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ALACHUA COUNTY, Florida



DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

OAKMONT AT GAINESVILLE

THIS DOCUMENT PREPARED BY:

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
OAKMONT AT GAINESVILLE

THIS DECLARATION is made this _____ day of _____, 2014, by **CC OAKMONT, LLC**, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Articles**. Shall mean the Articles of Incorporation of the Association, as amended from time to time. A coy of the initial Articles of Incorporation are attached hereto as Exhibit "B"

Section 2.2 **Association**. The **OAKMONT AT GAINESVILLE PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit and its successors and assigns (the "Association"). This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.3 **Board**. The Board of Directors of the Association.

Section 2.4 **Building Site**. No Building Site shall include any portion of the Common Area or any other portion of the Property owned by the Association.

Section 2.5 **Bylaws**. Shall mean the Bylaws of the Association, as amended from time to time. A copy of the initial Bylaws of the Association are attached hereto as Exhibit "C".

Section 2.6 Common Service Contracts. This term shall have the meaning ascribed to it by Section 6.3 hereof.

Section 2.7 **Common Systems**. This term shall have the meaning ascribed to it by Section 6.3 hereof.

Section 2.8 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.6, or by recording a Supplementary Declaration, pursuant to the terms of Section 3.2 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit "D" attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.9 **Community Development District**. Parker Road Community Development District, as authorized by the Board of County Commissioners of Alachua County, Florida (the "CDD").

Section 2.10 **Developer**. **CC OAKMONT, LLC,** a Florida limited liability company and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to **CC OAKMONT, LLC** as the Developer of the Property is not intended and shall not be construed, to impose upon **CC OAKMONT, LLC** any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from **CC OAKMONT, LLC** and develop and resell the same.

Section 2.11 **Lot**. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association.

Section 2.12 **Owner**. The record owner or owners of any Lot or Building Site.

Section 2.13 **Property or OAKMONT AT GAINESVILLE**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.14 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling.

Section 2.15 **Service Providers**. This term shall have the meaning ascribed to it by Section 6.3 hereof.

Section 2.16 **Surface Water or Stormwater Management System.** "Surface Water System" means a Surface Water or Storm Water Management System which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water, as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

To the extent that the Stormwater Management Systems and/or the Conservation Areas are not owned and maintained by the CDD, Alachua County shall have a direct right of enforcement of this Declaration of Covenants related to Stormwater Management Systems and the Conservation Areas. In the event of a breach of the Restrictions by the owner, the County must be notified immediately. The County may pursue all available legal remedies to correct a violation. Such remedies include but are not limited to initiating an enforcement proceeding before the Code Enforcement Board; civil action; and action for injunctive relief.

Section 2.17 **Common Area/Open Space Management Plan, (the "Management Plan").** The common area/open space of the Oakmont Planned Development includes natural areas, altered or landscaped areas, and improved areas. The Management Plan provides specific methods for safely and effectively maintaining each of these areas. In addition, the plan addresses gopher tortoise protection, operation and maintenance of stormwater facilities, strategies for addressing geologic features, and wildfire prevention and mitigation. The Association and/or the CDD will be the entity responsible for the management of all common area/open space areas. Any contract issued by the Association and/or the CDD for services related to the management of common area/open space will specifically require the applicable criteria outlined in this plan.

Section 2.18 **Street Trees**. Trees as indicated on the landscape plan and materials specifications designed by Buford Davis & Associates and approved by Alachua County.

Section 2.19 **Canopy Trees**. Trees as indicated on the landscape plan and materials specifications designed by Buford Davis & Associates and approved by Alachua County as follows: Acer Rubrum – Red Maple, Cercis Canadensis – Redbud (for use on 50' wide and 65' wide lots only), Frazinus Americana – White Ash, Magnolia Grandiflora – Magnolia, Quercus Austrina – Bluff Oak, Quercus Virginiana – Live Oak, Ulmus Alata – Winged Elm

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot or Building Site, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property

subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Alachua County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Alachua County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn and would require approval of Suwannee River Water Management District and Alachua County, Florida if the withdrawal of lands affects the Surface Water or Storm Water Management System and would require the approval of Alachua County, Florida if the withdrawal of lands affects the Gopher Tortoise Conservation Easement or Management Plan or affects the proportion or location of open space required by the Planned Development Master Plan, final development plans or plats for Oakmont.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.1 **Membership**. Every Owner of a Lot is a member of the Association. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot.

Section 4.2 **Classification**. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A members are all Owners except the Developer and are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members are all Owners, including Developer so long as Developer is an Owner.

(b) Class B. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) December 31, 2024;

(ii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

Section 4.3 **Co-Ownership**. If more than one person holds the record title to any Lot, all such Persons are members but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves but no split vote is permitted.

ARTICLE V
COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association and/or the CDD, subject to covenants, easements, restrictions, and other matters of record, on or before the date that is one hundred twenty (120) days after the Developer shall no longer own any Lot or Building Site, and the Association and/or CDD shall accept such conveyance or assignment. Upon the recordation of any plat, deed or deeds conveying Common Area to the Association and/or the CDD, the Association and/or the CDD shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. At all times the conveyance of the common area will be subject to this Declaration.

Section 5.2 **Owners' Easement of Enjoyment**. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer, Association or the CDD;

(e) The rights of the Developer under Sections 3.2 and 3.3 to add to or withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area**. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 5.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as the Developer shall own any Lot or Building Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion, subject to any governmental approvals required by Section 3.3, above. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot or Building Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot or Building Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Alachua County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.6 hereof, or subsequently designated as such by the Developer pursuant to Section 3.2 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 **Maintenance of Common Area and Compliance with Applicable Permits**. The Association and/or the CDD shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Common Area/Open Space shall be maintained in accordance with the Management Plan described on Exhibit "D" attached hereto and made a part hereof. The Association and/or the CDD shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the Florida Department of Environmental Protection ("FDEP"), Suwannee River Water Management District ("SRWMD"), or Alachua County, Florida. Notwithstanding any provision of this Declaration to the contrary, the Association and/or the CDD shall be responsible for the maintenance, operation and repair of specific portions of the Surface Water or Stormwater Management System, in accordance with the Management Plan and as more particularly set forth in the applicable permits for the construction and operation thereof. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SRWMD and Alachua County, Florida. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SRWMD and Alachua County, Florida. All maintenance obligations of the Association and/or the CDD shall be performed as ordered by the Board of Directors of the Association and/or the CDD, and all or any portion of the cost of such maintenance incurred by the Association and/or CDD pursuant to this Section 5.4, shall be a common expense of the Association and/or CDD to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes**. The Developer hereby reserves for itself, the Association, the CDD, and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of the Property to be maintained by the Association and/or CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner that unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Section 5.6 **Common Area/Open Space Management Plan**. The Developer will develop a Management Plan and reserve a specific area for a Gopher Tortoise habitat within the Common Area. The Association and/or the CDD, subject to the rights of the Declarant and the Owners set forth in this Declaration of Covenants and Restrictions, shall be responsible for the exclusive management, maintenance and control of the Common Area and protection of the Gopher Tortoise population occupying the Property in accordance with the Management Plan and Gopher Tortoise Conservation Easement which are included in Exhibit "D" subject to the requirements of the Management Plan, included in "Exhibit "D".

