



July 3, 2023

Alachua County Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601
(352) 384-3165

**Re: Tara Esmeralda Residential Subdivision Phase 2
Final Development Plan Application**

Ms. Berish:

Attached is an application submittal package for a Final Development Plan (FDP) for the second phase of the Tara Esmeralda subdivision. Phase 2 proposes adding 16 additional lots on approximately 2.62 +/- acres to the Tara Esmeralda residential subdivision located at 14114 NW 13th Avenue (a portion of parcel number 04289-000-000).

The property has a Low-Density Residential Future Land Use designation and R-1a residential zoning. Residential subdivisions are permitted in these zoning and land use designations and the proposed density is within the permissible density range of 1-4 units per acre.

The project design is also consistent with the applicable ULDC sections which include properly designed open space, block perimeter standards, tree canopy retention, multi-modal facilities, etc.

If you have any questions, please feel free to contact our office at any time.

Sincerely,

A handwritten signature in blue ink that reads 'Claudia Vega'.

Claudia Vega, P.E.
Director of Engineering



Alachua County
 Department of Growth Management
 10 SW 2nd Avenue, Gainesville, FL 32601
 Telephone (352) 374-5249
[Alachua County Growth Management Website](http://www.alachua.gov/growth)

Submit Application to:
 Development Services Division
[Development Review Email](mailto:development@alachua.gov)

Date: _____

DEVELOPMENT REVIEW APPLICATION

PROPOSED PROJECT NAME: _____

APPROXIMATE PROJECT ADDRESS: _____

TAX PARCEL NUMBER(S): _____ TOTAL ACREAGE: _____

EXISTING ZONING: _____

FUTURE LAND USE: _____

BRIEF DESCRIPTION OF PROPOSED PROJECT:

DEVELOPMENT DATA:

LEVEL OF REVIEW: _____

Check all that apply and fill out:

- TND/TOD Number of Lots: _____ Square Footage: _____
- Single Family Residential Number of Lots: _____
- Multi-Family Residential Number of Lots: _____
- Non-Residential Square Footage: _____
- Boat Dock Square Footage: _____
- Other: _____

CONTACT INFORMATION:

AUTHORIZED AGENT:

Name: _____

Mailing Address: _____

Email: _____

Phone: _____

Florida has very broad public records laws. It is the policy of Alachua County that all County records shall be open for personal inspection, examination and/or copying unless otherwise exempted by Florida Statute.



Alachua County
 Department of Growth Management
 10 SW 2nd Avenue, Gainesville, FL 32601
 Telephone (352) 374-5249
[Alachua County Growth Management Website](#)

Submit Affidavit to:
 Development Services Division
[Development Review Email](#)

PROPERTY OWNERS' AFFIDAVIT FOR DEVELOPMENT PLAN REVIEW

PROJECT NAME: Tara Esmeralda Phase 2

OWNER: Tara Esmeralda LLC
 (if additional owners provide a separate affidavit)

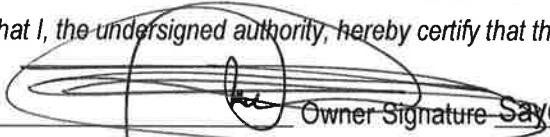
APPOINTED AGENT: eda consultants, inc.

PARCEL NUMBER(s): 04289-000-000

APPROXIMATE PROJECT ADDRESS: 14114 NW 13th Ave

I, the property owner of the subject property, being duly sworn, depose and say the following:

1. That I am the owner and record title holder of the property described in the attached application; and
2. That this property constitutes the property for which the above noted development plan review request is being made to Alachua County; and
3. That I, the undersigned, have appointed, and do appoint, the above noted person or as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned development plan review request; and
4. That I, the undersigned shall make available to Alachua County staff a means of reasonable access to the property for which an application has been submitted; and
5. That this affidavit has been executed to induce Alachua County to consider and act on the subject request; and
6. That I, the undersigned authority, hereby certify that the foregoing statements are true and correct.



Owner Signature Sayed Moukhtara Owner Printed Name

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

27 Day of June, 2023, by Sayed Moukhtara who is

personally known or has provided satisfactory identification _____.

STATE OF FLORIDA

COUNTY OF ALACHUA



Signature of Notary Public

Heather A. Hartman Printed Name of Notary Public



Heather A. Hartman
 Comm.: # HH 320137
 Expires: October 10, 2026
 Notary Public - State of Florida

HH 320137 Commission Number

(Notarial Stamp above)

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel: 352 374 5249, Fax: 352 338 3224
<http://growth-management.alachua.fl.us>



PROPERTY OWNERS' ACKNOWLEDGEMENT OF CONTIGUOUS SUSTAINABLE AGRICULTURAL LAND
Required by s. 163.3163(4) (a), Florida Statutes, the Agricultural Land Acknowledgement Act

DOROTHEA G. ROEBUCK-HAWES

Owner

Application or Project No.

KENNETH L. HAWES

Additional Owners

04289-000-000

Tax Parcel Number(s)

34

Section

9

Township

18

Range

14114 + 14128 NW 13TH AVE. NEWBERRY

Address (if assigned)

FL. 32669

Additional Tax Parcel Numbers

Type of Request

I (we), the property owner(s) of the subject property, understand that my property located on the above tax parcel number(s), as further described in the attached legal description, is contiguous to sustainable agricultural land located on tax parcel number(s)

04289-000-000, 04289-004-000, 04291-002-000, & 04292-001-000

I acknowledge and understand that the farm operation on the contiguous sustainable agricultural land identified herein will be conducted according to generally accepted agricultural practices as provided in the Florida Right to Farm Act, s. 823.14, Florida Statutes.

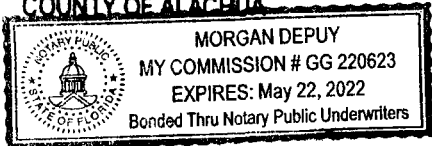
I acknowledge and understand that 163.3163(4) (b) of the Agricultural Land Acknowledgement Act requires that this acknowledgement be recorded in the official records of Alachua County.

Dorothea Hawes
Owner (signature)

Kenneth Hawes
Owner (signature)

Owner (signature)

STATE OF FLORIDA
COUNTY OF ALACHUA



SWORN AND SUBSCRIBED BEFORE ME

THIS 26 DAY OF February, 2021

BY Dorothea Roebuck Hawes + Kenneth Hawes

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION FLDL

(TYPE OF IDENTIFICATION)

(SEAL ABOVE)

Morgan DePuy

Notary Public, Commission No. GG 220623

(Name of Notary typed, printed, or stamped)

June 18, 2020

Mr. Sayed Moukhtara
VIA Email: sayed@moukhtara.com

RE: **10.2± Acre Tara Esmeralda Property**, Alachua County
Environmental Resources Assessment
Tax Parcel: 04289-000-000

This letter report and attachments are McAlpine Environmental Consulting, Inc. (MEC) Environmental Resources Assessment of the 10.2± acre Tara Esmeralda Tara Subdivision property. The study site is in Alachua County, Florida in Section 30, Township 9 South, Range 19 East.

Attachments include:

Figure 1: Location Map
Figure 2: Project Aerial
Figure 3: Quad Map
Figure 4: Soil Map
Figure 5: Flood Map
Figure 6: Aquifer Recharge Map
Figure 7: Topo Map
Alachua County Environmental Resources Assessment Checklist
FNAI Biodiversity Matrix
Table 1: Probability of Occurrence of Listed Wildlife Species

MEC completed the assessment of the referenced site in accordance with Alachua County Environmental Resources Assessment Checklist requirements, a copy of which is attached. Our study identified and mapped habitat communities, and the use and/or likely presence of fauna or flora species listed as endangered, threatened, or species of special concern by either federal or state agencies. This study should be considered preliminary and an overview, and not considered a complete study for any one listed fauna or flora species, except for the gopher tortoise (*Gopherus polyphemus*). A 100% coverage gopher tortoise pedestrian survey was performed on the site. The report provides confirmation of the presence of listed fauna or flora species encountered and/or the likelihood of fauna and flora species occurring on the site at the time of the inspection(s), based on known habitat preferences and geographical distribution.

The June 1, 2020 site inspection observed no listed species on the site.

SITE OVERVIEW

Two residence exist on the site. One inhabited (east house) and one uninhabited (west house). The east house is newer, while the west house is old (1930s?). Most of the property is wooded. The site is adjacent rural residential land on all sides. A dirt road (NW 13th Avenue) abuts the south boundary of the site, which allows access to the site from NW 143rd Street (CR 241) to the west.

McAlpine Environmental Consulting, Inc.
18312 Cortez Boulevard, Brooksville, FL 34601
352-585-2033 (Cell)
davidmec7@gmail.com

The following outlines the checklist and provides discussion on each issue:

HABITAT CHARACTERIZATION

The following table provides the Florida Land Use, Cover and Forms Classification System (FLUCFCS) codes, habitat descriptions, and acreage of the land covers on the site:

<u>FLUCFCS</u>	<u>Description</u>	<u>Ac.</u>
110	Residences	1.6
427	Live Oak	3.3
440	Planted Pine	<u>5.3</u>
	Total	10.2

* Florida Land Use, Cover and Forms Classification System (FDOT 1999)

These land covers or habitat types are delineated on Figure 2.

Surface Waters (ponds, lakes, streams, springs, etc.)

No surface water were observed on the site.

Wetlands

No wetlands were observed on the site.

Uplands

110: Residences

This 1.6± acre area includes the east house and the west house in the southwest portion of the site. Several mature pecan (*Carya illinoensis*) as well as laurel oak (*Quercus laurifolia*), red cedar (*Juniperus virginiana*), and sycamore (*Platanus occidentalis*) were observed in this area. Several sheds were observed in this area. The ground cover in this area was mainly mowed grasses (Bahia grass) and forbs with landscape plantings (azalia, crape myrtle, etc).

427: Live Oak

This area encompasses 3.3± acres of the site. This land cover was found along the eastern and north-central portions of the site in areas where pine was not planted. Dominant vegetation in this area is live oak (*Quercus virginiana*) with laurel cherry (*Prunus caroliniana*), grapevine (*Vitis spp.*), catbriar (*Smilax spp.*), silktree (*Albizia julibrissin*) and beautyberry (*Callicarpa americana*) as understory species.

A concrete slab with partially built walls made galvanized roofing sheets was observed in the central portion of the site (see Figure 2). Apparently innocuous miscellaneous items were observed on and adjacent to the slab area such as old doors, cabinets, garbage, and lumber. An old livestock pen was adjacent to the slab area.

440: Planted Pines

This area encompassed 5.3± acres of the site. Dominant vegetation in this area included 15± year old planted slash pine (*Pinus elliottii*). The understory was fairly open with pine leaf litter as the main coverage with some coverage of silktree, beggarticks (*Bidens alba*), pokeweed (*Phytolacca americana*), black cherry (*Prunus serotina*), laurel cherry, and laurel oak saplings.

Non-native Invasive Species

The only non-native invasive species observed on the site was silktree (*Albizia julibrissin*), which was scattered at a minimum coverage throughout the site.

Surface Water or Wetland Buffers

Since no surfaces water or wetlands exist on or adjacent to the site, no buffers exist.

Floodplains (100-year)

According to a Alachua County Department of Growth Management Wetlands and Floodplains map (Figure 5), the entire site is within and surrounding area is not in a flood hazard area.

Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc)

The site is not within or near a Special Area Study Resource Protection Area.

Strategic Ecosystems (within or adjacent to mapped areas)

The site is not within or adjacent to a Strategic Ecosystem.

Significant Habitat (biologically diverse natural areas)

The site is not within or adjacent to Significant Habitat (biologically diverse natural areas).

Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC)

No listed species were observed on the site. A copy of a FNAI report is attached. The following is a discussion of listed species that have the potential to use the site:

Fauna

Seven (7) species of fauna listed by FWC and/or USFWS have the potential to occur on the site based on habitat preference and known geographical distribution. These species included gopher tortoise, Florida gopher frog, eastern indigo snake, Florida pine snake, short-tailed snake, Sherman's fox squirrel, and southeastern American kestrel. A table showing the estimated probability of occurrence of listed fauna species is attached as Table 1.

Reasons for concluding the estimated occurrence, and discussions on listed observed species and listed species with the possibility of occurring on or adjacent to the site are as follow:

OBSERVED SPECIES

No listed species were observed on the site.

POSSIBLE AND UNLIKELY SPECIES

Southeastern American kestrel: Since most of the site was heavily enclosed with trees, it is unlikely this species exists on the site. No pine snags with woodpecker cavities, which are preferred nesting sites for the kestrel, were noted on the site. No kestrels or nest sites were observed on or adjacent to the site.

Sherman's fox squirrel: This species prefers sandhill, open mixed hardwood, dry prairie, and moderately open habitats (Cox et al. 1994). Since most of the site was heavily enclosed with trees, it is unlikely this species exists on the site.

Gopher Tortoise: The 100% coverage pedestrian survey observed no gopher tortoise burrows on the site.

Eastern indigo snake: Moler (1987) indicated that this species inhabits a wide range of habitats, but prefers xeric habitats in north-central Florida. Since somewhat preferred habitat exists on the site, and since armadillo burrows (no gopher tortoise burrows) were noted on the site, which Moler found to be an important den site for this species, a possibility exists that this species may occupy or utilize the site.

Florida pine snake: Since no pocket gopher (*Geomys pinetis*), which is the Florida pine snakes primary food source, activity was noted during the site survey, it is unlikely that this species inhabits the site.

Short-tailed snake: Little is known of the habitat requirements of this species and is rarely observed, but studies show that it prefers xeric environments (Ashton, 1992). Since no xeric habitat exists on the site, it is unlikely that this species inhabits the site.

Florida gopher frog: A low possibility exists that this species occurs on the site since no gopher tortoise burrows, a known retreat for this species, were noted on the site.

Flora

No listed flora species were observed on the site.

Recreation/Conservation/Preservation Lands

The site is not within or adjacent to Recreation/Conservation/Preservation Lands.

Significant Geological Features (caves, springs, sinkholes, etc.)

No Significant Geological Features (caves, springs, sinkholes, etc.) were observed on the site.

High Aquifer Recharge Areas

According to a Alachua County Aquifer Recharge Area map (see Figure 8), the site is the “Highly Vulnerable” aquifer recharge zones. No surface features indicating a direct connections to the Floridan aquifer were observed on the site during the inspections.

Wellfield Protection Areas

The site is not within a Wellfield Protection Area.

Wells

Based on the site inspection, well was observed behind the east house (Figure 2). No well was evident at the west house on the surface. We recommend that the well be abandoned in accordance with the St. Suwannee River Water Management District and Alachua County Health Department rules and regulations.

Soils

A soil map is attached as Figure 4.

Mineral Resource Areas

According to Alachua County Comprehensive Plan, the site is not within a mineral resource area.

