rezoning is September 10, 2018

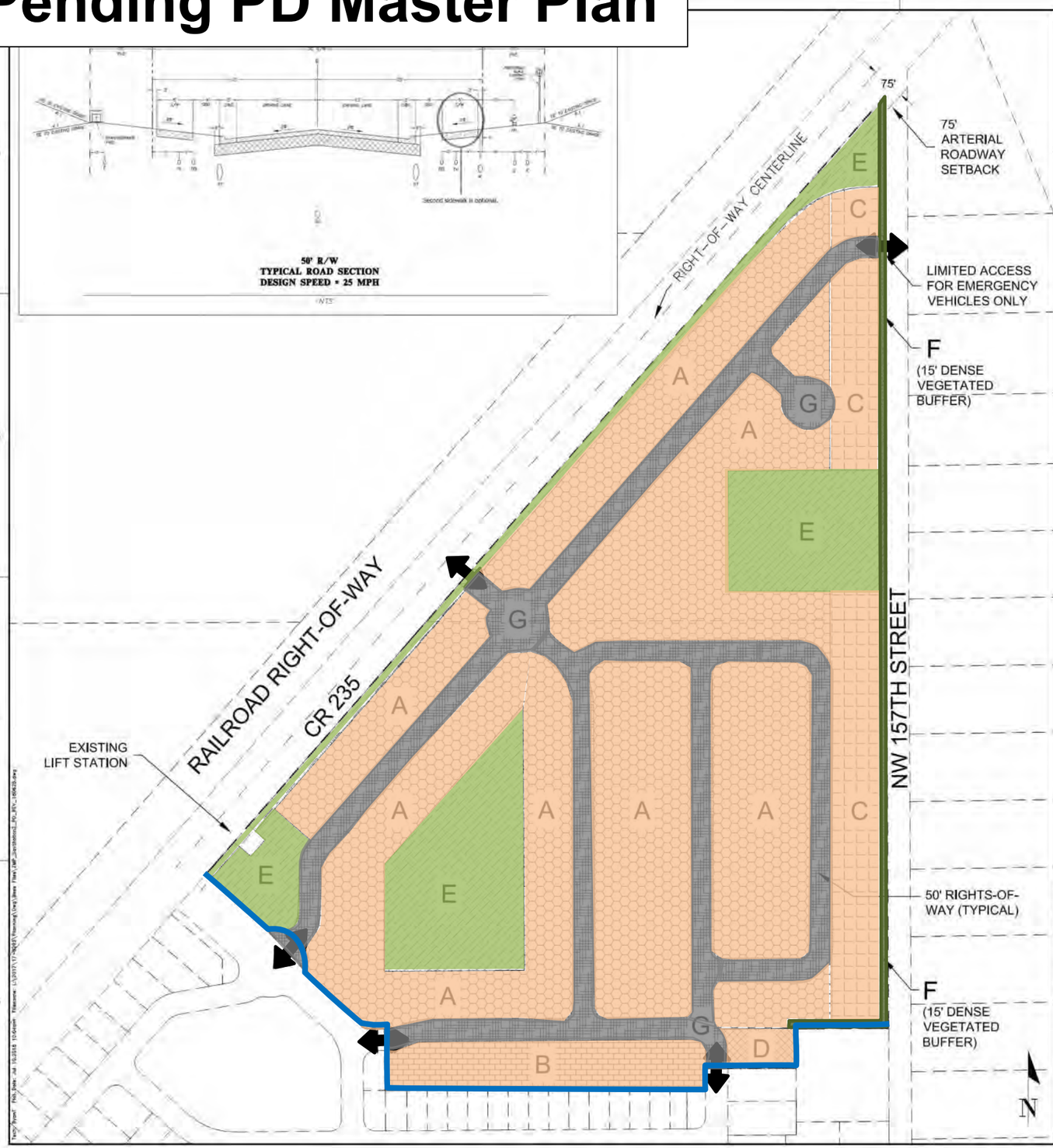


Adjacent Properties

Existing Savannah Station Entrance,
CR 325 looking north

Savannah Station Phase I,
NW 162nd Drive looking south

Pending PD Master Plan



SAVANNAH STATION, PHASE 2
PLANNED DEVELOPMENT
MASTER PLAN

GENERAL NOTES

1. **LAND USES.** LAND USES SHALL BE GENERALLY LOCATED AS SHOWN ON THE PD MASTER PLAN. THE FOLLOWING USES ARE ALLOWED IN DEVELOPMENT AREAS A - F: RECREATIONAL TRAILS, PARKS, AND STORMWATER MANAGEMENT FACILITIES. SINGLE FAMILY DETACHED DWELLINGS MAY BE ALLOWED WITHIN LAND USE AREAS A, B, C, AND D.
2. **PHASING.** THE DEVELOPMENT SHALL CONSIST OF ONE PHASE AND MAY BE DEVELOPED ACCORDING TO MARKET CONDITIONS. THE DEVELOPMENT MAY BE FURTHER DIVIDED INTO SMALLER UNITS ACCORDING TO THE FINAL PD PLAN TO CREATE A LOGICAL AND/OR FUNCTIONAL DEVELOPMENT OR INFRASTRUCTURE PATTERNS.
3. **LOT SETBACK AND SEPARATIONS.** HOUSING UNITS AND DESIGN SHALL AT A MINIMUM MEET THE REQUIREMENT OF THE FLORIDA BUILDING CODE. NOTWITHSTANDING THE SETBACKS ESTABLISHED WITHIN EACH DEVELOPMENT AREA AND DEFINED ON THE PD MASTER PLAN, AN ACCESSORY STRUCTURE, SUCH AS A DETACHED GARAGE, MAY SHARE A COMMON WALL WITH ACCESSORY STRUCTURES ON ADJACENT LOTS.
4. **OPEN SPACE.** OPEN SPACE, AS DEFINED BY APPLICABLE SECTIONS OF THE LDRS AND THE PD MASTER PLAN SHALL ACCOUNT FOR A MINIMUM OF 10% OF THE COMPLETED PROJECT, INCLUSIVE OF THE BORROW PIT. OPEN SPACE AREAS MAY EXIST IN ANY LAND USE AREA AND MAY BE DEVELOPED AT ANY RATE. THESE AREAS MAY CONTAIN LOW-INTENSITY PASSIVE OR ACTIVE RECREATION OPPORTUNITIES SUCH AS NATURE TRAILS, WILDLIFE VIEWING AREAS, AND OTHER RECREATION ACTIVITIES.
5. **CIRCULATION.** THE CIRCULATION CONFIGURATION IS IDENTIFIED AS AREA G AND IS NOT INTENDED TO BE EXACT AND MAY BE AMENDED AS PERMITTED WITHIN THE CITY LDR. ROADWAYS INTENDED TO BE DEDICATED TO THE PUBLIC MAY BE CONSISTENT WITH THE TYPICAL SECTION WITHIN THE MASTER PLAN AND SHALL BE REQUIRED TO MEET THE APPLICABLE LDRS DESIGN CRITERIA, UNLESS OTHERWISE AUTHORIZED BY THE CITY COMMISSION THROUGH LDR §3.6.3 (A)(5)(B)(III). THE INTERNAL ROADWAYS NOT SHOWN ON THE PD MASTER PLAN ARE INTENDED TO BE NEIGHBORHOOD STREETS AND MAY NOT MEET THE ARTERIAL OR COLLECTOR ROADWAY DEFINITION.
6. **LANDOWNER/DEVELOPER RESPONSIBILITY.** THE LANDOWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING RIGHT-OF-WAY AND EASEMENTS FOR CONSTRUCTING ON-SITE INFRASTRUCTURE LOCATED IN THE PROPOSED PD-R DISTRICT, INCLUDING BUT NOT LIMITED TO ELECTRICAL UTILITY LINE, TELEPHONE LINES, CABLE TV LINES, OR THE UNDERGROUND CONDUIT FOR SUCH FEATURES. THE LANDOWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING AREAS FOR PUBLIC INFRASTRUCTURE AS REQUIRED BY CITY ORDINANCES, TO GUARANTEE CONSTRUCTION OF REQUIRED INFRASTRUCTURE, AND IF REQUESTED BY THE CITY, TO DEDICATE THESE IMPROVEMENTS TO THE CITY IN A FORM THAT COMPLIES WITH CITY REGULATIONS. ALL FACILITIES NOT DEDICATED TO THE CITY SHALL BE OPERATED AND MAINTAINED BY A PROPERTY OWNERS ASSOCIATION FORMED AS PART OF THE SUBDIVISION PROCESS.
7. **ALLOWABLE LAND USE CLASSIFICATION DATA.** FIGURES FOR ACREAGE ARE ESTIMATES AND HAVE BEEN ROUNDED TO THE NEAREST TENTH OF AN ACRE.
8. **BLOCK FACES.** BLOCK FACES GREATER THAN 600' IN LENGTH SHALL INCLUDE A MINIMUM 10'-WIDE EASEMENT FOR PEDESTRIAN WAY THROUGH THE BLOCK, CONSISTENT WITH LDR §7.2.3(B)(2) AND §3.6.3(A)(5)(B)(III) TO ENHANCE PEDESTRIAN CIRCULATION. TRAFFIC CALMING MEASURES THAT MAY BE USED TO CONNECT THESE MID-BLOCK CUTS WITH EACH OTHER OR OTHER ELEMENTS OF THE PEDESTRIAN CIRCULATION NETWORK, INCLUDE RAISED PEDESTRIAN CROSSINGS, CHANGE IN MATERIALS, BULB-OUTS, ETC. THESE PEDESTRIAN WAYS SHALL BE PRIVATELY MAINTAINED, UNLESS A SEPARATE UNDERSTANDING HAS BEEN REACHED WITH CITY OF ALACHUA PUBLIC SERVICES.

LAND USE DATA

HATCH PATTERN	LAND USE AREA	AREA (AC)	AREA (%)
	PROJECT SITE	45.1	100%
A	DEVELOPABLE AREA 'A'	23.9	53%
B	DEVELOPABLE AREA 'B'	1.7	04%
C	DEVELOPABLE AREA 'C'	3.8	08%
D	DEVELOPABLE AREA 'D'	0.3	01%
E	COMMON AREA	7.2	16%
F	BUFFER	0.5	01%
G	RIGHTS-OF-WAY	7.7	17%

DEVELOPMENT STANDARDS	A	B	C	D
DENSITY, MAX. (UNITS/ACRE)	4			
DENSITY, MAX. (UNITS)	180			
LOT AREA, MIN. (SF)	5,000		7,500	10,000
LOT WIDTH, MIN. (FT)	50		50	75
SETBACKS:				
FRONT, MIN. (FT)	10		10	10
REAR, MIN. (FT)	5	10	5	15
SIDE, MIN. (FT)	5		5	5
BUILDING STANDARDS:				
BUILDING HEIGHT, MAX. (FT)	45			
LOT COVERAGE, MAX. (% of lot)	60			
NUMBER OF PHASES	1			
PARKING, MIN. OFF-STREET (SPACES PER UNIT)	2			

11801 Research Drive
Alachua, Florida 32615
(386) 418-6100
www.chw-inc.com
lic. nbr. FLORIDA CA-0075
CHW
Professional Consultants

SCALE: 1" = 130'
PLOT DATE: FEB. 20, 2018
PLOTTED BY: B. THOMPSON
DRAWING: PD-MASTER PLAN.DWG
PLOT SHEET: 42-24X36
SCALE: ACCORDING TO

CONSTRUCTION RELEASED:

SUBMITTAL: PD REZONING, FEBRUARY 20, 2018
REVISED: PER DRT COMMENTS, JUNE 25, 2018

CLIENT: SAVANNAH STATION, PHASE 2
PROJECT: PLANNED DEVELOPMENT
SHEET TITLE: PD MASTER PLAN

DESIGNER: B. THOMPSON
DRAWN BY: B. THOMPSON
QUALITY CONTROL: C. BRASHER
PROJECT NUMBER: 17-093

SHEET NO.: 1 of 3

CHW

Professional Consultants

CHW
Professional Consultants

SIGN-IN SHEET

Project: Savannah Station, Phase II – Major Subdivision Application

Date/Time: August 29, 2018 / 6:00pm

Place: CHW Office, Alachua, FL

Re: Neighborhood Meeting

No.	Name (Please Print Clearly)	Signature	Street Address
1	Jennifer Williams	[illegible]	15848 NW 121 Ln
2	Devora8240@yahoo.com Devora Penuta	Devora Penuta	15710 NW 121st Land.
3	107CBS@GMAIL.com MAE ZAVACKI	Mae Zavacki	15931 NW 121 LANE
4	Luckycfl@Gmail.com Stephenie Langston	Stephenie Langston	15996 NW 122nd lane.
5	rslangstons@Gmail Randy Langston	Bruce R Langston Jr.	15996 NW 122nd lane
6			
7			
8			
9			
10			
11			
12			

NEIGHBORHOOD MEETING MINUTES

SAVANNAH STATION PHASE II (17-0293)

Major Subdivision Application

Date:	August 29,2018
Location:	CHW Office – Alachua, FL
Notes by:	John Maxfield

Recorded and transcribed by CHW staff.