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot or Building Site within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot and Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 **Purpose of Assessments**.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Sections 5.4 and 7.1 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area, including the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all or any portion of the Surface Water or Stormwater Management System permitted by the Suwannee River Water Management District Permit No. 05-0012, and approved by Alachua County, Florida, as amended from time to time, including all operation, sampling, testing, monitoring and maintenance requirements as specified by said permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 6.4 hereof.

Section 6.3 **Bulk Rate Service Agreements**. As a common service to the Owners, the Association may enter into contracts ("Common Service Contracts"), including bulk rate service agreements, with providers ("Service Providers") of cable television, internet access, security, telephone and similar utilities for the construction, management, maintenance, modification and operation of such systems and utilities ("Common Systems"). All expenses incurred by the Association in connection with any Common Service Contract or Common System shall

constitute an expense which may be funded through the collection of assessments pursuant to this Article VI; provided however, if particular or additional services or benefits are provided to particular Lots or building parcels, the benefited Owner shall pay the Service Provider directly for such services, or the Association may assess such costs as an Area Assessment pursuant to Section 6.5 hereof. The terms of any Common Service Contract may obligate individual Owners to execute subscription agreements or other contracts directly with the applicable Service Providers, or alternatively, the Association may execute Common Service Contracts on behalf of all Owners. All such agreements or other contracts may contain terms and conditions relating to the use and access of the systems described therein which, if violated by the Owner or any other person, may result in services to the applicable Lot or building parcel being terminated by the Service Provider or the Association. The termination of service for such a violation shall not relieve the applicable Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining to the applicable Common Service Contract or Common Systems. The Association shall have no obligation to utilize any particular Service Provider and all Common Service Agreements shall contain such terms and provisions as the Association shall reasonably deem appropriate in its sole discretion.

Section 6.4 **Calculation and Collection of Assessments**. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

Owners of Lots shall pay a pro rata share of annual and special assessments upon a fraction, the numerator of which is the number of Lots owned by an Owner, and the denominator of which is the total number of lots within **OAKMONT AT GAINESVILLE.** Except as hereafter provided, the annual assessment amount allocated to each Lot is hereby established to be, and shall not exceed, Two Hundred and No/100 Dollars ($200.00) per month per Lot. From and after December 31, 2014, such amount may be decreased, or increased by an amount not to exceed fifteen percent (15%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Lot may be increased above the fifteen percent (15%) limitation set forth in this Section 6.4.

Section 6.5 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association**. The lien of the Association shall be effective from and after recording in the public records of Alachua County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. Any assessment installment not paid within fifteen (15) days after the due date, the Association shall be entitled to collect a late fee of Twenty Five and No/100 Dollars ($25.00) for each such unpaid assessment in an amount to be determined by the Board of Directors in its sole discretion, and such installment shall bear interest from the due date at the highest lawful rate until it is paid in full. The Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount

of such delinquent assessment installment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement. The lien of any assessment is subordinate to the lien of any first mortgage. 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.

Section 6.6 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage that is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.7 **Capitalization of the Association**. Upon acquisition of record title to a Residential Dwelling Unit or an unimproved Lot from Declarant, or a Residential Dwelling Unit from any Owner other than Declarant, each Owner acquiring such Residential Dwelling Unit or Lot shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual assessment attributable to such Residential Dwelling Unit or Lot, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Dwelling Unit or Lot, and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 6.7.

Section 6.8 **Transfer Fees**. In connection with any request by an Owner or a prospective purchaser of a Residential Dwelling Unit for a confirmation of assessments owed to the Association or to process a change of ownership on the books and records of the Association, as a condition to providing such service, the Association shall have the right to charge a reasonable fee to the party making the request in an amount to be determined by the Board of Directors.

Section 6.9 **Developer's Assessments**. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of

the first Lot or Building Site in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots and Buildings Sites owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots or Building Sites within the Property.

Section 7.0 **Special Assessments.** The Association and/or CDD 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 and/or CDD with or without approval of the membership of the Association and/or CDD. Special assessments shall be due and payable within 30 days of the assessment being levied.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1 **Maintenance**. The Association may install and provide routine landscaping maintenance for each Lot in a manner, and with such frequency, as is consistent with good property management practices, provided, however, nothing in this Declaration shall obligate the Association to provide landscaping maintenance for the Lots. In the event the Association elects to provide landscaping maintenance for the Lots, the cost of such landscaping maintenance shall be included in the Annual Assessments described in Article VI hereof. Such maintenance may include maintenance and care of trees, shrubs, grass, and other landscaped areas lying within each Lot. Such maintenance shall not include any items not specifically mentioned herein, including, without limitation, fencing or replacement of trees, shrubs, grass or other landscaped areas. Further, the Association shall have no obligation to maintain any yard area within a Lot that is enclosed by any fence, wall or similar structure or landscaping designed to restrict access to such portion of the Lot. The yard area is defined specifically as the area where sod and/or landscaping exist. The Owner shall be responsible to maintain sod and/or landscaping within such yard area to a level that meets or exceeds the standard established for **OAKMONT AT GAINESVILLE,** including but not limited to, routine pest control and fertilization. Further, if there is damage to the yard area resulting from either infestation of bugs or weather damage, the Owner shall be responsible to begin restoration of said damage within (30) days. Nothing contained herein shall require the Association to perform any maintenance, repair or restoration due to fire or other casualty occurring to any Unit or on any Lot.

Section 7.2 **Services**. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, Bylaws or rules and regulations. The Association may contract with others to furnish trash

collection, lot maintenance, or other services or materials, to all of the Lots. Nothing herein shall be deemed to require the Association to provide such services.

Section 7.3 **Rules and Regulations**. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and any Common Area, or any combination, so long as such rules and regulations are consistent with the rights and duties established by this Declaration, the Articles and Bylaws as they from time to time may be amended. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, provided that no rule, regulation, decision, or other action that reasonably may have the effect of waiving, lessening, impairing, or otherwise interfering with the scope or enforcement, or both, of any restriction imposed upon the property by this Declaration shall be effective.

Section 7.4 **Access by Association and/or CDD**. The Association and/or CDD has the right of entry onto the exterior of each Lot located thereon to the extent reasonably necessary to discharge its rights of maintenance, or for any other purpose reasonably related to the Association's and/or CDD's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into a Unit may not be made without the consent of its Owner or occupant, except pursuant to court order or other authority granted by law except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage to the Common Area or any Unit. No Owner shall withhold consent arbitrarily to entry by the Association and/or the CDD for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's and/or CDD's right of entry may be exercised by its agents, employees, contractors, and managers, and by the agents, or employees of any such contractor or manager.