Topography/Steep Slopes

According to a Alachua County Department of Growth Management topographical map (Figure 7), elevations on the site range from approximately 104 feet in the southwestern portion of the site to 96 feet in the northeastern portion of the site. No steep slopes were observed on the site.

Historical and Paleontological Resources

No cultural sites or other historical/archaeological resources are recorded on or immediately adjacent to this property. No evidence was observed of human burials, middens, old building sites or other evidence that historical or archaeological sites exist on the site.

Hazardous Materials Storage Facilities and Contamination (soil, surface water, ground water)

No evidence was observed during the site inspection of hazardous material storage or facilities exist or existed on the site. Based on historical aerial review, no red-flag warnings of the site being used for hazardous material storage, production, or use was discerned.

No Recognized Environmental Conditions (REC) were found during a *Phase I Environmental Site Assessment* performed on the site.

We recommend that septic tank(s) on the site be abandoned in accordance with Alachua County Health Department rules and regulations.

We appreciate the opportunity to provide our services. If you have an questions, please contact me.

Sincerely,
McALPINE ENVIRONMENTAL CONSULTING, INC.



DAVID McALPINE
President

Attachments



ENVIRONMENTAL RESOURCES ASSESSMENT CHECKLIST

Pursuant to Alachua County Comprehensive Plan 2002, as amended, Conservation Open Space Element Policy 3.4.1, applications for land use change, zoning change, and development approval shall be required to submit an inventory of natural resource information. The inventory shall include site specific identification, analysis and mapping of each resource present on or adjacent to the site. The identification and analysis shall indicate information sources consulted.

Natural Resources Checklist:

Check "Yes" for each resource or resource characteristic identified and discuss and provide supporting material.

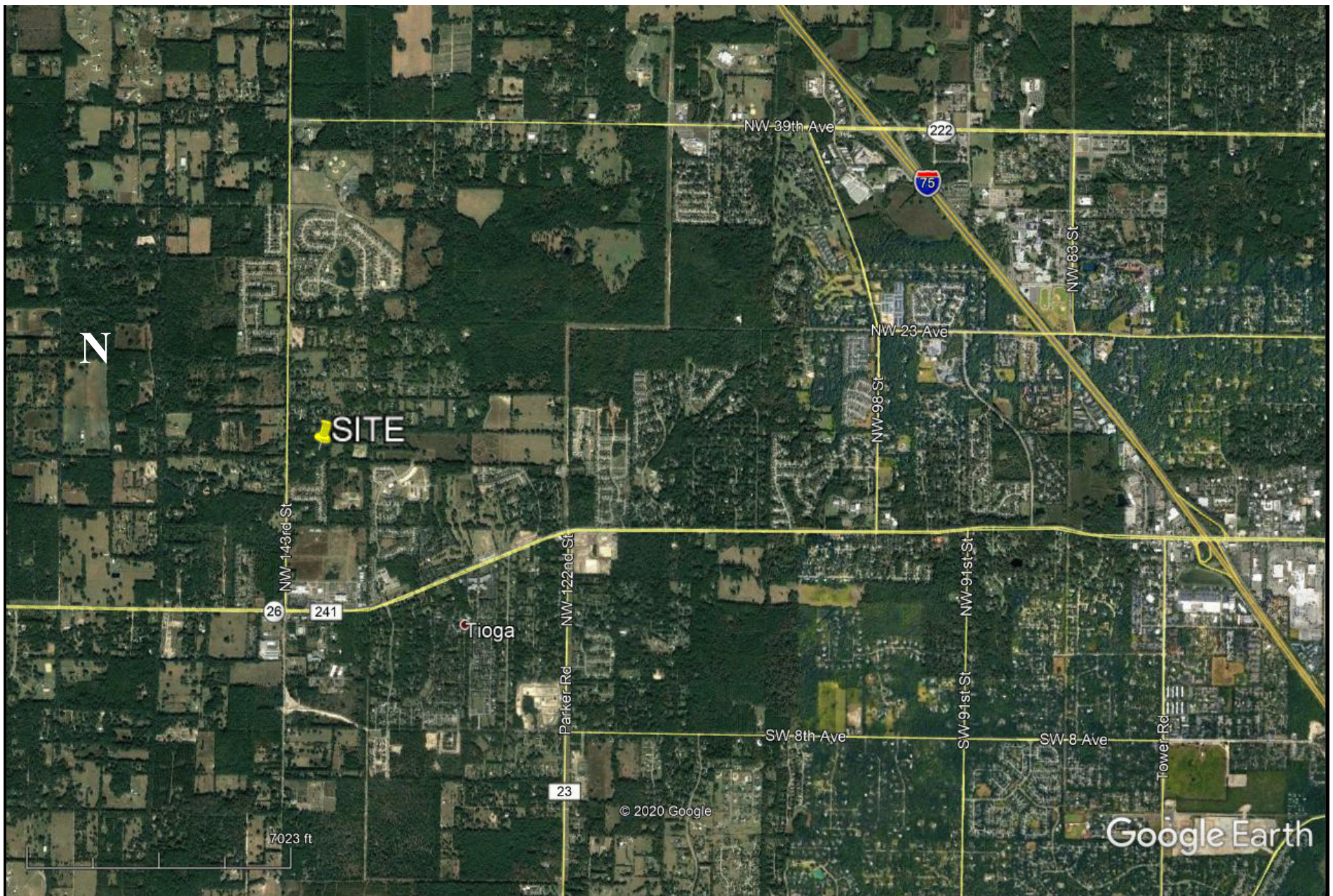
Check "N/A" for each resource or resource characteristic not present or otherwise relevant to the application.

- | | | | | |
|-----|-------------------------------------|-----|-------------------------------------|--|
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Surface Waters (ponds, lakes, streams, springs, etc.) |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Wetlands |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Surface Water or Wetland Buffers |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Floodplains (100-year) |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc.) |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Strategic Ecosystems (within or adjacent to mapped areas) |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Significant Habitat (biologically diverse natural areas) |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC) |
| Yes | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> | Non-native Invasive Species |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Recreation/Conservation/Preservation Lands |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Significant Geological Features (caves, springs, sinkholes, etc.) |
| Yes | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> | High Aquifer Recharge Areas |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Wellfield Protection Areas |
| Yes | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> | Wells |
| Yes | <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> | Soils |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Mineral Resources Areas |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Topography/Steep Slopes |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Historical and Paleontological Resources |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Hazardous Materials Storage Facilities |
| Yes | <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | Contamination (soil, surface water, ground water) |

Signed: _____ Project #: 2020012103 Date: 6/18/20

For assistance in completing this form, please visit the Alachua County Environmental Protection Department (ACEPD) website at <http://alachuacounty.us/Depts/EPD/Pages/EPD.aspx> or contact ACEPD at (352) 264-6800.

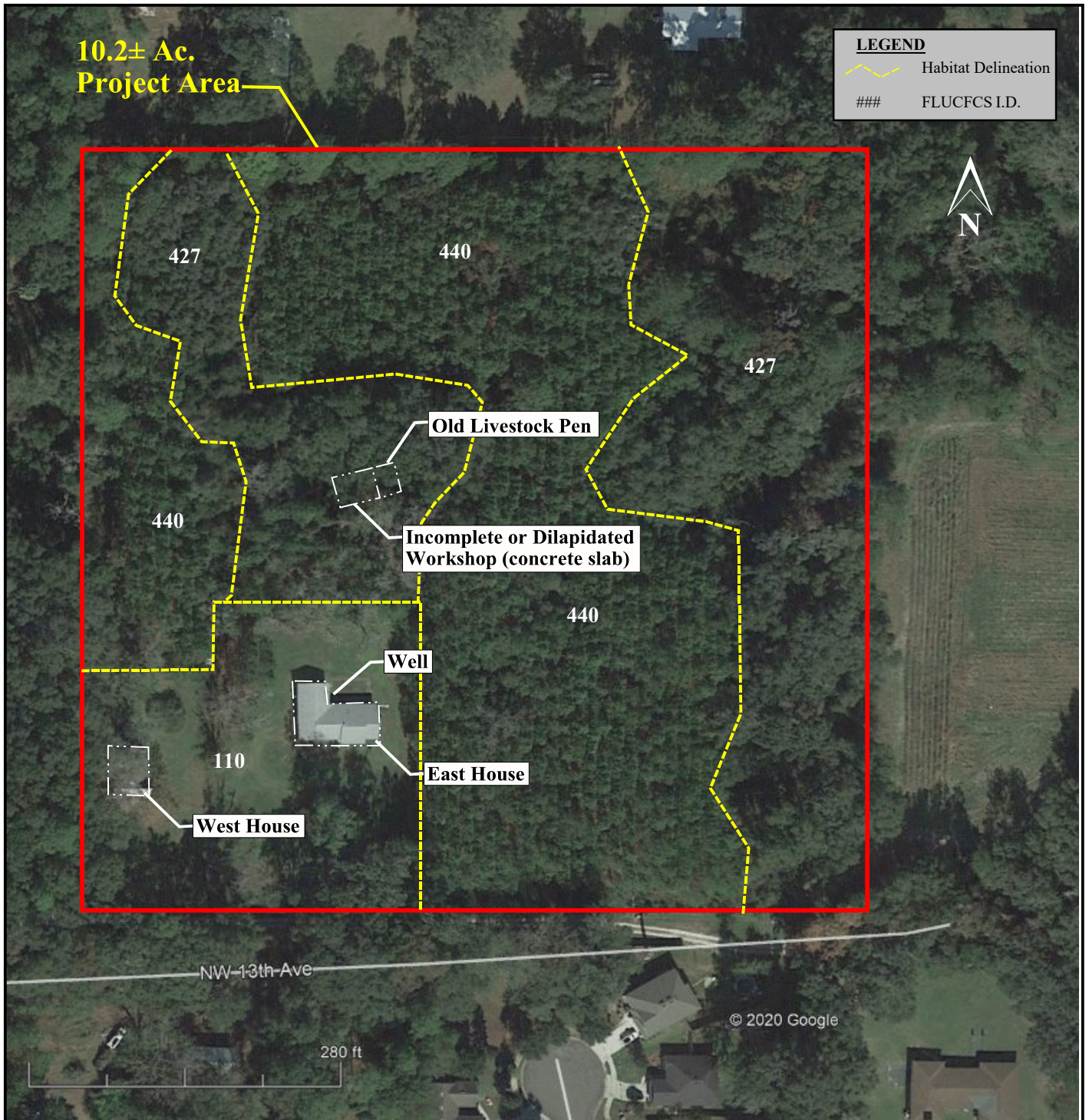
Tara Esmeralda Site



McAlpine Environmental Consulting, Inc.
 18312 Cortez Boulevard, Brooksville, FL 34601
 352-585-2033 (Cell)
 davidmec7@gmail.com

10.2± Acre Tara Esmeralda Site
Alachua County

Figure 1: Vicinity Map



Survey Summary

No listed species were noted on or adjacent to the project area. The site inspection was conducted on 6/1/20.

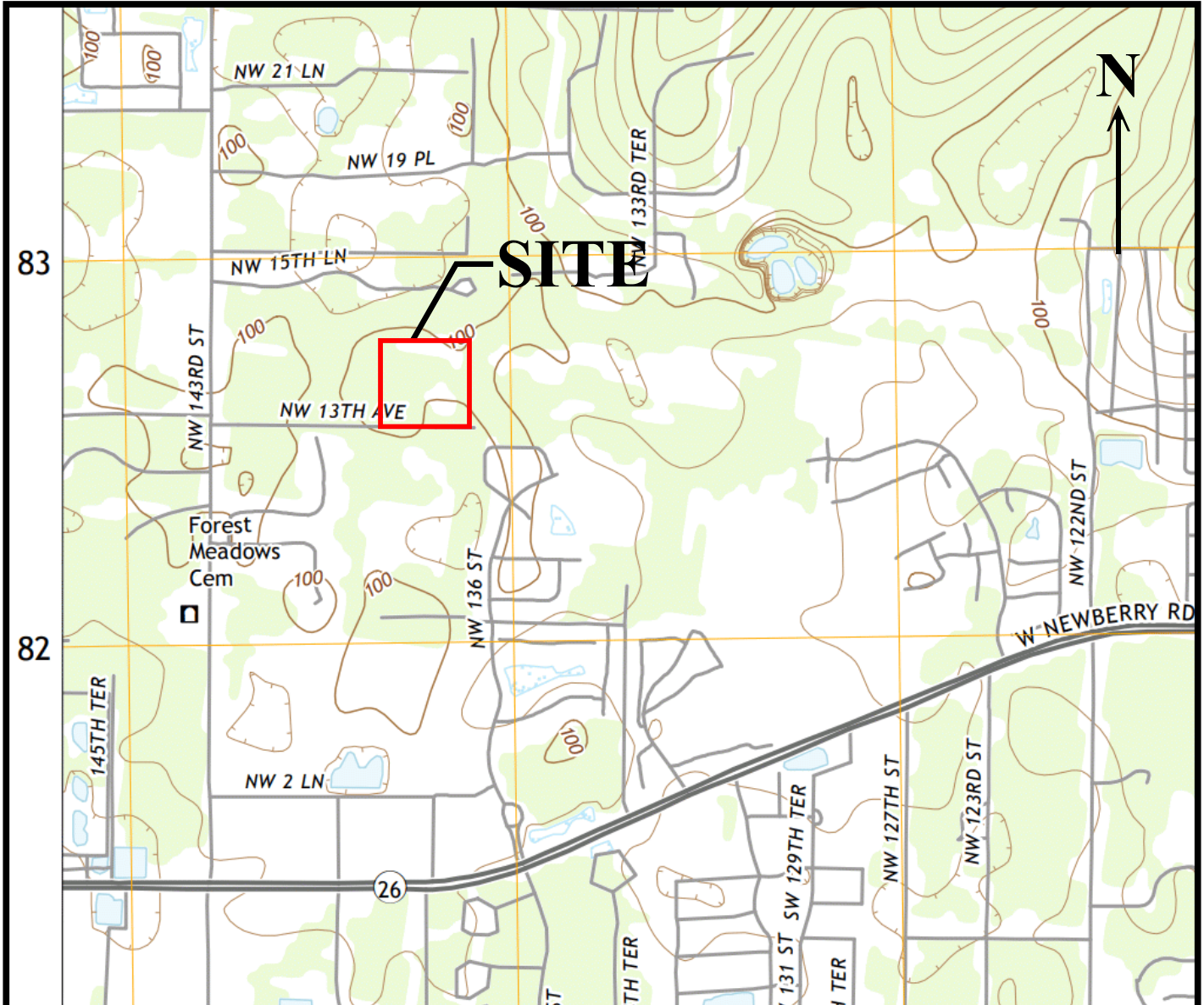
<u>FLUCFCS Code*</u>	<u>Habitat Type</u>	<u>Acre</u>
110	Residences	1.6
427	Live Oak	3.3
440	Planted Pine	5.3