CHW Attendees – Ryan Thompson, John Maxfield

Public Attendees – Jennifer Williams, Devora Pendleton, Mae Zavocki, Stephenie Langston, Randy Langston

CHW presented the code required information by PowerPoint presentation. Several attendees asked about receiving some of the information so CHW distributed a pdf copy of the presentation via email to 4 individuals who requested the information.

The attendees asked about the number of roads in Phase II versus the number or roads in Phase I. CHW informed the attendees Phase I was developed prior to the current City of Alachua land development codes and the new codes requires shorter block lengths that resulted in more roads. However, the acreage and number of dwelling units is very similar.

Questions were raised about landscaping along NW 157th Street and the potential to cause soil loss along the roadway. CHW explained that we were required to provide a landscape buffer along this roadway. Landscape design shall retain quality, existing landscape material, remove exotic species, and supplement landscape material to meet City code requirements for the number and type of material per linear feet. CHW shall work with the City to minimize potential runoff/drainage that may result from landscape installation along NW 157th Street.

Attendees asked about the existing playground and if the existing playground would remain or if there would be a new playground. CHW explained to our knowledge a playground would remain or be constructed but the details have not been conveyed to us at this time.

Questions were raised about the schedule for beginning the development and construction of homes. CHW reviewed the permitting schedule in the presentation and indicated the construction schedule is determined by the developer but we understood the first portion of the project would likely begin quickly after permitting.

Attendees asked about the size homes planned for the project. CHW informed attendees that home size and price point is likely match Phase I.

The meeting was adjourned at 6:30 PM.

COMPREHENSIVE PLAN CONSISTENCY

To:	Kathy Winburn, AICP, City of Alachua Planning & Community Dev. Director	17-0293
From:	Ryan Thompson, AICP, Planning Project Manager	
Date:	August 30, 2018	
RE:	Savannah Station, Phase 2	

This application is for a 180-lot single-family detached subdivision on a ±45.13-acre portion of Alachua County Tax Parcels 03905-000-000 and 03980-002-001. The site is located in the south corner of the CR 235/NW 157th Street intersection. The onsite Future Land Use (FLU) category is Moderate Density Residential and the Zoning District classification is Planned Development – Residential (PD-R), which allows up to four (4) dwelling units per acre.

The following identifies specific City of Alachua Comprehensive Plan Goals, Objectives, and Policies and explains how this application is consistent with each. Comprehensive Plan text is provided in normal font while consistency statements are provided in **bold**.

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 (PD-R);
8. Supporting community services, such as schools, houses of worship, parks, and community centers

The project site has Moderate Density Residential FLU classification. This application seeks to permit 180 single-family dwelling units (four (4) dwellings per acre).

Policy 2.1.a: Residential Planned Developments (PD): The City shall establish flexible development and use regulations for residential PD's for use within residential land use categories. Those regulations shall be developed to achieve the following:

1. High quality residential development through a mixture of housing types, prices, and densities. The allowed uses within a residential PD are not subject to the permitted uses in the underlying land use category. Single-family homes, zero lot line homes, and townhomes are examples of the allowable housing types within residential PDs.

t: (904) 619-6521 | 8563 Argyle Business Loop, Suite 3, Jacksonville, FL 32244
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

The project site is within the Residential Planned Development (PD-R) zoning district category. All dwelling units shall be detached, single-family homes. Subdivision and lot design standards are consistent with the Master Plan adopted by Ordinance 18-19.

2. The opportunity to improve quality of life by placing activities necessary for daily living in close proximity to residences through the allowance of a limited amount of neighborhood commercial uses, and with special design criteria, community commercial uses, within the residential PD at appropriate densities and intensities.

No non-residential activities are being proposed within the ±45.13-acre site at this time. However, if nonresidential onsite uses are desired in the future, a revised Master Plan shall be submitted that includes all current and proposed uses for project area.

3. A range of parks and open space, from playgrounds to community gardens to active recreation facilities within the neighborhood.

Savannah Station, Phase 1 has both active and passive recreation facilities, such as passive trails, outdoor workout facilities, and/or community gathering spaces. These facilities will be extended into Phase 2.

4. Streets and public spaces that are safe, comfortable, and designed to respect pedestrians, nonvehicular and vehicular modes of transportation.

The site is designed to support multiple methods of internal transportation by promoting pedestrian-friendly block sizes, sidewalk infrastructure, and streetlighting systems. Block lengths that exceed the maximum 600', as per LDR §7.2.3(B)(2), shall include a 10' easement for a pedestrian way, as described in LDR §7.2.3(B)(4).

5. Conservation of materials, financial resources and energy through efficient design of infrastructure.

The proposed second phase of Savannah Station is designed to utilize the existing City of Alachua potable water and sanitary sewer infrastructure currently serving Phase I and surrounding uses. Roadway lengths have been minimized by providing mid-block pedestrian ways rather than additional roadways that do not increase roadway safety or necessary vehicle capacity.

Policy 2.4.b: Landscaping: Buffering – A buffer consists of horizontal space (land) and vertical elements (plants, berms, fences, walls) that physically separate and visually screen adjacent land uses. The City shall establish buffer yard requirements that are based on the compatibility of the adjacent uses and the desired result of the buffer.

A 15' natural buffer is provided along the NW 157th Street right-of-way, consistent with the PD Master Plan.

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.

The proposed development exceeds the 10% minimum open space requirement. Onsite open spaces comprises of stormwater management facilities, landscaping, buffers, and the ±3-acre topographic feature onsite.

Objective 4.1: Infill development shall be encouraged in order to protect the unique character of existing neighborhoods and commercial developments, provide for a safe urban environment, increase densities and intensities in a manner compatible with existing uses, provide open spaces, and restore or maintain economic vitality and cultural diversity.

The project site is located within a developed area of the City and is considered infill development. The site is bound to the south by Savannah Station, Phase 1, the west/north by CR 235, and the east by NW 157th Street. The potential urban infill redevelopment on the project site will help to reduce development pressures in the urban fringe and in more rural areas of the City.

GOAL 5: Development Standards: The City shall include provisions through its comprehensive plan amendment process, development review process and in its land development regulations for development standards that address natural features and availability of facilities and services. These development standards will strive to protect natural resources and public facility resources while allowing for innovative and flexible development patterns.

This application is consistent with the Comprehensive Plan and the PD-R conditions in Ordinance 18-19, including the development standards in the adopted Master Plan. The Master Plan was designed to maximize onsite natural features.

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.

There are no onsite wetlands or flood areas onsite.

Policy 5.1.a: Topography: The City shall protect the natural topography of the City, including steep and seepage slopes, by requiring new development to include techniques to minimize negative impacts on the natural terrain. An emphasis will be placed on retaining the natural function of seepage slopes during development. Additionally, retention of existing native vegetation will be encouraged as one method of protecting slopes.

There are no steep slopes onsite.

Policy 5.1.b: Soils: The City shall ensure soil protection and intervention measures are included in the development review process.

There are currently five types of soils located onsite:

- **Arredondo Fine Sand, 0 – 5 % Slopes (Hydro Group: A)**
- **Fort Meade Fine Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Gainesville Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Kendrick Sand, 2 – 5% Slopes (Hydro Group: B)**
- **Pits and Dumps**

According to the NRCS soil database, each of the five (5) sandy soil types mentioned above are conducive to residential developments of this nature with minimal limitations. No soil protection or intervention measures are required.

Policy 5.1.c: Flood prone areas: The City shall require as part of the development review process the identification of FEMA flood zone areas. Where necessary, base flood elevations and minimum finished floor elevations shall be established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans when necessary to determine compliance with flood prone area regulations. The City shall establish standards for a limitation on filling in flood prone areas.

There are no FEMA flood prone areas onsite.

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.

There are no wetlands located onsite.

Policy 5.1.e: Habitat: The City shall require as part of the development review process, an inventory of listed species for all new developments in areas identified as known habitat for listed species if listed species are known to exist in close proximity to the development. The survey shall include detailed information regarding type, quantity, location, and habitat requirements for any listed species identified. A de minimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

The site is not known to have listed species.

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

A Concurrency Impact Analysis report estimates the impacts onsite development will have on available facilities and services. No facilities and/or services will operate below the adopted Level Of Service (LOS).

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.

Public facilities shall continue to operate at or below established LOS standards following onsite development.

Transportation Element

Policy 1.2.b: The City shall establish the following access point requirements for City streets:

1. permitting 1 access point for ingress and egress purposes to a single property or development;
2. permitting 2 access points for ingress and egress to a single property or development if the minimum distance between the two access points exceeds 20 feet for a single residential lot or 100 feet for nonresidential development and new residential subdivisions;
3. permitting 3 access points for ingress and egress to a single property or development if the minimum distance between each access point is at least 100 feet for residential and non-residential development; or

4. permitting more than 3 access points for ingress and egress to a single property or development where a minimum distance of 1000 feet is maintained between each access point.

The site utilizes an existing ingress/egress on CR 235 as well as one additional ingress/egress on CR 235 approximately 950 feet to the north. A secondary access point to be used by emergency vehicles only is located along NW 157th Street.

Conservation and Open Space Element

Objective 1.5: Soils. The City shall protect soil resources through erosion and sedimentation control, by requiring proper design criteria on specific soils.

There are currently five types of soils located onsite:

- **Arredondo Fine Sand, 0 – 5 % Slopes (Hydro Group: A)**
- **Fort Meade Fine Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Gainesville Sand, 0 – 5% Slopes (Hydro Group: A)**
- **Kendrick Sand, 2 – 5% Slopes (Hydro Group: B)**
- **Pits and Dumps**

According to the NRCS soil database, each of the five (5) sandy soil types mentioned above are conducive to residential developments of this nature with minimal limitations. Furthermore, the Pits and Dumps portion of the site is located within the topographical feature that will be set aside and not developed. Site design will address these soil composition limitations with properly-designed drainage and stormwater management facilities.

Objective 1.10: Wetlands. The City shall protect and preserve wetland values and functions from adverse, human caused, physical and hydrologic disturbances.

The ±45.13-acre subject property does not contain onsite wetland features, as evidenced by the best available desktop data and analysis.