Section 7.5 **Duties of Association and/or CDD regarding Surface Water or Storm Water Management Systems.** Duties of Association and/or CDD and Owners. The Association and/or CDD and ultimately the Owners of any real property located within the Association and/or CDD will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules and Alachua County, Florida approved Management Plan. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District and Alachua County, Florida.

Section 7.6 **Duties of Association and/or CDD regarding Common Area/Open Space Management Plan and Gopher Tortoise Conservation Easement**. The Association and/or CDD is required to abide by the Gopher Tortoise Conservation Easement and the Management Plan.

ARTICLE VIII
OBLIGATIONS OF OWNERS

Section 8.1 **Exterior Unit Maintenance.** Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Unit, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, parking areas and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or installed by Developer. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion, subject to normal wear and tear that cannot be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested to prevent any damage or loss to other Lots or Units and shall be liable to all loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair. If any Owner refused or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after fifteen (15) days prior written notice from the Association specifying the required maintenance or repair items, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as provided in Article VI of this Declaration.

Section 8.2 **Duties of Owner regarding Surface Water or Storm Water Management Systems.** Duties of Association, CDD and Owners. The Association and/or CDD and ultimately the Owners of any real property located within the Association and/or CDD will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District, other applicable District rules as well as the Alachua County Land Development Code. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District and Alachua County, Florida.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1 **Water System**. The central water supply system provided for the service of the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot or Building Site without the prior written consent of the Association.

Section 9.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Solid Waste Recycling**. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, Alachua County, Florida or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 9.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

Section 9.5 **Reclaimed Water.** The reclaimed water distribution system provided for the service of the Property shall be used as the sole source of irrigation water for all irrigation systems located within or all building sites located within the property. Each lot owner shall pay any water meter charges (if any) of the supplier thereof and shall maintain and repair all portions of the irrigation lines which are located within, or which serve, the portion of the property, owned by such owners. No additional irrigation supply source (i.e. well) shall be permitted on any lot or building site without the prior written consent of the Association and proper regulatory agency.

Section 9.5.1 **Reclaimed Water for residential Lots Greater than 1/8 acre.** Outdoor water conservation shall be maximized. Irrigation shall be minimized and permanent high volume irrigation systems (containing emitters with flow rates exceeding 0.5 gallons per minute) shall not exceed 60% of the total landscaped area. Irrigation systems must be operated in accordance with the Alachua County Irrigation Conservation Standards and Management Practices Code, Chapter 79. The use of micro-irrigation (such as drip and micro-sprays), un-irrigated landscaped beds with drought tolerant native vegetation, and un-irrigated turf areas (with varieties such as Bahiagrass) can help meet these water conservation goals. This requirement excludes vegetable gardens and fruit trees on lots.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 10.1. Such Lots may be used for model homes during the development and sale of Lots within the Property, and commercial uses shall be limited to those uses that are (i) permissible under the PD zoning requirements or any other zoning requirements and respect to the Property enacted by Alachua County, Florida or the City of Gainesville, Florida; and (ii) expressly authorized in writing by the Developer or its assignee, in its sole discretion. No Lot

shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion; at the time written consent for such subdivision is given by the Developer.

Section 10.2 **Living Area**. Each Residential Dwelling Unit shall contain a minimum of one thousand five hundred (1,500) square feet of heated and air conditioned living space.

Section 10.3 **No Detached Buildings**. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures of any kind shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 10.4 **Setbacks**. The building setbacks applicable to the Lots and the method of measurement thereof shall be as follows:

10.4.1 **Front.** The front building setback varies depending upon location of the Lot, please refer to the applicable plat.

10.4.2 **Rear.** No dwelling shall be erected within ten (10) feet of any rear Lot line.

10.4.3 **Rear Pool Deck**. No pool or pool deck shall be erected within five (5) feet of any rear Lot line.

10.4.4 **Side**. No dwelling shall be erected within five (5) feet of any side Lot line.

10.5 **Side Lot Line Easements**. As the nature of the side yard setbacks for OAKMONT AT GAINESVILLE may necessitate the entry onto adjacent Lots for the purpose of maintaining residences and landscaping improvements, each Owner, by acceptance of his deed, grants to each adjacent abutting Lot Owner, as to the side of each Lot, and to the Association, an easement over his Lot where necessary or desirable to permit the maintenance and repair of the Unit and landscaping improvements upon such adjacent Lot.

10.5.1 **Side Corner**. No dwelling shall be erected within ten (10) feet of side corner Lot line.

10.5.2 **Waterfront**. No dwelling shall be erected within fifteen (15) feet of any lakes or retention areas.

Section 10.6 **Motor Vehicles and Boats**. No boats, recreation vehicles or other motor vehicles, except four wheel passenger vehicles , shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building approved by the Developer. Four wheel passenger vehicles that are placed, parked or stored outside an enclosed garage shall not be draped with a protective cover. Commercial vehicles shall not be parked within the Property, except within a fully enclosed garage. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. Any vehicle or recreational equipment parked in violation of these and other regulations contained herein or in the rules and regulations adopted

by the Association may be towed by the Association at sole expense of the owner if it remains in violation. All vehicles on the property must be operational, in good repair and must bear a current licenses and registration tag as required pursuant to state law

Section 10.7 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time.

Section 10.9 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and affect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.10 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer. A tree removal permit shall first be obtained in Alachua County, Florida, if required.

Section 10.11 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 10.12 **Lighting**. No lighting shall be permitted on any lot which shall alter the residential character of the Subdivision. The preceding sentence shall not be construed to exclude normal uplighting of residential dwellings and associated structures and landscaping and lighting of walkways and driveways on individual Lots, or to exclude holiday lights or decorations from November 15 of each calendar year through January 15 of the following calendar year.

Section 10.13 **Animals**. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure

of Owners only and not for any commercial or breeding use or purposes. Owners shall be limited to no more than two (2) pets. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife and or any other domestic or non-domestic animals, or property, such animal may not thereafter be kept on a Lot. If, at any time a pet is declared a dangerous animal pursuant to Alachua County Dangerous Animal Ordinance, then such animal may not be kept on a Lot. Gopher tortoises and active gopher tortoise burrows shall be protected in accordance with the Management Plan and Gopher Tortoise Conservation Easement included in Exhibit "D" .

Section 10.14 **Fences**. No fence shall be permitted without written approval of the Developer or Architectural Review Board (ARB). Fence: style, location, and design shall be in accordance with criteria established in fence guidelines by the Developer or ARB Fences on lots with lake frontage shall not extend beyond the top of the lake bank or into a drainage easement. Pursuant to Section 7.1, the homeowners association shall not be responsible for the landscape maintenance of any area enclosed within a fence. The Owner shall maintain landscaping within the fenced area to meet or exceed the standard of maintenance established within OAKMONT AT GAINESVILLE.

Section 10.15 **Driveways and Walkways**. All driveways and walkways on any Lot shall be paved with materials permitted by the Architectural Criteria. Each Lot Owner shall be responsible for the maintenance of the driveway and walkways serving his Lot.