* Florida Land Use, Cover and Forms Classification System (FDOT 1999)

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**10.2± Acre Tara Esmeralda Site
 Alachua County**

Figure: 2 Project Aerial
 Image From: Google Earth
 Image Date: 12/5/18



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 352-585-2033 (Cell)
 davidmcc7@gmail.com

10.2± Acre Tara Esmeralda Site
 Alachua County

Figure 3: Quad Map

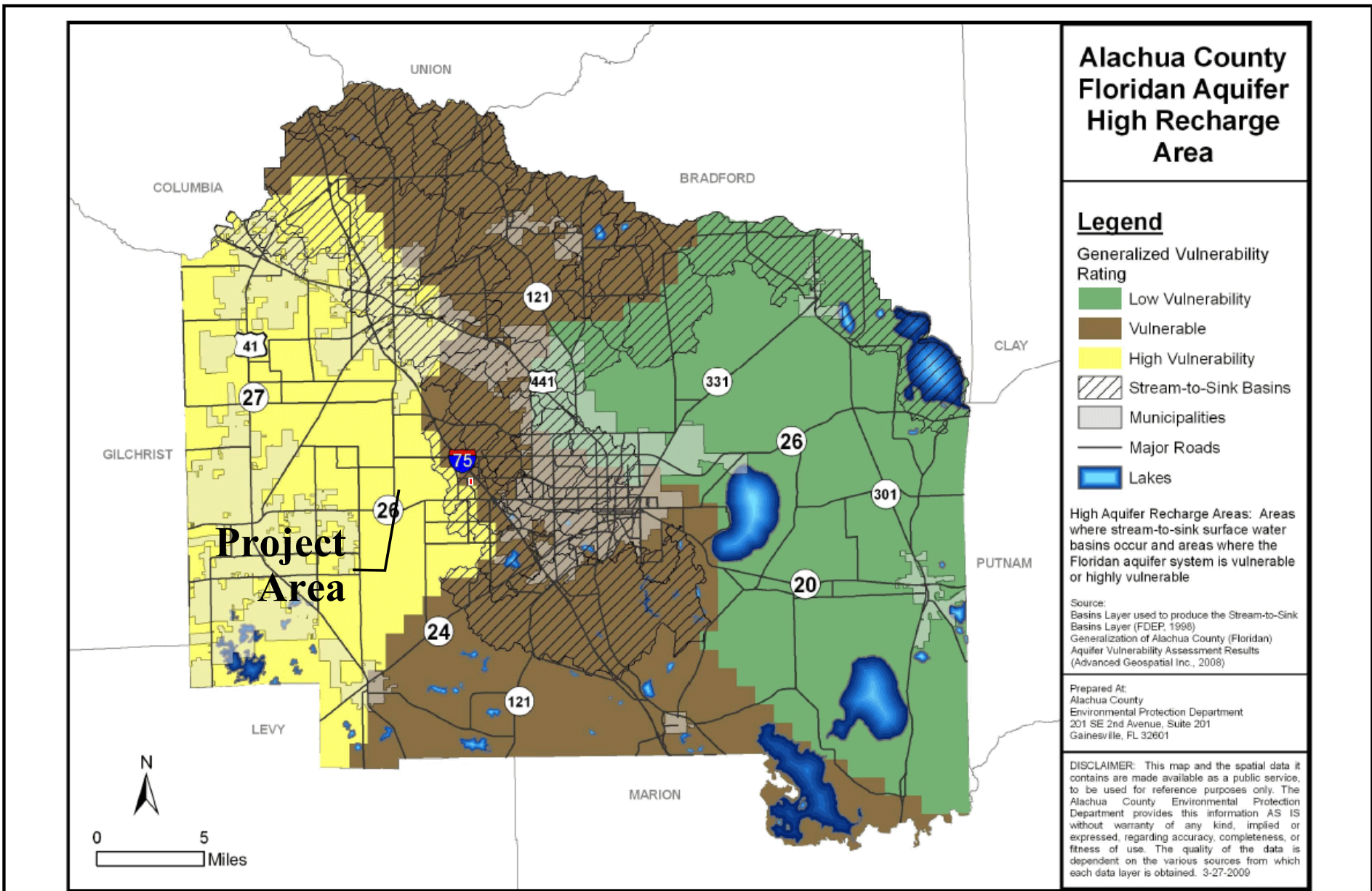
Sec. 34, T-9S, R-18E



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 davidmec7@gmail.com

10.2± Acre Tara Esmeralda Site
Alachua County

Figure 4: Soil Map
 From USDA Web Soil Survey
<http://websoilsurvey.nrcs.usda.gov>



Alachua County Floridan Aquifer High Recharge Area

Legend

Generalized Vulnerability Rating

- Low Vulnerability
- Vulnerable
- High Vulnerability
- Stream-to-Sink Basins
- Municipalities
- Major Roads
- Lakes

High Aquifer Recharge Areas: Areas where stream-to-sink surface water basins occur and areas where the Floridan aquifer system is vulnerable or highly vulnerable

Source:
Basins Layer used to produce the Stream-to-Sink Basins Layer (FDEP, 1998)
Generalization of Alachua County (Floridan) Aquifer Vulnerability Assessment Results (Advanced Geospatial Inc., 2008)

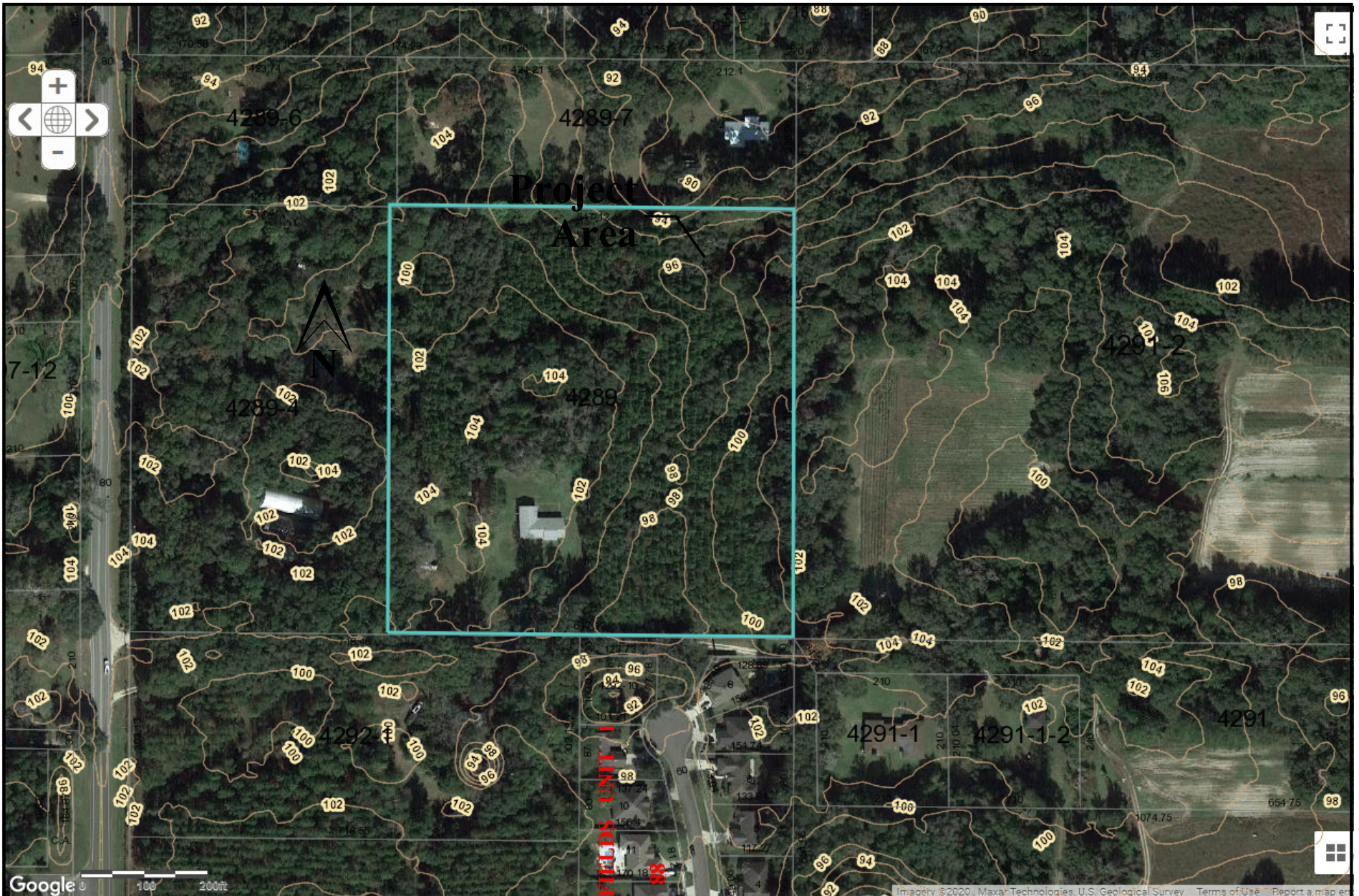
Prepared At:
Alachua County
Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind, implied or expressed, regarding accuracy, completeness, or fitness of use. The quality of the data is dependent on the various sources from which each data layer is obtained. 3-27-2009

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**10.2± Acre Tara Esmeralda Site
Alachua County**

**Figure 6: Aquifer
Recharge Map**



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 davidmec7@gmail.com

*10.2± Acre Tara Esmeralda Site
 Alachua County*

Figure 7: Topo Map

Table 1: Probability of Occurrence of Listed Wildlife Species

Common Name	Scientific Name	Status FFW/USFWS ¹	Estimated Probability of Occurrence			Comments
			Observed	Possible	Unlikely	
BIRDS						
Southeastern Amer. Kestrel	<i>Falco sparverius paulus</i>	T/--			X	No preferred open land present, no kestrels or potential nest sites observed.
MAMMALS						
Sherman's Fox Squirrel	<i>Sciurus niger shermani</i>	SSC/--			X	No preferred habitat present. No fox squirrels or nest site observed.
REPTILES						
Eastern Indigo Snake	<i>Drymarchon corais couperi</i>	T/T		X		Possible habitat present. No gopher tortoises burrows present, a known preferred dwelling and retreat. Reclusive.
Gopher Tortoise	<i>Gopherus polyphemus</i>	T/--		X		No tortoise burrows observed. Poor habitat present, site too treed.
Florida Pine Snake	<i>Pituophis melanoleucus m.</i>	SSC/--			X	Poor suitable onsite habitat. No pocket gopher, a preferred prey, activity observed on the site.
AMPHIBIANS						
Florida Gopher Frog	<i>Rana capito aesopus</i>	SSC/--			X	No tortoise burrows onsite, known preferred dwelling.

1. FFW = Florida Fish & Wildlife Conservation Commission; USFWS = United States Fish and Wildlife Service; E = Endangered; T = Threatened; T(S/A) = Similarity of Appearance; T(E/P) = Threatened (Experimental Population); SSC = Species of Special Concern.



1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

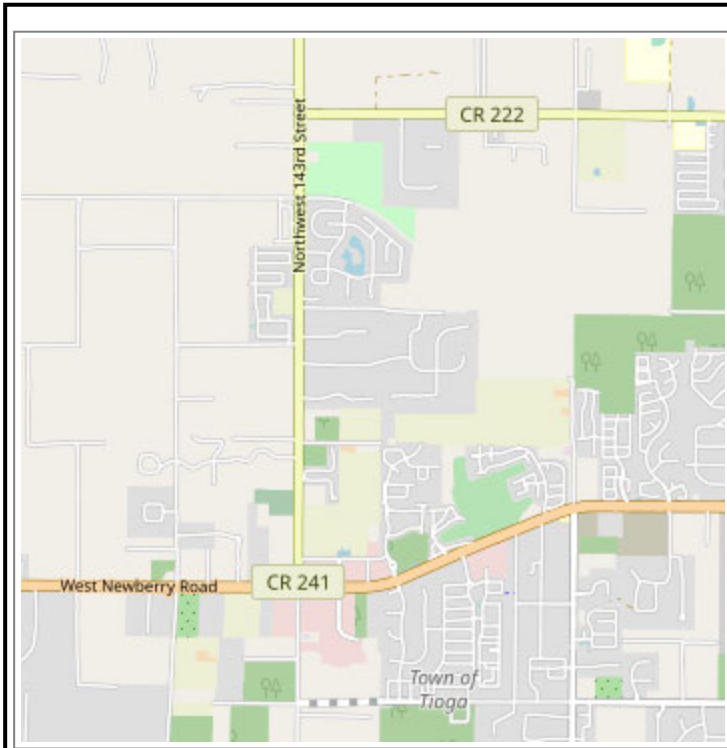
UNOFFICIAL REPORT

Created 6/16/2020

(Contact the FNAI Data Services Coordinator at 850.224.8207 or
kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 24835



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 24835

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S3	LT	FT
<i>Mesic flatwoods</i>	G4	S4	N	N
<i>Upland hardwood forest</i>	G5	S3	N	N

Matrix Unit ID: 24835

25 **Potential** Elements for Matrix Unit 24835

Scientific and Common Names	Global	State	Federal	State
-----------------------------	--------	-------	---------	-------

	Rank	Rank	Status	Listing
<i>Agrimonia incisa</i> Incised Groove-bur	G3	S2	N	T
<i>Arnoglossum diversifolium</i> Variable-leaved Indian-plantain	G2	S2	N	T
<u><i>Asplenium heteroresiliens</i></u> Wagner's Spleenwort	GNA	S1	N	N
<u><i>Asplenium plenum</i></u> Ruffled Spleenwort	G1Q	S1	N	N
<u><i>Asplenium x curtissii</i></u> Curtiss' Spleenwort	GNA	S1	N	N
<u><i>Athene cunicularia floridana</i></u> Florida Burrowing Owl	G4T3	S3	N	SSC
<u><i>Brickellia cordifolia</i></u> Flyr's Brickell-bush	G2G3	S2	N	E
<u><i>Calopogon multiflorus</i></u> Many-flowered Grass-pink	G2G3	S2S3	N	T
<u><i>Corynorhinus rafinesquii</i></u> Rafinesque's Big-eared Bat	G3G4	S2	N	N
<u><i>Forestiera godfreyi</i></u> Godfrey's Swampprivet	G2	S2	N	E
<u><i>Gopherus polyphemus</i></u> Gopher Tortoise	G3	S3	C	ST
<u><i>Grus canadensis pratensis</i></u> Florida Sandhill Crane	G5T2T3	S2S3	N	ST
<u><i>Hartwrightia floridana</i></u> Hartwrightia	G2	S2	N	T
<u><i>Lampropeltis extenuata</i></u> Short-tailed Snake	G3	S3	N	ST
<u><i>Lithobates capito</i></u> Gopher Frog	G3	S3	N	SSC
<i>Matelea floridana</i> Florida Spiny-pod	G2	S2	N	E
<u><i>Myotis austroriparius</i></u> Southeastern Bat	G3G4	S3	N	N
<u><i>Neofiber alleni</i></u> Round-tailed Muskrat	G3	S3	N	N
<i>Peucaea aestivalis</i> Bachman's Sparrow	G3	S3	N	N
<u><i>Pituophis melanoleucus mugitus</i></u> Florida Pine Snake	G4T3	S3	N	SSC
<u><i>Podomys floridanus</i></u> Florida Mouse	G3	S3	N	SSC
<i>Pycnanthemum floridanum</i> Florida Mountain-mint	G3	S3	N	T
<u><i>Sciurus niger shermani</i></u> Sherman's Fox Squirrel	G5T3	S3	N	SSC
<u><i>Sideroxylon alachuense</i></u> Silver Buckthorn	G1	S1	N	E
<u><i>Ursus americanus floridanus</i></u> Florida Black Bear	G5T2	S2	N	N

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a [Standard Data Request](#) option for those needing certifiable data.