CONCURRENCY IMPACT ANALYSIS

To: Kathy Winburn, AICP, City of Alachua Planning & Community Dev. Director 17-0293

From: Ryan Thompson, AICP, Planning Project Manager

Date: August 30, 2018

RE: Savannah Station, Phase 2

This application is for a 180-lot single-family detached subdivision on a ±45.13-acre portion of Alachua County Tax Parcels 03905-000-000 and 03980-002-001. The site is located in the south corner of the CR 235/NW 157th Street intersection. The onsite Future Land Use (FLU) category is Moderate Density Residential and the Zoning District classification is Planned Development – Residential (PD-R), which allows up to four (4) dwelling units per acre.

The following analysis estimates potential impacts on City of Alachua public facilities that may result from the proposed development.

Roadways / Transportation

Table 1: Projected Net Trip Generation

Land Use[1] (ITE)	Units[2]	Daily Rate	Daily Trips	AM Peak Rate	AM Peak Trips	PM Peak Rate	PM Peak Trips
Proposed							
Single-Family Detached Housing (ITE 210)	180	9.44	1,699	0.74	133	0.99	180
Total	**-**	**-**	**1,699**	**-**	**133**	**-**	**180**

1. *Source: ITE Trip Generation 10th Edition*
2. *Source: City of Alachua Ordinance 18-19.*

Conclusion: Approval of this application may generate **1,699 daily vehicle trips**. However, the proposed development *will not* negatively impact the adopted LOS for adjacent and nearby roadways, as demonstrated in Tables 2a-c.

Table 2a: Projected Impacts on Roadways, CR 235

Traffic System Category	AADT	PM
	CR 235 (SCL to CR 241)	
Maximum Service Volume[1]	15,120	1,359
Existing Traffic[1]	6,341	602
Reserved Trips[1]	0	0
Available Capacity	8,779	757
Projected Trip Generation[2]	1,699	180
Available Capacity w/ Application approval	**7,080**	**577**

1. *Source: City of Alachua August 2018 Development Monitoring Report*
2. *NOTE: Projected trip distribution percentage is estimated to be **100%**.*

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Table 2b: Projected Impacts on Roadways, CR 2054 West

	AADT	PM
Traffic System Category	**CR 2054**	
	(West of SR 235)	
Maximum Service Volume[1]	15,120	1,359
Existing Traffic[1]	1,774	169
Reserved Trips[1]	1,481	166
Available Capacity	11,865	1,024
Projected Trip Generation[2]	85	9
Available Capacity w/ Application Approval	**11,780**	**1,015**

1. *Source: City of Alachua August 2018 Development Monitoring Report*
2. *NOTE: Projected trip distribution percentage is estimated to be **5%**.*

Table 2c: Projected Impacts on Roadways, CR 235A South

	AADT	PM
Traffic System Category	**CR 235A South**	
	(South of US 441)	
Maximum Service Volume[1]	15,120	1,359
Existing Traffic[1]	3,780	359
Reserved Trips[1]	233	31
Available Capacity	11,107	969
Projected Trip Generation[2]	850	90
Available Capacity w/ Application Approval	**10,257**	**879**

1. *Source: City of Alachua August 2018 Development Monitoring Report*
2. *NOTE: Projected trip distribution percentage is estimated to be **50%**.*

Conclusion: Per City LDR §2.4.14(H)(2), affected roadways are those within one-half mile of the subject property for developments generating 1,000 external average daily trips (ADT). The only affected roadways are CR 235, which the project site is directly fronting, CR 2054, which is estimated to receive only 5% of the total projected AADT, and CR 235A South, which is the nearest major intersection. This development will not contribute more than 5% to any other roadway's maximum service volume within the City of Alachua. Tables 2a through 2c demonstrate that each affected roadway segment will continue to retain sufficient roadway capacity during both AADT and PM Peak. In fact, none of the affected roadway segments will experience a failing roadway LOS because of this application's approval.

Potable Water / Sanitary Sewer

Table 3: Projected Potable Water Impact

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[1]	2,300,000
Less actual Potable Water Flows[1]	1,236,000
Reserved Capacity[1]	37,817
Residual Capacity[1]	1,026,183
Percentage of Permitted Design Capacity Utilized[1]	55.38%
Projected Potable Water Demand from Proposed Project[2]	49,500
Residual Capacity after Proposed Project	**976,683**

1. *Source: City of Alachua August 2018 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C. Formula used: (180 du x 275 GPD)*

Conclusion: The project site will be served by existing City of Alachua potable water infrastructure. The potential net impacts from the intended residential development *will not* negatively impact the City's adopted LOS for potable water.

Table 4: Projected Sanitary Sewer Impact

System Category	Gallons Per Day (GPD)
Treatment Plant Current Permitted Capacity[1]	1,500,000
Less actual Treatment Plant Flows[1]	687,000
Reserved Capacity[1]	55,297
Residual Capacity[1]	757,703
Percentage of Permitted Design Capacity Utilized[1]	49.49%
Projected Sanitary Sewer Demand from Proposed Project[2]	45,000
Residual Capacity after Proposed Project	**712,703**

1. *Source: City of Alachua August 2018 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C. Formula used: (180 du x 250 GPD)*

Conclusion: The project site will be served by existing City of Alachua wastewater infrastructure. The potential net impacts from the intended residential development *will not* negatively impact the City's adopted LOS for sanitary sewer.

Table 5: Projected Solid Waste Impact

System Category	LBs Per Day	Tons Per Year
Existing Demand[1]	39,744.00	7,253.28
Reserved Capacity[1]	2,908.79	530.85
New River Solid Waste Facility Capacity[1]	50 years	
Solid Waste Generated by Proposed Project[2]		**178**

1. *Source: City of Alachua August 2018 Development Monitoring Report.*
2. *Source: Sincero and Sincero; Environmental Engineering: A Design Approach. Prentice Hall, New Jersey, 1996. Formula used: (180 du x 2.6 persons per du x .73 per capita)*

Conclusion: Solid waste facility capacity exists to adequately serve the intended residential development for the subject property. Thus, approval of this application will not negatively impact the City's adopted LOS for this system.

Public School and Recreation Impact

Table 6: Projected Public School Demand

Land Use (ITE)	Units	Elem.		Middle		High	
		Rate[1]	Total	Rate[1]	Total	Rate[1]	Total
Proposed							
Single-Family Residential	180	.15	27	.07	13	.09	16

1. *Source: City of Alachua School Concurrency Form*

Conclusion: Approval of this Rezoning application would reduce the subject property's projected impact on the Public School System. However, without considering the previously approved development, this application's approval would generate a demand of **27 elementary, 13 middle, and 16 high school student stations** to this system**.**

Table 7: Recreational Impact Table

System Category	System Acreage
Existing City of Alachua Acreage[1]	117.65
Acreage Required to Serve Existing Population[1]	49.68
Reserved Capacity[1]	.62
Available Recreation Acerage[1]	67.35
Proposed Recreational Impact[2]	2.34

1. *Source: City of Alachua August 2018 Development Monitoring Report.*
2. *Source: City of Alachua Comprehensive Plan Recreation Element. Formula used: 180 units x 2.6 person per du x (5 acres/1,000 persons)*

Conclusion: The City of Alachua currently possesses considerable excess acreage for local recreation activities. In addition, both phases of Savannah Station will have recreational facilities onsite including, but not limited to, outdoor workout facilities and passive trails. Thus, the intended residential development is expected to have a minimal impact on the City's current recreational infrastructure.

Parcel: 03905-002-000

Search Date: 8/28/2018 at 3:54:23 PM

Taxpayer: WACO PROPERTIES INC
Mailing: 569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205
Location:
Sec-Twn-Rng: 21-08-18
Property Use: 05500 - Tmbr Si 80-89
Tax Jurisdiction: Alachua - 1700
Area: Alachua Industrial
Subdivision: PlaceHolder

Legal: SE1/4 LYING SE OF SR 235 ALSO THE E1/2 OF SE1/4 N OF ACL RR/W LESS I-75 AND THE SW1/4 OF SE1/4 LYING SE OF COUNTY RD 2054 (LESS THAT PT OF THE FOLLOWING DESC LYING IN SEC 21-8-18: COM SW COR SEC E 50 FT POB N 378.09 FT N 59 DEG E 2418 FT S 30 DEG E 560 FT N 58 DEG E 308.89 FT E 1338.59 FT S 440 FT E 767.84 FT S 41 DEG W 7169.94 FT N 4521.69 FT POB PER 3297/1065) OR 0640/0191 & OR 1034/0551 & OR 2140/1827 POB PER 3297/1065) (LESS MINERAL RIGHTS OR 1199/16) OR 0640/0191 & OR 1034/551 & OR 2140/1827

YeaR	Property Use	Land Assessed Value	Land Just Value	Building Value	Misc Value	Total Just Value	Deferred Value	County Assessed	School Assessed	County Exempt	School Exempt	County Taxable	School Taxable
2017	Tmbr Si 80-89	11600	868800	0	0	868800	0	11600	11600	0	0	11600	11600
2016	Tmbr Si 80-89	11600	868800	0	0	868800	0	11600	11600	0	0	11600	11600
2015	Tmbr Si 80-89	11600	1663200	0	0	1663200	0	11600	11600	0	0	11600	11600
2014	Tmbr Si 80-89	12300	1663200	0	0	1663200	0	12300	12300	0	0	12300	12300
2013	Tmbr Si 80-89	12300	1663200	0	0	1663200	0	12300	12300	0	0	12300	12300
2012	Tmbr Si 80-89	12300	1663200	0	0	1663200	0	12300	12300	0	0	12300	12300
2011	Tmbr Si 80-89	11900	850700	0	0	850700	0	11900	11900	0	0	11900	11900
2010	Tmbr Si 80-89	11900	850700	0	0	850700	0	11900	11900	0	0	11900	11900
2009	Tmbr Si 80-89	13400	850700	0	0	850700	0	13400	13400	0	0	13400	13400
2008	Tmbr Si 80-89	17600	850700	0	0	850700	0	17600	0	0	0	17600	0

Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
Timber 2-N	CI		Acre	48.23
Borrow Pit/Landfill	PUD		Acre	15.17
Borrow Pit/Landfill	IG		Acre	7.46
			2017 Certified Land Just Value: 868800	**2017 Certified Land Assessed Value: 11600**

Sale

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument
11/18/1997	227500	V	U	2140	1831	MS
11/18/1997	652000	I	U	2140	1827	MS
01/01/1977	74600	V	Q	1098	448	WD

Parcel: 03980-002-001

Search Date: 8/28/2018 at 3:41:25 PM

Taxpayer:	WACO OF ALABAMA INC	**Legal:**	W1/2 LESS R/W SR 235 & SR 235 A & SCL R/W ALSO THAT PART OF E1/2 LYING W OF ACL RR & N 1628.57 FT OF NE1/4 LYING E OF R/R LESS 1 ACRE(LESS THAT PT OF THE FOLLOWING LYING IN SEC 28-8-18: COM SW COR SEC 21-8-18 E 50 FT POB N 378.09 FT N 59 DEG E 2418 FT S 30 DEG E 560 FT N 58 DEG E 308.89 FT E 1338.59 FT S 440 FT E 767.84 FT S 41 DEG W 7169.94 FT N 4521.69 FT POB PER OR 3297/1065)(LESS SAVANNAH STATION PH I PER OR 3365/1347) OR 2140/1827-1834
Mailing:	PO BOX 6937 JACKSONVILLE, FL 32236-6937		
Location:	11305 NW 173RD ST ALACHUA		
Sec-Twn-Rng:	28-08-18		
Property Use:	05200 - Cropsoil Class2		
Tax Jurisdiction:	Alachua - 1700		
Area:	Alachua Industrial		
Subdivision:	PlaceHolder		