Section 10.16 **Playground Equipment**. Play equipment shall be approved on an individual basis by the Architectural Review Board,

Section 10.17 **Screen Enclosures.** Screen enclosures shall be considered on an individual basis by the Architectural Review Board.

Section 10.18 **Maintenance of Lots and Limited Common Areas**. In the event the Association elects not to provide landscaping maintenance for the Lots in accordance with Section 7.1, each Lot Owner shall be responsible for the maintenance of all landscaping of his lot and any landscaped rights of way or Limited Common Areas adjacent to his Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition. Construction debris shall not be permitted to remain upon any Lot. All Lots will be put on an annual fertilization and pest control schedule.

Section 10.19 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.20 **Leases.** No residential dwelling or other improvement located upon any Lot shall be leased for a term of less than seven (7) months, nor shall any such dwelling or improvement be leased more than two (2) times in any calendar year. Prior to occupancy by a lessee, the Owner of the applicable Lot shall provide the Association with a copy of the applicable lease, which shall include the name and address of all lessees, together with a notification to the Association of the Owner's mailing address during the term of the lease.

Section 10.21 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 10.22 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 10.23 **Reservation of Right to Release Restrictions**. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth herein, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 10.24 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property. Such easements shall not affect the Gopher Tortoise Conservation Easement or Management Plan without prior approval from Florida Fish and Wildlife Conservation Commission and Alachua County, Florida.

Section 10.25 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer, the Association and/or the CDD may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, subject to any tree removal permit required by Alachua County, Florida, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 10.25 to the contrary, neither the Developer nor the Association nor the CDD shall take any action which shall alter the Surface Water or Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SRWMD and Alachua County, Florida and shall not alter the Gopher Tortoise habitat covered by the

Conservation Easement or Management Plan without prior written approval of the Florida Fish and Wildlife Conservation Commission and Alachua County, Florida.

Section 10.26 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area, and shall not affect the Gopher Tortoise Conservation Easement or Management Plan without prior approval from the Florida Fish and Wildlife Conservation Commission and Alachua County, Florida.

Section 10.27 **Additional Easements**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipelines, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 10.27, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications. Such additional easements shall not affect the Gopher Tortoise Conservation Easement or Management Plan without prior approval from the Florida Fish and Wildlife Conservation Commission and Alachua County, Florida.

Section 10.28 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

Section 10.29 **Wildfire Control.** All structures subsequently built on this site that will have exposure to wildland fuel such as structures adjacent to vegetated open space areas, stormwater basins, and habitat conservation areas shall have at least thirty (30) feet of defensible space surrounding them so as to minimize the vulnerability of these structures to wildfires. Defensible space is defined as a "clean" zone where fuels have been cleared, reduced, or changes so as to act as a barrier between wildfires and the structures. These areas can be landscaped with trees and shrubs as long as the appropriate plant material is used (less fire-prone), placed, and maintained so as to not provide a means that would carry fire to a structure (discontinuous horizontal and vertical fuel arrangement). Defensible space shall be created so as to provide a measure of passive fire protection for these structures. This area of passive protection created around a structure should limit the movement of fire to a structure or reduce the intensity of any fire that did move to a structure so that the likelihood of exterior structural ignition is minimized or eliminated.

ARTICLE XI
ARCHITECTURAL CONTROL

Section 11.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, swimming pool, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 11.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article XI:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of **OAKMONT AT GAINESVILLE**. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article XI. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article XI, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for

architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article XI.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article XI.

Section 11.3 **Variance**. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 11.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article XI, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article XI with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Developer to the Association and authorized by this Article XI.

Section 11.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article XI, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

Section 11.6 **Street Trees**. Trees shall be planted by the Builder prior to the issuance of a Certificate of Occupancy for each permanent residence.

Section 11.7 **Canopy Trees**. Each Owner shall be responsible to plant a single Canopy Tree as defined in Section 2.16 to ensure that the 30% tree canopy coverage is provided per the landscape plan as designed by Buford Davis & Associates and as approved by Alachua County.

However, Cercis Canadensis – Redbud's shall be limited to the smallest lots (50' wide and 65' wide lots).

ARTICLE XII
NOTICE OF PERMIT REQUIREMENTS

Section 12.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF ANY PERMITS ISSUED BY THE SRWMD, THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND ALACHUA COUNTY, FLORIDA, (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND/OR THE CDD AND THE ASSOCIATION AND/OR THE CDD SHALL HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION AND/OR THE CDD SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE SRWMD AND THE FLORIDA FISH AND WILDLIFE COMMISSION OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE ASSOCIATION AND/OR THE CDD IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE ASSOCIATION AND/OR THE CDD HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SRWMD, THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND ALACHUA COUNTY, FLORIDA.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 **Ground Leased Land**. Where all or any part of a Lot or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article VI shall attach only to the

interest in the Lot or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 13.1 shall be dispositive.

Section 13.2 **Developer's Reserved Rights Re: Easements**. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 13.2, shall be dispositive for all purposes; provided nothing contained in this Section 13.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property. Any such amendments to easements that affect the Gopher Tortoise Conservation Easement or Management Plan or Stormwater Management System shall require prior approval from Alachua County, Florida.

Section 13.3 **Remedies for Violations**.

13.3.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System, as well as any 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). In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law. The Suwannee River Water Management District shall have the right to file a lien in the public records of Alachua County, Florida, for any such attorneys' fees and costs awarded to the District by any court or administrative body.

Section 13.3.2 **Fines**. In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) **Notice**: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(b) **Enforcement Committee**: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) **Hearing**: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) **Amounts**: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) **Payment of Fines**: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

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

(h) **Non-exclusive Remedy**: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 13.4 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.5 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.6 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.7 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SRWMD and Alachua County, Florida. Any amendment that affects the Gopher Tortoise Conservation Easement or Management Plan or Stormwater Management System shall require prior approval from SRWMD, The Florida Fish and Wildlife Conservation Commission and Alachua County, Florida. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Alachua County, Florida.

Section 13.8 **Reserved**.

Section 13.9 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.10 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.11 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Alachua County, Florida.

Section 13.12 **Disclaimers as to Bulk Services**. ALL SERVICE PROVIDERS AND THE COMMON SYSTEMS PROVIDED BY THEM MAY BE SUBJECT TO FEDERAL, STATE OR LOCAL REGULATIONS, LAWS AND ORDINANCES. SUCH REGULATIONS, LAWS AND ORDINANCES MAY HAVE A SIGNIFICANT IMPACT ON CERTAIN ASPECTS OF THE COMMON SYSTEMS INCLUDING, BUT WITHOUT LIMITATION, THE FEES CHARGED, THE METHOD OF DELIVERY AND THE RELATIVE RIGHTS AND RESPONSIBILITIES OF THE COMMON SYSTEM USERS AND SERVICE PROVIDERS. THE IMPACT OF ALL SUCH REGULATIONS, LAWS AND ORDINANCES ARE BEYOND THE CONTROL OF THE DEVELOPER AND THE ASSOCIATION, AND ACCORDINGLY, NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY RESPONSIBILITY TO ANY OWNER THEREFOR.