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Property Tax

[Tourist Tax](#)

[Search](#) > Account Summary

Real Estate Account #04289 000 000

Owner: TARA ESMERALDA LLC
Situs: 14114 NW 13TH AVE
GAINESVILLE 32606
[Parcel details](#)
[Property Appraiser](#)



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **02/27/2023** for **\$11,642.58**.

Account History

BILL	AMOUNT DUE	STATUS	ACTION
2022 Annual Bill ⓘ	\$0.00	Paid \$11,642.58 02/27/2023	Receipt #22-0113157 Print (PDF)
2021 Annual Bill ⓘ	\$0.00	Paid \$3,052.02 01/06/2022	Receipt #21-0080884 Print (PDF)
2020 Annual Bill ⓘ	\$0.00	Paid \$2,871.23 11/27/2020	Receipt #20-0039208 Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid \$2,635.16 01/31/2020	Receipt #19-0098377 Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$2,532.78 03/20/2019	Receipt #18-0132688 Print (PDF)
2017 Annual Bill ⓘ	\$0.00	Paid \$2,363.14 02/28/2018	Receipt #17-0117955 Print (PDF)
2016 Annual Bill ⓘ	\$0.00	Paid \$2,264.98 02/28/2017	Receipt #16-0112450 Print (PDF)
2015 Annual Bill ⓘ	\$0.00	Paid \$2,156.11 03/28/2016	Receipt #15-0122762 Print (PDF)
2014 Annual Bill ⓘ	\$0.00	Paid \$2,326.58 03/31/2015	Receipt #14-0124746 Print (PDF)
2013 Annual Bill ⓘ	\$0.00	Paid \$2,352.98 03/30/2014	Receipt #13-0121730 Print (PDF)
2012 Annual Bill ⓘ	\$0.00	Paid \$2,331.84 03/26/2013	Receipt #12-0110485 Print (PDF)
2011 Annual Bill ⓘ	\$0.00	Paid \$2,498.68 03/27/2012	Receipt #2011-3031493 Print (PDF)
2010 Annual Bill ⓘ	\$0.00	Paid \$2,696.42 03/31/2011	Receipt #2010-1063114 Print (PDF)
2009 Annual Bill ⓘ	\$0.00	Paid \$1,445.57 01/25/2010	Receipt #2009-9038400 Print (PDF)
2008 Annual Bill ⓘ	\$0.00	Paid \$985.58 11/17/2008	Receipt #2008-8006889 Print (PDF)
2007 Annual Bill ⓘ	\$0.00	Paid \$1,223.89 11/21/2007	Receipt #2007-9022239 Print (PDF)
2006 Annual Bill ⓘ	\$0.00	Paid \$1,267.51 11/13/2006	Receipt #2006-6001568 Print (PDF)
2005 Annual Bill ⓘ	\$0.00	Paid \$1,310.38 11/28/2005	Receipt #2005-5004897 Print (PDF)
2004 Annual Bill ⓘ	\$0.00	Paid \$1,236.31 11/29/2004	Receipt #2004-9010825 Print (PDF)
2003 Annual Bill ⓘ	\$0.00	Paid \$1,217.12 11/30/2003	Receipt #2003-3051061 Print (PDF)
2002 Annual Bill ⓘ	\$0.00	Paid \$1,180.02 11/15/2002	Receipt #2002-0207734 Print (PDF)
Total Amount Due	\$0.00		

Convenience Fees

Credit/Debit Card and PayPal Transactions: A **2.5% processing fee (minimum \$2.50)** applies.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3362383 2 PG(S)
8/27/2021 3:54 PM
BOOK 4925 PAGE 2349
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1034914
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$4,550.00
Intang. Tax: \$0.00

Prepared by and return to:

Jose I. Moreno
Attorney at Law
Jose I. Moreno PA
240 NW 76th Drive, Suite D
Gainesville, FL 32607
File Number: 20-238S

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27 day of August, 2021 between Dorothea Roebuck-Hawes and Kenneth Hawes, wife and husband whose post office address is 116 NW 170TH ST, Newberry, FL 32669, grantor, and Tara Esmeralda, LLC, a Florida limited liability company whose post office address is 7717 NW 20th Lane, Gainesville, FL 32605, grantee:

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

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

Parcel 1:

That part of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, for a point of reference; thence run S 00 deg. 09 min. 44 sec. E., along the centerline of State Road No. S-241 and the West line of said Section 34, 1571.02 feet; thence run S. 89 deg. 42 min. 50 sec. E, 40.0 feet to an intersection with the East right of way line of said State Road No. S-241; thence run S. 00 deg. 09 min. 44 sec. E, along the said East right of way line, 698.94 feet; thence run S. 00 deg. 00 min. 17 sec. W. along the said East right of way line 701.06 feet, thence run S. 89 deg. 42 min. 50 sec. E., 413.40 feet to the Point of Beginning, from said Point of Beginning thence run S. 89 deg. 42 min. 50 sec. E., 647.12 feet, thence run S 00 deg. 00 min. 17 sec. W. parallel to said State Road No. S-241, 230.79 feet, thence run N. 89 deg. 42 min. 50 sec. W, 636.0 feet, thence run S. 00 deg. 00 min. 17 sec. W, 445.36 feet, thence run N. 89 deg. 42 min. 50 sec. W, 10 feet, thence run N. 00 deg. 00 min. 17 sec. E, 676.15 feet, more or less, to the Point of Beginning.

Parcel 2:

That part of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:

Commence at the NW corner of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, for a point of reference; thence run S 00°09'44" E along the centerline of State Road No. S-241 and the West line of said Section 34, 1571.02 feet; thence run S 89°42'50" E, 40.0 feet to an intersection with the East right of way line of said State Road No. S-241; thence run S 00°09'44" E, along the said East right of way line, 698.94 feet; thence run S 00°00'17" W, along the said East right of way line 1377.21 feet; thence run S 89°42'50" E, 597.52 feet to the Point of Beginning; thence continue S 89°42'50" E a distance of 463 feet; thence run N 00°00'17" E a distance of 445.36 feet; thence run N 89°42'50" W a distance of 636 feet; thence run S 00°00'17" W a distance of 178.36 feet; thence run S 89°42'50" E a distance of 173 feet; thence run S 00°00'17" W 267 feet to the Point of Beginning.

Parcel 3:

That part of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:

Commence at the NW corner of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, for a point of reference; thence run South 00°09'44" East along the centerline of State Road S-241 and the West line of said Section 34, 1571.02 feet; thence run South 89°42'50" East 40.0 feet to an intersection with the East right-of-way line of said State Road No. 241; thence run South 00°09'44" East along the said East right-of-way line 698.94 feet; thence run South 00°00'17" West along the said East right-of-way line 1377.21 feet; thence run South 89°42'50" East 424.52 feet to the Point of Beginning; thence run North 00°00'17" East 267.00 feet; thence run South 89°42'50" East 173.00 feet; thence run South 00°00'17" West 267.00 feet; thence run North 89°42'50" West 173.00 feet to the Point of Beginning.

Parcel Identification Number: 04289-000-000

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in our presence:

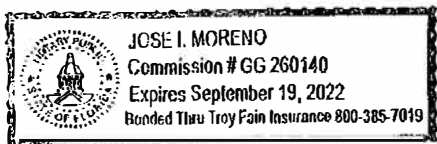
Witness Name: Rhonda Griffiths
Witness Name: Joe & Monica

Kenneth Hawes
Kenneth Hawes
Dorothea Roebuck-Hawes
Dorothea Roebuck-Hawes

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 27th day of August, 2021 by Kenneth Hawes and Dorothea Roebuck-Hawes, who [] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]



Notary Public
Printed Name:
My Commission Expires:

Sign Up for Property Watch

Parcel Summary

[Click Here to Open Cyclomedia Viewer in a New Tab](#)

Parcel ID 04289-000-000
Prop ID 19391
Location Address 14114 NW 13TH AVE
GAINESVILLE, FL 32606
Neighborhood/Area 154200.00
Subdivision
Legal Description COM NW COR FRAC SEC IN GRANT S ALG C/L SR S-241
3647.17 FT S 89 DEG E 453.40 FT POB N 676.15 FT E 647.12
FT S 676.15 FT W 647.12 FT POB OR 4925/2349 & OR
4927/592
(Note: *The Description above is not to be used on legal
documents.)
Property Use Code SINGLE FAMILY (00100)
Sec/Twp/Rng 34-09-18
Tax Area SUWANNEE (0300)
Acres 10.2
Homesteaded False

[View Map](#)

Millage Rate Value

Millage Rate: 19.6865

Owner Information

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

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values
Improvement Value	\$109,068	\$106,864	\$106,864	\$87,630	\$82,900
Land Value	\$459,000	\$15,000	\$15,000	\$15,000	\$15,000
Land Agricultural Value	\$0	\$3,600	\$3,600	\$3,600	\$3,600
Agricultural (Market) Value	\$0	\$138,000	\$138,000	\$138,000	\$138,000
Just (Market) Value	\$568,068	\$259,864	\$259,864	\$240,630	\$235,900
Assessed Value	\$568,068	\$125,464	\$116,493	\$106,230	\$101,500
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$568,068	\$125,464	\$116,493	\$106,230	\$101,500
Maximum Save Our Homes Portability	\$0	\$0	\$8,971	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice

2022 TRIM Notice (PDF)

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
0115	SFR ACREAGE	9.20	400752	0	0	R-1A
0115	SFR ACREAGE	1.00	43560	0	0	R-1A

Building Information

Type	SINGLE FAMILY	Heat	ELECTRIC
Total Area	2,536	HC&V	FORCED AIR
Heated Area	1,586	HVAC	CENTRAL
Exterior Walls	AVERAGE; TILE/WD STUCCO	Bathrooms	2.0-Baths
Interior Walls	DRYWALL	Bedrooms	4 BEDROOMS
Roofing	ASPHALT	Total Rooms	
Roof Type	GABLE/HIP	Stories	1.0
Frame		Actual Year Built	1965
Floor Cover	CARPET; HARDWOOD	Effective Year Built	1973

Type	SINGLE FAMILY	Heat	OIL
Total Area	1,272	HC&V	CONVECTION
Heated Area	1,050	HVAC	NONE
Exterior Walls	AVERAGE	Bathrooms	1.0-Baths
Interior Walls	WALL BOARD/WD	Bedrooms	2 BEDROOMS
Roofing	MINIMUM	Total Rooms	
Roof Type	GABLE/HIP	Stories	1.0
Frame		Actual Year Built	1929
Floor Cover	PINE/SOFT WOOD	Effective Year Built	1929

Type	SOH MISC	Heat	
Total Area	509	HC&V	
Heated Area		HVAC	
Exterior Walls		Bathrooms	
Interior Walls		Bedrooms	
Roofing		Total Rooms	
Roof Type		Stories	1.0
Frame		Actual Year Built	0
Floor Cover		Effective Year Built	1929

Sub Area

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
BAS	BASE AREA	1,056	3	0100	SINGLE FAMILY
BAS	BASE AREA	530	3	0100	SINGLE FAMILY
FCP	FINISHED CARPORT	500	3	0100	SINGLE FAMILY
FST	FINISHED STORAGE	30	3	0100	SINGLE FAMILY
FST	FINISHED STORAGE	35	3	0100	SINGLE FAMILY
UOP	UNFIN OPEN PORCH	255	3	0100	SINGLE FAMILY
UOP	UNFIN OPEN PORCH	80	3	0100	SINGLE FAMILY
UST	UNFINISHED STORAGE	50	3	0100	SINGLE FAMILY

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
BAS	BASE AREA	1,050	3	0100	SINGLE FAMILY
UOP	UNFIN OPEN PORCH	54	3	0100	SINGLE FAMILY
UOP	UNFIN OPEN PORCH	168	3	0100	SINGLE FAMILY

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
0958	FP 1	1		R7	RES
1641	PATIO 1	324		R1	RES
2221	STG 1	64		R2	RES
2221	STG 1	120		R2	RES

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee	Link to Official Records
8/31/2021	\$100	WD	4927	0592	Unqualified (U)	Improved	TARA ESMERALDA LLC		Link (Clerk)
8/27/2021	\$650,000	WD	4925	2349	Qualified (Q)	Improved	HAWES KENNETH L, ROEBUCK-HAWES	TARA ESMERALDA LLC	Link (Clerk)
7/8/2017	\$100	QD	4530	0906	Unqualified (U)	Improved		HAWES KENNETH L, ROEBUCK-HAWES	Link (Clerk)
7/10/2009	\$100	OD	3893	762	Unqualified (U)	Improved	* ROEBUCK NELL ESTATE OF	* ROEBUCK-HAWES DOROTHEA	Link (Clerk)