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School
YeaR	**Use**	**Assessed Value**	**Just Value**	**Value**	**Value**	**Just Value**	**Value**	**Assessed**	**Assessed**	**Exempt**	**Exempt**	**Taxable**	**Taxable**
2017	Cropsoil Class2	30400	1984400	0	0	1984400	0	30400	30400	0	0	30400	30400
2016	Cropsoil Class2	30400	1984400	0	0	1984400	0	30400	30400	0	0	30400	30400
2015	Cropsoil Class2	30400	1984400	0	0	1984400	0	30400	30400	0	0	30400	30400
2014	Cropsoil Class2	24200	1984400	0	0	1984400	0	24200	24200	0	0	24200	24200
2013	Cropsoil Class2	24200	1984400	0	0	1984400	0	24200	24200	0	0	24200	24200
2012	Cropsoil Class2	24200	1984400	0	0	1984400	0	24200	24200	0	0	24200	24200
2011	Cropsoil Class2	24400	1996700	0	0	1996700	0	24400	24400	0	0	24400	24400
2010	Cropsoil Class2	24400	1996700	0	0	1996700	0	24400	24400	0	0	24400	24400
2009	Cropsoil Class2	22200	1996700	0	0	1996700	0	22200	22200	0	0	22200	22200
2008	Cropsoil Class2	22200	1996700	0	0	1996700	0	22200	0	0	0	22200	0

Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
Cropland 2	A		Acre	99.12
Cropland 2	PUD		Acre	11.12
			2017 Certified Land Just Value: 1984400	**2017 Certified Land Assessed Value: 30400**

Sale

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument
11/10/1997	325000	V	U	2140	1834	SD
11/10/1997	652000	V	U	2140	1827	MS

Permit

County Permit information is supplied by the Alachua County Office of Codes Enforcement. The Alachua County Office of Codes Enforcement and the Property Appraiser's Office assume no liability whatsoever associated with the use or misuse of this public information data and will not be held liable as to the validity, correctness, accuracy, completeness, and / or reliability of this data.

Permit Number	Permit Type	Issue Date	Final Date	Appraisal Date	Comment
A8-09-1470	FA	09/17/2009		12/25/2009	FIRE ALARM SYS
AL06-10730	COM	10/11/2006	01/14/2008	12/25/2008	COMM BLDG--SYSCO

494.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2237963 58 PGS
2006 MAY 10 01:51 PM BK 3369 PG 1027
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK12 Receipt#283206

Prepared by/Return to:
Carpenter & Roscow, P.A.
5608 NW 43rd Street
Gainesville, FL 32653

This instrument prepared by:
Ronald A. Carpenter, Esq.
Carpenter & Roscow, P.A.
5608 NW 43rd Street
Gainesville, FL 32653

MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAVANNAH STATION

THIS MASTER DECLARATION, made this 27 day of April, 2006, by **SAVANNAH STATION, a Florida joint venture,** whose post office address is 107 SW 140th Terrace, #2, Newberry, Florida 32669, hereinafter jointly referred to as "the **DECLARANT**",

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situate, lying and being in Alachua County, Florida, and described on Exhibit "A" attached hereto and incorporated herein by this reference (Savannah Station , hereinafter referred to herein as the "Property"); and

WHEREAS, it is contemplated that the Property as hereinafter defined, will be developed as a mixed use development comprised of various residential uses with streets (both private and public), street lights (both private and public), open spaces, buffers, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands from time to time made subject to the terms of this Master Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and quality of life in the Property, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of streets, street lights, stormwater drainage and retention areas and improvements, open spaces, buffers, recreational areas and facilities, and other common areas and improvements located in the Property; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, shall be binding upon and run with the title to the Property; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

2237963

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Property is and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with title to the land.

ARTICLE I
DEFINITIONS

The following words when used in this Master Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. **"Additional Property"** shall mean and refer to those real properties, together with any improvements thereon, other than the Property, which are made subject to this Master Declaration under the provisions of Article II hereof.

b. **"Association"** shall mean and refer to the Savannah Station Owner's Association, Inc., a Florida corporation not for profit, or its successors and assigns.

c. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Master Declaration, the By-Laws, and the Articles of Incorporation of the Association.

d. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any platted parcel which is part of The Properties and which is designated on the plat for ownership and maintenance by the Association.

e. **"The Declarant"** shall mean and refer to Savannah Station, a Florida joint venture, their successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. **"Master Declaration"** shall mean and refer to this instrument as recorded in the Public Records of Alachua County, Florida and as amended from time to time.

g. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 hereof, and also, to each Owner which may also be a member of said Association created pursuant to the terms of any Supplemental Declaration.

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h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

i. **"Parcel"** shall mean and refer to each Lot and/or Residential Unit from time to time subject to the terms of this Master Declaration.

j. **"The Property"** shall mean and refer to the Property, together with such additional properties as may be annexed thereto, and submitted hereunder from time to time under the provisions of Article II hereof, if and when annexed.

k. **"Residential Unit"** shall mean and refer to each separately described portion of the Property which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), condominium unit, zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

l. **"Supplemental Declaration"** shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of this Master Declaration to Additional Property.

m. **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II
PROPERTY SUBJECT TO THIS MASTER DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Master Declaration. The Property is and shall be held, transferred and occupied subject to this Master Declaration.

Section 2. Additional Property. The Declarant (joined by the owner of the lands if other than the Declarant) shall have the sole right but not the obligation to bring within the scheme of this Master Declaration, as Additional Property, additional properties adjacent to the Property or any property annexed thereto at any time within twenty (20) years from the date this Master Declaration

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has been recorded, which annexation may be accomplished without the consent of the Association, its Members, the Owners or occupants of the Property, any mortgagee or lienholder, or anyone else.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the scheme of the covenants and restrictions of this Master Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Master Declaration for the purpose of annexing property to the scheme of this Master Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Master Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented, all of which may be significantly at variance with that of the Phase One Property.

Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the operation and maintenance of such Common Property within the annexed lands.

Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Master Declaration and to the jurisdiction of the Association.

ARTICLE III
STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Master Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In the event of any such inconsistency, the provisions of this Master Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) agents, representatives or employees of the Declarant. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Master Declaration, the Articles of Incorporation and the Bylaws.

Section 2. Membership. The Declarant and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

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Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

a. **Class "A".** Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

b. **Class "B".** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 10 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 2920 votes based upon 292 permitted Residential Units in the Phase One Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

Notwithstanding the other provisions contained in this Declaration to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least thirty (30) days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowners' Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowners' Association commenced. The Permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Homeowners' Association is an active, ongoing concern, which the Permittee shall establish by submitting copies of all minutes of meetings of members of the Association and/or the Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all

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assessments that were levied have been collected, and copies of such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowners' Association is an active, functioning and ongoing concern.

Section 4. The Declarant Veto Power.

From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A", other than those held by the Declarant, equal ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after submission of the last Property subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

Section 5. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate

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number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Section 6. Duties, Powers and Authority of the Association.

a. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Master Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Master Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property.

b. The Association and ultimately the Owners of any real property located within the Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system as required by permit issued by the District and other applicable District rules. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and/or required by the Suwannee River Water Management District and/or local government jurisdiction. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the Suwannee River Water Management District and/or local government jurisdiction.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Master Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Residential Unit owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel in the Property. Said rights shall include, but not be limited to, the following:

a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

b. Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property in compliance with the rules of the Association, the requirements of the Suwannee River Water Management District and/or local government agencies having jurisdiction over said lands; and

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c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Master Declaration, any applicable Supplemental Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 2. Title to Common Property. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Property located within the Property no later than at such time as Declarant has conveyed to Owners fee simple title to ninety percent (90%) of the gross land area within the Property. Said conveyances shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Master Declaration:

> In order to preserve and enhance the property values and amenities of the Property, and all landscaping and drainage improvements and buffer areas as shown on the Plat(s) of the Property now or hereafter installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. In addition, the Owners and the Association shall comply with any obligations imposed by the permit(s) issued by the Suwannee River Water Management District and/or local government jurisdiction and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating, and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surface water or stormwater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association.

Prior to the Declarant seeking to transfer the operation and maintenance to the Association, the Declarant must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Association and the Declarant shall demonstrate to the District's satisfaction that the Association is an active, functioning and ongoing concern which the Declarant shall establish by submitting copies of all minutes of meetings of members of the Association, the Board of Directors as well as copies of all operation and maintenance expenses incurred and documentation showing that all assessments that were levied have been collected and such other documentation as the District may reasonably deem necessary to establish that the Association is an active, functioning and ongoing concern.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

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a. The Association, subject to the rights of the Declarant and the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

b. The right of the Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage.

c. The easements and rights of the Declarant reserved by this Declaration.

Section 4. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Suwannee River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Suwannee River Water Management District.

Section 5. Phase of Development in Which Common Property Located Not Controlling As To Use. Designation by the Declarant of property as Common Property shall result in general Association membership use and enjoyment entitlement regardless of the tract or phase in which the Common Property is located.

Section 6. Easement Reserved to the Declarant Over Common Property. The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, walls, berms, fences, landscaping or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present

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and future phases of the Development; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or green belts, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market the Property. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold all lands in the Development. This Section may not be amended without the written consent of the Declarant.

Section 7. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Master Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Master Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 8. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel or Common Property, it shall be deemed that the Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Parcel, or the Association as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

ARTICLE VI

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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation on Assessments.

a. Each Owner of a lot, by acceptance of a deed to any Parcel included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association as provided in these Covenants and Restrictions: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

b. **Exempt Property**. The following property now or hereafter subject to this Master Declaration shall be exempt from the assessments, charges and liens created herein:

(i) All Common Property; and

(ii) Any Property owned by Declarant.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of the Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

a. Payment of operating expenses of the Association; and

b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and

c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property. Such taxes and

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assessments may be contested or compromised by the Association. It is the intent of this Master Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefitted Parcel, the value of the interest of each Owner in such property shall be included in the assessed value of each Parcel and any taxes levied directly against such community property should be of a nominal nature; and

d. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property; and

e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association; and

f. Repair and maintenance of all streets and roadways situated upon the Common Property which have not been dedicated to any governmental unit; and

g. Funding of appropriate reserves for future repair and replacement;

h. Maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements; and

i. Doing any other thing necessary or desirable in the judgment of said Association to keep the Property or the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of the Property.

Section 3. Determination of Assessments.

a. **Operating Budget**. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board pursuant to Subsection (b) below.

b. **Capital Budget**. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget. Additionally, new capital improvements in the budget shall be

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approved not by the Board of Directors, but by a majority of the Owners or Members by separate written ballot.

c. **Adoption of Budget**. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

Section 4. Special Assessments.

a. **Special Assessments**. In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the surface water or storm water management system and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership fo the Association. Special assessments shall be due and payable as determined by the Association.

b. **Individual Assessment**. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Master Declaration, or to reimburse the Association for any damage to any Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Master Declaration or any Supplemental Declaration.

Section 5. Date of Commencement of Assessments; Initial Assessment; Due Dates. The annual or monthly assessment for the Property shall be decided by the Board of Directors and Officers of Savannah Station Homeowner's Association, Inc. This prorated assessment for each Residential Unit shall be due and payable at the time the Residential Unit is first occupied or at the closing of the sale of the Residential Unit. This prorated assessment is due at the time the Certificate

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of Occupancy is issued on pre-sold homes. Lots still under the control of Savannah Station, a Florida joint venture, will not be assessed.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Board of Directors may establish a reasonable fee to reimburse the cost of issuance of said certificate.