EACH OWNER ACKNOWLEDGES AND AGREES THAT THE DEVELOPER AND THE ASSOCIATION, BY VIRTUE OF THEIR RESPECTIVE CONTRACTUAL RELATIONSHIPS WITH SERVICE PROVIDERS, MAY GAIN ACCESS TO INFORMATION RELATING TO THE INDIVIDUAL USE OF THE COMMON SYSTEMS BY OWNERS INCLUDING ACCOUNT AND CONTENT INFORMATION. IN RECOGNITION OF THIS FACT, EACH OWNER WAIVES ANY PRIVACY RIGHTS THAT SUCH OWNER MAY HAVE IN ANY SUCH INFORMATION, AS WELL AS ANY CLAIMS RELATING THERETO AGAINST THE DEVELOPER, THE ASSOCIATION OR THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED PARTIES. FURTHER, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE ACQUISITION OF SUCH INFORMATION BY THE DEVELOPER OR THE ASSOCIATION SHALL NOT CREATE ANY DUTY ON THE PART OF THE DEVELOPER, THE ASSOCIATION OR ANY OTHER PARTY TO ACT IN ANY MANNER WITH RESPECT TO SUCH INFORMATION.

NEITHER THE DEVELOPER NOR THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED PARTIES SHALL BE LIABLE TO ANY OWNER OR OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES, ALLEGATIONS, CLAIMS, SUITS OR OTHER PROCEEDINGS, EXPENSES, LIABILITIES OR COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, DATA, INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR PERSONAL INJURY (INCLUDING DEATH) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY OWNER'S OR OTHER PARTY'S USE OF ANY COMMON SYSTEM SERVICES PROVIDED PURSUANT TO A COMMON SERVICE CONTRACT, INCLUDING WITHOUT LIMITATION (I) ANY CONTENTION THAT THE USE OF A COMMON SYSTEM BY AN OWNER OR OTHER PARTY INFRINGES ON THE COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY OR CONTRACTUAL RIGHT OF ANY PARTY; (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MIS-DELIVERIES, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE COMMON SYSTEM; (III) ACTS OR OCCURRENCES BEYOND THE REASONABLE CONTROL OF APPLICABLE SERVICE PROVIDERS, INCLUDING WITHOUT LIMITATION, FIRE, LIGHTENING, EXPLOSION, POWER SURGE OR FAILURE, WARS, ACTS OF GOD, ANY LAW, ORDER, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL OR LEGAL BODY OR REPRESENTATIVE THEREOF; (IV) THE CONTENT OF SERVICES AVAILABLE ON THE INTERNET OR OTHERWISE THROUGH ANY COMMON SYSTEM, INCLUDING THE ACCURACY, QUALITY AND CONFIDENTIALITY OF INFORMATION OBTAINED THROUGH THIRD PARTIES THROUGH SUCH COMMON SYSTEM; OR (V) THE ACTIVITIES OF OTHER INTERNET USERS IN ACCESSING OR MONITORING ANY OWNERS' OR OTHER PARTIES' PERSONAL COMPUTERS OR USE THEREOF.

NEITHER THE DEVELOPER NOR THE ASSOCIATION NOR THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED

PARTIES SHALL BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING THE LOSS OR DAMAGE OF DESTRUCTION OF PROPERTY, PERSONAL INJURY (INCLUDING DEATH), LOST DATA, LOST PROFITS OR LOST OPPORTUNITIES, RESULTING FROM ANY INTERRUPTION OR TERMINATION OF ANY SERVICES PROVIDED TO OWNERS BY ANY COMMON SYSTEM. EACH OWNER ACKNOWLEDGES THAT ALL SUCH SERVICES ARE SUBJECT TO PERIODIC INTERRUPTION FROM TIME TO TIME.

Section 13.13 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

This Section is inapplicable to any liability to Alachua County, Florida or other governmental agency.

ARTICLE XIV
COMMUNITY DEVELOPMENT DISTRICT

Section 14.1 **Community Development District Disclosure.** The Parker Road Community Development District ("CDD") has been created. The CDD is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes.

The CDD is being established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services, including without limitation roadways, parks and recreation, water and sewer utilities, and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes ("District Improvements"). Each Owner agrees and acknowledges that, once established, the CDD may impose and levy taxes or Assessments, or both taxes and Assessments, on the Property. These taxes and Assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the district and are set annually by the governing board of the district. These taxes and Assessments are in addition to the county and other local governmental taxes and Assessments and all other taxes and Assessments provided for by law. It is anticipated that the CDD will own the lakes, Stormwater Management System and certain roads.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 18th day of August, 2014.

Signed, sealed and delivered
in the presence of:

CC OAKMONT, LLC, a Florida limited liability company

By: CC NORTH CENTRAL, LLC, a Florida limited liability company, its sole member

By: _____
David Haas, Vice President

_____
Name Printed: TERI L. HANSEN

_____
Name Printed: JOANNE SCHMIEDER

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 18th day of Aug., 2014, by **DAVID HAAS**, the Vice President of CC NORTH CENTRAL, LLC, a Florida limited liability company, on behalf of the company, Sole Member of **CC OAKMONT, LLC,** a Florida limited liability company.

TERI L. HANSEN
Notary Public - State of Florida
My Comm. Expires May 3, 2016
Commission # EE 162512

_____
(Print Name TERI L. HANSEN)
NOTARY PUBLIC, State of Florida
Commission # EE162512
My Commission Expires: May 3, 2016
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

_____

EXHIBIT A

Legal Description of the Property

OAKMONT PHASE 1, UNIT 1A

A TRACT OF LAND SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00°37'36" EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 40.01 FEET; THENCE NORTH 89°38'06" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 24TH AVENUE (80 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 122ND STREET, (A.K.A. PARKER ROAD, AN 80' RIGHT-OF-WAY); THENCE CONTINUING NORTH 89°38'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1157.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°38'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 891.60 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 48°11'38" WEST, A DISTANCE OF 191.62 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 112.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°05'08" EAST, 79.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°26'28", AN ARC DISTANCE OF 81.01 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 411.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°21'54" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 147.60 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 48.27 FEET; THENCE SOUTH 19°07'17" WEST, A DISTANCE OF 223.62 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 163.43 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 576.13 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 13; THENCE SOUTH 00°50'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 129.70 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID NORTHEAST 1/4; THENCE CONTINUE SOUTH 00°50'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 59.57 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°00'29" WEST, A DISTANCE OF 362.06 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 319.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53°52'07" WEST, 118.52 FEET; THENCE SOUTHWESTERLY

ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°00'41", AN ARC DISTANCE OF 119.18 FEET TO THE END OF SAID CURVE; THENCE SOUTH 46°38'14" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°11'08" EAST, 213.33 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°38'43", AN ARC DISTANCE OF 219.08 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°00'29" EAST, A DISTANCE OF 235.22 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 450.00 FEET; THENCE SOUTH 08°32'08" EAST, A DISTANCE OF 245.43 FEET; THENCE SOUTH 48°48'21" EAST, A DISTANCE OF 370.44 FEET; THENCE SOUTH 52°39'46" WEST, A DISTANCE OF 58.67 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 115.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°09'52" WEST, 103.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°39'17", AN ARC DISTANCE OF 107.69 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°00'29" WEST, A DISTANCE OF 498.65 FEET; THENCE SOUTH 00°33'21" WEST, A DISTANCE OF 50.02 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°00'29" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 370.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 290.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°56'48" EAST, 169.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°54'34", AN ARC DISTANCE OF 171.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 66°08'25" WEST, A DISTANCE OF 60.93 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°41'12" WEST, 40.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 107°21'16", AN ARC DISTANCE OF 46.84 FEET TO A POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°59'58" WEST, 73.08 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°16'16", AN ARC DISTANCE OF 73.30 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 425.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'54" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27

FEET TO THE END OF SAID CURVE; THENCE NORTH 00º21'54" WEST, A DISTANCE OF 48.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 330.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07º26'03" WEST, 81.22 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14º08'18", AN ARC DISTANCE OF 81.43 FEET TO THE END OF SAID CURVE; THENCE NORTH 14º30'12" WEST, A DISTANCE OF 133.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 270.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07º26'03" WEST, 66.46 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14º08'18", AN ARC DISTANCE OF 66.62 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 291.50 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24º44'37" WEST, 272.42 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48º45'26", AN ARC DISTANCE OF 280.82 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 395.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01º50'47" EAST, 613.67 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 101º56'14", AN ARC DISTANCE OF 702.76 FEET TO THE END OF SAID CURVE; THENCE NORTH 37°11'06" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10º30'17" EAST, 33.66 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84º37'14", AN ARC DISTANCE OF 36.92 FEET TO THE END OF SAID CURVE; THENCE NORTH 58°11'40" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 31°48'20" WEST, A DISTANCE OF 40.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16º05'07" WEST, 151.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31º26'26", AN ARC DISTANCE OF 153.65 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26º25'18" WEST, 96.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52º06'48", AN ARC DISTANCE OF 100.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 37°30'34" EAST, A DISTANCE OF 33.31 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 400.92 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 18.27 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-

TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'54" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 154.00 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°38'06" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 538.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'54" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT (PARCEL "A")

A TRACT OF LAND SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00°37'36" EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 40.01 FEET; THENCE NORTH 89°38'06" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 24TH AVENUE (80 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 122ND STREET, (A.K.A. PARKER ROAD; AN 80' RIGHT-OF-WAY), THENCE CONTINUING NORTH 89°38'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1588.24 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°21'54" EAST, A DISTANCE OF 57.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 48°55'26" EAST, A DISTANCE OF 173.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS 112.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°21'20" WEST, 79.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°26'28", AN ARC DISTANCE OF 81.01 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 384.84 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 173.00 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 418.43 FEET;

THENCE NORTH 24°20'53" EAST, A DISTANCE OF 170.67 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT (GRU LIFT STATION)

A PARCEL OF LAND SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA DESCRIBED BY:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00°37'36" EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 40.01 FEET; THENCE NORTH 89°38'06" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 24TH AVENUE (80 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 122ND STREET, (A.K.A. PARKER ROAD; 80' RIGHT-OF-WAY), THENCE SOUTH 00°37'36" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF S.W. 122ND STREET, A DISTANCE OF 2598.20 FEET TO A 4" X 4" ALACHUA COUNTY RIGHT-OF-WAY MONUMENT; THENCE SOUTH 00°38'34" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 187.46 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 89°21'26" EAST, A DISTANCE OF 2128.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°00'29" EAST, A DISTANCE OF 74.00 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°00'29" WEST, A DISTANCE OF 74.00 FEET; THENCE NORTH 00°59'31" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL OF THE ABOVE DESCRIBED PARCEL OF LAND AFTER REMOVING THE LESS & EXCEPT PARCELS IS 59.890 ACRES, MORE OR LESS.

and

Oakmont Phase 1, Unit 1B

A TRACT OF LAND SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00°37'36" EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 40.01 FEET; THENCE NORTH 89°38'06" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 24TH AVENUE (80 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 122ND STREET, (A.K.A. PARKER ROAD, AN 80' RIGHT-OF-WAY); THENCE CONTINUING NORTH 89°38'06" EAST, ALONG

SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 823.89 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 89.00 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 10.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°21'54" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 380.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°38'06" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 164.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°21'54" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 93.86 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 145.00 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 154.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°21'54" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 18.27 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 400.92 FEET; THENCE SOUTH 37°30'34" WEST, A DISTANCE OF 33.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°25'18" EAST, 96.64 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°06'48", AN ARC DISTANCE OF 100.05 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°05'07" EAST, 151.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°26'26", AN ARC DISTANCE OF 153.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 31°48'20" EAST, A DISTANCE OF

40.52 FEET; THENCE SOUTH 58°11'40" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°30'17" WEST, 33.66 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°37'14", AN ARC DISTANCE OF 36.92 FEET TO THE END OF SAID CURVE; THENCE SOUTH 37°11'06" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 395.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°43'50" WEST, 245.23 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°10'08", AN ARC DISTANCE OF 249.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 73°21'15" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 455.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°38'16 EAST, 15.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°59'01", AN ARC DISTANCE OF 15.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°40'51" WEST, 33.66 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°37'14", AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 65°59'37" WEST, A DISTANCE OF 80.43 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°33'33" WEST, 36.66 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°19'10", AN ARC DISTANCE OF 41.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 585.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°30'24" WEST, 18.23 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°47'07", AN ARC DISTANCE OF 18.23 FEET; THENCE NORTH 72°23'09" WEST, A DISTANCE OF 24.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 609.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°16'14" EAST, 13.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°18'46", AN ARC DISTANCE OF 13.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°02'19" WEST, 38.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°55'52", AN ARC DISTANCE OF 44.48 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 280.00

FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°14'55 WEST, 12.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°29'21", AN ARC DISTANCE OF 12.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 04°30'24" EAST, A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 320.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°06'34" EAST, 37.78 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°46'03", AN ARC DISTANCE OF 37.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°17'33" EAST, 30.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°57'50", AN ARC DISTANCE OF 32.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 609.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°29'48" EAST, 25.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°22'20", AN ARC DISTANCE OF 25.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 288.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°39'32" EAST, 149.31 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°02'52", AN ARC DISTANCE OF 151.04 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 295.40 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 00°21'54" EAST, A DISTANCE OF 49.10 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 10.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'54" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 241.65 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 11.68 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 85.70 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 9.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°38'06" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 254.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT,

CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°21'54" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 322.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A TRACT OF LAND SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00°37'36" EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 40.01 FEET; THENCE NORTH 89°38'06" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 24TH AVENUE (80 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 122ND STREET, (A.K.A. PARKER ROAD, AN 80' RIGHT-OF-WAY); THENCE CONTINUING NORTH 89°38'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2049.49 FEET; THENCE CONTINUING NORTH 89°38'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 549.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH 00°50'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 759.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°50'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 395.44 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 576.13 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 163.43 FEET; THENCE NORTH 19°07'17" EAST, A DISTANCE OF 223.62 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 48.27 FEET; THENCE SOUTH 89°38'06" WEST, A DISTANCE OF 147.60 FEET; THENCE NORTH 00°21'54" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°38'06" EAST, A DISTANCE OF 388.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°59'04" EAST, 116.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°45'40", AN ARC DISTANCE OF 118.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°59'04" EAST, 116.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°45'40", AN ARC DISTANCE OF 118.39 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°38'00" EAST, A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH

A TRACT OF LAND SITUATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00°37'36" EAST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 40.01 FEET; THENCE NORTH 89°38'06" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 24TH AVENUE (80 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF S.W. 122ND STREET, (A.K.A. PARKER ROAD, AN 80' RIGHT-OF-WAY), THENCE CONTINUING NORTH 89°38'06" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2598.49 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH 00°50'15" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1285.11 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89°45'39" EAST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NE 1/4 OF SECTION 13, A DISTANCE OF 387.81 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 394.47 FEET; THENCE NORTH 89°00'29" EAST, A DISTANCE OF 250.68 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 600.00 FEET; THENCE NORTH 89°00'29" EAST, A DISTANCE OF 53.63 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°00'29" WEST, A DISTANCE OF 10.78 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 01°19'53" EAST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89°00'29" EAST, A DISTANCE OF 51.84 FEET; THENCE SOUTH 00°59'31" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°00'29" WEST, A DISTANCE OF 722.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°27'55" WEST, 95.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°05'08", AN ARC DISTANCE OF 98.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 43°55'21" WEST, A DISTANCE OF 190.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°42'46" WEST, 20.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°34'50", AN ARC DISTANCE OF 20.31 FEET TO THE END OF SAID CURVE; THENCE NORTH 49°44'01" WEST, A DISTANCE OF 50.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°02'12" WEST, 37.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 96°16'14", AN ARC DISTANCE OF 42.01 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 290.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°56'48 WEST, 169.14 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°54'34", AN ARC DISTANCE OF 171.63 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°59'31" WEST, A DISTANCE OF 370.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°00'29" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°33'21" EAST, A DISTANCE OF 50.02 FEET; THENCE NORTH 89°00'29" EAST, A DISTANCE OF 498.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 115.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°09'52" EAST, 103.80 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°39'17", AN ARC DISTANCE OF 107.69 FEET TO THE END OF SAID CURVE; THENCE NORTH 52°39'46" EAST, A DISTANCE OF 58.67 FEET; THENCE NORTH 48°48'21" WEST, A DISTANCE OF 370.44 FEET; THENCE NORTH 08°32'08" WEST, A DISTANCE OF 245.43 FEET; THENCE NORTH 00°59'31" WEST, A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°00'29" WEST, A DISTANCE OF 235.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°11'08" WEST, 213.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°38'43", AN ARC DISTANCE OF 219.08 FEET TO THE END OF SAID CURVE; THENCE NORTH 46°38'14" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°52'07" EAST, 118.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°00'41", AN ARC DISTANCE OF 119.18 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°59'31" WEST, A DISTANCE OF 319.58 FEET; THENCE NORTH 89°00'29" EAST, A DISTANCE OF 362.06 FEET TO THE WEST LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF SECTION 13; THENCE NORTH 00°50'15" WEST, ALONG SAID WEST LINE, A DISTANCE OF 59.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 50.22 ACRES, MORE OR LESS.

Exhibit "B"
Articles of Incorporation

Articles of Amendment
to
Articles of Incorporation
of

Oakmont at Gainesville Property Owners' Association, Inc.

(**Name of Corporation as currently filed with the Florida Dept. of State**)

N07000000524

(Document Number of Corporation (if known)

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. **If amending name, enter the new name of the corporation:**

_____ *The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

B. **Enter new principal office address, if applicable:** _____
*(Principal office address **MUST BE A STREET ADDRESS**)*
_____
_____

C. **Enter new mailing address, if applicable:**
*(Mailing address **MAY BE A POST OFFICE BOX**)* _____
_____
_____

D. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent: _____

_____
(Florida street address)

New Registered Office Address:

_____, Florida _____
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

_____
Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ____ Change		Kenneth J. LaPointe	13400 Sutton Park Drive,Suite 1402
____ Add			Jacksonville, Florida 32224
X Remove			
2) ____ Change		Donald P. Wilford	14785-3 Old St. Augustine Road
____ Add			Jacksonville, Florida 32258
X Remove			
3) ____ Change		Michael Ryals	5542 N.W. 43rd Street
____ Add			Gainesville, Florida 32653
X Remove			
4) ____ Change	D	David Haas	2379 Beville Road
X Add			Daytona Beach, Florida 32119
____ Remove			
5) ____ Change		Scott DeLanoy	2379 Beville Road
X Add			Daytona Beach, Florida 32119
____ Remove			
6) ____ Change		Mike Veazey	14785-3 Old St. Augustine Road
X Add			Jacksonville, Florida 32258
____ Remove			

E. <u>If amending or adding additional Articles, enter change(s) here</u>:
(attach additional sheets, if necessary). (Be specific)

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: December 21, 2012
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 8/18/14

Signature _____

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

David Haas

(Typed or printed name of person signing)

Chairman

(Title of person signing)

FILED
07 JAN 16 PM 8:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
OAKMONT AT GAINESVILLE PROPERTY OWNERS' ASSOCIATION, INC.

(A corporation not for profit)

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and so hereby certify:

ARTICLE I

The name of the corporation is **OAKMONT AT GAINESVILLE PROPERTY OWNERS' ASSOCIATION, INC.**

ARTICLE II

The principal office of the Association is located at 2379 Beville Road, Daytona Beach, Florida, 32119.

ARTICLE III

Kenneth J. LaPointe, whose address is 13400 Sutton Park Drive Jacksonville, FL 32224, is hereby appointed the initial registered agent of this Association.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Areas, and to promote the common interests of the residents within **OAKMONT AT GAINESVILLE**, including any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of their purposes, the Association shall have the power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants and Restrictions, (hereinafter called the "Declaration") and all plats applicable to **OAKMONT AT GAINESVILLE**, which plats and Declaration are to be recorded in Official Public Records of

Alachua County, Florida, and as the same may be amended from time to time. Capitalized terms herein shall have the meaning set forth in the Declaration;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

The assessments shall also be used for the 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 for maintenance and repair of the private roads, landscaping and walls within common areas;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwanee River Water Management District ("District") permit No._05-0012____ and applicable District rules along with Alachua County rules, and shall assist in the enforcement of the restrictions and covenants contained herein related to the Surface Water Management System(s);

(i) 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 including, but not limited to, work within retention areas, drainage structures and drainage easements and for maintenance and repair of the private roads, landscaping and walls within common areas;

(j) Manage and Maintenance of the Common Area/Open Space in accordance with the Common Area/Open Space Management Plan, included as "Exhibit C."