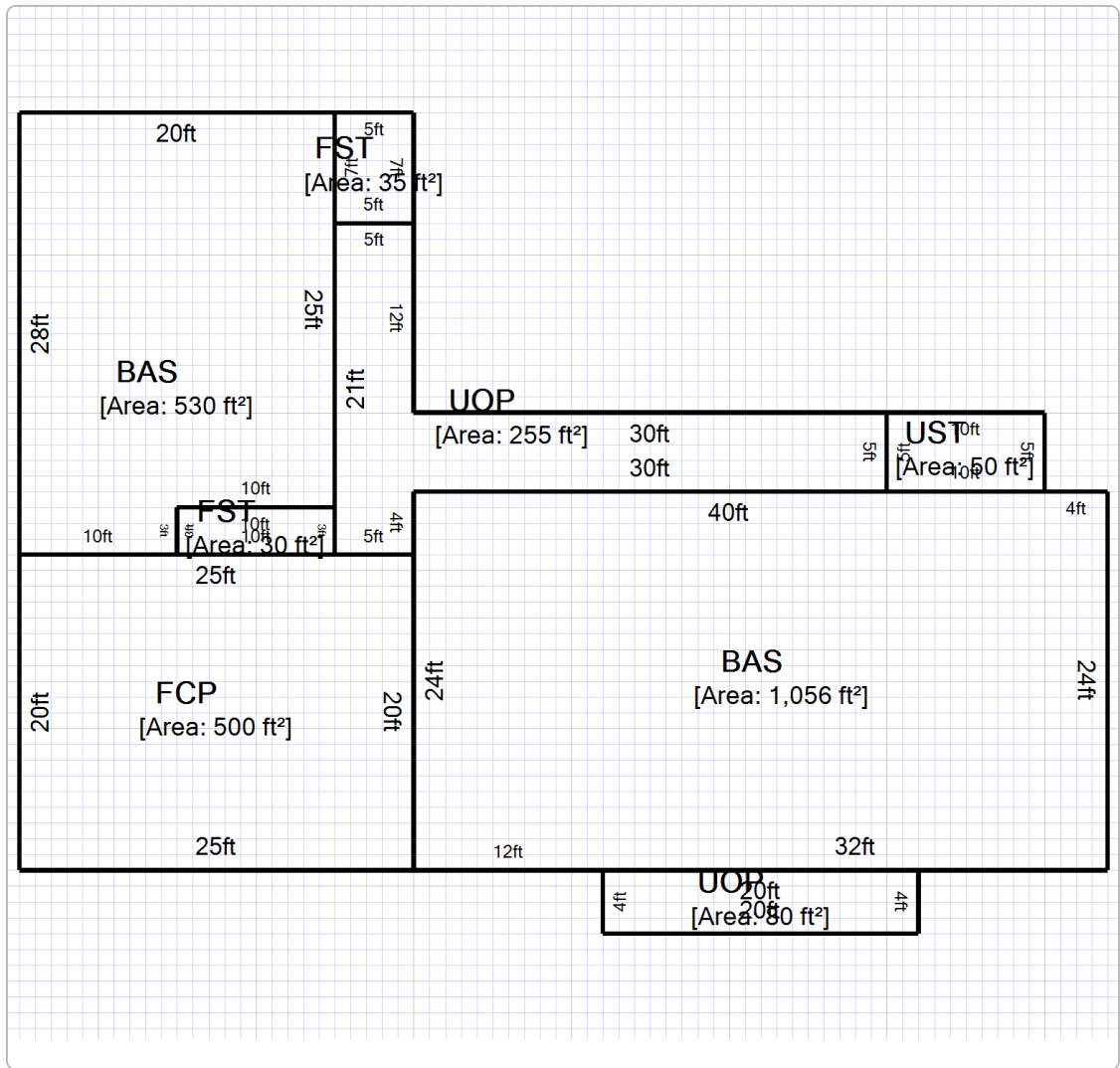
Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

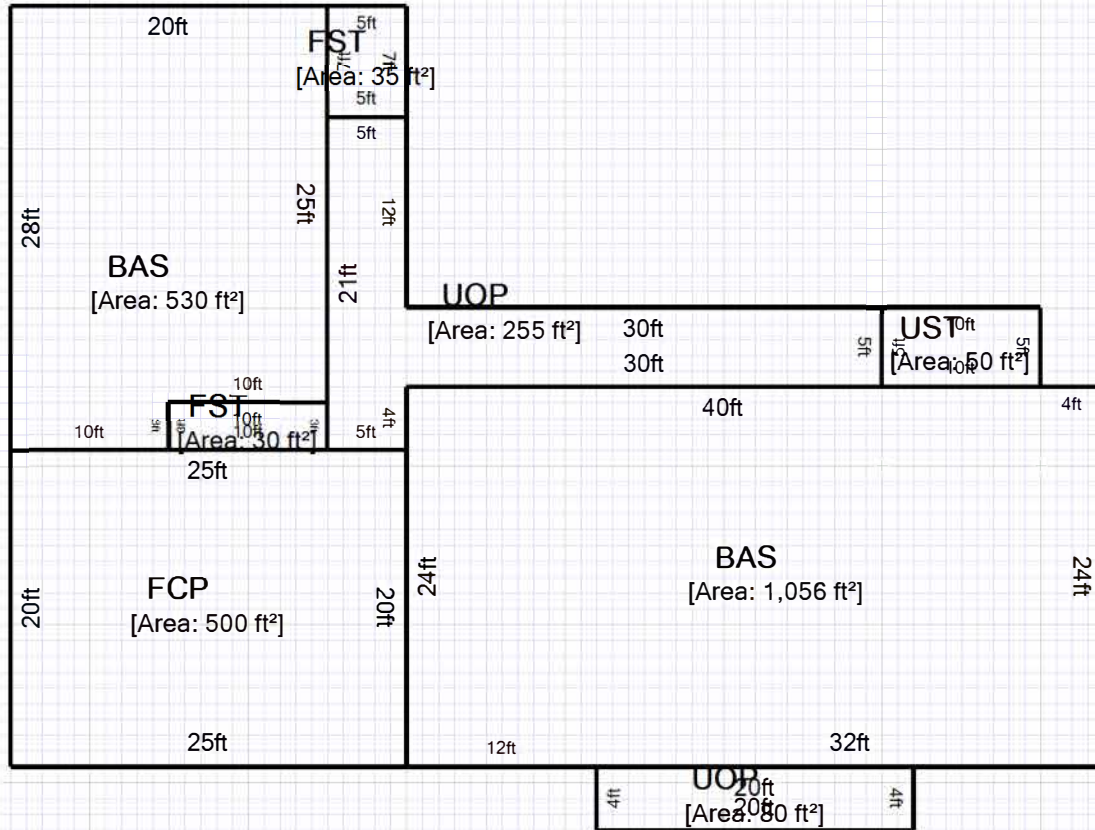
Permits

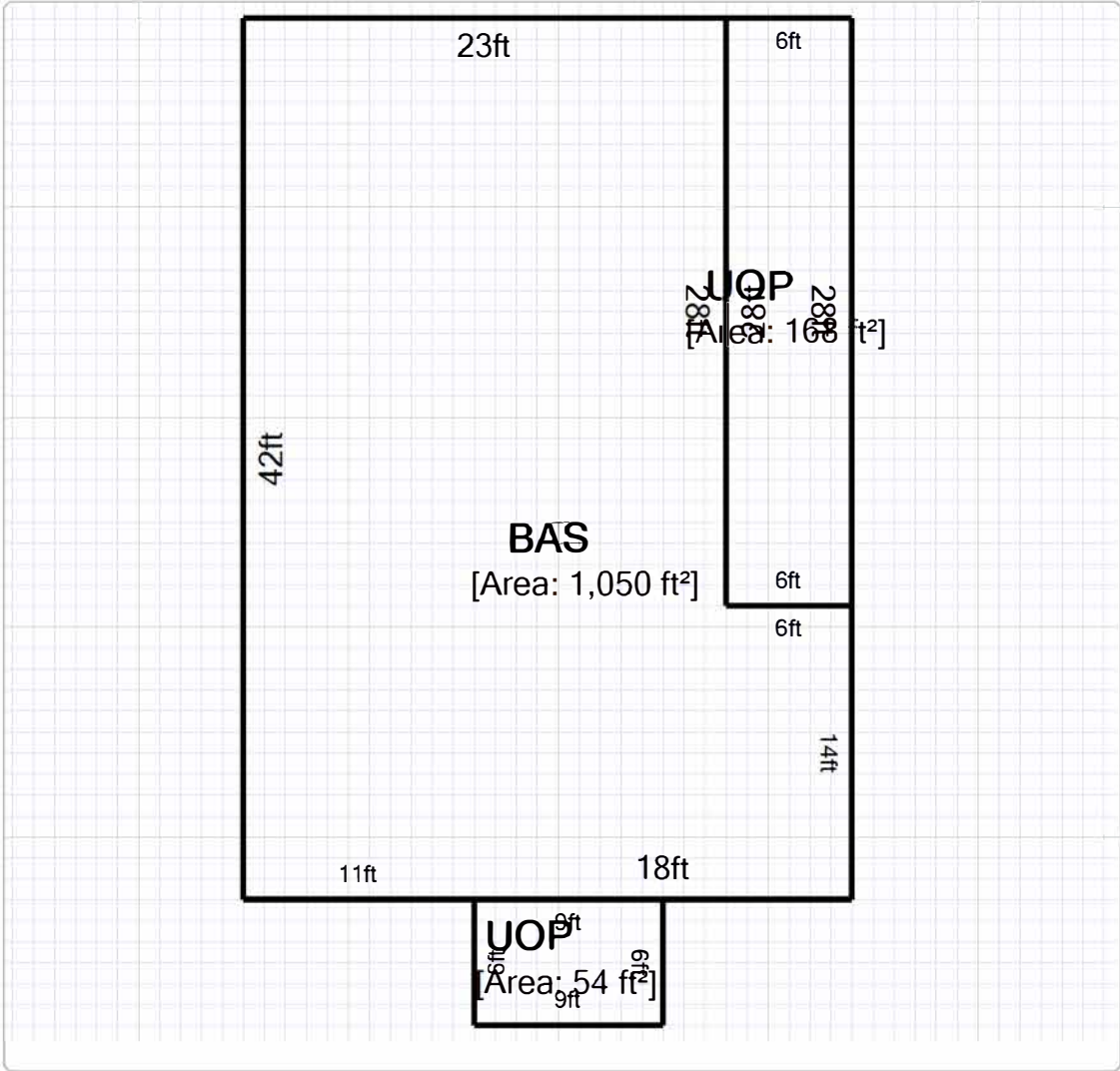
Permit Number	Type	Primary	Active	Issue Date	Value
SN22-000024	SIGN PERMIT	Yes	No	10/5/2022	\$0
5008030209	ROOFING	Yes	No	3/19/2008	\$5,664
06-00000	OVER THE COUNTER INSPECT	Yes	No	9/30/2005	\$0

Our permitting information is pulled from the Alachua County Permitting Offices. Permitting information shown here is all the Property Appraiser has on file for this property. Any detailed questions about permits should be directed to the Permitting Offices.

Sketches









[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TARA ESMERALDA, LLC

Filing Information

Document Number	L20000362090
FEI/EIN Number	87-0925256
Date Filed	11/16/2020
Effective Date	11/16/2020
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	01/29/2021
Event Effective Date	NONE

Principal Address

7717 NW 20TH LANE
GAINESVILLE, FL 32605

Mailing Address

7717 NW 20TH LANE
GAINESVILLE, FL 32605

Registered Agent Name & Address

MOUKHTARA, SAYED
7717 NW 20TH LANE
GAINESVILLE, FL 32605

Authorized Person(s) Detail

Name & Address

Title MANAGER

MOUKHTARA, SAYED
7717 NW 20TH LANE
GAINESVILLE, FL 32605

Title AMBR

VALVERDE 5, LLC
2100 SALZEDO STREET
STE #300

CORAL GABLES, FL 33134

Title AMBR

TILAL 3 INVESTMENT CORP.
2100 SALZEDO STREET
STE #300
CORAL GABLES, FL 33134

Title AMBR

MSA SACO PROJ 3 LLC
8345 NW 66TH STREET
STE D5767
MIAMI, FL 33009

Title AMBR

EXCELSA US REAL ESTATE 1, LP
7200 WISCONSIN AVE,
SUITE 500
BETHESDA, MD 20814

Title AMBR

TARA PROJECT LLC
7717 NW 20TH LANE
GAINESVILLE, FL 32605

Annual Reports

Report Year	Filed Date
2021	01/25/2021
2022	02/21/2022
2023	03/15/2023

Document Images

03/15/2023 -- ANNUAL REPORT	View image in PDF format
02/21/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- LC Amendment and Name Change	View image in PDF format
01/25/2021 -- ANNUAL REPORT	View image in PDF format
11/16/2020 -- Florida Limited Liability	View image in PDF format



Alachua County
 Department of Growth Management
 10 SW 2nd Avenue, Gainesville, FL 32601
 Telephone (352) 374-5249
[Alachua County Growth Management Website](http://www.alachua.fl.gov/growth)

Submit Affidavit to:
 Development Services Division
[Development Review Email](mailto:development@alachua.fl.gov)

POSTED NOTICE AFFIDAVIT FOR DEVELOPMENT PLAN REVIEW

PROJECT NAME: Tara Esmeralda Phase 2

OWNER(s): Tara Esmeralda, LLC

APPOINTED AGENT: eda consultants, inc.

PARCEL NUMBER(s): 04289-000-000

APPROXIMATE PROJECT ADDRESS: 14114 NW 13th Avenue

I, the property owner or designated agent representative of the subject property, being duly sworn, depose and say the following:

1. That I am the owner and record title holder of the property described in the attached application; and
2. That this affidavit serve as posting of the "Notice of Development Application Sign(s) which describes the nature of the development request, the name of the project, and the telephone numbers where additional information can be obtained. In addition, the applicant has securely posted the sign(s) on the property along each street frontage, at intervals of not more than four hundred (400) feet for properties within the Urban Cluster and maximum intervals of 1,320 feet for properties outside of the Urban Cluster, and set back no more than five (5) feet from the street and visible from the street. If the property does not abut a public right-of-way, signs have been placed at the nearest public right-of-way with an indication of the location of the subject property.
3. It is also agreed that the applicant shall maintain the signs(s) as provided above until the conclusion of the development review and approval process and that the signs shall be removed within ten (10) days after the final action has been taken on the development application
4. That I, the undersigned authority, hereby certify that the foregoing statements are true and correct.

Melissa Watson Agent or Owner Melissa Watson Agent or Owner
 Signature Printed Name

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

3rd Day of July, 2023, by Melissa Watson who is

personally known or has provided satisfactory identification _____.

STATE OF FLORIDA

COUNTY OF Alachua



Heather A. Hartman
 Comm.: # HH 320137
 Expires: October 10, 2026
 Notary Public - State of Florida
 (Notarial Stamp above)

Heather A. Hartman Signature of Notary Public
Heather A. Hartman Printed Name of Notary Public
HH-320137 Notary Commission Number



Countywide Stormwater Code Affidavit of Compliance.

Instructions: Complete and submit this form for all activities that involve the construction of a stormwater management system. Please submit this form, along with the other required documents as listed in Sec. 77.28 of the Alachua County Code.

Part 1. Applicant Information

Applicant or Owner Name: Claudia Vega, P.E.

Phone Number: 352-373-3541

Company Name: eda consultants inc.

Email Address: cvega@edafl.com

Company Address: 720 SW 2nd Ave, South Tower, Suite 300, Gainesville, FL 32601

Registered Professional Name: Claudia Vega, P.E.

Phone Number: 352-373-3541

Company Name: eda consultants inc.