Section 7. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, and is not paid within 30 of its due date, then such assessment shall become delinquent and the delinquent assessment, together with interest at a rate of 18% thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be recorded in the Public Records of Alachua County, Florida, to secure payment of all amounts due and shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 8. Such lien shall be continuing until paid in full, and the Association may bring civil action to foreclose the lien. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs incurred by the Association for collection. Each letter written by the Association for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board of Directors may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

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Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Master Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel in the Property and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the Property subject to assessment, and no mortgagee shall be responsible for the collection of assessments from an Owner.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All lands and improvements in The Properties are subject to architectural and environmental review. This review shall be in accordance with this Article and Savannah Station Planning, Construction and Development Criteria described below. No sitework, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "ARB") as to consistency with Savannah Station's Planning, Construction and Development Criteria ("the Planning Criteria"), harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

No Dwelling of one story with less than 1000 square feet, or if two stories, with less than 500 square feet on the first floor will be approved for Savannah Station .

Subject always to final approval by the Board of Directors, the ARB shall promulgate and revise from time to time the Planning Criteria for The Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in The Properties, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to know and comply with the appropriate criteria. The Planning Criteria may include any

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and all matters considered appropriate by the ARB not inconsistent with the provisions of this Master Declaration, including without limitation minimum square footage requirements for Residential Units, landscaping, fence design and residential recreational improvements. Different Planning Criteria may be adopted and enforced for improvements in different portions of The Properties.

So long as the Declarant owns any lands subject to this Master Declaration or any Supplemental Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board of Directors of the Association. The ARB shall consist of no less than three (3) and no more than five (5) members, who shall be required to be owners of the Properties. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, subject to provisions of other Articles of this Master Declaration. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

The conclusion and opinion of the ARB shall be submitted to the Board of Directors for final approval. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria and the Board of Directors affirms the ARB, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Master Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Master Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

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Section 3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB and affirmed by the Board of Directors, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Master Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance authorized by the ARB, approved by the Board of Directors and executed by the chairperson of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Alachua County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB and affirmed by the Board of Directors, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans does not violate the provisions of this Master Declaration. The approval of the ARB of any plans submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans if or when the same features or elements are embodied in any subsequent plans submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Variances. The ARB, subject to approval of the Board of Directors, may authorize variances from compliance from any of the architectural provisions of this Master Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, existing or environmental considerations may require. Such variances must be evidenced in writing and must be signed by a majority of the ARB together with the chairman or a majority of the Board of Directors, and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Master 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 Master Declaration or the Planning Criteria for any purposes except as to the particular Parcel and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Parcel, including but not limited to zoning ordinances and setback requirements imposed by the appropriate governmental authority.

Section 5. Waiver of Liability. Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of The Properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any

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other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of The Properties; and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of any applicable laws, codes, rules or regulations.

The Declarant, the ARB, the Association or any agent thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

This Article may not be amended without the Declarant's written approval so long as the Declarant owns any Parcel.

Section 6. Enforcement of Planning Criteria. The Declarant or the Board of Directors shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

Section 7. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

ARTICLE VIII
EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in The Properties in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is detracting from the overall

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appearance of The Properties. Except in the event of an emergency and landscape maintenance, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15) days' prior written notice to the Owner at the last address listed in the Association's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Notification for landscape maintenance shall not be less than 48 hours. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of The Properties. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing. Non-Owner Occupied Parcels and Dwellings MUST have yard and exterior maintenance performed by the Association, assessed to the Owner and collected and performed according to provisions of Section 2 and 3 below.

Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as an individual assessment against the Owner of the Parcel or improvements upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Parcel and improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage and retention

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improvements and features located in The Properties or the Common Property and comprising part of the master stormwater drainage plan for Savannah Station. The Association shall comply with any obligations imposed by the permit(s) issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association. All maintenance of each Parcel in The Property and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association shall be the responsibility of the Owner of such Parcel. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair fo the surface water or storm water management system as well as any and all other provisions contained in these covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the Public Records of Alachua County, Florida or any such attorneys' fees and costs awarded to the District by any Court of administrative body.

Section 5. Swale Maintenance. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Suwannee River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the 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.

ARTICLE IX
RESTRICTIVE COVENANTS

The Properties shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

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Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Parcel.

Section 2. Landscaping. Landscaping on each Parcel and stormwater drainage and retention features located on and serving only that Parcel shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. The Owner of each Parcel abutting a body of water shall maintain the shoreline of said Parcel free of debris and weeds consistent with applicable environmental regulations. Landscaping as approved by the ARB shall be installed within thirty (30) days of occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon The Properties, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of The Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property, nor any part thereof, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of The Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, dust, dirt or fly ash; unusual fire or explosive hazards; or vibration.

Section 4. Rules and Regulations. Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of The Properties shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as multi-family structures, air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennas, driveways, walkways, sight distance at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Master Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective.

Section 5. Animals. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. All dogs and cats must be leashed or fenced when outside and shall not be permitted to run loose. No other animals, fowl, reptiles or livestock shall be kept or maintained in The Properties. No bird, fish, dog or cat shall be permitted to remain if it disturbs the tranquility of The Properties or the Owners or tenants thereof. Each owner shall be responsible for maintaining any area used by his/her bird, fish, dog or cat.

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Section 6. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of The Properties except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building approved by the ARB. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board of Directors, the ARB and governmental regulations.

Section 8. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring Parcel. All trucks in excess of 3/4 ton, commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description must be parked or stored in a fully enclosed garage or an area completely screened from view from any other Parcel or Common Property. The only exception is during the periods of approved construction on The Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Additional rules and regulations regarding use, repair and storage of vehicles in The Properties may be promulgated from time to time by the Board of Directors.

Section 9. Temporary Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted in The Properties; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Parcel, unless prior written approval of the ARB is obtained; provided, however, reasonable street numbers and name signs on individual Residential Units and one sign not more than eighteen inches by twenty-four inches (18" x 24" - standard real estate sign) and used solely in connection with the marketing of Parcels for sale shall be permitted without prior approval. The restrictions of this section shall not apply to the Declarant.

Section 11. Air-Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in The Properties unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment.

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Section 12. Drainage Structures. No person (other than the Declarant), without the prior written approval of the ARB, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by the Declarant or the Association from, on and over any Parcel, or Common Property; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 13. Antennae. No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained in The Properties without the prior written approval of the ARB. Said approval shall not be granted until ARB adopts an Antennae Policy; which adoption shall not occur before such time as, solely in the opinion of ARB, technology and manufacturing advance to provide for the availability of an aesthetically acceptable Antennae.

Section 14. Subdivision. No part of The Properties shall be further subdivided except as platted without the prior written consent of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter by the Board of Directors.

Section 15. Completion of Construction. After commencement of construction of any improvements in The Properties, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 16. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

Section 17. Maintenance of Protective Screening. Any protective screening constructed along exterior Parcel lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influence, shall be maintained by the Owners of such Parcel, at such Owner's expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue necessary by virtue of the continued adverse influence on the adjacent properties, which such necessity shall be determined by the ARB.

Section 18. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon The Properties unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The

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foregoing shall not apply to "transmission lines" now or hereafter existing on The Properties. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Parcels or parts thereof, and from which the "service lines" run.

Section 19. Play Structures and Yard Accessories. Basketball backboards may be located adjacent to a driveway or at the rear of the residential structure. All play structures and yard accessories shall be located to the rear of any building. For any such structure exceeding six (6) feet in height (except basketball backboards), approval must first be obtained from the ARB.

Section 20. Fences. No fences shall be erected without prior ARB approval. The ARB shall prepare fence guidelines to be included within the Construction and Development Criteria.

Section 21. Rights of the Declarant. The Declarant and/or its designee has the right to maintain upon a portion of The Properties sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

ARTICLE X
AMENDMENT BY DECLARANT

The Declarant, as long as Declarant owns or is authorized by an owner of lands within the Development, reserves and shall have the sole right to (a) amend this Master Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Master Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee; and (e) to amend this Master Declaration during the first two (2) years after same has been recorded to comply with the request of any mortgagee referred to in Section 8 of Article VI. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association, provided that no amendment shall be inconsistent with the requirements of any governmental body having jurisdiction of The Properties, including the permit regulations imposed by the Suwannee River Water Management District. Any amendments which directly or indirectly impact operation and maintenance of the surface water management system shall require the approval of the Suwannee River Water Management District. Any such amendments shall not become effective until the instrument evidencing such amendment has been filed of record.

ARTICLE XI

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ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XII
AMENDMENT

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Alachua County, Florida, provided that no amendment shall be inconsistent with the requirements of any governmental body having jurisdiction of The Properties, including the permit regulations imposed by the Suwannee River Water Management District and/or local government jurisdiction. Any such amendments shall not become effective until the instrument evidencing such amendment has been filed of record. Every purchaser or subsequent grantee of any interest in the subdivision, by acceptance of a deed or other conveyance, therefore, thereby agrees that the restrictions may be amended as provided herein. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board of Directors at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Alachua County.

So long as the Declarant shall own any lands which are subject to potential annexation, no Declarant related amendment shall be made to this Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

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a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners.

b. Modifies the definitions provided for by Article I of this Master Declaration in a manner which alters the Declarant's rights or status.

c. Modifies or repeals any provision of Article II of this Master Declaration.

d. Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

f. Denies the right of the Declarant to convey to the Association Common Property.

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any provision of this Master Declaration or any Supplemental Declaration.

Amendments to this Master Declaration which directly or indirectly impact operation and maintenance of the surface water or stormwater drainage systems or related systems may be made after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawful adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to this Declaration which do not impact operation or maintenance of the surface water or stormwater drainage systems or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval. Any amendment to the Covenants and Restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District.

ARTICLE XIII

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COVENANTS COMMITTEE

Section 1. Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Nothing herein shall prohibit a Member from serving on both the ARB and the Covenants Committee. Acting in accordance with the provisions of this Master Declaration, the Bylaws, and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of the covenants, rules and regulations of the Association.

Section 2. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

a. **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(I) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period which, except in emergency situations which shall include but not be limited to noise pollution, shall be not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

b. **Notices.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten (1) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf; and

(iv) the proposed sanction to be imposed.

c. **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of

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the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

d. **Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice must be received by the manager, President, or Secretary of the Association within ten (10) days after the hearing date.

e. **Fines.** The Covenants Committee may impose special assessments against Parcel owned by the Owner as follows:

(I) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

(iii) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars ($1,000.00).

Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties. Fines shall be treated as an assessment subject to the provisions for the collection of assessments. All monies received from fines shall be allocated as directed by the Board of Directors. 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.

ARTICLE XIV
DURATION AND TERMINATION

The covenants and restrictions of this Master Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association and any Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Master Declaration and any Supplemental Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XV
ENFORCEMENT

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Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Master Declaration. Such enforcement may also be by official act of the Suwannee River Water Management District and/or local government jurisdiction, in accordance with the permit issued by said agency.

The failure of the Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should the Declarant, an Owner or the Association be required to enforce the provisions of any of these covenants or restrictions by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles and Bylaws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Master Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Master Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Parcel are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Master Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the

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Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

Section 5. Enforcement by Suwannee River Water Management District and/or Local Government Jurisdiction. The Suwannee River Water Management District and/or local government jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water and/or stormwater management systems.

ARTICLE XVI
MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this Master Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing, unless otherwise provided herein.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Master Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Printed Name: Rebecca Burns

Printed Name: Casey James

Printed Name: Rebecca Burns

Printed Name: Casey James

Declarant:
SAVANNAH STATION, a Florida joint venture,

By: LEGACY PROPERTY DEVELOPMENT, INC., a Florida corporation, joint venturer

By: _____
GEORGE E. FLETCHER, President

By: CLIPPER DEVELOPMENT, INC., a Florida corporation, joint venturer

By: _____
ROBERT HARTLEY, President

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STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROBERT L. HARTLEY**, President of **Clipper Development, Inc., joint venturer**, personally known to me, and he acknowledged executing the foregoing Master Declaration on behalf of said corporation, and he appeared in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid on this 27th day of April, 2006.