(k) Wildfire Management Protection of the Common Area/Open Space in accordance with the Common Area/Open Space Management Plan, included as "Exhibit C."

(l) Protection of Gopher Tortoise population occupying the Property in accordance with the Gopher Tortoise Protection Plan and the Conservation Easement included as "Exhibit C."

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration and the jurisdiction by the Association shall automatically be a member of the Association.

The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from ownership, of any Lot which is subject to the jurisdiction of the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership, as outlined below, which shall have the voting rights specified below:

Class A. Class A members shall consist of all of the Owners of Lots within any phase of **OAKMONT AT GAINESVILLE** with the exception of MHK of Volusia County, Inc. (the "Declarant"). Each Class A member shall be entitled to one (1) vote for each Lot owned. In the event any Owner has purchased two (2) adjacent Lots and has utilized both Lots for the situs of one single-family residence, such Owner shall be entitled to only one (1) vote. Following the Conversion Date, both Class A members and Class B members shall be entitled to vote in the affairs of the Association on the basis of one vote for each Lot owned, and Class A members, excluding any builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon for resale, shall be entitled to elect a majority of the Board of Directors. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the fractional owners of such Lot agree in writing, but in no event shall more than one vote be cast with respect to any Lot, nor shall any fractional vote be cast. Decisions of the members shall be rendered in accordance with the provisions of the By-laws of the Association.

Class B. Class B shall consist of Declarant and any person or entity to which Declarant assigns its rights hereunder. Until the Conversion Date, the Class B member shall be entitled to cast two (2) votes for each vote that the Class A members are entitled to cast. Upon the occurrence of the Conversion Date, Class B members shall be entitled to cast one (1) vote for each Lot owned, but any member who is a builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon for sale shall not be allowed to vote for a majority of the Board of Directors. After the Conversion Date, the Association shall succeed to all of the rights, obligations and powers of Declarant. The Conversion Date shall be defined as the earlier of the following to transpire:

(a) the date the Declarant voluntarily relinquishes control of the Association to the Class A members,

(b) within three (3) months after Declarant conveys ninety percent (90%) of all lots in all phases (including proposed phases) of the **OAKMONT AT GAINESVILLE** subdivision, that will ultimately be governed by the Association; or

(c) Ten (10) years after the date of the original recording of the Declaration in the public records of Alachua County, Florida.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors composed of three (3) directors. Directors need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Kenneth J. LaPointe	13400 Sutton Park Drive Suite 1402 Jacksonville, FL 32224
Donald P. Wilford	14785-3 Old St. Augustine Road Jacksonville, FL 32258
Michael Ryals	5542 N.W. 43rd Street Gainesville, FL 32653

All directors shall be appointed by Declarant until the Conversion Date. After the conversion Date, all other directors shall be elected by a majority vote of the Class A members, except that any builder, contractor, or other who has purchased a Lot for the purpose of constructing improvements thereon shall not be entitled to vote for directors. The Conversion Date shall be defined as the earlier of the following occur:

(a) the date Declarant voluntarily relinquishes control of the Association to the Class A members;

(b) within three (3) months after Declarant conveys ninety percent (90%) of all lots in all phases (including proposed phases) of **OAKMONT AT GAINESVILLE**, that will ultimately be governed by the Association; or

(c) Ten (10) years after the date of the original recording of the Declaration in the public records of Alachua County, Florida.

At the first annual meeting after the Conversion Date, the members shall elect one (1) director for a term of one (1) year, and one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. At each annual meeting thereafter, the members shall elect a new director for a term of three (3) years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved only with the assent given in writing and signed by not less than three-fourths (3/4) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Suwannee River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE IX
DURATION

The corporation shall exist perpetually unless otherwise described as provided above.

The corporation shall exist perpetually unless otherwise described as provided above.

ARTICLE X
AMENDMENTS

Except where otherwise provided herein, amendment of these Articles may be made provided such amendment does not conflict with the Declaration and shall require the assent of two-thirds (2/3) of the total votes entitled to be cast.

ARTICLE XI
MISCELLANEOUS

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.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 16th day of December, 2006.

Kenneth J. LaPointe
INCORPORATOR

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of December, 2006, by **Kenneth J. LaPointe**, who is personally known to me.

NOTARY PUBLIC:

Sign: Shirley Ann Young
Print: SHIRLEY ANN YOUNG
State of Florida at Large

(Seal)

My Commission Expires:
Title/Rank:
Commission Number:

NOTARY PUBLIC-STATE OF FLORIDA
Shirley Ann Young
Commission # DD551564
My Comm. Expires: 06/29/2010

DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent for the above stated Association, the undersigned hereby agrees to act in this capacity, and the undersigned further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the undersigned's duties.

Kenneth J. LaPointe

Dated: December 26, 2006

Exhibit "C"
Bylaws

BYLAWS
OF
OAKMONT AT GAINESVILLE PROPERTY OWNERS' ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Oakmont at Gainesville ("Declaration") to be recorded in the public records of Alachua County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the OAKMONT AT GAINESVILLE PROPERTY OWNERS' ASSOCIATION, INC., ("Association") shall be located at 2379 Beville Road, Daytona Beach, Florida 32119, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Developer is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Class A Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents, and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents, and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, 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 waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a

book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. 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 and Alachua County. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary, or the Treasurer, by any two or more members of

the Board, or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

E. At any meeting, whether annual or special called meeting, of the Members or Directors, at which a Motion is made concerning the Surface Water or Storm Water Management System(s) a Motion may only be voted upon at a meeting at which the Suwannee River Water Management District and Alachua County have been given at least 10 days written notice and to which the Suwannee River Water Management District and Alachua County are invited to attend by its representatives.

XI. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Oakmont at Gainesville Property Owners' Association, Inc., not for profit, 2006.

XIII. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Alachua County, Florida. Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water Management System, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other Surface Water Management works, and 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 Alachua County. Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the preservation or conservation areas, may be made only after approval by the Florida Fish and Wildlife Conservation Commission. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully-adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Bylaws which do not impact operation of maintenance of the system may be made without authorization of the Suwannee River Water Management District and Alachua County; however, copies of any and all such amendments shall be forwarded to the District and County within thirty (30) days of approval.

XIV. INCONSISTENCIES.

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.

EXHIBIT D

Common Area

Common Areas/Open Spaces A, B, C, F, H, M, N, Q, S, U, V, W, X, Y, BB, FF, GG, HH, KK, and LL, as shown on the plat of **OAKMONT PHASE 1, UNIT 1A** recorded in Plat Book 29, Page 35, of the public records of Alachua County, Florida.

AND

Common Areas/Open Spaces D, I, J, K, L, O, P, Q, T, HH, MM, and NN, **OAKMONT PHASE 1, UNIT 1B,** recorded in Plat Book 29, Page 40, of the public records of Alachua County, Florida.