Email Address: cvega@edafl.com

Company Address: 720 SW 2nd Ave, South Tower, Suite 300, Gainesville, FL 32601

Part 2. Project Location Information

Project Name: Tara Esmeralda Phase 2

Tax Parcel: 04289-000-000

Project Location (Unincorporated Alachua County or Municipality): Alachua County

Note: For projects located in Municipalities submittal of this form is a self-certification of compliance. An acknowledgement of receipt will be sent once all required documents are provided. This acknowledgement is not a review of the submitted materials. Projects in Unincorporated Alachua County will be reviewed pursuant to Sec. 77.27 of the Alachua County Code.

Part 3. Stormwater Discharge Information

Watershed Name:

Waterbody ID Number (WBID#):

Stormwater Discharge Locations Please Check all That Apply	
<input type="checkbox"/>	Project Discharges Offsite as Surface Flow
<input type="checkbox"/>	Project Discharges Directly to Outstanding Florida Water
<input type="checkbox"/>	Project is in the Watershed of a Waterbody Listed as Impaired for Nutrients or has a Nutrient TMDL
<input checked="" type="checkbox"/>	Project Infiltrates to Groundwater
<input type="checkbox"/>	Project is in the Sensitive Karst Area

Please briefly describe the Best Management Practices used:

Part 4. Exemption and Waiver Information

If applicable, Please list the exemption(s) this project qualifies for under Sec. 77.25 of the Alachua County Code. Supporting Documentation may be required:

Existing stormwater system in Phase 1

If applicable, Please describe the waiver you are requesting under Sec. 77.26 of the Alachua County Code. Supporting documentation is required:

Part 5. Signatures

I authorize Alachua County, and its agents and contractors, to enter the property for the purpose of verifying compliance. If the property is sold and/or the entity responsible for operation and maintenance of the stormwater management system, the Property Owner will notify the Alachua County Environmental Protection Department within 30 calendar days of the sale or change in operation and maintenance entity. Failure to comply may result in enforcement action using the provisions of Alachua County Code Chapter 24 or any other remedy available by law or equity.

Applicant/Owner Signature:  Date: 6/30/23

I hereby certify that the above referenced project meets, or is exempt from, the requirements of the Alachua County Code Chapter 77, Article III Stormwater Treatment Code. I further certify that the Operation and Maintenance requirements have been provided to the owner and entity responsible for operation and maintenance of the stormwater management system.

Registered Professional Signature:  Date: 6/30/23

Florida Registration Number: 51532



This Instrument Prepared By:
Cole A. Barnett, Esq.
Salter Feiber, PA
3940 NW 16th Blvd., Bldg. B
Gainesville, Florida 32605
352-376-8201

SFPA File No.: 21-0862.3 AB

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF TARA ESMERALDA**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Tara Esmeralda (this "**Amendment**"), made this 28th day of July, 2023 (the "**Effective Date**") by **TARA ESMERALDA, LLC**, a Florida limited liability company, whose post office address is 7717 NW 20th Lane, Gainesville, Florida 32605 (the "**Declarant**"),

WITNESSETH:

A. WHEREAS, Declarant made and entered into that certain Declaration of Covenants, Conditions and Restrictions for Tara Esmeralda recorded on January 11, 2023 in Official Records Book 5036, Page 1422, Public Records of Alachua County, Florida (the "**Declaration**");

B. WHEREAS, under Article XVI, Section 5., of the Declaration, Declarant reserved the right to amend the Declaration prior to turnover and turnover has not occurred; and

C. WHEREAS, Declarant wishes to amend the Declaration to amend Article XI, Covenants for Home and Lawn Maintenance, Section 3. Irrigation.

NOW THEREFORE, the Declaration is hereby amended by Declarant as follows:

1. Article XI, Section 3., is hereby amended to read as follows (deletions in strike through; additions underlined):

Section 3. Irrigation. The Association shall maintain the irrigation system for the Community Common Areas and within any landscape easements or buffers as a Common Expense. Unless otherwise provided, it shall be the duty of each Owner to maintain any irrigation line, sprinkler heads, timers or other equipment located on and servicing a Lot at the Owners' expense, it being hereby acknowledged that not all Lots within the Community may be serviced by Lot irrigation lines. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing the irrigation system, if applicable. No Lot Owner shall place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment of water charges, which may be billed by separate meter to each Owner or

billed to the Association through a master meters and paid as a Common Expense. Further, each Lot Owner shall be responsible for any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer caused by the Owner. any member of Owner's family, any guests. invitees, tenants, contractors, workers or agents of Owner. Each Owner acknowledges that due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Lot Owner's responsibility to treat and remove any such staining at the Lot Owner's expense. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot (excepting any portion within a dedicated landscape easement or buffer) and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot. Notwithstanding anything to the contrary in this Declaration, permanent irrigation systems shall not be required and the use of temporary irrigation systems for establishment shall be encouraged. When provided, the use of permanent irrigation shall be minimized, and systems must comply with Chapter 77, Article VI, Landscape Irrigation Design and Maintenance Standards, of the Alachua County Code of Ordinances. All other provisions of the Water Quality Standards and Management Practices as set forth in Chapter 77 of the Alachua County Code of Ordinances shall also be followed, including limits on the use of fertilizer, operation and maintenance of the automatic irrigation system, and Florida-Friendly Landscaping provisions.


[EXECUTION PAGE TO FOLLOW]


IN WITNESS, WHEREOF, Declarant has caused this Amendment to be executed in its name, this day and year first above written.

Signed, sealed and delivered in the presence of:

TARA ESMERALDA, LLC,
a Florida limited liability company


By: _____
Sayed Moukhtara, Manager


Witness sign name above
Witness print name below
Tamaral L. Jones


Witness sign name above
Witness print name below
Jordan Gompers


STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization on July 28, 2023, by Sayed Moukhtara, Manager of **TARA ESMERALDA, LLC**, a Florida limited liability company, on behalf of the company, who [] is personally known to me or produced FC DL as identification.



JORDAN C. GOMPERS
Commission # HH 049980
Expires October 4, 2024
Bonded Thru Budget Notary Services

(SEAL)


Print Name: Jordan Gompers
Notary Public State of Florida
My Commission Expires:
Serial Number:

This Instrument Prepared By:
Leslie D. Sheekley, Esq.
Hand Arendall Harrison Sale, LLC
35008 Emerald Coast Parkway
Fifth Floor
Destin, Florida 32451



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TARA ESMERALDA**

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

WITNESSETH:

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

Declarant for purposes of this Declaration will be Tara Esmeralda, LLC and

Tara Esmeralda, LLC intends, but shall not be required, to develop the Property as a residential community and to construct and/or sell Lots for the construction of single family homes on the Property, with such construction, ownership and occupancy of Lots and Homes to be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

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

**ARTICLE I
DEFINITIONS**

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

Section 1. "Architectural Review Committee" or "ARC" shall mean the committee established, if at all, by the Board of Directors for architectural review pursuant to this Declaration.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of Tara Esmeralda Homeowners Association, Inc., a Florida corporation not-for-profit, attached hereto as **Exhibit "B"**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 3. "Assessments" shall mean all expenses and charges levied for the purpose of operation of the Association and carrying out the Association responsibilities under the terms of this Declaration, such Assessments to include all Annual Assessments, Special Assessments, and Individual Assessments as described in Article VII hereof.

Section 4. "Association" shall mean Tara Esmeralda Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 5. "Board of Directors" or "Board" shall mean the body responsible for administration of the Association, selected as provided in the Bylaws.

Section 6. "Builder" shall mean any person or entity that purchases more than one Lot for the purpose of constructing Homes on such Lots for sale to third party purchasers, and shall include D. R. Horton, Inc.

Section 7. "Bylaws" shall mean the Bylaws of Tara Esmeralda Homeowners Association, Inc., attached hereto as **Exhibit "C"** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 8. "Common Area" is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant or Association, in its sole and absolute discretion, which may include, but is not limited to, retaining walls and perimeter fencing but only to the extent, the same are owned, whether in fee simple, as the holder of easement or leasehold rights, or otherwise, by, or dedicated to the Association.

Section 9. "Community" or "Tara Esmeralda" shall mean the community planned for development upon the property described in Exhibit "A" or any property annexed as provided herein; the said being within Alachua County, Florida.

Section 10. "County" shall mean Alachua County, Florida.

Section 11. "Declarant" means Tara Esmeralda, LLC, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of the County. Use of the term "Declarant" herein shall have the meaning of the term "developer" in Sections 720.303 - 720.315 of the HOA Act, but references to "Declarant" herein are not intended to mean one who constructed and was responsible for the site development and infrastructure for the Community

including, but not limited to, underground utilities, grading, excavating, erosion control and road work, to the extent such may be a person or entity different from Declarant.

Section 12. "Declaration" shall mean this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 13. "Development Period" shall mean the period of time from the date of recording of this Declaration until the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein has been sold to third-party purchasers other than Builders.

Section 14. "Governing Documents" shall mean the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.

Section 15. "HOA Act" shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 16. "Home" shall mean a detached single-family dwelling constructed upon and including a Lot and for which a certificate of occupancy has been issued.

Section 17. "Institutional First Mortgage" shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 18. "Institutional First Mortgagee" shall mean a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 19. "Lot" is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 20. "Member" shall mean every person or entity who is a Member of the Association in accordance with Article III.

Section 21. "Operating Expense" shall mean and refer to the actual and estimated expense of maintaining and repairing Common Area and operating the Association, including but not limited to, salaries and management fees, professional fees, service and material costs, telecommunications service costs, costs of supplies and equipment, Association-sponsored social events, and any and all costs relating to the discharge of the Association's obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives. Notwithstanding anything to the contrary herein, Operating Expenses shall not include reserves.

Section 22. “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 23. “Permit” shall mean the Environmental Resource or Surface Water Management Permit for Tara Esmeralda, a copy of which is attached hereto as Exhibit “D” and which shall be maintained by the Association for the benefit of the Association and by the Registered Agent of the Association.

Section 24. “Plat” shall mean the Plat of the Property for Tara Esmeralda, recorded or to be recorded in the Public Records of Alachua County, Florida. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration.

Section 25. “Property” shall mean the property described in Exhibit “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 26. “Rules” shall mean collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, Common Areas and any improvements located thereon.

Section 27. “Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records of the County pursuant to Article II, Section 3, which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

Section 28. “Surface Water Management System” shall include, but is not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetland, wetland buffer and upland preservation, and wetland mitigation areas. The Surface Water Management System facilities are located on land designated on the Plat or located on land that is owned by or dedicated to the CDD or located on land that is subject to an easement in favor of the CDD, if established pursuant to the Declaration.

Section 29. “Tenant” shall mean any person or person(s) who are renters, tenants or the like under a lease agreement with the Owner of a Lot for occupancy of the Home on the Lot.

Section 30. “Turnover” shall mean termination of the Class B Membership and transfer of operation of the Association by the Declarant, or successor Declarant, to Class A Members.

Section 31. “WMD” shall mean and refer to the Suwanee River Water Management District.

The foregoing definitions shall be applicable to this Declaration and to any supplemental

declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

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

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

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

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

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Member the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association.

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

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

(d) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant during the Development Period or so long as the Declarant holds Lots for sale in the ordinary course of business.

ARTICLE III **MEMBERSHIP**

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership

shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

ARTICLE IV **VOTING RIGHTS**

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

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership when Class B Memberships convert to Class A Memberships. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

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

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

ARTICLE V **PROPERTY RIGHTS**

Section 1. **Common Area.** The Common Area licensed, transferred, and/or conveyed as Common Area, shall be held, operated, maintained, repaired and replaced according to the following:

- (a) Said Common Area, upon installation and construction, shall be maintained, repaired and replaced as scheduled and as necessary in a continuous and satisfactory manner in good order, condition, and repair as of the recording of this Declaration;

(b) The right to the use of the Common Area, once installation or construction thereof has been completed, shall extend to all Members and their family, tenants, contract purchasers and invited guests, subject to regulation from time to time by the Association in its Rules. Vendors, contractors and service providers, entering the Community as an invitee of an Owner or the Association, shall be subject to the Rules of the Association;

(c) The Common Area shall be subject to the other provisions of this Declaration, the Articles, Bylaws; and

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

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

Section 2. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article shall be subject to:

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

(b) The Declarant shall have full rights of ingress and egress to and through, and over and about the Property during the Development Period and such additional period of time as Declarant or Builders are engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant or its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

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

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

Section 3. No Dedication to Public Use. Nothing contained in this Declaration, and except as otherwise provided in the Documents, shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 4. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 5. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System shall be operated and maintained in compliance with all approvals, codes and regulations of governmental authorities and the WMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the WMD.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

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

assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

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

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

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, both Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may

be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

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

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of the total eligible voting interests of the Membership (Class B included until terminated), shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 6 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the

Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

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

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

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no land or improvements devoted to dwelling use shall be exempt from said Assessments. Lots owned by the Declarant shall be exempt from payment of Assessment during such period of time the Declarant is funding deficits in operating expenses pursuant to Section 12 below.

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

ARTICLE VII

WORKING FUND CONTRIBUTION

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

Section 2. Working Fund Contribution on Sale by Owner Other Than Declarant. At the time of a conveyance of a Lot pursuant to a sale by an Owner other than the Developer, Declarant or Builders, each purchaser shall pay to the Association the amount of \$200.00 as a Working Fund Contribution. The amount of the resale Working Fund Contribution shall be subject to change from time to time by the Board of the Association. These monies shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary Association income and need not be separated from or held or applied differently than Assessments. No refund of a Working Fund Contribution will be made on resale.

ARTICLE VIII

ARCHITECTURAL CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

(a) Owners and operators of low-speed vehicles in the Community, as defined by §316.01(41), Florida Statutes, shall comply with §316.2122, Florida Statutes and any other applicable governmental regulation as well as these covenants and Association Rules. Upon application by a Lot Owner and issuance of a permit and sticker from the Association, compliant low-speed vehicles may be temporarily parked in Common Area parking locations during amenity use and as may be further regulated by the Board of Directors. Low-speed vehicles are not permitted on any sidewalk, grassed, or unpaved area within the Community. Operators of low-speed vehicles shall obey all traffic signs and laws, yield to pedestrians and move to the far right side of the road when approached from behind by a motor vehicle, to allow its safe passage. Low-speed vehicles must be in good working order and equipped with headlamps, stop lamps, turn

signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. Under no circumstances may anything be pulled or towed behind a low-speed vehicle when in use, and the number of passengers is restricted to the specifications of the vehicle manufacturer. All passengers must be seated inside the low-speed vehicle while it is in motion. Owners shall maintain liability insurance for their low-speed vehicle, with the Association as an additional named insured, and shall provide proof of such insurance to the Association upon request. Owners and/or operators will be held personally liable for injuries and damage caused to persons or property associated with the use of a low-speed in the Community. Operators of low-speed vehicles must have a valid state issued driver's license. A violation of any of the provisions of this paragraph or Association Rules governing use of low speed vehicles in the Community may result in suspension or revocation of low-speed vehicle use rights.

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

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

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

Section 12. Window Coverings. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the Board. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Board. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

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

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

Section 15. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center, childcare facility, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by Association. The foregoing shall not apply to any platted Lot which is designated for and zoned for commercial use or pertaining to circumstances regulated by applicable fair housing laws.

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

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

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

Section 19. Ponds. No Owner shall use any bodies of water located within the Community, if any, for recreational purposes, including boating, jet skiing, or any other types of water sports. Swimming in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the pond and lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies of water in the Community in promulgated Rules. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ANY WATER BODIES IN THE COMMUNITY MAY VARY FROM TIME TO TIME. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, AREAS IN THE COMMUNITY WHICH ARE DESIGNED TO RETAIN WATER, MAY HAVE LITTLE TO NO WATER RETENTION AND WATER LEVELS MAY BE NON-EXISTENT.

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

ARTICLE X **EASEMENTS**

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

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

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

portion of the Home, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots.

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

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

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

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

ARTICLE XI
COVENANTS FOR HOME AND LAWN MAINTENANCE

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

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

Section 3. Irrigation. The Association shall maintain the irrigation system for the Community Common Areas and within any landscape easements or buffers as a Common Expense. Unless otherwise provided, it shall be the duty of each Owner to maintain any irrigation line, sprinkler heads, timers or other equipment located on and servicing a Lot at the Owners' expense, it being hereby acknowledged that not all Lots within the Community may be serviced by Lot irrigation lines. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing the irrigation system, if applicable. No Lot Owner shall place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment of water charges, which may be billed by separate meter to each Owner or billed to the Association through a master meters and paid as a Common Expense. Further, each Lot Owner shall be responsible for any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer caused by the Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers

or agents of Owner. Each Owner acknowledges that due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Lot Owner's responsibility to treat and remove any such staining at the Lot Owner's expense. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot (excepting any portion within a dedicated landscape easement or buffer) and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot.

Section 4. Landscaping. Unless otherwise provided, the Association shall only be responsible for the maintenance of landscaping within any landscape easement or buffer originally installed to comply with governmental requirements by the Declarant or by the Association. Such maintenance shall include routine trimming, weeding and pruning of the landscaping. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining the landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Each Owner shall be solely responsible for all maintenance and replacement of all landscaping installed on the Lot, unless such landscaping is part of an easement or buffer and therefore required to be maintained by the Association by a governmental agency. Owner shall perform routine trimming, weeding and pruning of landscaping on the Lot and shall replace any dead or dying landscaping promptly. Subject to §163.045, Florida Statutes, the Owner of each Lot shall be responsible for the planting and maintenance of the trees on each such Lot as required by the County and applicable codes or ordinances, if any. ARC approval as required by the Declaration shall be withheld until such time as the plans and submissions presented for each Lot comply with this provision. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations provided by the County, as applicable, or as otherwise permitted under §163.045, Florida Statutes. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. Any Owner violating the restrictions of this Section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work.

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

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

ARTICLE XII

COVENANTS RELATING TO FIRST MORTGAGEES

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

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

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

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

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

ARTICLE XII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and reviewed by the Association prior to the effective date of the lease. The lease shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and applicable rules and regulations, if any. The Owner or lessee requesting the review shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or the maximum amount permitted by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease and examining records. No lease shall be for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior written review of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to

property caused by the negligence of the tenant. The Board of Directors may require that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with Federal Law and applicable local codes regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

ARTICLE XIV

WATER MANAGEMENT SYSTEMS

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

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

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling

governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the surface water management system, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted without the consent of the WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the Association or the WMD, or any appropriate governmental agency that may require access. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the WMD. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetlands buffers and upland preservation areas, wetland mitigation areas, and drainage easements described in the Permit or Plat, unless prior approval is received from the Association and WMD. If such actions are permitted by the WMD, the Declarant, or the Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited.

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

Section 5. Wetland Areas. The Plat or an amended Plat may contain wetlands, wetlands buffers and upland preservation areas which are regulated in accordance with Section 706 of the Alachua County Land Development Code. Unless permitted by the Land Development Code, the following acts are expressly prohibited within wetlands and wetland buffer areas, if any, without prior written consent of Alachua County: (1) "Development", as defined by the Land Development Code, (2) construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground, (3) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or authorizations,

(4) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials (5) removal, mowing or trimming of trees, shrubs or other vegetation, (6) application of herbicides, pesticides, or fertilizers, (7) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, (8) surface use except for purposes that permit the land or water areas to remain in its natural condition, (9) planting of vegetative material that is not native to the Southwest region of Florida, (10) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and (11) acts or uses detrimental to such retention of land or water areas. If wetland mitigation monitoring is required by the Permit and if the Association is responsible thereunder to carry out such obligation, the rules and regulations of the Association shall state that it will be the Association's responsibility to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring.

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

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

ARTICLE XV

INSURANCE AND HAZARD LOSSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVI

GENERAL PROVISIONS

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

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

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

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

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

Section 5. Amendment. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners, subject to the terms and conditions herein. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of Alachua County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of the voting interests present in person or by proxy at a duly noticed meeting of the Lot Owners for the purpose of voting on such amendment. Notwithstanding any other provision herein to the contrary, so long as D.R. Horton, Inc. owns a Lot, no amendment to this Declaration or the Rules, shall alter or affect the rights of D.R. Horton, Inc. as a Builder, unless such amendment receives the prior written consent of D.R. Horton, Inc., which consent may be withheld for any reason whatsoever. The foregoing shall survive Turnover, and any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by D.R. Horton, Inc. and recorded in the Public Records of Alachua County.

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

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

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

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

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

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

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

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

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

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

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

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

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

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

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

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

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

Section 13. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the

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

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

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

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

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

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

SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

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

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

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

Section 18. CONSTRUCTION ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER

PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 19. Notices and Disclaimers as to Water Bodies and Wildlife. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE

AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN TARA FOREST NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

Section 20. Recreational Facilities.

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

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

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

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

That part of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant for a point of reference; thence run South 00 degrees 09 minutes 44 seconds East along the centerline of State Road No. S-241 and the West line of said Section 34, 1571.02 feet; thence run South 89 degrees 42 minutes 50 seconds East, 40.0 feet to an intersection with the East right-of-way line of said State Road No. S-241; thence run South 00 degrees 09 minutes 44 seconds East along said East right-of-way line, 698.94 feet; thence run South 00 degrees 00 minutes 17 seconds West along the said East right-of-way line 701.06 feet, thence run South 89 degrees 42 minutes 50 seconds East, 413.40 feet to the Point of Beginning, from said Point of Beginning thence run South 89 degrees 42 minutes 50 seconds East, 647.12 feet, thence run South 00 degrees 00 minutes 17 seconds West, parallel to said State Road No. S-241, 230.79 feet, thence run North 89 degrees 42 minutes 50 seconds West, 636.00 feet, thence run South 00 degrees 00 minutes 17 seconds West, 445.36 feet, thence run North 89 degrees 42 minutes 50 seconds West 10 feet, thence run North 00 degrees 00 minutes 17 seconds East 676.15 feet, more or less, to the Point of Beginning.

ALSO

That part of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant for a point of reference; thence run South 00 degrees 09 minutes 44 seconds East along the centerline of State Road No. S-241 and the West line of said Section 34, 1571.02 feet; thence run South 89 degrees 42 minutes 50 seconds East, 40.0 feet to an intersection with the East right-of-way line of said State Road No. S-241; thence run South 00 degrees 09 minutes 44 seconds East along said East right-of-way line, 698.94 feet; thence run South 00 degrees 00 minutes 17 seconds West along the said East right-of-way line, 1377.21 feet; thence run South 89 degrees 42 minutes 50 seconds East, 597.52 feet to the point of beginning; thence continue South 89 degrees 42 minutes 50 seconds East a distance of 463 feet; thence run North 00 degrees 00 minutes 17 seconds East a distance of 445.36 feet; thence run North 89 degrees 42 minutes 50 seconds West a distance of 636 feet; thence run South 00 degrees 00 minutes 17 seconds West a distance of 178.36 feet; thence run South 89 degrees 42 minutes 50 seconds East a distance of 173 feet; thence run South 00 degrees 00 minutes 17 seconds West, 267 feet to the point of beginning.

ALSO

That part of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 34, Township 9 South, Range 18 East, inside the Arredondo Grant for a point of reference; thence run South 00°09'44" East along the center line of State Road No. S. 241 and the West line of said Section 34, 1571.02 feet; thence run South 89°42'50" East 40.0 feet to an intersection with the East right-of-way line of said State Road No. S. 241; thence run South 00°09'44" East along said East right-of-way line 698.94 feet; thence run South 00°00'17" West along the said East right-of-way line 1377.21 feet; thence run South 89°42'50" East 424.52 feet to the point of beginning; thence run North 00°00'17" East 267.00 feet; thence run South 89°42'50" East 173.00 feet; thence run South 00°00'17" West 267.00 feet; thence run North 89°42'50" West 173.00 feet to the point of beginning.

LESS AND EXCEPT any portion thereof lying within the lands conveyed to the State of Florida in Deed Book 324, Page 465, of the Public Records of Alachua County, Florida.

EXHIBIT "B"
ARTICLES

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**ARTICLES OF INCORPORATION FOR
Tara Esmeralda Homeowners Association, Inc.
(a corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation:

STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT
JAIL APASSI (P. 11.00.00)

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ARTICLE I - NAME

The name of the corporation shall be **Tara Esmeralda Homeowners Association, Inc.**, a Florida corporation not-for-profit (the "Association").

ARTICLE II - DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Tara Esmeralda (the "Declaration") recorded, or to be recorded, among the Public Records of Alachua County, Florida by Tara Esmeralda, LLC, a Florida limited liability company (the "Declarant") and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the Association shall be 7717 NW 20th Lane, Gainesville, Florida 32605.

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720, as amended from time to time ("the HOA Act") of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To promote the health, safety and social welfare of the Owners of Property within the residential community of Tara Esmeralda as described in the Declaration.

Section 2. To own and maintain, repair and replace the Association Property and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Association Property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.

Section 3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration,

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Section 5. To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE V- GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To levy Assessments and other Charges on Lots, collect such Assessments and other Charges from Lot Owner Members, and to use the proceeds thereof in the exercise of its powers and duties.

Section 5. To pay taxes and other charges, if any, on or against the Association Property, excepting Lots not owned by the Association, and the Common Area.

Section 6. To have all express powers conferred upon the Association by the Declaration, Bylaws and Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as prohibited herein.

Section 7. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 8. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the HOA Act.

Section 9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 10. To sue and be sued, and to enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

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Section 11. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 12. To operate and maintain Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System facilities.

Section 13. To contract for services for the operation, maintenance, and management of Common Areas and Property and all other property dedicated to or maintained by the Association.

Section 14. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into the powers and duties of the Association, excepting those which require specific approval of the Board of Directors or the membership of the Association

Section 15. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

ARTICLE VI- MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

ARTICLE VIII- DIRECTORS

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The members of the Board of Directors and their street addresses are:

Sayed Moukhtara	7717 NW 20 th Lane Gainesville, Florida 32605
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Silvia H. Moukhtara Nemer	7717 NW 20 th Lane Gainesville, Florida 32605
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Ryan A. Zook

3300 SW 34th Street, Suite 101
Ocala, FL 34474

Those directors appointed to the Board of Directors by Declarant or its designated successor or assigns, need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

All of the duties and powers of the Association existing under the HOA Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised by the Board of Directors or such committees to which authority is given by the Board or pursuant to the HOA Act or the Governing Documents of the Association, subject only to approval by Members when such approval is specifically required.

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors, other than those appointed by Declarant, shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	Sayed Moukhtara 7717 NW 20 th Lane Gainesville, Florida 32605
Vice President and Secretary:	Silvia H. Moukhtara Nemer 7717 NW 20 th Lane Gainesville, Florida 32605

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Treasurer: Ryan A. Zook
 3300 SW 34th Street, Suite 101
 Ocala, FL 34474

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Corporation's registered office is 7717 NW 20th Lane, Gainesville, Florida 32605, and the Registered Agent is Silvia H. Moukhtara Nemer.

ARTICLE XI - CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities and other dedicated property and related infrastructure shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, as such may be amended from time to time, and be approved by the WMD prior to such termination, dissolution, or liquidation.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. The Bylaws for the Association will be recorded in the Public Records as originally enacted by Declarant, and as thereafter amended from time to time in accordance with the provisions for amendment set forth therein.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

Amendment of these Articles requires the approval of at least two-thirds (2/3) of the membership votes. Notwithstanding the foregoing: (a) for so long as the Declarant has the right to appoint the entire Board of Directors of the Association, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

Any amendment to these Articles that would alter the Surface Water Management System Facilities, conservation areas or any water management areas of the Common Areas must

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have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a modification to the WMD Permit. If the proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

Section 2. Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 3. Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

Section 4. Miscellaneous. The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

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Section 5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE XV - - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVI - INCORPORATOR

The name and address of the Incorporator is:

Name: TARA ESMERALDA, LLC
Address: 7717 NW 20th Lane
Gainesville, Florida 32605

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IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 24 day of August, 2022.

TARA ESMERALDA, LLC, a Florida limited liability company

By: [Signature]
Name: SAYEN MAUKHTARA
Its: MANAGER

STATE OF FLORIDA

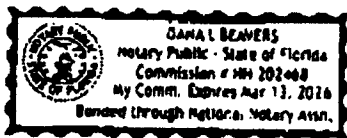
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of August, 2022, by Sayen Maukhtara as Manager of Tara Esmeralda, LLC, on behalf of the company. He/She is personally known to me or has produced license as identification.

[Signature]
Notary Public Signature

Dana L. Beavers
Notary Name [Printed/Typed/Handwritten]
State of Florida
Commission Expires: 02/15/2026

(NOTARY SEAL)



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STATE OF FLORIDA
TALLAHASSEE, FL 09101

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REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Tara Esmeralda Homeowners Association, Inc., a Florida corporation not-for-profit this 24th day of August, 2022.

Silvia Moukhtar Nemer

By: 

Name: SILVIA MOUKHTAR NEMER

Is: REGISTERED AGENT

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "C"
BYLAWS

**BYLAWS OF
TARA ESMERALDA HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)
under the laws of the State of Florida**

1. **Identity.** These are the Bylaws of **Tara Esmeralda Homeowners Association, Inc.** (the “Association”), a corporation not for profit incorporated under the laws of the State of Florida and organized for the purpose of administering the Community known as Tara Esmeralda located in Alachua County, Florida (the “Property”).
 - 1.1 **Principal Office.** The principal office of the Association shall be at 7717 NW 20th Lane, Gainesville, Florida 32605, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word “Florida,” the words “Corporation Not for Profit,” and the year of incorporation.
2. **Definitions.** For convenience, these Bylaws shall be referred to as the “Bylaws” and the Articles of Incorporation of the Association as the “Articles.” The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of Tara Esmeralda (the “Declaration”), unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.** The members of the Association (“Members”) shall be as specified in the Articles and Declaration.
 - 3.1 **Annual Meeting.** The annual Members’ meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.
 - 3.2 **Special Meeting.** Special Members’ meetings shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting. Special and Annual Meetings may, at the election of the Board, be held by telephonic or video-conferencing means that will allow Members the ability to participate and communicate adequately with each

other during the meeting. Such telephonic or video-conferencing participation may be counted as physical presence for quorum and other purposes with reasonable pre-meeting measures taken to confirm the eligibility of the participant as a Member in good standing and/or the holder of a Member's proxy.

- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary or their designee. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, either before or after the meeting, or unless the Owner has consented to receive electronic notices in accordance with the HOA Act. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof, unless otherwise required by the HOA Act. The posting and mailing of the notice shall be not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized by proxy or valid power of attorney to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. Notwithstanding anything contained herein to the contrary, for so long as Declarant is the Class B Member, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. After Declarant's Class B membership has expired, a quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

There is no quorum requirement for an election; however, at least 20 percent of all eligible voters must cast a ballot in order to have a valid election.

3.5 Voting.

- (a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership when Class B Memberships convert to Class A Memberships. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

- (i) Three (3) months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed to Class A Members (other than Builders); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment;
 - (ii) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
 - (ii) As otherwise required by applicable law.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" shall mean a majority of the votes of Members present and not a majority of the Members themselves and shall further mean, irrespective of the number of Members physically present, more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- (c) Voting Owner. If a Lot is owned by one person, his or her right to vote shall

be established by the most recent recorded deed for the Lot. It is the responsibility of the record owner to provide written notice of such ownership and changes in ownership for the Association's roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person shall be one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
 - (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.
 - (iii) If both are present at a meeting and concur, either one may cast the vote.
- (d) Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, Executive Director, President, Vice President, Secretary, Treasurer, or Member of the entity holding such Membership in the Association, and any like officer of a foreign corporation, whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation or other entity and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other

officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its senior officer, in the order first stated in this subsection.

- (c) Any document requiring the signature of a Member, except election ballots, may be accomplished utilizing Docusign or any other mutually acceptable similar online, electronic or digital signature technology and such shall be deemed original signatures.

- 3.6 Proxies. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time during the meeting when the vote is called. Holders of proxies shall be limited to individual Owners or the authorized owner, officer, director or manager of an Owner entity. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute, who is a Member, to act in his place.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy, delivered, mailed or transmitted electronically is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

- 3.8 Order of Business. If a quorum has been attained, the order of business at annual

Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading and approval of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of Member committee to count ballots or proxies, or inspectors of election;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

Such order may be waived or modified by direction of the chairman.

- 3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years, or such other period as required by the HOA Act, as amended from time to time.
- 3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association may be suspended in accordance with the HOA Act until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Such suspension shall be made, if at all, prior to the meeting where votes are counted, or the date written consents are due and tallied. Delinquent Members shall not be eligible to run for or serve on the Board of Directors.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of

such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

- 3.12 Recording. Any Member may make audio or video recordings of meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings. Notwithstanding the right to record, neither live-streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.

4. Directors

- 4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors; and in no event more than five (5) Directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote and resolution of the Board of Directors.
- 4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:
- (a) Election of Directors shall be held at the annual Members' meeting, except as

provided herein to the contrary.

- (b) The first notice of meeting and request for director nominations shall be mailed not less than 60 days prior to the annual meeting. Nominations for Directors shall be submitted in writing or email by the candidate or another Member, not less than 40 days in advance of the annual meeting and all eligible candidates shall be listed in alphabetical order on a ballot to be mailed to Owners. All candidates shall be notified of receipt of their nomination, with the opportunity to withdraw their candidacy prior to the printing and mailing of ballots. No nominations shall be taken from the floor at the meeting.
- (c) The election shall be by secret written ballot and decided by a plurality of the votes cast for each candidate.
- (d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise disqualified pursuant to the HOA Act and may nominate himself or herself in advance as a candidate for the Board. Nominations from the floor at the members meeting are not be permitted.
- (e) Upon submission of nominations, eligible candidates may submit a one-page information sheet to be included with the mailing of the ballots. Ballots with return envelopes shall be mailed to Owners not less than 14 days prior to the election. The outer envelope shall be addressed to the Association and in the return addresses location, shall provide spaces for the name of the voter, the address or Lot number being voted, and a signature space for the voter.
- (f) An election is not required if the number of vacancies equals or exceeds the number of candidates.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.
- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he or she was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

- (c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
 - (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the fees of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.
- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two (2) years from the date of such Director's election and subsequently until his/her successor is duly elected and qualified, or until he/she is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held immediately following or within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.
- (a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation, where the contents of the discussion would otherwise be governed by attorney-client privilege and meetings of the board held for the purpose of discussing personnel matters. Board Members may participate by telephone conference or video conferencing in any Board meeting, and for meetings open to the Members, shall either, and in the directors' discretion, provide the telephone and / or video conference participant numbers or link, or have a speaker phone and video equipment available at a location within 30 miles of the Community for Member attendance. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a

Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member or to authorize the expenditure of Association funds.

- 4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency. Board members may attend meetings by telephone or other means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present for the meeting for purposes of voting, quorum and otherwise.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors or by 20% of the total voting Membership. Notice of the meeting shall be given to Directors by hand-delivery, by telephone or by Email which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting of the Board shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to

time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Unfinished business;
 - (e) New business;
 - (f) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years, or such other period as required by the HOA Act, as amended from time to time. Minutes for each meeting must be reduced to written form within sixty (60) days after the meeting date, and once approved, the recording destroyed or deleted.
- 4.14 Recording. Any Member may make audio or video recordings of Board meetings. The Board of Directors of the Association may adopt reasonable rules governing the recording of meetings. Notwithstanding the right to record, neither live-streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.
- 4.15 Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such

resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by the Governing Documents or the HOA Act to be approved by members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

4.16 Architectural Control Committee. As provided in the Declaration, the Board of Directors may create an Architectural Control Committee ("ARC"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ARC. To the extent not inconsistent with the Declaration, the provisions of Section 4.15 shall apply to the ARC.

4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

Pursuant to Section 720.307(2), Florida Statutes, Members are entitled to elect one (1) member of the Board of Directors (a "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for the Community are conveyed to Class A Members, provided such Members exercise this right. In the event the Class A Members do not exercise the right to elect a Pre-Turnover Director, then a vacancy on the Board of Directors shall occur and the remaining members of the Board of Directors may fill such vacancy. The term of office for the Pre-Turnover Director shall end at the next annual Members meeting after the Pre-Turnover Director's election, or on the date the election after Declarant is no longer the Class B Member takes place, whichever occurs first.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all items specified in the HOA Act for transition of homeowners' association control.

- 4.18 Official Records. The Association shall maintain official records as applicable and as required pursuant to the HOA Act, as amended from time to time.
- 4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State, in accordance with the HOA Act, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.
- (a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.
 - (b) A Member who is denied access to the Official Records is entitled to the actual damages or minimum damages in the event of the Association's willful failure to comply with this subsection. The minimum damages for a willful failure to comply are to be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.
 - (c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of the HOA Act. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these

documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operating and maintaining the Common Areas and other property owned by the Association.
 - (b) Determining the expenses required for the operation of the Association.
 - (c) Collecting the Assessments for Common Expenses of the Association from all Owners.
 - (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.
 - (e) Adopting, amending, and enforcing rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to Section 12 hereof.
 - (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
 - (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
 - (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
 - (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.
 - (j) Settling or compromising claims of or against the Association in which all Members have a common interest.
 - (k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.
 - (l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

- (m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.
- (n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members and their guests and tenants.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned Property; provided, however, that the consent of the holders of at least two-thirds (2/3) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.
- (p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with and creating special taxing districts.
- (u) Adopt and appoint committees.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of assessments, including lien rights, (ii) collecting of debts owed to the Association or for breach of a contract between the Association and a third-party provider of goods or services, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by majority vote of the Members of the Association.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be directors and elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.17 hereof and by law.
7. Compensation. Neither Directors nor Officers shall receive compensation for their services as such, but may be compensated for out-of-pocket expenses incurred on behalf of the Association and approved by the Board of Directors.
8. Resignations. Any Director or Officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- 9.1 Budget.
- (a) Adoption by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Common Expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including but not limited to all fees and charges for exterior maintenance, landscaping, upkeep and insurance, common area utilities, any leases, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, by vote of a majority of the Members following the expiration of the Class B Membership, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The budgets for the Association shall not include reserves prior to expiration of the Class B Membership. Alternatively, if by majority vote of Owners reserves are approved to be funded, such will be funded in accordance with Section 720.303(d), Florida Statutes; however, neither Declarant or Builder shall be responsible to fund reserves for any Lots while they remain the record owner.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be made available to or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified subgroup of Members, where applicable. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

- 9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.
- 9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.
- 9.4 Fidelity Bonds. Insurance or fidelity bonding shall be required for all persons who control, disperse, handle or are responsible for Association funds in such amount to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract and

in accordance with the HOA Act. The records shall be open to inspection by Members or their authorized representatives at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and any balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes, and may consist of either financial statements presented in conformity with generally accepted accounting principles or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for Common Areas;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs
- (i) Reserves;
- (j) Any leases encumbering the Common Area (i.e. exterior lighting, security and surveillance equipment);
- (k) Meeting costs and costs associated with meetings (i.e. video conferencing equipment, rental of hall for meetings);
- (l) Administrative and salary expenses; and

(m) Beginning and ending cash balances of the Association.

- 9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration in and in accordance with the HOA Act, first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.
- 9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.
- 9.8 Declarant Exemption from Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.
10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Amendments. Except as otherwise provided in the Declaration, and subject to the approval of the Declarant until Turnover, these Bylaws may be amended in the following manner:
- 11.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.
- 11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- 11.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).

- 11.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
- 11.5 Alternatively, if all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
- 11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.
- 11.7 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
- 11.8 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.
- 11.9 Notwithstanding the foregoing, the Declarant shall have the right to unilaterally amend these Bylaws without the consent of any Owner or mortgagee for so long as Declarant appoints a majority of the Board of Directors.
12. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to reasonable rules and regulations concerning the use and operation of the Property, except that subsequent to the date control of the Board is turned over by the Declarant copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof, and the rules and amendments thereto shall be recorded in the public records, if required by the HOA Act as amended from time to time. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.
13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
14. Captions. The captions herein are inserted only as a matter of convenience and for

reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.


15. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
16. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, and members of a Committee, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.
17. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given notice and an opportunity for an appropriate hearing pursuant to the HOA Act and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$100.00 per violation nor \$1,000.00 in the aggregate for a continuing violation. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the

Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.


- 17.1 Suspension of Privileges for Failure to Pay Assessments. In a duly noticed board meeting, the Board of Directors may impose a suspension of Common Area use rights upon any Member, tenant or guest when an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association. The suspension shall be in effect until all monetary amounts owing to the Association have been paid in full. However, in no event shall a suspension of Common Area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

The foregoing was adopted as the Bylaws of TARA ESMERALDA HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the _____ day of _____, 2022.

TARA ESMERALDA HOMEOWNERS ASSOCIATION, INC.

Approved: 

 Sayed Moukhtara, President

Attest: 

 Silvia Moukhtara Nemer, Secretary

EXHIBIT "D"
PERMIT

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # **APPLICATION DATE**

NAME & DESCRIPTION OF PROJECT

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

Tax Parcel Numbers

Acreage

DEVELOPMENT DATA (check all that apply)

Single Family Multi Family Exempt (See exemptions on page 2)

Number of Units Number of Units

Level of Review Preliminary Final Revised Preliminary Revised Final

A determination that there is adequate school capacity for a specific project will satisfy requirements for review for school concurrency for the periods of time consistent with the Interlocal Agreement and specified in local government land development regulations; an agreement by the School Board with the developer and local government is required to extend the period for approvals for phased projects beyond the generally applicable time period

EXPLANATION OF STUDENT GENERATION CALCULATION

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

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

Based on the project location, please identify the corresponding School Concurrency Service Areas for each school type. Maps of the SCSAs may be viewed on the Alachua County Public Schools website.

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary **Middle** **High**

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	<input type="text" value="16"/>	units X 0.12 Elementary School Multiplier	<input type="text" value="2"/>	Student Stations
MIDDLE	<input type="text" value="16"/>	units X 0.06 Middle School Multiplier	<input type="text" value="1"/>	Student Stations
HIGH	<input type="text" value="16"/>	units X 0.09 High School Multiplier	<input type="text" value="1"/>	Student Stations

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	<input type="text"/>	units X 0.06 Elementary School Multiplier	<input type="text"/>	Student Stations
MIDDLE	<input type="text"/>	units X 0.03 Middle School Multiplier	<input type="text"/>	Student Stations
HIGH	<input type="text"/>	units X 0.03 High School Multiplier	<input type="text"/>	Student Stations

Source: School Board of Alachua County 2015 Student Generation Multiplier Analysis

EXEMPT DEVELOPMENTS (click all that apply)

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

AUTHORIZED AGENT

Name:

Mailing Address:

Phone:

Email:

PROPERTY OWNER

Name:

Mailing Address:

Phone:

Email:

CERTIFICATION

PROJECT NAME : Tara Esmerelda Ph2 **PROJECT #:** DR23-000040

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

Approved based upon the following findings (see 2021-2022 Capacity Tables)

Elementary SCSA Southwest Alachua Capacity Required 2

- Capacity Available Available Capacity 623
- Capacity Available in 3 yrs Available Capacity
- Capacity Available in Adjacent SCSA Available Capacity

Middle SCSA Fort Clarke Capacity Required

- Capacity Available Available Capacity
- Capacity Available in 3 yrs Available Capacity
- Capacity Available in Adjacent SCSA Available Capacity 851

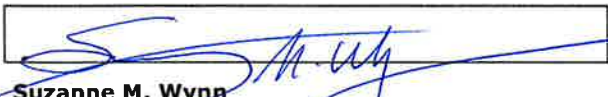
High SCSA Buchholz

- Capacity Available Available Capacity
- Capacity Available in 3 yrs Available Capacity
- Capacity Available in Adjacent SCSA Available Capacity 843

Denial for reasons stated

Approved by

School Board Staff Certification


Suzanne M. Wynn
Director of Community Planning
Alachua County Public Schools
352.955.7400 x 1445

Date: July 24, 2023

Alachua County Staff

A complete application for the development project was accepted on

Date: July 12, 2023

Signed: Leslie McLendon

Printed Name: Leslie McLendon