Notary Public State of Florida

DEBORAH J. HORLER
Notary Public - State of Florida
My Commission Expires Nov 5, 2008
Commission # DD335422
Bonded By National Notary Assn.

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **GEORGE E. FLETCHER,** President of **Legacy Property Development, Inc., joint venturer**, personally known to me, and he acknowledged executing the foregoing Master Declaration on behalf of said corporation, and he appeared in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid on this 27th day of April, 2006.

Notary Public State of Florida

DEBORAH J. HORLER
Notary Public - State of Florida
My Commission Expires Nov 5, 2008
Commission # DD335422
Bonded By National Notary Assn.

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EXHIBIT "A"

Legal Description
(Savannah Station, Phase 1)

A portion of Section 28, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:
BEGIN at a steel rod and cap at the Northeast corner of Pilot Forest Unit 2, a subdivision as per plat thereof recorded in Plat Book "R", page 44 of the public records of Alachua County, Florida and run thence North 00°28'52" East, along the East boundary of Section 28, Township 8 South, Range 18 East, 513.96 feet to an iron pipe; thence North 89°31'33" West, 209.92 feet to an iron pipe; thence North 00°29'23" East, 121.25 feet; thence North 89°31'08" West, 205.10 feet; thence South 00°28'52" West, 45.05 feet; thence North 89°34'37" West, 726.58 feet; thence North 00°25'23" East, 140.00 feet; thence North 89°34'37" West, 59.81 feet to the beginning of a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 53°58'30" an arc distance of 23.55 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 62°35'22" West, 22.69 feet; said end of curve being the beginning of a curve concave Southwesterly and having a radius of 150.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 12°30'10" an arc distance of 32.73 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 41°51'12" West, 32.67 feet; thence North 48°06'17" West, 104.15 feet to the beginning of a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 58°14'35" an arc distance of 25.41 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 18°58'59" West, 24.33 feet; said end of curve being the beginning of a curve concave Southwesterly and having a radius of 70.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 105°04'11" an arc distance of 128.37 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 42°23'47" West, 111.12 feet; said end of curve being the beginning of a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 46°49'35" an arc distance of 20.43 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 71°31'05" West, 19.87 feet; thence North 48°06'17" West, 183.12 feet to a point on the Southeasterly right of way line of County Road No. 235 (100 foot right of way); thence South 41°53'43" West, along said Southeasterly right of way line, 1307.62 feet to a nail and cap at the most Northerly corner of Pilot Forest, a subdivision as per plat thereof recorded in Plat Book "J", page 92 of the public records of Alachua County, Florida; thence South 48°06'17" East, along a boundary line of said Pilot Forest, a distance of 15.00 feet to a nail and cap at the beginning of a curve concave Southwesterly and having a radius of 99.65 feet; thence Southeasterly, along said boundary line and along the arc of said curve, through a central angle of 49°05'51" an arc distance of 85.39 feet to a steel rod and cap at the Northwest corner of Lot 54 of said Pilot Forest, said arc being subtended by a chord having a bearing and distance of South 23°33'22" East, 82.80 feet; thence South 89°34'37" East, along the North boundary line of said Lot 54 and along the North boundary line of said Pilot Forest Unit 2, a distance of 1111.63 feet to a 4"x 4" concrete monument (SAPP, LS 4948) at the Northeast corner of Lot 13 of said Pilot Forest Unit 2 and the Northwest corner of Lot 12 of said Pilot Forest Unit 2; thence South 89°33'11" East, along the North boundary line of said Pilot Forest Unit 2, a distance of 1270.19 feet to the POINT OF BEGINNING.
Containing 35.17 acres, more or less

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EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
SAVANNAH STATION OWNER'S ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, *Florida Statutes*, and pursuant to the following provisions ("these Articles");

ARTICLE I
NAME

The name of the corporation shall be **SAVANNAH STATION OWNER'S ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II
DURATION

The Association shall exist perpetually. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III
DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

a. **"Additional Property"** shall mean and refer to those real properties, together with any improvements thereon, other than the current Property, which are made subject to these Master Declaration under the provisions of Article II thereof.

b. **"Association"** shall mean and refer to the Savannah Station Owner's Association, Inc., a Florida corporation not for profit, or its successors and assigns.

c. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Master Declaration, the By-Laws, and these Articles of Incorporation of the Association.

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d. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any platted parcel which is part of The Properties and which is designated on the plat for ownership and maintenance by the Association.

e. **"The Declarant"** shall mean and refer to Legacy Property Development, Inc., a Florida corporation, and Clipper Development, Inc., a Florida corporation, their successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. **"Master Declaration"** shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Savannah Station executed on April 27, 2006, 2006, and recorded in the Public Records of Alachua County, Florida and as amended from time to time.

g. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 of the Master Declaration, and also to each Owner which may also be a member of said Association created pursuant to the terms of any Supplemental Declaration.

h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

i. **"Parcel"** shall mean and refer to each Lot and/or Residential Unit from time to time subject to the terms of the Master Declaration.

j. **"The Property"** shall mean and refer to the entire Property and any additional properties annexed thereto in the future.

k. **"Residential Unit"** shall mean and refer to each separately described portion of The Properties which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), condominium unit, zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter

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created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

l. **"Supplemental Declaration"** shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of the Master Declaration to Additional Property.

m. **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE IV
PRINCIPAL OFFICE

The principal office of the Association is located at 107 SW 140th Terrace, #2, Newberry, Florida 32669.

ARTICLE V
REGISTERED OFFICE AND AGENT

ROBERT L. HARTLEY whose address is **107 SW 140th Terrace, #2, Newberry, Florida 32669** is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation and care of all Common Property now owned or hereafter acquired by the Association, and all ditches, retention or detention areas, drainage systems, all Surface Water and Stormwater Management Systems, and preservation or conservation areas, wetlands and wetland mitigation areas which are controlled by the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles or the Bylaws of this Association. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of all Common Property and Surface Water or Stormwater Management Systems within its jurisdiction. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

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6.1 To fix and make assessments to the Owners of the Real Property, and collect the assessments, as well as any cost of collection including but not limited to reasonable attorneys' fees, by any lawful means.

6.2 To borrow money if needed to carry out the purpose and works of the Association.

6.3 To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed, i.e. to pay debts and obligations of the Association.

6.4 To maintain, repair, replace, operate, and care for real and personal property, including but without limitation all ditches, retention or detention areas, drainage other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and/or local government jurisdiction and the operation and maintenance plan attached thereto.

6.5 Purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Directors of the Association.

6.6 To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the Association property, subject to approval of the Suwannee River Water Management District and/or local government jurisdiction if said approval is so required.

6.7 To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

6.8 To do and perform anything required by these Articles, the By-Laws, or the Declaration to be done by a lot owner, but if not done by the lot owner in a timely manner, at the expense of such owner.

6.9 The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District Permit No._____ requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowners' Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowners' Association commenced. The Permittee shall demonstrate to

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the Suwannee River Water Management District's satisfaction that the Homeowners' Association is an active, ongoing concern, which the Permittee shall establish by submitting copies of all minutes of meetings of members of the Association and/or the Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowners' Association is an active, functioning and ongoing concern.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon Associations so formed.

ARTICLE VII
MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII
VOTING RIGHTS

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

a. **Class "A".** Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

b. **Class "B".** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 10 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 2920 votes based upon 292 permitted Residential Units in the Phase One Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

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(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

8.2 From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A" votes, other than those held by the Declarant, equal ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after submission of the last Property subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) day after receipt of such notice to exercise its veto.

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8.3 Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Notwithstanding the other provisions contained in these Articles or the Declaration to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE IX
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than nine (9) directors who need not be Members. The initial Board shall be comprised of four (4) persons. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all lands which are subject to potential annexation pursuant to Article II, Section 2, of the Master Declaration, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

Name	Address
George E. Fletcher	**1223 NW 114th Drive, Gainesville, Florida 32606**
Robert L. Hartley	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Cheryl Hartley	**14029 W. Newberry Rd., Newberry, Florida 32669**
Phillip W. Hartley	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Stephen G. Hartley	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Deborah Diamond	**14029 W. Newberry Rd., Newberry, Florida 32669**

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms,

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one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE X
OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Office	Name	Address
President	**Robert L. Hartley**	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Secretary/Treasurer	**George E. Fletcher**	**1223 NW 114th Drive Gainesville, FL 32606**
Vice President	**Cheryl Hartley**	**14029 W. Newberry Rd., Newberry, Florida 32669**
Vice President	**Phillip W. Hartley**	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Vice President	**Stephen G. Hartley**	**107 SW 140th Terrace, #2, Newberry, Florida 32669**
Vice President	**Deborah Diamond**	**14029 W. Newberry Rd., Newberry, Florida 32669**

ARTICLE XI
INDEMNIFICATION

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for

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the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

ARTICLE XIII
ADDITIONAL PROPERTY

Additional Property may be added from time to time to The Properties in accordance with the Master Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such Additional Property as may be contemplated by the Master Declaration.

The Association and each Member must accept as Members the Owners of all Parcels where the instrument hereafter annexing Additional Property to the jurisdiction of the Association provides that the Owners of the Parcels located therein are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

ARTICLE XIV
AMENDMENTS

Until such time as Members own ninety percent (90%) of the Properties, the Board of Directors may amend these Articles by adopting a resolution setting forth the amendment, without any vote of the Members, certifying the amendment to the Secretary of the State of Florida, and recording the amendment in the Public Records of Alachua County, Florida. At such time as

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Members own ninety percent (90%) of the Properties, amendments to these Bylaws shall be proposed and adopted in the following manner:

14.1 The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

14.2 Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

14.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

14.4 Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

14.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 14.1 through 14.3 had been satisfied.

14.6 The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

14.7 No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Master Declaration. So long as the Declarant shall own any lands within The Properties, no Declarant related amendment shall be made to the Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;

b. Modifies the definitions provided for by Article I of the Master Declaration in a manner which alters the Declarant's rights or status;

c. Modifies or repeals any provision of Article II of the Master Declaration;

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d. Alters the character and rights or membership as provided for by Article III of the Master Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

f. Denies the right of the Declarant to convey to the Association Common Property;

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Master Declaration or any Supplemental Declaration.

14.8 **Further Limitations.** Amendments to these Articles or the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water or Stormwater Management Systems or related systems may be made after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawful adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the Surface Water or Stormwater Management System or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval

14.9 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

ARTICLE XV
SUBSCRIBERS

The name and address of the Subscriber to these Articles of Incorporation is as follows:

Robert L. Hartley, 107 SW 140th Terrace, #2, Newberry, Florida 32669

ARTICLE XVI
NON-STOCK CORPORATION

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The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVII
DISSOLUTION OF ASSOCIATION

Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation all Surface Water or Stormwater Management Systems, ditches, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland or wetland mitigation areas which are owned by the Association or controlled by the Association, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District and/or local government jurisdiction. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification.

ARTICLE XVIII
INITIAL CONTROL BY DEVELOPER; CONDITION PRECEDENT TO TRANSFER OF CONTROL OF AN OWNER'S ASSOCIATION

Notwithstanding the other provisions contained in these articles to the contrary, **SAVANNAH STATION, a Florida joint venture,** their successors and assigns in interest ("Declarant"), shall have control of the activities of the Association until the Declarant relinquishes that right or ceases to be the owner of 90% of the parcels within the Development. The Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 27th day of April, 2006.

Signed, sealed and delivered in the presence of:

Printed Name

Printed Name:

ROBERT L. HARTLEY

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STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROBERT L. HARTLEY** to me known to be the Subscriber described in the foregoing Articles of Incorporation, and he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 27th day of April, 2006.

Notary Public ~~State of Florida~~

DEBORAH J. HORLER
Notary Public - State of Florida
My Commission Expires Nov 5, 2008
Commission # DD335422
Bonded By National Notary Assn.

ACCEPTANCE OF REGISTERED AGENT

THE UNDERSIGNED having been named herein to act as Registered Agent for said corporation, herein accepts and agrees to act in this capacity.

ROBERT L. HARTLEY

COPY

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3.3 **Voting Rights.** Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

3.4 **Designation of Voting Representative.** If Real Property is owned by one person or entity, its rights to vote shall be established by the record title to the Real Property. If Real Property is owned by more than one person or entity, the person entitled to cast the votes for the Real Property shall be designated by a certificate signed by all of the record Owners of the Real Property and filed with the Secretary of the Association. If Real Property is owned by a general or limited partnership, the person entitled to cast the votes for the Real Property shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If Real Property is owned by a corporation, the person entitled to cast the votes for the Real Property shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If Real Property is owned in trust, the person entitled to vote for the Real Property shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Real Property concerned. A certificate designating the person entitled to cast the votes of Real Property in writing by any Owner thereof. Provided, however, that no Owner or designee shall vote in excess of the voting rights allocated to the Real Property pursuant to the Declaration.

3.5 **Approval or Disapproval of Matters.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 **Restraint Upon Assignment of Shares in Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Real Property.

4. MEMBERS' MEETINGS.

4.1 **Annual Members' Meetings.** The annual Members' meeting shall be held at the office of the Association at 5:00 p.m. on the ____ day of January of each year for the purpose of appointing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day which is not a legal or religious holiday. Provided, the Board of Directors shall have the discretion to hold the annual meeting at any other time during the month of January which they may deem to be more convenient to the Members of the Association. At any meeting, whether annual or special, of the Members or Directors, at which a Motion is made concerning the surface water or storm water management system a motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least ten (10) days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

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EXHIBIT "C"

BYLAWS
of
SAVANNAH STATION OWNER'S ASSOCIATION, INC.,
a Non-Profit Corporation

1. **DEFINITIONS.** When used in these Bylaws, the terms defined in Article III of the Articles of Incorporation of **SAVANNAH STATION OWNER'S ASSOCIATION, INC.** ("the Articles") shall have the same meanings as in the Articles. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

2. **IDENTITY.** These are the Bylaws of **SAVANNAH STATION OWNER'S ASSOCIATION, INC.**, a corporation not for profit organized pursuant to Chapter 617, *Florida Statues* (the "Association").

2.1 **Office.** The office of the Association shall be located at 107 SW 140th Terrace, #2, Newberry, Florida 32669 or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

3. **MEMBERS.**

3.1 **Qualification.** The Members of the Association shall consist of every Owner, including the Declarant, and in the case of multiple Owners, every group of record owners, of Real Property within The Properties. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Real Property. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners."

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to Real Property under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

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4.2 **Special Members' Meetings.** Special meetings of the Members may be called by any one of the following persons or groups:

(a) The Board of Directors, or

(b) The holders of not less than 50% of all of the votes entitled to be voted at the meeting.

4.3 **Notice of All Meetings of Members.** Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting.

4.4 **Quorum.** A quorum at Members' meetings shall consist of thirty percent (30%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Master Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 **Proxies.** Every Member entitled to vote at a meeting of members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his attorney-in-fact. To be valid, a proxy must be dated, must state the date, time, and place it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Real Property giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

4.6 **Adjourned Meetings.** When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

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4.7 **Order of Business.** The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

a. Calling of the roll and certifying of proxies.
b. Proof of notice of meeting or waiver of notice.
c. Reading and disposal of any unapproved minutes.
d. Appointment of Directors.
e. Reports of Officers.
f. Reports of Committees.
g. Appointment of Nominating Committee.
h. Unfinished business.
i. New business.
j. Adjournment.

4.8 **Minutes of Meetings.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. BOARD OF DIRECTORS.

5.1 **Number.** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors. The initial Board shall be comprised of four (4) directors. Anything in these Bylaws to the contrary notwithstanding, until such time as Declarant has conveyed to purchasers all lands subject to the Declaration, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association.

5.2 **Term of Office.** The Members shall elect the directors for a term of three (3) years each, as provided in the Articles. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members, or by a majority vote of the Board of Directors. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining directors and shall serve for the unexpired term of his predecessor.

5.4 **Directors' Fees.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 **Election.** Election to the Board of Directors shall be by written ballot or oral declaration as hereinafter provided: At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes (without regard to class) for each vacancy shall be elected. The election shall be by written ballot unless a majority of the members present at such meeting

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specifically elect to waive this provision, at which time each member may cast his/her vote(s) orally; provided, however, that in the event that there are no more nominations for director than vacancies on the board, those nominees shall stand elected by acclamation, and balloting shall not be necessary

5.6 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

5.8 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors or agents of the Declarant, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

5.9 Ballots. All elections to the Board of Directors shall be made on written ballot which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.10 Number of Ballots. Each Member shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Section 5.11, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

5.11 Election Committee; Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) Members appointed by the Board of Directors. The Election Committee shall then:

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a. Establish that external envelopes were not previously opened or tampered with in any way; and

b. Open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope; and

c. Confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

d. If the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

6. MEETINGS OF DIRECTORS.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually without notice at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to the Members.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association, or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally or by first class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting.

6.3 Waiver of Notice of a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Associations' records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the

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place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

6.5 **Quorum.** A quorum at directors' meeting shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, a Supplemental Declaration, the Articles, or these Bylaws.

6.6 **Adjourned Meetings.** A majority of the directors present whether or not a quorum exits, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 **Action by Directors Without a Meeting.** Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 **Presiding Officer.** The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.9 **Powers and Duties of Board of Directors**. All of the powers and duties of the Association existing under chapter 617, *Florida Statutes*, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. OFFICERS.

7.1 **Officers and Election.** The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 **President.** The President shall be the chief executive officer of the Association.

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He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The Duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 **Compensation.** The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. **BOOKS AND RECORDS.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of Suwannee River Water Management District. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

9. **FISCAL MANAGEMENT.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

a. **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not be limited to, in any order:

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(1) Professional, administration and management fees and expenses;

(2) Taxes on Common Property;

(3) Expense for utility services and maintenance expense relating to the Common Property, roadway, landscape and drainage easements shown on the Exhibit "B" to the Declaration, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water and/or stormwater management works, preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association;

(4) Insurance costs;

(5) Administrative and salary expenses;

(6) Operating capital;

(7) Performance of obligations imposed by any unit of local, regional, state, or the federal government and to enforce the provisions of the Declaration, the Articles of Incorporation and these By-laws.

(8) Other expenses.

b. **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

c. **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 **Budget.** The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves.

9.3 **Depository.** The depository of the Association will be such banks in Alachua County, Florida, as shall be designated from time to time by the directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

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10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. REGULATORY COMPLIANCE. The Association shall comply with any obligations imposed by the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surface water and stormwater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association. Notwithstanding anything contained herein to the contrary, any amendments to these bylaws which directly or indirectly impact operation and maintenance of the surfacewater and stormwater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water and stormwater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made after approval by the Suwannee River Water Management District and any unit of local government having jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Articles or these Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District or any unit of local government having jurisdiction; however, copies of any such amendments shall be forwarded to the District and any unit of local government having jurisdiction, within 30 days of approval.

Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowners' Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowners' Association commenced. The Permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Homeowners' Association is an active, ongoing concern, which the Permittee shall establish by submitting copies of all minutes of meetings of members of the Association and/or the Board of Directors, with copies of all operation and maintenance expenses incurred, and copies of documentation showing that all assessments that were levied have been collected, and copies of such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowners' Association is an active, functioning and ongoing concern.

12. AMENDMENT. Amendments to these Bylaws shall be proposed and adopted in the following manner:

12.1 <u>Resolution</u>. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

12.2 <u>Notice</u>. Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote

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thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 **Vote.** At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

So long as the Declarant shall own any lands within the Properties no Declarant related amendment shall be made to the Declaration, or to the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

(i) Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other owners.

(ii) Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status.

(iii) Modifies or repeals any provision of Article II of the Declaration.

(iv) Alters the character and rights of membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

(v) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

(vi) Denies the right of the Declarant to convey Association Common Property.

(vii) Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

12.4 **Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

12.5 **Agreement.** If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of 12.3 relative to the Declarant, then the amendment shall thereby be adopted as though Subsection 12.1 through 12.3 had been satisfied.

12.6 **Recording.** A copy of each amendment shall be recorded in the Public Records of Alachua County, Florida, as soon as possible after adoption.

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12.7 **Provisions.** No amendment shall make any changes in the qualifications for membership or the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, *Florida Statutes*, or with the Declaration or Articles of Incorporation.

12.8 **Regulatory Approval.** Amendments to these Bylaws or the Articles which directly or indirectly impact operation and maintenance of the surface water or stormwater drainage systems or related systems, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and/or local government jurisdiction under the lawfully adopted rules of the Suwannee River Water Management District and/or local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the surface water or stormwater drainage systems or related systems may be made without authorization of the Suwannee River Water Management District and/or local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within 30 days of approval

13. **PRONOUNS.** Whenever the context permits, the singular shall include the plural and one gender shall include all.

The foregoing were adopted as the Bylaws of the **SAVANNAH STATION OWNER'S ASSOCIATION, INC.,** a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 2006.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of this 27th day of April, 2006.

Signed, sealed and delivered
in the presence of:

_____

_____

By: _____
ROBERT L. HARTLEY

APPROVED:

_____
George E. Fletcher, Director

_____
Robert L. Hartley, Director

_____
Cheryl Hartley, Director

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Phillip W. Hartley, Director

Stephen G. Hartley, Director

Deborah Diamond, Director

COPY

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ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2017 PAID REAL ESTATE 1014203

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD		MILLAGE CODE
03905 002 000		APPLICABLE VALUES AND EXEMPTIONS BELOW	1700

Unassigned Location RE

SE1/4 LYING SE OF SR 235 ALSO THE E1/2 OF SE1/4 N OF
See Additional Legal on Tax Roll

WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.4648	11,600	0	11,600	98.19
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.2655	11,600	0	11,600	14.68
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP33 PROJECT (S01)	1.5000	11,600	0	11,600	17.40
SCHL DISCRNRY & CN (S01)	0.7480	11,600	0	11,600	8.68
SCHL GENERAL	4.3770	11,600	0	11,600	50.77
SCHOOL VOTED (S01)	1.0000	11,600	0	11,600	11.60
SUWANNEE RIVER WATER MGT DIST	0.4027	11,600	0	11,600	4.67
17 CITY OF ALACHUA	5.3900	11,600	0	11,600	62.52
TOTAL MILLAGE	23.1480		**AD VALOREM TAXES**		$268.51

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 $268.51

If Paid By	Mar 31, 2018				
Please Pay	$0.00				

Please Retain this Portion for your Records. Receipt Available Online.

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2017 PAID REAL ESTATE 1014203

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 5830 NW 34TH BLVD • GAINESVILLE, FL 32653-2115

ACCOUNT NUMBER	SITUS	MESSAGE
03905 002 000	Unassigned Location RE	

WACO PROPERTIES INC
569 EDGEWOOD AVE SOUTH
JACKSONVILLE, FL 32205

IF PAID BY	PLEASE PAY
☐ Mar 31, 2018	$0.00
☐	
☐	
☐	
☐	

Receipt # 17-0142783 $268.51 Paid 03/29/2018

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2017 PAID REAL ESTATE 1014776

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD		MILLAGE CODE
03980 002 001		APPLICABLE VALUES AND EXEMPTIONS BELOW	1700

Unassigned Location RE

W1/2 LESS R/W SR 235 & SR 235 A & SCL R/W ALSO THAT P
See Additional Legal on Tax Roll

WACO OF ALABAMA INC
PO BOX 6937
JACKSONVILLE, FL 32236-6937

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.4648	30,400	0	30,400	257.33
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.2655	30,400	0	30,400	38.47
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL CAP33 PROJECT (S01)	1.5000	30,400	0	30,400	45.60
SCHL DISCRNRY & CN (S01)	0.7480	30,400	0	30,400	22.74
SCHL GENERAL	4.3770	30,400	0	30,400	133.06
SCHOOL VOTED (S01)	1.0000	30,400	0	30,400	30.40
SUWANNEE RIVER WATER MGT DIST	0.4027	30,400	0	30,400	12.24
17 CITY OF ALACHUA	5.3900	30,400	0	30,400	163.86
TOTAL MILLAGE	23.1480		**AD VALOREM TAXES**		$703.70

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 $703.70

If Paid By	Mar 31, 2018				
Please Pay	$0.00				

Please Retain this Portion for your Records. Receipt Available Online.

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2017 PAID REAL ESTATE 1014776

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PLEASE PAY IN U.S. FUNDS (NO POSTDATED CHECKS) TO JOHN POWER, TAX COLLECTOR • 5830 NW 34TH BLVD • GAINESVILLE, FL 32653-2115

ACCOUNT NUMBER	SITUS	MESSAGE
03980 002 001	Unassigned Location RE	

WACO OF ALABAMA INC
PO BOX 6937
JACKSONVILLE, FL 32236-6937

IF PAID BY	PLEASE PAY
☐ Mar 31, 2018	$0.00
☐	
☐	
☐	
☐	

Receipt # 17-0142783 $703.70 Paid 03/29/2018

Prepared by and return to:
Julie Naim, Esq.
McCarty, Naim, Focks & Keeter, PLLC
2630A NW 41st Street
Gainesville, FL 32606
Telephone: 352-240-1226

_____[Space Above this Line for Recording Data]_____

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAVANNAH STATION

THIS SUPPLEMENTAL DECLARATION is made effective this _____ day of _____, 2018, by LEGACY PROPERTY DEVELOPMENT, INC. a Florida Corporation ("Declarant"), as successor by merger with Savannah Station Joint Venture, a Florida joint venture, having an address of 4510 NW 6th Place, 3rd Floor, Gainesville, FL 32607.

WITNESSETH

WHEREAS, Savannah Station Joint Venture, a Florida joint venture, executed the Master Declaration of Covenants, Conditions and Restrictions for Savannah Station, as recorded in the Official Records Book 3369, Page 1027 of the Official Records of Alachua County, Florida ("Master Declaration");

WHEREAS, Legacy Property Development, Inc. is the successor by merger with Savannah Station Joint Venture and is the current Declarant under the terms of the Master Declaration;

WHEREAS, Article II of the Master Declaration provides that the Declarant may annex additional property to be subject to the Master Declaration;

WHEREAS, Article II, Paragraph 3 of the Master Declaration provides that the Declarant may annex additional property through the filing of a Supplemental Declaration, which Supplemental Declaration shall subject the real property to be annexed to the covenants and restrictions of the Master Declaration and also to additional covenants and restrictions not inconsistent with the Master Declaration;

WHEREAS, Declarant is now developing Phase II of Savannah Station and desires the lots and common areas of Phase II to become subject to the Master Declaration.

NOW THEREFORE, the Declarant hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration and which are defined by the Master Declaration shall have the meanings assigned to them by the Master Declaration.

2. The Declarant hereby declares that the land described on Exhibit A, attached hereto, ("Phase II Annexed Property") is hereby added to the property governed by the Master Declaration and such land and any portion thereof shall be held, transferred, sold, conveyed

and occupied subject to all covenants, restrictions, easements, charges, liens and all other matters contained in the Master Declaration, as may be amended from time to time. Such annexation is being made pursuant to the terms of the Master Declaration for the purpose of annexing additional property to the scheme of the Master Declaration and extending the jurisdiction of the Association to the Additional Property.

3. The Declarant is the owner of the Phase II Annexed Property and no other person or entities may claim an interest therein, with the exception of the mortgage holder, who has executed the Joinder and Consent attached hereto.

4. This Supplemental Declaration shall become effective upon recording in the Public Records of Alachua County, Florida. The Master Declaration remains in full force and effect as of the date first recorded, except as specifically supplemented by this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant caused this Supplemental Declaration to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

LEGACY PROPERTY DEVELOPMENT, INC.
A Florida Corporation

_____

Print name: _____

By: _____
Name: George Fletcher
Its: President

_____

Print name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **GEORGE FLETCHER as President of LEGACY PROPERTY DEVELOPMENT, INC. a Florida Corporation,** who is personally known to me or who produced _____ as identification.

[Notary Seal]

_____
Notary Public
Name, Commission Number, and Expiration Date together with affixed Seal.

JOINDER AND CONSENT

_____ (the "Lender"), whose post office address is _____ is the holder and owner of a mortgage executed by Legacy Property Development, Inc. Such mortgage is recorded in the Official Records of Alachua County, Florida in Official Records Book _____, Page _____ (the "Mortgage"). The Mortgage encumbers that certain property which is described in the attached Exhibit A and which has will be Phase II of Savannah Station.

For ten dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Lender, for the benefit of the Lender, hereby joins in, consents to and subordinates the lien of the Mortgage, as it currently exists and as it may be modified, amended and assigned from time to time, to this Supplemental Declaration of Covenants, Conditions and Restrictions for Savannah Station with the intent that the Mortgage shall be subject to and subordinate to this Supplemental Declaration of Covenants, Conditions and Restrictions for Savannah Station and the Master Declaration of Covenants, Conditions and Restrictions for Savannah Station, as recorded in the Official Records Book 3369, Page 1027 of the Official Records of Alachua County, Florida.

_____
By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **_____,** who is personally known to me or who produced _____ as identification.

[Notary Seal]

_____
Notary Public
Name, Commission Number, and Expiration Date together with affixed Seal.

LEGAL DESCRIPTION

DATE: October 19, 2018
CLIENT: Fletcher Development, LLC
PROJECT NAME: Savannah Station Phase 2
PROJECT NO: 17-0293
DESCRIPTION FOR: Boundary for Savannah Station Phase 2
Tax Parcel No. 03905-002-00 and **Tax Parcel No. 03980-002-001**

LEGAL DESCRIPTION: (AS FURNISHED PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT, ISSUING OFFICE FILE NUMBER: 17-161, COMMITMENT DATE: APRIL 27, 2018)

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND RUN THENCE NORTH 00°36'37" EAST, ALONG THE EAST BOUNDARY OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1209.25 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT-OF-WAY); THENCE SOUTH 41°53'43" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 3,672.79 FEET TO A NAIL AND CAP AT THE NORTHERLY MOST CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 48°06'17" EAST, ALONG A BOUNDARY LINE OF SAND PILOT FOREST, A DISTANCE OF 15.00 FEET TO A NAIL AND CAP AT THE BEGINNING OF CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 99.65 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID BOUNDARY LINE OF PILOT FOREST AND WITH SAID CURVE, THROUGH AN ARC ANGLE OF 49°08'06", AN ARC DISTANCE OF 85.46 FEET (CHORD BEARING AND DISTANCE OF SOUTH 23°32'14" EAST, 82.86 FEET RESPECTIVELY) TO A STEEL ROD AND CAP AT THE NORTHWEST CORNER OF LOT 54 OF SAID PILOT FOREST; THENCE RUN SOUTH 89°34'18" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 54 AND ALONG THE NORTH LINE OF PILOT FOREST UNIT 2, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "R", PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 2381.83 FEET TO A STEEL ROD AND CAP AT THE NORTHEAST CORNER OF SAID PILOT FOREST UNIT 2; THENCE RUN NORTH 00°28' 52" EAST, ALONG THE EAST BOUNDARY OF THE SAID SECTION 28, A DISTANCE OF 514.28 FEET TO AN IRON PIPE; THENCE RUN NORTH 89°30'42" WEST, A DISTANCE OF 210.00 FEET TO AN IRON PIPE; THENCE RUN NORTH 00°28'52" EAST, A DISTANCE OF 210.00 FEET TO AN IRON PIPE; THENCE RUN SOUTH 89°30'42" EAST, A DISTANCE OF 210.00 FEET TO AN IRON PIPE ON SAID EAST BOUNDARY OF SECTION 28; THENCE RUN NORTH 00°28'52" EAST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 904.29 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE MAINTAINED RIGHT OF WAY FOR COUNTY ROAD N.W. 157TH STREET (FORMERLY KNOWN AS COUNTY ROAD N.W. 19).

LESS AND EXCEPT:

A PORTION OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A STEEL ROD AND CAP AT THE NORTHEAST CORNER OF PILOT FOREST UNIT 2, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK R, PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA

COUNTY, FLORIDA, AND RUN THENCE NORTH 00°28'52" EAST, ALONG THE EAST BOUNDARY OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 18 EAST, 513.96 FEET TO THE AN IRON PIPE; THENCE NORTH 89°31'33" WEST, 209.92 FEET TO AN IRON PIPE; THENCE NORTH 00°29'23" EAST, 121.25 FEET; THENCE NORTH 89°31'08" WEST, 205.10 FEET; THENCE SOUTH 00°28'52" WEST, 45.05 FEET; THENCE NORTH 89°34'37" WEST, 726.58 FEET; THENCE NORTH 00°25'23" EAST, 140.00 FEET; THENCE NORTH 89°34'37" WEST, 59.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°58'30", AN ARC DISTANCE OF 23.55 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 62°35'22" WEST, 22.69 FEET; SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°30'10", AN ARC DISTANCE OF 32.73 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 41°51'12" WEST, 32.67 FEET; THENCE NORTH 48°06'17" WEST, 104.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET ; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°14'35", AN ARC DISTANCE OF 25.41 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°58'59" WEST, 24.33 FEET; SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 42°23'47" WEST, 111.12 FEET; SAID END OF CURVE BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°49'35", AN ARC DISTANCE OF 20.43 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 71°31'05" WEST, 19.87 FEET; THENCE NORTH 48°06'17" WEST, 183.12 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE SOUTH 41°53'43" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 1307.62 FEET TO A NAIL AND CAP AT THE MOST NORTHERLY CORNER OF PILOT FOREST, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 92 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 48°06'17" EAST, ALONG A BOUNDARY LINE OF SAID PILOT FOREST, A DISTANCE OF 15.00 FEET TO A NAIL AND CAP AT THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 99.65 FEET; THENCE SOUTHEASTERLY, ALONG SAID BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°05'51", AN ARC DISTANCE OF 85.39 FEET TO A STEEL ROD AND CAP AT THE NORTHWEST CORNER OF LOT 54 OF SAID PILOT FOREST, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 23°33'22" EAST, 82.80 FEET; THENCE SOUTH 89°34'37" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 54 AND ALONG THE NORTH BOUNDARY LINE OF SAID PILOT FOREST UNIT 2, A DISTANCE OF 1111.63 FEET TO A 4"X 4" CONCRETE MONUMENT (SAPP, LS 4948) AT THE NORTHEAST CORNER OF LOT 13 OF SAID PILOT FOREST UNIT 2 AND THE NORTHWEST CORNER OF LOT 12 OF SAID PILOT FOREST UNIT 2; THENCE SOUTH 89°33'11" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID PILOT FOREST UNIT 2, A DISTANCE OF 1270. 19 FEET TO THE POINT OF BEGINNING.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF