

## Commission Agenda Item

**MEETING DATE:** August 12, 2013

**SUBJECT:** A request for consideration of a final plat of a 38 lot subdivision known as "Baywood Phase 1C." The ±9.612 acre property subject to the proposed subdivision is located at the terminus of NW 144<sup>th</sup> Terrace and NW 142<sup>nd</sup> Drive, immediately north of "Baywood Phase 1B" as recorded in the Official Records of Alachua County, Plat Book 28, Pages 78 and 79, and northeast of Lowe's Home Improvement Center, and consists of a portion of Tax Parcel No. 03067-006-000. This is a quasi-judicial hearing.

**AGENDA SECTION:** Public Hearings and Ordinances

**DEPARTMENT:** Planning & Community Development

**PREPARED BY:** Justin Tabor, AICP, Principal Planner

**RECOMMENDED ACTION:**

1. Approve the Final Plat, subject to the following one (1) condition: The applicant must obtain all other applicable state and federal permits before commencement of the development;
2. Authorize the Mayor to sign the plat acknowledging the Commission's approval and authorize the City Attorney to sign the plat approving its legal form and sufficiency;
3. Accept a letter of credit from Alachua Development Co., LLC, dated August 12, 2013, as the maintenance bond for the public infrastructure improvements; and
4. Authorize the Mayor, City Manager, and City Attorney to execute the Subdivider Agreement.

upon making the following motion:

*Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and (1) approves the Final Plat, subject to the one (1) condition provided within the Staff Report; (2) authorizes the Mayor to sign the plat acknowledging the Commission's approval and authorizes the City Attorney to sign the plat approving its legal form and sufficiency; (3) accepts a letter of credit from Alachua Development Co., LLC, dated August 12, 2013, as the maintenance bond for the public infrastructure improvements; and (4) authorizes the Mayor, City Manager, and City Attorney to execute the Subdivider Agreement.*

### Summary

This application is a request by Aaron Hickman, PLS, of Causseaux, Hewett, & Walpole, Inc., agent for Alachua Development Co., LLC, applicant and property owner, to subdivide a ±9.612 acre tract of land into a total of 38 lots. The proposed subdivision consists of Phase 1C of the Baywood Subdivision.

The preliminary plat for the Baywood Subdivision was approved by the City Commission on December 19, 2005, and consisted of a total of 228 lots. The development was approved under the former Land Development Regulations (LDRs), which stated that a preliminary plat is valid for a period of 24 months. Due to the economic downturn, the preliminary plat has received a number of permit extensions which have been authorized by the City Commission or by general permit extensions granted by the State Legislature to developments throughout the State of Florida. The most recent extension was approved on July 17, 2012, pursuant to Chapter 2012-205, Laws of Florida, which authorized the permit holder of a local government-issued development order to request a two-year extension of the development order with an expiration date from January 1, 2012 through January 1, 2014. This extended the preliminary plat's expiration date to July 30, 2014.

The phasing schedule for the Baywood subdivision, which is part of the approved preliminary plat, has been amended twice since the original approval. The original phasing schedule, approved December 19, 2005, defined two (2) phases: Phase I (171 lots) and Phase II (57 lots.) On April 2, 2007, the City Commission granted a phasing schedule deviation which reconfigured the phasing schedule as follows: Phase 1A (34 lots); Phase 1B (137 lots); and Phase 2 (57 lots.) The current phasing schedule was approved by the City Commission on December 7, 2009, which revised the total number of lots from 228 to 227 and reconfigured the phasing schedule for the remaining phases to consist of: Phase 1B (34 lots); Phase 1C (31 lots); Phase 2A (22 lots); Phase 2B (23 lots); Phase 2C (27 lots); Phase 3A (22 lots); and Phase 3B (34 lots.)

Concurrent with the Final Plat for Phase 1C, the property owner has requested an additional phasing schedule deviation to reconfigure the phasing schedule for the remaining phases as follows (the proposed deviations are in bold and italicized): ***Phase 1C (38 lots)***; Phase 2A (22 lots); ***Phase 2B (16 lots)***; Phase 2C (27 lots); Phase 3A (22 lots); and Phase 3B (34 lots.) The applicant states that the request for a phasing schedule deviation will maximize the use of existing infrastructure, since the seven (7) lots subject to the deviation are located along roads which provide access to lots within Phase 1B (reference Map 1. of the attached Staff Report to the City Commission, dated August 12, 2013.)

The subject property is located immediately to the north of "Baywood Phase 1B" as recorded in the Official Records of Alachua County, Plat Book 28, Pages 78 and 79. Access to the proposed subdivision will be provided by connection to and the extension of NW 144<sup>th</sup> Terrace and NW 142<sup>nd</sup> Drive, which are existing public roads within Baywood Phase 1B.

Development within the proposed subdivision will connect to potable water and wastewater facilities. Stormwater for the proposed development will be conveyed via an existing stormwater management facility located to the east of Phase 1C. This stormwater management facility is part of the Baywood subdivision and was designed to accommodate future development, including Baywood Phase 1C. An analysis of the proposed development's impact on public facilities is provided within the Staff Report to the City Commission, dated August 12, 2013.

The applicant will provide a surety device for public infrastructure improvements in the form of a letter of credit in accordance with Section 7.4 of the City's LDRs. An unsigned copy of the letter of credit (attached) has been provided in advance of the City Commission Meeting. The original, executed letter of credit will be provided prior to the Commission's action on this item.

Section 2.4.10(G)(5) of the City's LDRs establishes the requirements for a final plat. An analysis of the application's compliance with the applicable standards of this section has been provided within the Staff Report to the City Commission, dated August 12, 2013.

#### **ATTACHMENTS:**

1. Staff Report to the City Commission, dated August 12, 2013
2. Copy of Proposed Plat: Baywood Phase 1C
3. Boundary Survey of Land Subject to Proposed Plat, dated April 1, 2013
3. Subdivider Agreement for Baywood Phase 1C between the City of Alachua & Alachua Development Co., LLC
5. Letter of Credit from Alachua Development Co., LLC, dated August 12, 2013 (unsigned)
6. Staff Review/Application Materials
7. Application Package submitted by Applicant
8. August 12, 2013 City Commission Public Notice Affidavits

**REVIEWED BY CITY MANAGER:**

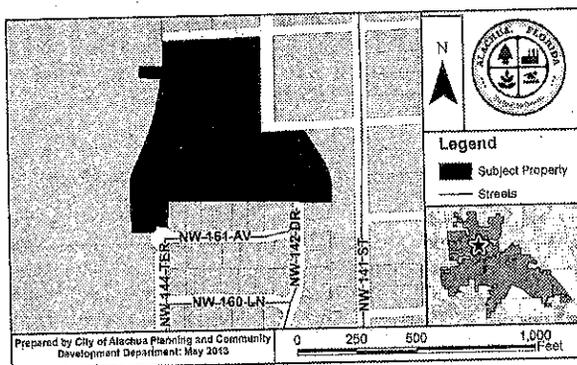




# City of ALACHUA

## NOTICE OF PUBLIC HEARING BEFORE THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on August 12, 2013 at 6:30 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Aaron Hickman, PLS, of Causseaux, Hewett, & Walpole, Inc., agent, for Alachua Development Co., LLC, applicant and property owner, for consideration of a final plat of a 38 lot subdivision subject to the proposed subdivision is located at the terminus of NW 144th Terrace and NW 142nd Drive, immediately north of "Baywood Phase 1B" as recorded in the Official Records of Alachua County, Plat Book 28, Pages 78 and 79, and northeast of Lowe's Home Improvement Center, and consists of a portion of Tax Parcel No. 03067-006-000. FLUM: Medium Density Residential; Zoning: Residential Single Family - 6.



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

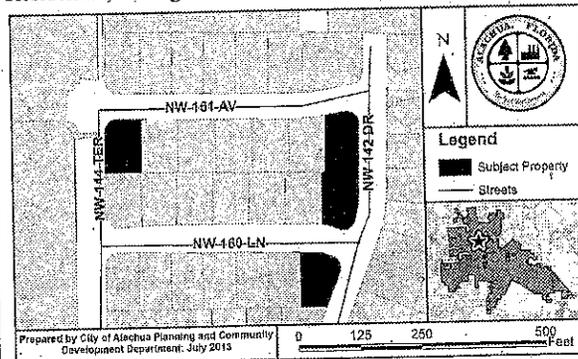
(Published: Alachua County Today - August 1, 2013)



# City of ALACHUA

## NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on August 13, 2013 at 6:30 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Aaron Hickman, PLS, of Causseaux, Hewett, & Walpole, Inc., agent, for Alachua Development Co., LLC, applicant and property owner, for consideration of a replat of Lots 40, 48, 55, and 61 of Baywood Phase 1 B, according to the plat thereof as recorded in Plat Book 28, Pages 78 - 79 of the Public Records of Alachua County, Florida. The four (4) ±0.18 acre parcels subject to the replat are located at 14275 NW 160th Lane, 14272 NW 160th Lane, 14385 NW 161st Avenue, and 14271 NW 161st Avenue, and consist of Tax Parcel Nos. 03067-061-040, 03067-061-048, 03067-061-055, and 03067-061-061. FLUM: Medium Density Residential; Zoning: Residential Single Family - 6.

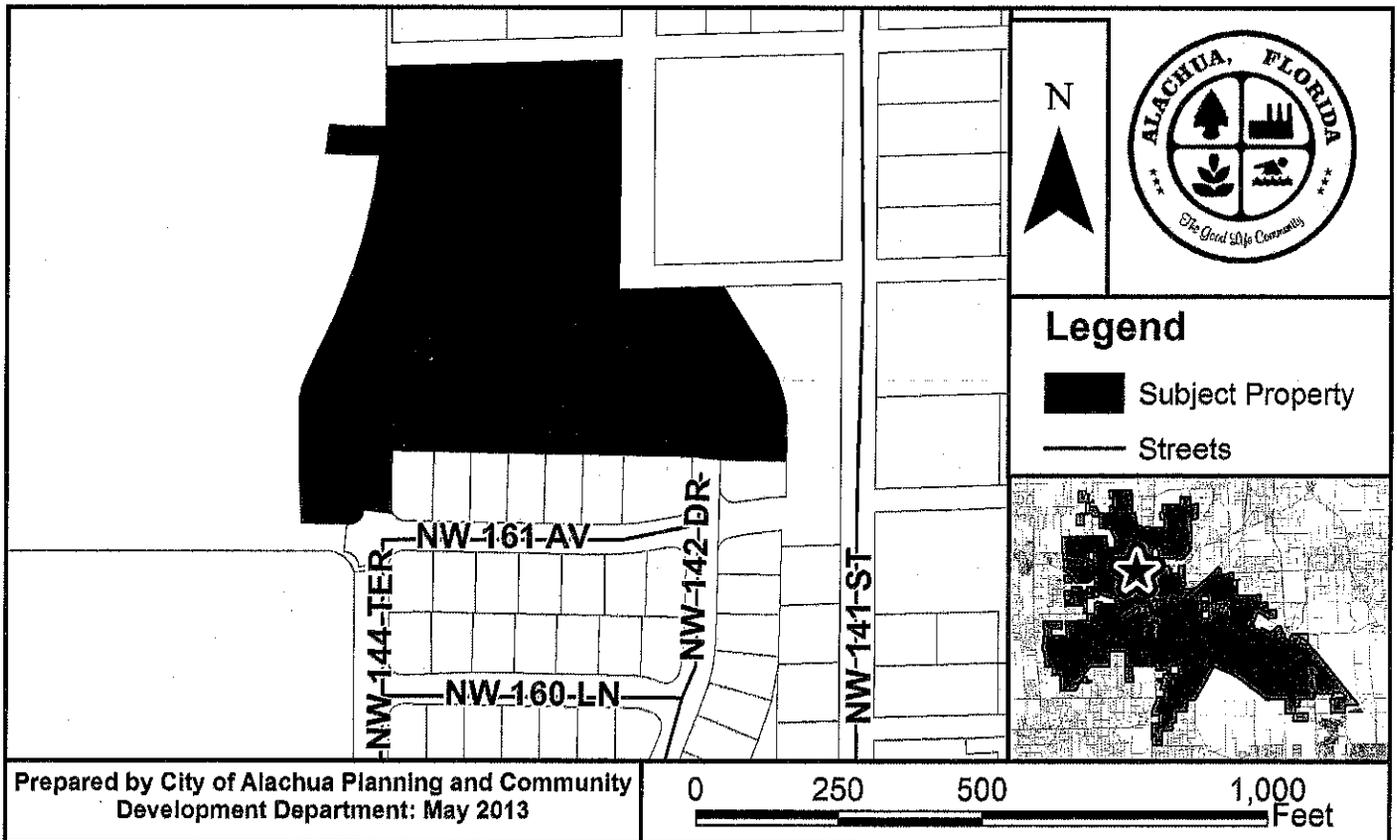


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(Published: Alachua County Today - August 1, 2013)

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MA 7/24/13

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Delray Beach, FL 33445

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PO Box 100  
Alachua, FL 32616

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Gainesville, FL 32606

Oakhill Plaza Associates LP  
1018 Thomasville Rd, Suite 200-A  
Tallahassee, FL 32303

Hwy 441 Partners LLC  
3760 NW 83<sup>rd</sup> St, Suite 1  
Gainesville, FL 32608

Alachua 441 Wash LLC  
6231 SW 31st Way  
Gainesville, FL 32608

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INC  
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ALACHUA, FL 32616-1087

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GAINESVILLE, FL 32601-4231

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Alachua, FL 32616

Betty Blake  
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Alachua, FL 32615

Lowes Home Centers Inc.  
1605 Curtis Bridge Rd. Mail Code LGS 6  
Wilkesboro, NC 28697

Mark A Murphy & Terry  
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Alachua, FL 32615

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Alachua, FL 32615

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Alachua, FL 32615

Bill Atwater  
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Alachua, FL 32615

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9210 NW 59th Street  
Alachua, FL 32653

Richard Gorman  
5716 NW 93rd Avenue  
Alachua, FL 32653

Peggy Arnold  
410 Turkey Creek  
Alachua, FL 32615

David Forest  
23 Turkey Creek  
Alachua, FL 32615

John Tingue  
333 Turkey Creek  
Alachua, FL 32615

President  
TCMOA  
1000 Turkey Creek  
Alachua, FL 32615

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Alachua, FL 32615

Maronda Homes Inc  
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Jacksonville, FL 32256

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Alachua, FL 32615

Tony M Nguyen & Tomoko S  
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Alachua, FL 32615

Majib Cobty & Marie N  
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Alachua, FL 32615

Corinna N French  
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Alachua, FL 32615

Aitor S Pryor & Rachel Elizabeth  
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Alachua, FL 32615

Derek Vierra & Sarah  
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Alachua, FL 32615

Christina M Cato  
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Alachua, FL 32615

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Winter Haven, FL 33884

Carlos A Gonzalez & Carmen M  
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Alachua, FL 32615

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Gainesville, FL 32606

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Starke, FL 32091

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Gainesville, FL 32601

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18125 NW 42<sup>nd</sup> Pl  
OPA Locka, FL 33055

Mary L Kirkland  
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North Miami, FL 33161

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Alachua, FL 32616

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Gainesville, FL 32653

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Newberry, FL 32669

Bobby Jones & Cynthia  
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Miami, FL 33157

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Alachua, FL 32615

Todd M Johnson & Mandy E  
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Alachua, FL 32615

Jeraldine Noble  
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Gainesville, FL 32641

Sterling Freeman  
4040 N Columbia Ave  
Tulsa, OK 74110

Frank Ross  
1460 16<sup>th</sup> St  
Sarasota, FL 34236

Guru Kuli Holding Company  
PO Box 571  
Alachua, FL 32616

Sri Jagannath Chaitanya Sangha Inc  
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Alachua, FL 32615

Shirley D Heirs Frazier  
16102 NW County Rd 241  
Alachua, FL 32615

Napoleon Jean & Eleanor  
PO Box 1933  
Alachua, FL 32616

Alachua County Housing Authority  
701 NE 1<sup>st</sup> St  
Gainesville, FL 32601

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FJ Wilkerson & Ethel  
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Katina A Lining  
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Alachua, FL 32616

Diane R Lewis  
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Alachua, FL 32616

D L Trustee Kane  
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Jacob & Legree  
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Alachua, FL 32615

Terri Ann Jacobs  
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Alachua, FL 32616

Rebecca Jacob  
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Alachua, FL 32615

Louise Thomas  
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Alachua, FL 32616

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Evelyn Daniels  
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Alachua, FL 32616

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Alachua, FL 32616

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Gainesville, FL 32653

Lula M Wise  
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St. Augustine, FL 32084

Lula Mae Garrison  
PO Box 901  
Alachua, FL 32616

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Branford, FL 32008

Calhoun & Calhoun & Calhoun Life  
Estate  
PO Box 545  
Alachua, FL 32616

David L SESCO  
PO Box 372  
Lacrosse, FL 32658

Evelyn Welcome  
PO Box 384  
Alachua, FL 32615

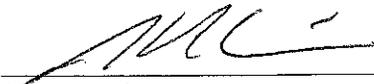
City of Alachua  
PO Box 9  
Alachua, FL 32616

**AFFIDAVIT FOR POSTED LAND USE SIGN**

I Aaron Hickman, POSTED THE LAND USE  
(name)  
SIGN ON 7/24/2013 FOR THE BAYWOOD PHASE 1C FINAL PLAT  
(date) (state type of action and project name)  
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

  
(signature)

2 (TWO)  
(number of signs)



# City of Alachua

## Planning & Community Development Department

### Staff Report

#### City Commission Hearing Date: Quasi-Judicial Hearing

August 12, 2013

**SUBJECT:** A request for consideration of the final plat of Baywood Phase 1C, which proposes to subdivide the property into a total of 38 lots

**APPLICANT/  
PROPERTY OWNER:** Alachua Development Co., LLC

**AGENT:** Aaron Hickman, PLS, Causseaux, Hewett, & Walpole. Inc.

**PARCEL ID NUMBER:** A portion of 03067-006-000

**FLUM  
DESIGNATION:** Medium Density Residential

**ZONING:** Residential Single Family – 6 (RSF-6)

**OVERLAY:** N/A

**ACREAGE:** ±9.612 acres

**PROJECT PLANNER:** Justin Tabor, AICP

**RECOMMENDATION:**

1. Approve the Final Plat, subject to the following one (1) condition: (1) The applicant must obtain all other applicable state and federal permits before commencement of the development;
2. Authorize the Mayor to sign the plat acknowledging the Commission's approval and authorize the City Attorney to sign the plat approving its legal form and sufficiency;
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**RECOMMENDED  
MOTION:**

*Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and (1) approves the Final Plat, subject to the one (1) condition provided within the Staff Report; (2) authorizes the Mayor to sign the plat acknowledging the Commission's approval and authorizes the City Attorney to sign the plat approving its legal form and sufficiency; (3) accepts a letter of credit from Alachua Development Co., LLC, dated August 12, 2013, as the maintenance bond for the public infrastructure improvements; and (4) authorizes the Mayor, City Manager, and City Attorney to execute the Subdivider Agreement.*

## SUMMARY & BACKGROUND

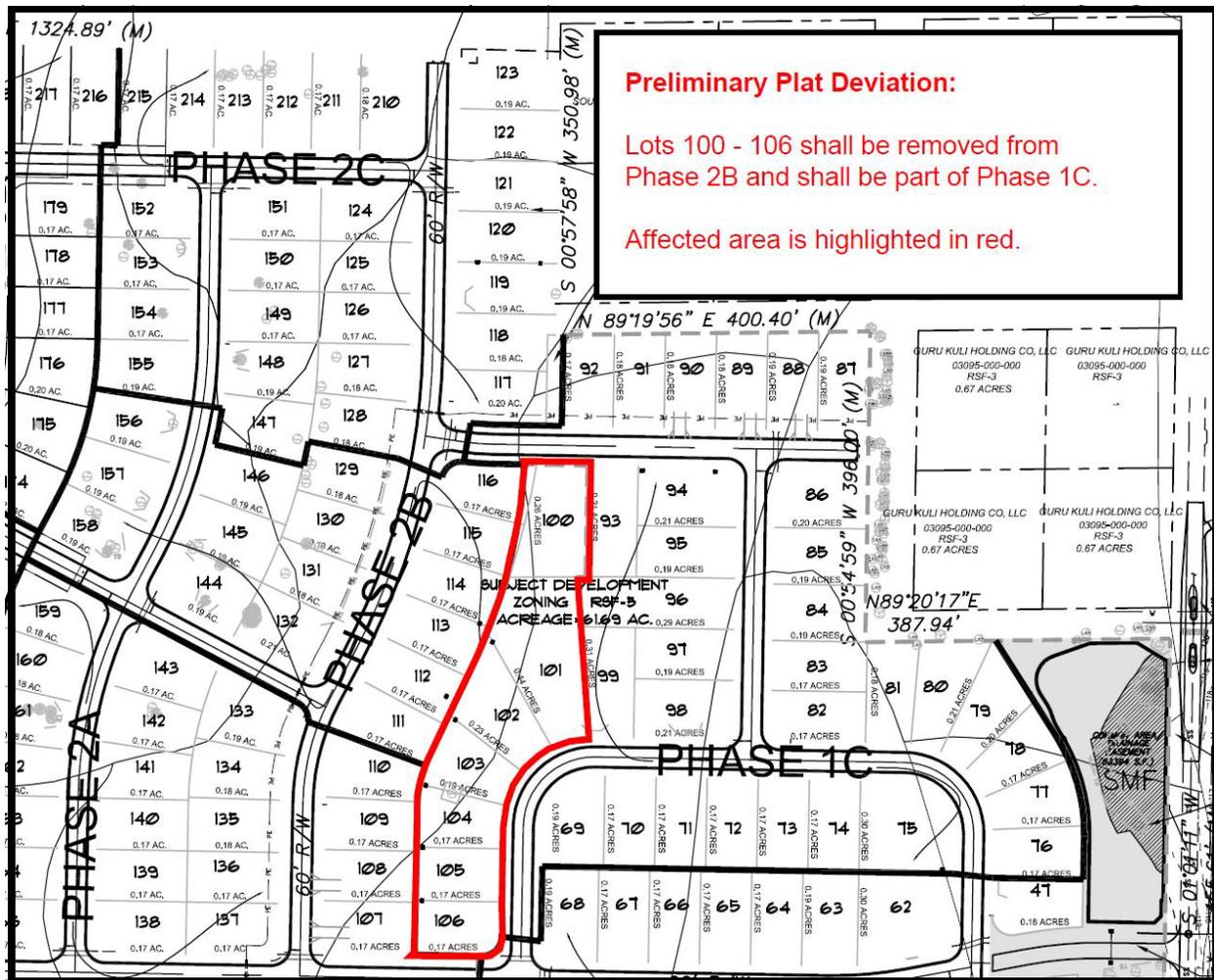
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## Map 1. Proposed Deviation to Preliminary Plat



The subject property is located immediately to the north of “Baywood Phase 1B” as recorded in the Official Records of Alachua County, Plat Book 28, Pages 78 and 79. Access to the proposed subdivision will be provided by connection to and the extension of NW 144<sup>th</sup> Terrace and NW 142<sup>nd</sup> Drive, which are existing public roads within Baywood Phase 1B.

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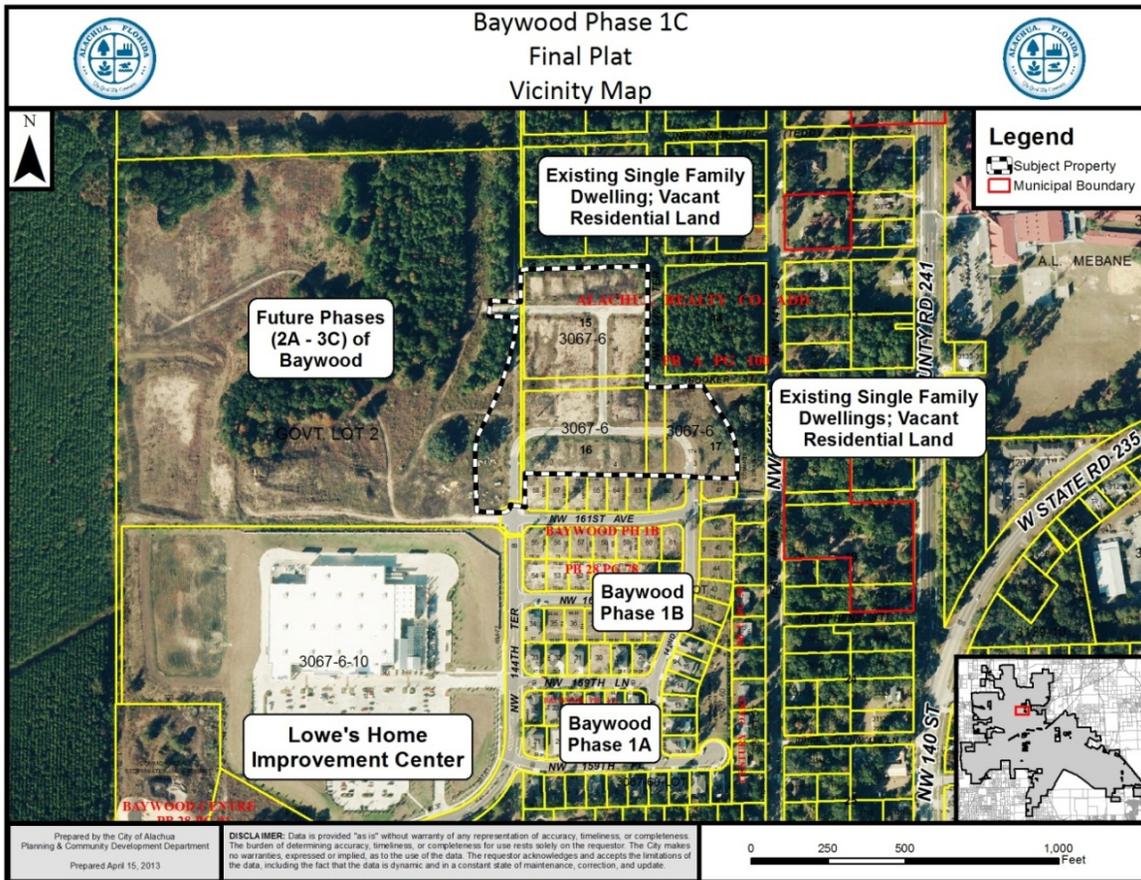
# SURROUNDING USES

The existing uses, Future Land Use Map (FLUM) Designations, and zoning districts of the surrounding area are identified in Table 1. Map 2 provides an overview of the vicinity of the subject property.

**Table 1. Surrounding Land Uses**

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single Family Residential; Vacant Residential Land	Moderate Density Residential	Residential Single Family - 3 (RSF-6)
South	Single Family Residential (Baywood Phase 1B); Lowe's Home Improvement Center	Medium Density Residential; Commercial	Residential Single Family - 6 (RSF-6); Commercial Intensive (CI)
East	Single Family Residential; Vacant Residential Land	Moderate Density Residential	Residential Single Family - 3 (RSF-3)
West	Vacant Residential Land (Future Phases of Baywood)	Medium Density Residential	Residential Single Family - 6 (RSF-6)

**Map 2. Vicinity Map**



## CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Goals, Objectives, and Policies (GOPs) identified below are provided to establish a basis of the application's consistency with the Comprehensive Plan. There may be additional GOPs which the application is consistent with that are not identified within this report. An evaluation and findings of consistency with the identified GOPs is also provided below.

### **Future Land Use Element**

#### **GOAL 1:** Future Land Use Map 2025:

The City of Alachua shall maintain a Future Land Use Map in order to effectively guide development in a sustainable manner and to ensure economic prosperity and stability while maintaining a high quality of life for all of its present and future citizens.

#### **Objective 1.2:** Residential

The City of Alachua shall establish three Residential land use categories to ensure an orderly urban growth pattern that makes the best use of available lands for residential development.

**Policy 1.2.b:** Medium density residential (4 to 8 dwelling units per acre): The medium density residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the medium density land use category:

1. Single family, conventional dwelling units and single family, attached dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria;
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Apartments and townhomes;
7. Live/work units;
8. Residential Planned Unit Developments;
9. Traditional Mixed-use Neighborhood Planned Developments;
10. Supporting community services, such as schools, houses of worship, parks, and community centers

***Evaluation and Findings of Consistency with Goal 1, Objective 1.2, and Policy 1.2.a:*** The subject property has a Medium Density Residential FLUM Designation, which permits a maximum density of eight (8) dwelling units per acre. The zoning of the subject property is Residential Single Family – 6 (RSF-6), which permits a maximum density of six (6) dwelling units per acre. The proposed subdivision is consistent with the Medium Density Residential FLUM Designation and RSF-6 zoning district.

**Objective 2.5:** Open Space Standards:

The City shall utilize open space requirements to preserve the rural character of Alachua, protect natural resources, and provide spaces for people to recreate and gather.

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

***Evaluation and Findings of Consistency with Objective 2.5 and Policy 2.5.a:*** The Baywood subdivision has identified open space areas on the preliminary plat and exceeds the minimum 10% open space requirement

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

***Evaluation and Findings of Consistency with Objective 5.1:*** An environmental conditions and site suitability analysis has been provided in this report, and indicates that the development will not adversely affect the environment.

**Objective 5.2:** Availability of facilities and services:

The City shall utilize a concurrency management system to ensure that the adopted level of service standards are maintained.

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

***Evaluation and Findings of Consistency with Objective 5.2 and Policy 5.2.a:*** An analysis of the development's impact to public facilities has been provided within this report. This analysis demonstrates that the development will not adversely affect the level of service standards of any monitored public facilities.

**Transportation Element**

**Objective 1.1:** Level of Service

The City shall establish a safe, convenient and efficient level of service standard for all motorized and non-motorized transportation systems.

***Evaluation and Findings of Consistency with Objective 1.1:*** An analysis of the development's impacts to transportation facilities has been provided within this

report. The development will not adversely affect the level of service for transportation facilities.

## **Housing Element**

### **Objective 1.1: Provision of Safe, Affordable, Quality Housing**

The City shall facilitate the provision of safe, sanitary, healthy and affordable, quality housing, to accommodate all present and future residents at all income and age levels, including those with special needs, through a variety of housing types, preferably within mixed-income neighborhoods.

***Evaluation and Findings of Consistency with Objective 1.1:*** The proposed subdivision will allow for the accommodation of a variety of housing types.

## **Community Facilities & Natural Groundwater Aquifer Recharge Element**

**Policy 1.1.d:** The City hereby establishes the following level of service standards for sanitary sewer facilities:

### Levels of Service

- b. Quantity: System-wide wastewater collection and treatment will be sufficient to provide a minimum of 250 gallons per day per equivalent residential unit (ERU) on an average annual basis. Plant expansion shall be planned in accordance with F.A.C. 62-600.405, or subsequent provision. This level of service standard shall be re-evaluated one year from the adoption date for the amended Plan.

***Evaluation and Findings of Consistency with Policy 1.1.d:*** An analysis of the development's impacts to sanitary sewer facilities has been provided within this report. The development will not adversely affect the level of service for sanitary sewer facilities.

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

<u>FACILITY TYPE</u>	<u>LEVEL OF SERVICE STANDARD</u>
Solid Waste Landfill	.73 tons per capita per year

***Evaluation and Findings of Consistency with Objective 2.1.a:*** An analysis of the development's impacts to solid waste facilities has been provided within this report. The development will not adversely affect the level of service for solid waste facilities.

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

2. Quantity: System-wide potable water distribution and treatment will be sufficient to provide a minimum of 275 gallons per day per equivalent residential unit (ERU) on an average annual basis. Plant expansion shall be planned in accordance with Florida Administrative Code.

***Evaluation and Findings of Consistency with Objective 4.1.c:*** An analysis of the development's impacts to potable water facilities has been provided within this report. The development will not adversely affect the level of service for potable water facilities.

**Policy 4.2.c:** The City shall extend water service in a pattern consistent with the policies of the comprehensive plan, especially the Future Land Use Map and the Future Land Use Element, adhering to a compact urban growth area, promoting infill development and discouraging urban sprawl, as defined in Florida Administrative Code.

***Evaluation and Findings of Consistency with Policy 4.2.c:*** The development is located adjacent to existing urban development and therefore promotes infill and discourages urban sprawl.

## **Conservation & Open Space Element**

**Policy 1.2.a:**

The City shall ensure that land use designations, development practices and regulations protect native communities and ecosystems, and environmentally sensitive lands.

**Policy 1.3.e:**

The City's land use designations shall provide for the protection of threatened and endangered species.

***Evaluation and Findings of Consistency with Policy 1.2.a and 1.3.e:*** The subject property does not contain any environmentally sensitive lands, and is not located adjacent to large tracts of land or land designated for conservation. The development therefore will encourage development practices which provide for the protection of native communities and ecosystems.

## **Recreation Element**

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

***Evaluation and Findings of Consistency with Policy 1.2.b:*** An analysis of the development's impacts to recreation facilities has been provided within

this report. The development will not adversely affect the level of service for recreation facilities.

## **Public School Facilities Element**

### **Objective 2.2: Level of Service Standards**

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

***Evaluation and Findings of Consistency with Objective 2.2:*** On April 22, 2013, the School Board of Alachua County (SBAC) provided a determination of adequacy of public schools to accommodate the public school students generated by the proposed development. The determination concluded that capacity is available within the City's Elementary, Middle, and High School Concurrency Service Areas (SCSAs) to serve the development.

## **ENVIRONMENTAL CONDITIONS & SITE SUITABILITY ANALYSIS**

### **Wetlands**

According to best available data, there are no wetlands located on the subject property. If any wetlands are identified on the subject property at a later time, these areas will be subject to the applicable protection standards of the City of Alachua Comprehensive Plan and the City's Land Development Regulations (LDRs.)

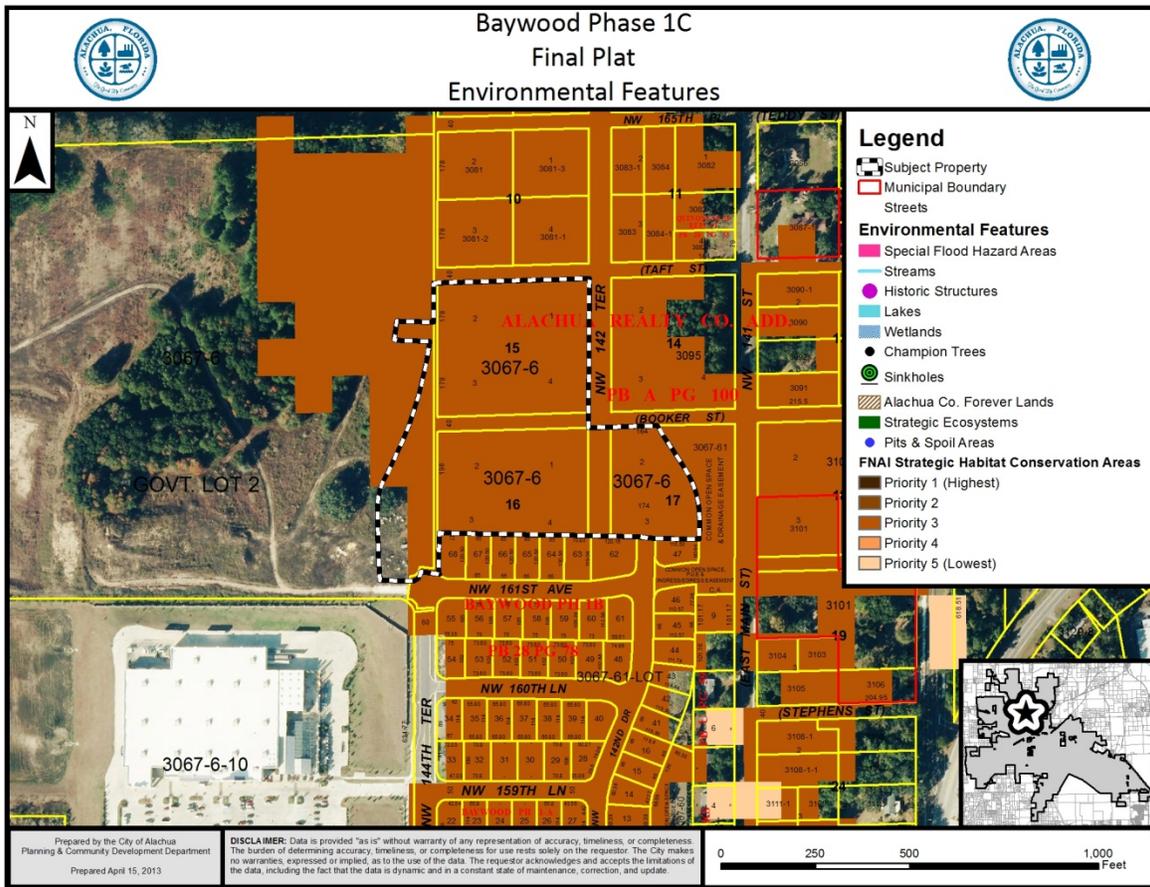
**Evaluation:** No wetlands have been identified on subject property therefore, there are no issues related to wetland protection.

### **Strategic Ecosystems**

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1987. The purpose of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County. The subject property is not located within or adjacent to a Strategic Ecosystem.

**Evaluation:** The subject property is not located within or adjacent to a Strategic Ecosystem, therefore, the development will not adversely impact any Strategic Ecosystem(s) identified within the ecological inventory report.

### Map 3. Environmental Features



### Regulated Plant & Animal Species

The subject property is not known to contain any species identified as endangered, threatened, or of special concern. The Florida Natural Areas Inventory (FNAI) has identified areas throughout the State of Florida which may contain good quality natural communities. This data layer is known as the Potential Natural Areas (PNA) data layer, and identifies privately owned lands that are not managed or listed for conservation purposes. These areas were delineated by FNAI scientific staff through interpretation of natural vegetation from 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region. Potential Natural Areas were assigned ranks of Priority 1 through Priority 5 based on size, perceived quality, and type of natural community present. The areas included in Priority 5 are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria.

**Evaluation:** No species identified as endangered, threatened, or of special concern are known to exist on the subject property. The subject property contains lands identified as “Priority 3” in the PNA data layer. While this indicates that the property may feature habitat which could support species identified as endangered, threatened, or of special

concern, this data is not intended for use in a regulatory decision making process. In addition, the property has been graded and prepared for development subsequent to the creation of this data layer. If a regulated plant or animal species is identified during development, the applicant must adhere to the applicable standards in the City of Alachua Comprehensive Plan and the Land Development Regulations.

## **Soil Survey**

Each soil type found on the subject property is identified below. The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Alachua County, Florida, dated August 1985. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered, but are separate factors in predicting runoff.) There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have very lower infiltration rates and therefore a higher runoff potential.

There are five (5) soil types found on the subject property:

*Fort Meade Fine Sand (0% – 5% slopes)*

Hydrologic Soil Group: A

This soil type is well drained and permeability is surface runoff is slow. This soil type poses only slight limitations as sites for homes and local roads.

*Lochloosa Fine Sand (2% – 5% slopes)*

Hydrologic Soil Group: C

This soil type is somewhat poorly drained. Permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes, local roads, and small commercial buildings.

*Lochloosa Fine Sand (5% – 8% slopes)*

Hydrologic Soil Group: C

This soil type is somewhat poorly drained. Permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes, local roads, and small commercial buildings.

*Millhopper Fine Sand (0% – 5% slopes)*

Hydrologic Soil Group: A

This soil type is moderately well drained and permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes, local roads, and small commercial buildings.

*Millhopper Sand (5% – 8% slopes)*

Hydrologic Soil Group: A

This soil type is moderately well drained and permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes, local roads, and small commercial buildings.

**Evaluation:** The soil types present on the subject property do not pose any significant limitations for development, therefore, there are no issues related to soil suitability.

### **Flood Potential**

Panels 0120D and 0140D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006, indicate that the subject property is in Flood Zones X (areas determined to be outside of the 500-year floodplain.)

**Evaluation:** The subject property is located in Flood Zone X (areas determined to be outside of the 500-year floodplain), therefore there are no issues related to flood potential.

### **Karst-Sensitive Features**

Karst sensitive areas include geologic features, such as fissures, sinkholes, underground streams, and caverns, and are generally the result of irregular limestone formations. The subject property is located within an area where sinkholes may potentially allow hydrologic access to the Floridan Aquifer System, however, best available data indicates that no sinkholes are located on the subject property.

**Evaluation:** There are no geologic features located on the subject property which indicate an increased potential for karst sensitivity.

### **Wellfield Protection Zone**

Policy 7.2.1 of the Future Land Use Element of the Comprehensive Plan establishes a 500 foot radius area around each city-owned potable water well.

**Evaluation:** The subject property is not located within a City of Alachua wellhead protection zone as identified on the City of Alachua Wellfield Primary Protection Zones Map of the Comprehensive Plan, therefore, there are no issues related to wellfield protection.

### **Historic Structures and Markers**

The subject property does not contain any historic structures or markers as determined by the State of Florida and the Alachua County Historic Resources Inventory. Additionally, the subject property is not located within the City's Historic Overlay District, as established by Section 3.7 of the City's Land Development Regulations.

**Evaluation:** There are no issues related to historic markers or structures.

## COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

Section 2.4.10(G)(5)(d) of the City's Land Development Regulations (LDRs) establishes the standards with which all major subdivisions must be found to be compliant. The application has been reviewed for compliance with the standards of Section 2.4.10(G)(5)(d). An evaluation and findings of the application's compliance with the applicable standards of Section 2.4.10(G)(5)(d) is provided below.

*Final plat standards.* The final plat for subdivision shall:

- (i) Comply with the standards contained in Article 7, Subdivision Standards;

**Evaluation & Findings:** The application has been reviewed for and is found to be in compliance with the applicable standards of Article 7, Subdivision Standards.

- (ii) Be in substantial conformance with the preliminary plat, and the construction plans;

**Evaluation & Findings:** The application has been reviewed for conformance with the approved preliminary plat and construction plans. Concurrent with the Final Plat for Phase 1C, the property owner has requested a phasing schedule deviation to reconfigure the phasing schedule for the remaining phases as follows (the proposed deviations are in bold and italicized): ***Phase 1C (38 lots)***; Phase 2A (22 lots); ***Phase 2B (16 lots)***; Phase 2C (27 lots); Phase 3A (22 lots); and Phase 3B (34 lots.). The applicant states that the request for a phasing schedule deviation will maximize the use of existing infrastructure, since the seven (7) lots subject to the deviation are located along roads which provide access to lots within Phase 1B. Should the City Commission approve the proposed phasing schedule deviation, the final plat shall be in substantial conformance with the preliminary plat. The final plat is found to be in conformance with the approved construction plans.

- (iii) Be consistent with all other relevant provisions of these LDRs;

**Evaluation & Findings:** The application has been reviewed for and is found to be in compliance with the applicable provisions of the LDRs, including but not limited to: Article 3, Zone Districts; Article 4, Use Regulations; Article 5, Density, Intensity, and Dimensional Standards; Article 6, Development Standards; and Article 7, Subdivision Standards.

- (iv) Be consistent with all other relevant City ordinances and regulations;

**Evaluation & Findings:** An evaluation of the application's consistency with the City's Comprehensive Plan has been provided within this report. The application is consistent with all other relevant City ordinances and regulations.

- (v) Address the provision of required public improvements in the following ways:
  - a. Submittal of a subdivider agreement in accordance with Subsection 2.4.10(G)(4) of this section, Subdivider agreement;
  - b. Provide the City with surety device in accordance with Section 7.4, Improvement guarantees for public improvements;

**Evaluation & Findings:** A subdivider agreement has been prepared in accordance with Subsection 2.4.10(G)(4). The applicant will provide a surety device in the form of a letter of credit in accordance with Section 7.4, Improvement guarantees for public improvements. The amount of the surety device will be based upon an estimate of the value of public improvements as prepared by the design engineer.

- (vi) Include the following certificates, which shall be signed by the subdivider and the LDR Administrator:
  - a. Certificate of subdivider's surveyor;
  - b. Certificate of City's review surveyor;
  - c. Certificate of approval by County Health Department;
  - d. Certificate of approval by the Attorney for the City;
  - e. Certificate of approval by the City Commission; and
  - f. Certificate of filing with the Alachua County Clerk of Court.

**Evaluation & Findings:** The face of the plat provides all certificates as listed in Subsection 2.4.10(G)(5)(d)(vi).

## PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the new impacts generated by the development. Proposed impacts are based upon the maximum development potential. ***The impacts generated by the development are acceptable and will not degrade the Level of Service (LOS) of any public facility to an unacceptable level.*** Pursuant to Section 2.4.14(D)(2) of the City's Land Development Regulations (LDRs), a final plat is a final development order. If the subdivision is approved, concurrency will be reserved for its impacts to public facilities.

### Traffic Impact

**Table 2. Affected Comprehensive Plan Roadway Segments<sup>1</sup>**

Segment Number <sup>2, 3</sup>	Segment Description	Lanes	Functional Classification	Area Type	Level of Service (LOS)
3/4 (16)	US 441 (NW 126 <sup>th</sup> Ave to SR 235)	4/D	Principle Arterial	Urban Trans	D
5 (13, 14, 15)	US 441 (SR 235 to NCL of Alachua)	4/D	Principle Arterial	Urban Trans	D
8 (136)	SR 235 (CR 2054 to US 441)	2/U	Major Collector	Comm	D
9 (137)	SR 235 (US 441 to NCL of Alachua)	2/U	Major Collector	Comm	D

<sup>1</sup> Source: City of Alachua Comprehensive Plan, Traffic Circulation Element.

<sup>2</sup> For developments generating less than 1,000 trips, affected roadway segments are identified as all those wholly or partially located within ½ mile of the development's ingress/egress [Section 2.4.14(H)(2) of the LDRs].

<sup>3</sup> If applicable, FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.

**Table 3. Trip Generation<sup>1</sup>**

Land Use	AADT (Enter/Exit) <sup>2</sup>	AM Peak Hour (Enter/Exit) <sup>2</sup>	PM Peak Hour (Enter/Exit) <sup>2</sup>
Single-Family Detached Housing <sup>2</sup> (ITE Code 210)	364 (182/182)	29 (7/22)	38 (24/14)

1. Source: ITE Trip Generation, 8<sup>th</sup> Edition.  
 2. Formulas: AADT – 9.57 trips per dwelling unit x 38 dwelling units (50% entering/50% exiting); AM Peak Hour – 0.75 trips per dwelling unit x 38 dwelling units (25% entering/75% exiting); PM Peak Hour – 1.01 trips per dwelling unit x 38 dwelling units (63% entering/37% exiting).

**Table 4. Projected Impact on Affected Comprehensive Plan Roadway Segments**

Traffic System Category	US 441 Segment 3/4 (16) <sup>1</sup>	US 441 Segment 5 (13, 14, 15) <sup>1</sup>	SR 235 Segment 8 (136) <sup>1</sup>	SR 235 Segment 9 (137) <sup>1</sup>
Average Annual Daily Trips				
Maximum Service Volume <sup>2</sup>	33,800	30,000	15,200	15,200
Existing Traffic <sup>3</sup>	17,195	20,860	8,897	6,299
Reserved Trips <sup>4</sup>	626	1,886	7	23
Available Capacity <sup>4</sup>	15,979	7,254	6,296	8,878
Increase/Decrease in Daily Trips Generated by Development <sup>5</sup>	273	364	36	36
<b>Residual Capacity After Development's Impacts<sup>6</sup></b>	<b>15,706</b>	<b>6,890</b>	<b>6,260</b>	<b>8,842</b>
Traffic System Category	US 441 Segment 3/4 (16) <sup>1</sup>	US 441 Segment 5 (13, 14, 15) <sup>1</sup>	SR 235 Segment 8 (136) <sup>1</sup>	SR 235 Segment 9 (137) <sup>1</sup>
PM Peak Hour Trips				
Maximum Service Volume <sup>2</sup>	2,710	2,710	1,260	1,260
Existing Traffic <sup>3</sup>	1,668	2,086	863	611
Reserved Trips <sup>4</sup>	46	156	1	1
Available Capacity <sup>4</sup>	996	468	396	648
Increase/Decrease in PM Peak Hour Trips Generated by Development <sup>5</sup>	29	38	4	4
<b>Residual Capacity After Development's Impacts<sup>6</sup></b>	<b>967</b>	<b>430</b>	<b>392</b>	<b>644</b>

1 If applicable, FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.  
 2 Source: FDOT 2009 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Areas Transitioning to Urbanized Areas or Areas of 5,000 Not in Urbanized Areas.  
 3 Florida State Highway System Level of Service Report 2011, Florida Department of Transportation, District II, June 2012.  
 4 Source: City of Alachua June 2013 Development Monitoring Report.  
 5 Trip Distribution: Segment 3/4 – 75%; Segment 5 – 100%; Segment 8 – 10%; Segment 9 – 10%.  
 6 The application is for a Final Development Order. Facility capacity and concurrency will be reserved.

**Evaluation:** The impacts generated by the development will not adversely affect the Level of Service (LOS) of the roadway segments identified above; therefore, the demand generated by the development is acceptable.

## Potable Water Impacts

**Table 5. Potable Water Impacts**

<b>System Category</b>	<b>Gallons Per Day</b>
Current Permitted Capacity <sup>1</sup>	2,300,000
Less Actual Potable Water Flows <sup>1</sup>	1,162,000
Reserved Capacity <sup>2</sup>	25,704
Available Capacity	1,112,296
Projected Potable Water Demand from Application <sup>3</sup>	10,450
<b>Residual Capacity</b>	<b>1,101,846</b>
<b>Percentage of Permitted Design Capacity Utilized After Development's Impacts</b>	<b>52.09%</b>

Sources:  
 1 City of Alachua Public Services Department, April 2013.  
 2 City of Alachua June 2013 Development Monitoring Report.  
 3 Source: Policy 4.1.c, Community Facilities & Natural Groundwater Aquifer Recharge Element (Formula: 275 gallons per day per residential unit x 38 residential units.)

**Evaluation:** The impacts generated by the development will not adversely affect the Level of Service (LOS) for potable water facilities; therefore, the demand generated by the development is acceptable.

## Sanitary Sewer Impacts

**Table 6. Sanitary Sewer Impacts**

<b>System Category</b>	<b>Gallons Per Day</b>
Treatment Plant Current Permitted Capacity	1,230,000
Less Actual Treatment Plant Flows <sup>1</sup>	623,000
Reserved Capacity <sup>2</sup>	13,704
Available Capacity	593,296
Projected Sanitary Sewer Demand from Application <sup>3</sup>	9,500
<b>Residual Capacity</b>	<b>583,796</b>
<b>Percentage of Permitted Design Capacity Utilized After Development's Impacts</b>	<b>52.54%</b>

Sources:  
 1 City of Alachua Public Services Department, April 2013.  
 2 City of Alachua June 2013 Development Monitoring Report.  
 3 Source: Policy 1.1.d, Community Facilities & Natural Groundwater Aquifer Recharge Element (Formula: 250 gallons per day per residential unit x 38 residential units.)

**Evaluation:** The impacts generated by the development will not adversely affect the Level of Service (LOS) for sanitary sewer facilities; therefore, the demand generated by the development is acceptable.

## Solid Waste Impacts

**Table 7. Solid Waste Impacts**

System Category	Pounds Per Day	Tons Per Year
Existing Demand <sup>1</sup>	36,536	6,667.82
Reserved Capacity <sup>2</sup>	1,511.19	275.79
Demand Generated by Proposed Development <sup>3</sup>	357.20	65.19
<b>New River Solid Waste Facility Capacity<sup>4</sup></b>	<b>50 years</b>	
Sources:		
1 Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida, April 1, 2012; Policy 2.1.a, CFNGAR Element (Formula: 9,134 persons x 0.73 tons per person per year).		
2 City of Alachua June 2013 Development Monitoring Report.		
3 Source: City of Alachua Comprehensive Plan; (Formula: [2.35 persons per dwelling unit x 38 dwelling units x 0.73 tons per person per year]).		
4 New River Solid Waste Facility, April 2013.		

**Evaluation:** The impacts generated by the development will not adversely affect the Level of Service (LOS) of solid waste facilities; therefore, the demand generated by the development is acceptable.

## Recreation Facilities

**Table 8a. Recreational Impacts**

System Category	Acreage
Existing City of Alachua Recreation Acreage <sup>1</sup>	88.60
Acreage Required to Serve Existing Population <sup>2</sup>	45.67
Reserved Capacity <sup>1</sup>	0.05
Available Capacity	42.88
Projected Recreational Demand from Application <sup>3</sup>	0.45
<b>Residual Recreational Capacity After Development's Impacts</b>	<b>42.44</b>
Sources:	
1 City of Alachua June 2013 Development Monitoring Report.	
2 Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida, April 1, 2012; Policy 1.2.b, Recreation Element (Formula: 9,134 persons / [5 acres/1,000 persons.]	
3 Policy 1.2.b, Recreation Element (Formula: 2.35 persons per dwelling x 38 dwellings / [5 acres/1,000 persons.]	

**Table 8b. Improved Passive Park Space Analysis**

	Acreage
Minimum Improved Passive Park Space Required to Serve Existing Population, Reserved Capacity, & Demand from Application <sup>1</sup>	9.23
Existing Improved Passive Park Space <sup>1</sup>	27.73
<b>Improved Passive Park Space Utilized after Development's Impacts<sup>2</sup></b>	<b>33.29%</b>
1 Source: City of Alachua June 2013 Development Monitoring Report	
2 Formula: [Minimum Improved Passive Park Space Required to Serve Existing Population(45.67 acres x 20%), Reserved Capacity(0.05 acres x 20%), & Demand from Application (0.44 acres x 20%)] = 9.23 acres / Existing Improved Passive Park Space (27.73 acres.)	

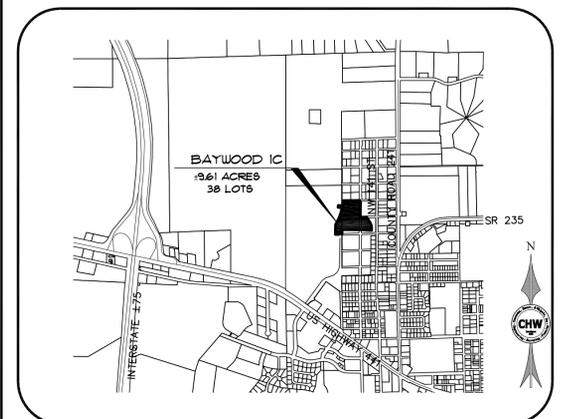
**Evaluation:** The impacts generated by the development will not adversely affect the Level of Service (LOS) of recreation facilities; therefore, the demand generated by the development is acceptable.

## **Public School Facilities**

**Evaluation:** On April 22, 2013, the School Board of Alachua County (SBAC) provided a determination of adequacy of public schools to accommodate the public school students generated by the proposed development. The determination concluded that capacity is available within the City's Elementary, Middle, and High School Concurrency Service Areas (SCSAs) to serve the development.

# BAYWOOD – PHASE IC

BEING A REPLAT OF A PORTION OF ALACHUA REALTY COMPANY'S ADDITION TO THE CITY OF ALACHUA (PLAT BOOK "A", PAGE 100) AND ADJACENT LANDS SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



VICINITY MAP  
(NOT TO SCALE)

**LEGAL DESCRIPTION:** (BY THIS SURVEYOR)

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND CONTAINING A PORTION OF ALACHUA REALTY CO.'S ADDITION (PLAT BOOK "A", PAGE 100) AND ADJACENT LANDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF LOT 68 OF BAYWOOD PHASE 1B, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78 THROUGH 79 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING THRE (3) COURSES ALONG THE BOUNDARY OF SAID PHASE 1B: (1) SOUTH 07°00'53" WEST, A DISTANCE OF 95.50 FEET; (2) THENCE NORTH 83°16'29" WEST, A DISTANCE OF 50.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°00'53" WEST, 35.38 FEET; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°59'07" WEST, A DISTANCE OF 85.50 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 189.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 154.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°31'44" EAST, 72.21 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°01'43", AN ARC DISTANCE OF 72.88 FEET TO THE END OF SAID CURVE; THENCE NORTH 28°02'36" EAST, A DISTANCE OF 60.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1012.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°41'43" EAST, 328.91 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°41'43", AN ARC DISTANCE OF 330.37 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°59'07" WEST, A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 325.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°50'10" WEST, 35.71 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°17'55", AN ARC DISTANCE OF 35.73 TO THE END OF SAID CURVE; THENCE NORTH 09°56'14" EAST, A DISTANCE OF 50.06 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE NORTHERLY WITH A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°04'29" EAST, 27.93 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°49'15", AN ARC DISTANCE OF 27.94 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°59'07" EAST, A DISTANCE OF 88.14 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 115.79 FEET TO THE NORTHERLY LINE OF BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 89°19'56" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 390.40 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHEAST CORNER OF SAID BLOCK 15; THENCE SOUTH 00°54'59" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 15, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 390.40 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 16 OF THE AFOREMENTIONED ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA; THENCE NORTH 89°20'17" EAST, ALONG THE NORTHERLY LINE OF BLOCK 17 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.83 FEET TO THE NORTHWEST CORNER OF COMMON OPEN SPACE "B" AND DRAINAGE EASEMENT AS SHOWN ON THE AFOREMENTIONED PLAT OF BAYWOOD PHASE 1B; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF SAID BAYWOOD PHASE 1B: (1) SOUTH 32°13'39" EAST, A DISTANCE OF 144.24 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 230.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°37'23" EAST, 131.99 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°16'32", AN ARC DISTANCE OF 133.87 FEET TO THE POINT OF TANGENCY; (3) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 54.94 FEET; (4) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 115.50 FEET; (5) THENCE NORTH 83°16'29" WEST, A DISTANCE OF 50.20 FEET; (6) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 522.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.612, ACRES MORE OR LESS.

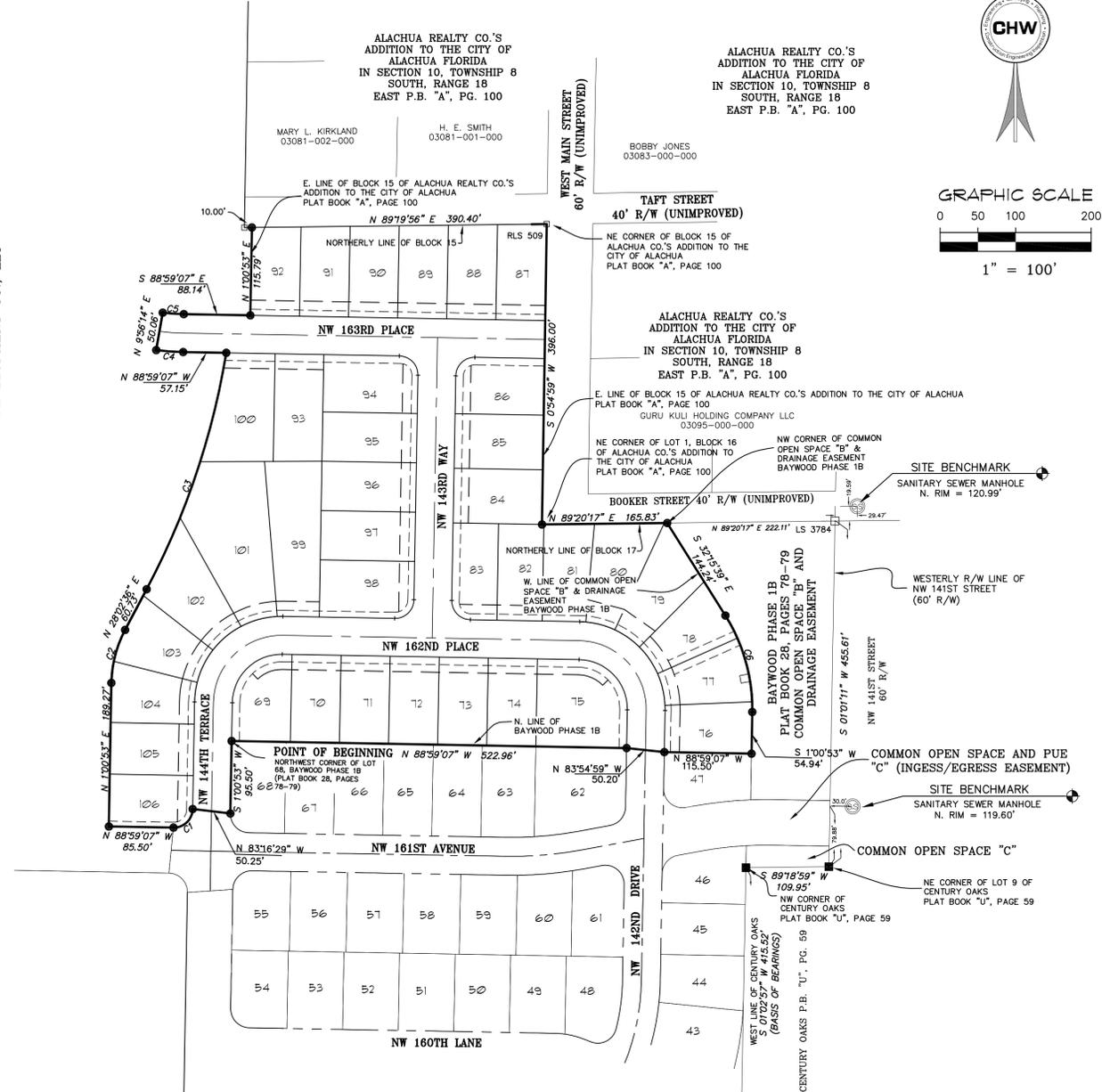
**SURVEYOR'S NOTES:**

- BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF S 01°02'57" W FOR THE WESTERLY LINE OF CENTURY OAKS AS RECORDED IN PLAT BOOK "U", PAGE 59 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AS SHOWN HEREON. THE RELATIONSHIP TO STATE PLANE IS UNKNOWN.
  - THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1"10,000'.
  - THE ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1929 DATA USING THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT AT STATION NAME 1-75-73-833 RM 2 (NAVD 88 ELEVATION = 142.84') CONVERTED TO NAVD 1929 DATA ELEVATION 143.63'.
  - BUILDING SETBACK REQUIREMENTS (MINIMUM) UNLESS OTHERWISE SHOWN:
- |       |     |
|-------|-----|
| FRONT | 5'  |
| SIDE  | 5'  |
| REAR  | 15' |
- THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM FIRM MAP NUMBER 120101040D, EFFECTIVE JUNE 16, 2006.
  - ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
  - DATE OF PLAT DRAWING: APRIL 1ST, 2013.
  - THIS PLAT IS TWO SHEETS IN TOTAL. EACH SHEET IS NOT COMPLETE WITHOUT THE OTHERS. FOR MORE DETAILED INFORMATION SEE SHEET TWO.
  - THE DRAINAGE EASEMENTS AS SHOWN HEREON WILL BE CONVEYED TO THE BAYWOOD PHASE I HOMEOWNERS ASSOCIATION, INC AND ARE IDENTIFIED FOR MAINTENANCE IN THE HOMEOWNERS ASSOCIATION DOCUMENT.
  - LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091(9) FLORIDA STATUTES.
  - ALL LINES ARE NON-RADIAL UNLESS NOTED OTHERWISE.
  - BOUNDARY DATA SHOWN HEREON IS BASED ON A PRIOR SURVEY BY THIS OFFICE DATED 04-01-13 UNDER PROJECT NUMBER 13-0111.
  - DEVELOPER NAME IS: ALACHUA DEVELOPMENT CO., LLC. THE SUBJECT PARCEL IS A PART OF TAX PARCEL NO. 03087-006-000.
  - THIS PROPERTY IS AFFECTED BY RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, FLA., AS RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
  - THIS PROPERTY IS SUBJECT TO BAYWOOD HILLS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS, AS RECORDED IN OR BOOK 3529, PAGE 1172.

**LEGEND:**

- = SET 5/8" STEEL REBAR AND CAP MARKED "PRM LB 5075"
- = FOUND 4" X 4" CONCRETE MONUMENT STAMPED "RLS 509" UNLESS SHOWN OTHERWISE
- = PERMANENT REFERENCE MONUMENT - FOUND 4" X 4" CONCRETE MONUMENT (MARKED PRM LB 5075)
- ⊙ = PLAT BENCHMARK
- = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY
- SF = SQUARE FEET
- PUE = PUBLIC UTILITIES EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.B. = PLAT BOOK
- PG. = PAGE
- VMPUE = VARIABLE WIDTH PUBLIC UTILITIES EASEMENT

UNPLATTED LANDS  
OWNER-ALACHUA DEVELOPMENT CO., LLC



CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	39.27'	25.00'	90°00'00"	25.00'	35.36'	S 46°00'53" W
C2	72.88'	154.50'	27°01'43"	37.13'	72.21'	N 14°31'44" E
C3	330.37'	1012.50'	18°41'43"	166.67'	328.91'	N 18°41'44" E
C4	35.73'	325.00'	6°17'55"	17.88'	35.71'	N 85°50'10" W
C5	27.94'	275.00'	5°49'15"	13.98'	27.93'	S 86°04'29" E
C6	133.87'	230.50'	33°16'32"	68.88'	131.99'	S 15°37'23" E

**NOTICE:**  
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**OWNER'S CERTIFICATION AND DEDICATION**  
 ALACHUA DEVELOPMENT CO., LLC A FLORIDA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "BAYWOOD-PHASE IC", AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE RIGHTS OF WAY AND PUBLIC UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES. ALSO, THE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE CONVEYED TO THE BAYWOOD PHASE I HOMEOWNERS ASSOCIATION, INC BY SEPARATE CONVEYANCE.

WITNESS: MARVIN SMOLLAR, REGISTERED AGENT  
 ALACHUA DEVELOPMENT CO., L.L.C.  
 16469 BRIDLEWOOD CIRCLE,  
 DELRAY BEACH, FL 33445

**ACKNOWLEDGMENT**  
 I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, MARVIN SMOLLAR, WHO WAS DULY SWORN AND WHO FURNISHED A FLORIDA DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND DID TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2013  
 MY COMMISSION EXPIRES: \_\_\_\_\_  
 NOTARY PUBLIC-STATE OF FLORIDA

**MORTGAGEE'S APPROVAL**  
 CAPITAL CITY BANK, AS MORTGAGEE, BY ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 3881, PAGE 644 IS HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 1298; ASSIGNMENT OF LEASES, RENTS, AND PROFITS RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 1320; AND FINANCING STATEMENT RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 1330 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED: \_\_\_\_\_ MORTGAGEE: \_\_\_\_\_  
 WITNESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
 WITNESS: \_\_\_\_\_ TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**  
 I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, \_\_\_\_\_ WHO WAS DULY SWORN AND WHO FURNISHED FLORIDA DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND DID TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2013  
 NOTARY PUBLIC-STATE OF FLORIDA  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER**  
 THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO PART 1 OF CHAPTER 177, FLORIDA STATUTES, BUT HAVE NOT VERIFIED THE SURVEY DATA.  
 EXAMINED ON: \_\_\_\_\_  
 AND  
 APPROVED BY: \_\_\_\_\_  
 PROFESSIONAL SURVEYOR AND MAPPER ROBERT W. GRAVER, P.S.M. 4239

**CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA**  
 THIS IS TO CERTIFY, THAT ON \_\_\_\_\_, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.  
 MAYOR: \_\_\_\_\_  
 ATTEST: \_\_\_\_\_  
 CITY MANAGER: \_\_\_\_\_ FILED FOR RECORD ON: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE ATTORNEY FOR THE CITY OF ALACHUA, FLORIDA**  
 EXAMINED ON: \_\_\_\_\_  
 AND APPROVED AS TO LEGAL FORM & SUFFICIENCY BY: \_\_\_\_\_  
 CITY ATTORNEY: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT**  
 EXAMINED ON: \_\_\_\_\_  
 AND APPROVED BY: \_\_\_\_\_  
 COUNTY HEALTH DEPARTMENT: \_\_\_\_\_

**RECEIVED AND FILED**  
 RECEIVED AND FILED FOR RECORD ON THIS DAY OF \_\_\_\_\_, A.D. 2013  
 CLERK OF THE COURT: \_\_\_\_\_ DATE: \_\_\_\_\_

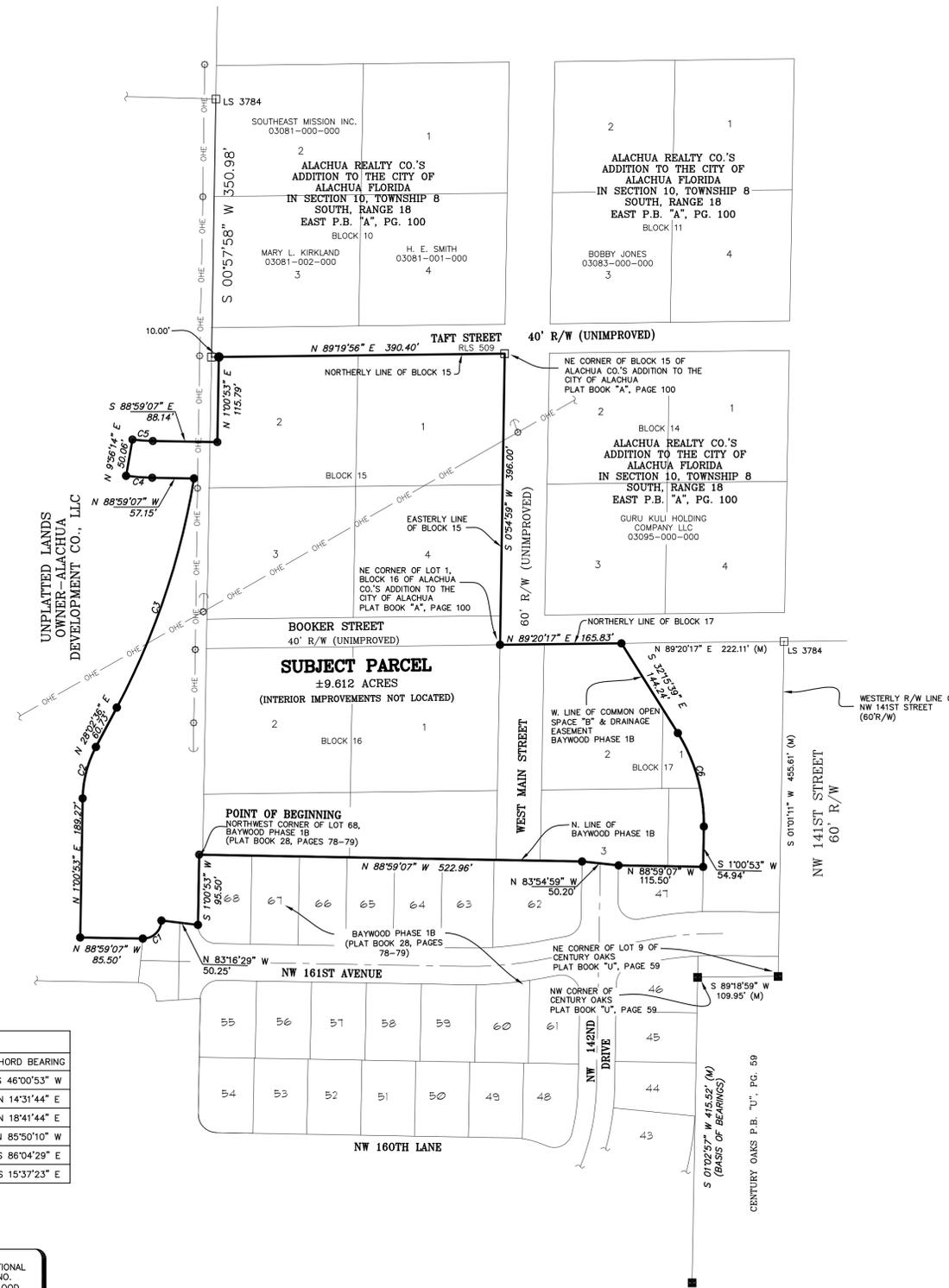
**SURVEYOR'S CERTIFICATION**  
 KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, AS PROVIDED UNDER CHAPTER 472, FLORIDA STATUTES AND IS IN GOOD STANDING WITH THE BOARD OF LAND SURVEYORS, DOES HEREBY CERTIFY THAT ON APRIL 1ST, 2013 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLANS; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

DATE: \_\_\_\_\_  
 AARON H. HICKMAN  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA REGISTRATION NUMBER 6791  
 CAUSSEAU, HEWETT, & WALPOLE, INC.  
 132 N.W. 76TH DRIVE GAINESVILLE, FL 32607  
 LICENSED BUSINESS NO. 5075



# BOUNDARY SURVEY

## OF A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



- LEGEND:**
- = FOUND 4" X 4" CONCRETE MONUMENT STAMPED "RLS 509" - UNLESS SHOWN OTHERWISE
  - = SET 5/8" REBAR AND CAP STAMPED "PRM L.B. 5075"
  - = FOUND 4" X 4" CONCRETE MONUMENT STAMPED "PRM L.B. 5075"
  - PG. = PAGE
  - (TYP) = TYPICAL
  - (M) = CALCULATED FROM FIELD MEASUREMENTS
  - P.B. = PLAT BOOK
  - R/W = RIGHT-OF-WAY
  - P.O.B. = POINT OF BEGINNING
  - = WOOD POWER POLE
  - ⊙ = GUY ANCHOR
  - OHE — = OVERHEAD WIRES
  - x — = FENCE LINE



**LEGAL DESCRIPTION: (BY THIS SURVEYOR)**

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND CONTAINING A PORTION OF ALACHUA REALTY CO.'S ADDITION (PLAT BOOK "A", PAGE 100) AND ADJACENT LANDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF LOT 68 OF BAYWOOD PHASE 1B, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78 THROUGH 79 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID PHASE 1B: (1) SOUTH 01°00'53" WEST, A DISTANCE OF 95.50 FEET; (2) THENCE NORTH 83°16'29" WEST, A DISTANCE OF 50.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°00'53" WEST, 55.36 FEET; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°59'07" WEST, A DISTANCE OF 85.50 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 189.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 154.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°31'44" EAST, 72.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°01'43", AN ARC DISTANCE OF 72.88 FEET TO THE END OF SAID CURVE; THENCE NORTH 28°02'36" EAST, A DISTANCE OF 60.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1012.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°41'44" EAST, 328.91 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°17'55", AN ARC DISTANCE OF 35.73 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°59'14" EAST, A DISTANCE OF 50.06 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE NORTHERLY WITH A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°50'10" WEST, 35.71 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°49'15", AN ARC DISTANCE OF 27.94 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°59'07" EAST, A DISTANCE OF 88.14 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 115.79 FEET TO THE NORTHERLY LINE OF BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 89°19'56" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 390.40 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHEAST CORNER OF SAID BLOCK 15; THENCE SOUTH 00°54'59" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 15, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 396.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 16 OF THE AFOREMENTIONED ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA; THENCE NORTH 89°20'17" EAST, ALONG THE NORTHERLY LINE OF BLOCK 17 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.83 FEET TO THE NORTHWEST CORNER OF COMMON OPEN SPACE "B" AND DRAINAGE EASEMENT AS SHOWN ON THE AFOREMENTIONED PLAT OF BAYWOOD PHASE 1B; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF SAID BAYWOOD PHASE 1B: (1) SOUTH 22°15'39" EAST, A DISTANCE OF 144.24 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 230.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°37'23" EAST, 131.99 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°16'32", AN ARC DISTANCE OF 133.87 FEET TO THE POINT OF TANGENCY; (3) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 54.94 FEET; (4) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 115.50 FEET; (5) THENCE NORTH 83°54'59" WEST, A DISTANCE OF 50.20 FEET; (6) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 522.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.612 ACRES MORE OR LESS.

**SURVEYOR'S NOTES:**

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF S 01°02'57" W FOR THE WESTERLY LINE OF CENTURY OAKS AS RECORDED IN PLAT BOOK "U", PAGE 59 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AS SHOWN HEREON.
2. FENCES, UTILITIES AND MONUMENTATION SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND NOT SHOWN TO SCALE.
3. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE NOT FURNISHED TO THE SURVEYOR. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THE SURVEYOR.
4. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION FURNISHED AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	39.27'	25.00'	90°00'00"	25.00'	35.36'	S 46°00'53" W
C2	72.88'	154.50'	27°01'43"	37.13'	72.21'	N 14°31'44" E
C3	330.37'	1012.50'	18°41'43"	166.67'	328.91'	N 18°41'44" E
C4	35.73'	325.00'	6°17'55"	17.88'	35.71'	N 85°50'10" W
C5	27.94'	275.00'	5°49'15"	13.98'	27.93'	S 86°04'29" E
C6	133.87'	230.50'	33°16'32"	68.88'	131.99'	S 15°37'23" E

**NOTE:**  
 IN THE OPINION OF THIS SURVEYOR, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NO. 12001C01400, DATED 06/16/2006, THIS PROPERTY IS IN FLOOD ZONE "X" WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS SCALED FROM SAID MAP. INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS, SHOWN ON THIS MAP, WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.

1
2
3
4

**Causseaux, Hewett, & Waipole, Inc.**  
 Engineering • Surveying • Planning  
 Construction Engineering Inspection  
 102 NW 76th Drive, Gainesville, Florida 32607  
 Phone (352) 331-9776 • Fax (352) 331-9476 • www.chw-hc.com

1" = 100'  
 VERIFY SCALE BY MEASURING ON ORIGINAL DRAWING  
 0 1" = 100' THIS SHEET, ADJUST SCALES ACCORDINGLY.

UNPLATTED LANDS OWNER-ALACHUA DEVELOPMENT CO., LLC

ALACHUA DEVELOPMENT CO., LLC  
 SALTER FEBER, P.A.

DATE: 04/01/2013  
 REVISION DATE:  
 REVISION NUMBER:  
 PROJECT NUMBER: 13-0111

DATE: 04/01/2013  
 REVISION DATE:  
 REVISION NUMBER:  
 PROJECT NUMBER: 13-0111

AARON H. HICKMAN  
 Professional Surveyor & Mapper Fla. License No. 6791

This map prepared by:  
 Certificate of Authorization No. LB 5075  
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE: 04/01/2013  
 REVISION DATE:  
 REVISION NUMBER:  
 PROJECT NUMBER: 13-0111

DATE: 04/01/2013  
 REVISION DATE:  
 REVISION NUMBER:  
 PROJECT NUMBER: 13-0111

1 OF 1

DATE: 04/01/2013  
 REVISION DATE:  
 REVISION NUMBER:  
 PROJECT NUMBER: 13-0111

DATE: 04/01/2013  
 REVISION DATE:  
 REVISION NUMBER:  
 PROJECT NUMBER: 13-0111

**SUBDIVIDERS AGREEMENT FOR BAYWOOD PHASE 1 C**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BETWEEN

DEVELOPER: Alachua Development Co., LLC (the "Developer")  
Whose address is: 16469 Bridlewood Circle  
Delray Beach, Florida 33445

AND

CITY: THE CITY OF ALACHUA, a Florida  
Municipal Corporation (the "City")

WITNESSETH:

WHEREAS THE DEVELOPER is developing a residential subdivision in the CITY known as Baywood Phase 1 C (the "Project"), legally described in attached Exhibit "A";

WHEREAS the DEVELOPER wishes to enter into a subdividers agreement with City as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDR's");

WHEREAS the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS the Developer acknowledges that this Agreement is governed by the City's LDR's and, as such, the Developer must utilize the administrative procedures contained in the LDR's in the event there is any dispute regarding this Agreement; and

WHEREAS the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement;

NOW THEREFORE in consideration of the foregoing premises, the Developer and City hereby agree to and do hereby specify the following:



1. The above recitals are true and correct and are incorporated into this Agreement by reference.
2. The Developer has constructed, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDR's and in accordance with the design documents, including, but not limited to the construction plans, prepared by the Developer's design engineer (Plans) which were filed with the City by the Developer.
3. Drainage facilities for the Property shall be maintained on Project site or within another phase of Baywood subdivision (the "Subdivision"), in accordance with the design documents for the management of storm water for the Project at the sole expense of Developer.
4. The conveyance by the Developer to the City of all of the required public utility infrastructure improvements (including, but not limited to, roadways, streetlights, and piping within public right of ways, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks and easements) (Improvements) shall be conveyed to the City by dedications on the plat for the Project.
5. The Developer shall pay the City \$19,097.38 (502.56 x 38 residential units) as its pro-rata share for the upgrade of Lift Station #1, which will be necessary, in part, because of the Project. Payment shall be made to the City within 120 days from the date plat is recorded. This payment will not qualify for any future cost sharing ordinance.
6. Developer warrants that it has already constructed all of the Improvements in accordance with the approved Plans for the Project, City's LDR's and all other applicable ordinances, laws, rules, and regulations.
7. The plat for the project shall be recorded in the public records of Alachua County, Florida, within 45 days of its approval by the City Commission of the City of Alachua (the "Commission"). The failure to record the plat within this 45 day period shall render the plat null and void.
8. The final plat for the Project shall comply with Chapter 177 of the Florida Statutes and shall be approved by the Commission and accepted for filing in the public records of Alachua County upon the Developer providing the City with a maintenance surety device in the amount of \$24,638.00 representing ten percent (10%) of the Improvements as certified by a professional engineer (see attached exhibit "B") and acceptable to the City, in the City's sole discretion, as required by Section 2.4.10(G)(4)(b) of the LDR's. The surety device shall be in the form of a surety bond, performance bond, escrow agreement, irrevocable letter of credit or other collateral (the form of which to be approved by the attorney for the City) and shall be filed with the City. Such surety shall be payable to, and for the indemnification of, the City of Alachua.



9. The Developer hereby agrees to maintain and repair all Improvements for a period of one (1) year from the recording of the plat for Phase 1 C. Thereafter, upon the City's inspection and acceptance of the Improvements, it is the intention of the City to accept the maintenance responsibility for the Improvements. If any repairs are needed for the Improvements during the one year period from the recording of the plat and the Developer does not make the necessary repairs, the City, at its sole discretion may make such repairs and make a demand on the surety instrument to pay for the repairs.
10. The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
11. The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Property or vested right to specific use of the Property described in the plat to be recorded for the Project.
12. Any payments due from the Developer to the City shall be made either by cash, check or money order payable to the City of Alachua, Florida, and sent to the address for the City set forth below.
13. The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates within the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement, including all documents attached hereto and/or incorporated herein by reference.
14. Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
15. In the event Developer, Developer's contractor, subcontractors, or anyone else acting on behalf of the Developer or Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, through its City Manager or designee, has the right to stop work at the site until appropriate corrective measures are taken in addition to any other remedies available to the City.
16. The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer,



Developer's contractor, subcontractors or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its contractors or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee at all times during the existence of this Agreement.

17. The Developer shall pay the costs for the recording of this Agreement in the public records of Alachua County and this Agreement shall run with the Property (land).
18. Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua  
Attn: Department of Planning & Community Development  
Post Office Box 9  
Alachua, FL 32616

Developer: Alachua Development Co., LLC  
16469 Bridlewood Circle  
Delray Beach, Fl. 33445

19. The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
20. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
21. The failure of either City or Developer to exercise any right under this in this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
22. This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in Alachua County, Florida.
23. This Agreement may only be amended by mutual written agreement of the by the City and the Developer with prior approval of the Commission.

24. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this agreement.

25. This Agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, understanding or representations.

**IN WITNESS WHEREOF**, City and Developer have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF ALACHUA

\_\_\_\_\_  
Traci Cain, City Clerk

By: \_\_\_\_\_  
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING Subdividers Agreement for Baywood Phase 1 C was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Gib Coerper, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at large

Commission No.:

Expiration: [SEAL]

Approved as to form:

\_\_\_\_\_  
Marian B. Rush, City Attorney

**SIGNATURES CONTINUED ON NEXT PAGE**



Witnesses:

*[Handwritten signatures of witnesses]*

DEVELOPER: Alachua Development Co.,  
Its managing member: Alachua  
Management Co.

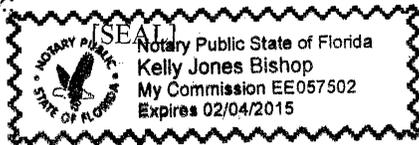
By: *[Handwritten signature: Marv Smollar]*  
Marvin Smollar, Managing member

STATE OF FLORIDA  
COUNTY OF Alachua

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BAYWOOD PHASE 1 C was  
acknowledged before me this 23<sup>rd</sup> day of July, 2013, by Marvin Smollar, who is  
personally known to me or who produced \_\_\_\_\_ as  
identification.

*[Handwritten signature: Kelly Jones Bishop]*  
Notary Public, State of Florida at large

Commission No. \_\_\_\_\_  
Expiration: \_\_\_\_\_



*[Handwritten mark]*



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## LEGAL DESCRIPTION

### EXHIBIT "A"

March 28, 2013  
BAYWOOD PHASE 1C  
9.612 ACRE TRACT (Part of Tax Parcel 03067-006-000)  
JOB NO. 13-0111

#### LEGAL DESCRIPTION

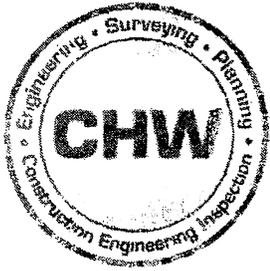
A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND CONTAINING A PORTION OF ALACHUA REALTY CO.'S ADDITION (PLAT BOOK "A", PAGE 100) AND ADJACENT LANDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF LOT 68 OF BAYWOOD PHASE 1B, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78 THROUGH 79 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID PHASE 1B; (1) SOUTH  $01^{\circ}00'53''$  WEST, A DISTANCE OF 95.50 FEET; (2) THENCE NORTH  $83^{\circ}16'29''$  WEST, A DISTANCE OF 50.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $46^{\circ}00'53''$  WEST, 35.36 FEET; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $88^{\circ}59'07''$  WEST, A DISTANCE OF 85.50 FEET; THENCE NORTH  $01^{\circ}00'53''$  EAST, A DISTANCE OF 189.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 154.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $14^{\circ}31'44''$  EAST, 72.21 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}01'43''$ , AN ARC DISTANCE OF 72.88 FEET TO THE END OF SAID CURVE; THENCE NORTH  $28^{\circ}02'36''$  EAST, A DISTANCE OF 60.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1012.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $18^{\circ}41'44''$  EAST, 328.91 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $18^{\circ}41'43''$ , AN ARC DISTANCE OF 330.37 FEET TO THE END OF SAID CURVE; THENCE NORTH  $88^{\circ}59'07''$  WEST, A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 325.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $85^{\circ}50'10''$  WEST, 35.71 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $06^{\circ}17'55''$ , AN ARC DISTANCE OF 35.73 TO THE END OF SAID CURVE; THENCE NORTH  $09^{\circ}56'14''$  EAST, A DISTANCE OF 50.06 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE NORTHERLY WITH A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $86^{\circ}04'29''$  EAST, 27.93 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $05^{\circ}49'15''$ , AN ARC DISTANCE OF 27.94 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $88^{\circ}59'07''$  EAST, A DISTANCE OF 88.14 FEET; THENCE NORTH  $01^{\circ}00'53''$  EAST, A DISTANCE OF 115.79 FEET TO THE NORTHERLY LINE OF BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH  $89^{\circ}19'56''$  EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 390.40 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHEAST CORNER OF SAID BLOCK 15; THENCE

SOUTH 00°54'59" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 15, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 396.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 16 OF THE AFOREMENTIONED ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA; THENCE NORTH 89°20'17" EAST, ALONG THE NORTHERLY LINE OF BLOCK 17 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.83 FEET TO THE NORTHWEST CORNER OF COMMON OPEN SPACE "B" AND DRAINAGE EASEMENT AS SHOWN ON THE AFOREMENTIONED PLAT OF BAYWOOD PHASE 1B; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF SAID BAYWOOD PHASE 1B; (1) SOUTH 32°15'39" EAST, A DISTANCE OF 144.24 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 230.50 FEET, AND BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 15°37'23" EAST, 131.99 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°16'32", AN ARC DISTANCE OF 133.87 FEET TO THE POINT OF TANGENCY; (3) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 54.94 FEET; (4) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 115.50 FEET; (5) THENCE NORTH 83°54'59" WEST, A DISTANCE OF 50.20 FEET; (6) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 522.96 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.612, ACRES MORE OR LESS.





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## EXHIBIT "B"

May 14, 2013

Justin Tabor, AICP  
Principal Planner  
City of Alachua  
Planning & Development  
P.O. Box 9  
Alachua, Florida 32616

RE: Baywood, Phase 1C

Dear Justin,

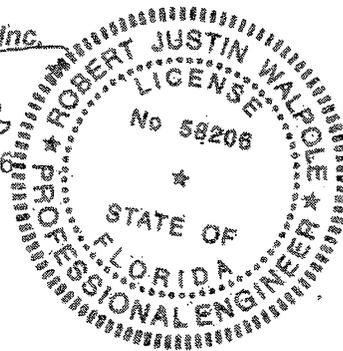
Pursuant to the Land Development Regulations of the City of Alachua, we are providing this certification to verify that construction for the infrastructure in Phase 1C is complete. The cost to complete Phase 1C infrastructure to support the accompanying plat was \$246,381.00 and had been paid in full. Pursuant to Section 7.8.1 (A), the amount of \$24,638.00 should be reserved for the Maintenance Surety Agreement. This has been verified with a site visit by myself and a review of the costs from the contractor, O'Steen Brothers.

Please do not hesitate to contact me with any questions.

Sincerely,  
*Causseaux, Hewett, and Walpole, Inc.*

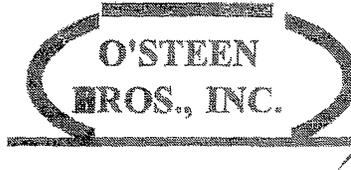
*5/14/13*  
Robert J. Walpole, Florida P.E. 58206  
President

cc: Marv Smollar, Baywood



132 NW 76th Drive  
Gainesville, Florida 32607

Phone (352) 331-1976  
Fax (352) 331-2476  
www.chw-inc.com



Philippians: 4:13

1006 SE 4th Street Gainesville, FL 32601  
Phone (352) 376-1634 +Fax (352) 373-7642

## Baywood Phase 1C

### Costs

#### Description

Earthwork & grading	20,632.00
Storm Drainage	49,448.00
Water/Domestic	22,342.00
Sanitary Sewer	26,734.00
Subgrade Stabilization	
12" Stabilization@ LBR	5,754.00
Lime-rock base	
6" Lime-rock	13,425.00
Asphalt Paving	
1-1/4" S-111 Asphalt Paving	26,084.00
Signage	2,142.00
Electrical	69,500.00
Miami Curb	10,320.00
	<hr/>
Total	\$246,381.00

# EXHIBIT "C"

## CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BAYWOOD PHASE 1 C

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Alachua Development Co. LLC, a Florida Limited Partnership ("Developer") by City of Alachua, Florida ("City") this \_\_\_\_ day of \_\_\_\_\_, 2013.

### RECITALS

**WHEREAS**, the developer is developing a residential subdivision in the CITY known as Baywood Phase 1 C (the "Project"), legally described in attached Exhibit "A";

**WHEREAS**, the DEVELOPER has secured a Subdividers Agreement for Baywood Phase 1 C from the City for the Project as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDR's");

**WHEREAS**, the LDR's provide in Article 2, Section 2.4.14 for the issuance of a certificates of concurrency compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

**WHEREAS**, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

**WHEREAS**, the "Project" is zoned RSF-6;

**WHEREAS**, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 227 units over three phases;

**WHEREAS**, the Project is now ready to proceed to Final Plat for Phase 1 C for 38 units;

**WHEREAS**, the Developer intends to immediately initiate construction on Baywood Phase 1 C;

**WHEREAS**, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist at the time of application for each building permit for the Project;

**WHEREAS**, the Developer of the Project further agrees to submit payment for water connection fees for the Project as determined by the City's Capital Facilities charges as those fees exist at the time of application for each building permit for the Project; and

**WHEREAS**, the City has determined that adequate water and wastewater capacity exists to serve Baywood Phase 1 C.

**WHEREAS**, the Developer acknowledges that this Certificate is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

**WHEREAS**, the Developer acknowledges that this Certificate is governed by the City's LDR's and, as such, the Developer must utilize the administrative procedures contained in the LDR's in the event there is any dispute regarding this Certificate; and

**WHEREAS**, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement;

**NOW THEREFORE, BASED UPON THE FOREGOING** findings of fact and conclusion of law, the City of Alachua, Florida issues this Certificate of Concurrency subject to the following conditions of issuance:

1. The above recitals are true and correct and are incorporated into this Certificate by reference.
2. The City will reserve 9,500 (38 lots x 250) gallons per day of wastewater capacity for the 38 units proposed in Baywood Phase 1 C. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and subdividers agreement, on file with the City.
3. The City will reserve 10,450 (38 lots x 275) gallons per day of water capacity for the 38 units proposed in Baywood Phase 1 C as defined by applicable development permits including but not limited to, construction plans and subdividers agreement, on file with the City.
4. The City will reserve the following trips of traffic capacity for the 38 units proposed in Baywood Phase 1 C as defined by applicable development permits, including construction plans and subdividers agreement, on file with the City: 364 Average Annual Daily Trips (AADT) and 38 Peak Hour Trips along Comprehensive Plan Segment 5 of US Highway 441; 273 Average Annual Daily

Trips (AADT) and 29 Peak Hour Trips along Comprehensive Plan Segment 3 and Segment 4 of US Highway 441; 36 Average Annual Daily Trips (AADT) and 4 Peak Hour Trips along Comprehensive Plan Segment 8 of State Road 235; and 36 Average Annual Daily Trips (AADT) and 4 Peak Hour Trips along Comprehensive Plan Segment 9 of State Road 235.

5. The City will reserve 0.45 acres (2.35 persons per household x 38 x 5 acres per 1,000 persons) of recreation capacity for the 38 units proposed in Baywood Phase 1 C as defined by applicable development permits, including but not limited to the construction plans and subdividers agreement, on file with the City.
6. The City will reserve 69.17 tons per year (0.73 tons per capita per year x 2.35 persons per household x 37 units) of solid waste capacity for the 38 units proposed in Baywood Phase 1 C as defined by applicable development permits on file, including but not limited to, construction plans and subdividers agreement, on file with the City.
7. The City will reserve 6 student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, 3 student stations in the Alachua SCSA for middle schools, and 4 student stations in the Alachua SCSA for high schools, pursuant to the Certificate by School Board of Alachua County, Phase 1 C Baywood/City of Alachua, dated April 22, 2013, as set forth in attached Exhibit "D."
8. This Certificate shall remain in effect for a period of one year from the date of the approval of the Subdividers Agreement between the parties hereto ("Subdividers Agreement") by the City Commission if the City of Alachua.
9. The Developer shall pay to the City the sewer connection fees for the Project as determined by the City's Capital Facilities charges as those fees exist at the time of application of each building permit.
10. The Developer shall pay to the City the water connection fees for the Project as determined by the City's Capital Facilities charges as those fees exist at the time of application of each building permit.
11. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdividers Agreement executed by the parties for the Project on the \_\_\_\_ day of \_\_\_\_\_, 2013. Failure to comply with the term of that Subdividers Agreement shall result in the termination of the reservations in this Certificate.
12. This Certificate shall not be construed to be an absolute guarantee for the

reservations should events occur which are outside the control of the City.

**THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED** this  
\_\_\_\_ day of \_\_\_\_\_, 2013, and is subject to the terms and findings as stated herein.

Attest:

CITY OF ALACHUA

\_\_\_\_\_  
Traci Cain, City Clerk

By: \_\_\_\_\_  
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Baywood Phase 1  
C was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Gib  
Coerper, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at large

Commission No.:

Expiration: [SEAL]

Approved as to form:

\_\_\_\_\_  
Marian B. Rush, City Attorney

**SIGNATURES CONTINUED ON NEXT PAGE**





# EXHIBIT "D"

## Certification by School Board of Alachua County Phase 1C Baywood / City of Alachua

This application for a determination of adequacy of public schools to accommodate the public school students generated by the subject development has been reviewed by the School Board of Alachua County (designated staff representative). The following determinations have been made:

The application is **approved** based upon the following findings:

- Elementary: Capacity Required 6 SCSA Alachua  
 Capacity available Available Capacity 300  
 Capacity available in three years Available Capacity \_\_\_\_\_  
 Capacity Available in adjacent SCSA Available Capacity \_\_\_\_\_
- Middle: Capacity Required 3 SCSA Mebane  
 Capacity available Available Capacity 367  
 Capacity available in three years Available Capacity \_\_\_\_\_  
 Capacity Available in adjacent SCSA Available Capacity \_\_\_\_\_
- High Capacity Required 4 SCSA Santa Fe  
 Capacity available Available Capacity 539  
 Capacity available in three years Available Capacity \_\_\_\_\_  
 Capacity Available in adjacent SCSA Available Capacity \_\_\_\_\_

Denied for reasons stated

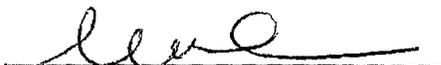
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Vicki McGrath  
Director of Community Planning  
School Board of Alachua County

April 22, 2013  
Date





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Delivered with Integrity*

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## Baywood Phase 1C

---

DRT Baywood Phase 1C Final Plat  
Items 1 through 15

1. Consistency with Preliminary Plat.

**Response: Phasing schedule will be revised on the preliminary plat and re-submitted for review and approval.**

2. Compliance with Chapter 177, Fla Statutes.

**Response: Sheet one has been updated with the required language.**

3. The applicant must address the comments provided by Robert Graver, PSM, of Eng Denman and Associates, Inc., in a letter dated April 16, 2013.

**Response: All comments have been addressed as requested.**

4. Provide Certification from a professional engineer which states the value of all public & private infrastructure improvements.

**Response: Engineers certification will be provided prior to the BOC hearing.**

5. Provide maintenance surety device in a form acceptable to the City and as defined in Section 6.10 of the LDRs.

**Response: Will comply and provide following completion of the Engineers Certification of cost.**

6. Section 7.7.1 requires that if the subdivider places restrictions on any of the land contained in the subdivision which are greater than those required by the LDRs, such restriction or reference shall be indicated on the final plat and shall be through a declaration of covenants.

**Response: Reference to the Baywood Hills Declaration of Covenants, Restrictions, and Easement recorded in OR Book 3529, page 1172 has been added to the Plat.**

7. Note 14 on page 1 of the plat state, "Based upon the title opinion letter this property is affected by restrictions, conditions, reservations, easements, and other matters contained on the plat of Alachua Realty Co's Addition to the City of Alachua. Title Opinion letter does not reflect this statement.

**Response: Florida Statute 177.041 that speaks to Title Opinions required requires that the opinion letter show in whom title resides and must list any mortgages of record. The title opinion tracks the statute. The language "Based on the title opinion letter" has been removed from the note to keep compliance with Section 7.7.1**

8. The City will provide the Subdivider's Agreement and Certificate of Concurrency Compliance at a later time. Remove the drafts provided as part of the applicant's submission.

**Response: Understood, please remove the drafts as necessary.**

9. Revise the Concurrency Impact Analysis to reflect the change in the number of units included in Phase 1C (31 units).

**Response: The correct number of units is thirty-eight (38). Analysis is performed accordingly.**

10. Identify the source of all data utilized in the Concurrency Impact Analysis.

**Response: The tables have been footnoted to identify data sources.**

11. Revise the Affected Roadway Segments table in the Concurrency Impact Analysis to identify Segment 8 as an affected roadway segment.

**Response: The Affected Roadway Segments table has been revised accordingly.**

12. Revise the trip distribution for each affected roadway segment as follows: Traffic Distribution – Segment 5: 100%; Segment 3/4: 75%; Segment 8: 10%; and Segment 9: 10%.

- a. Revise the projected trip generation for each roadway segment accordingly.
- b. Identify the trip distribution to each affected roadway segment as a footnote.
- c. Identify the source of the maximum service volume, existing traffic, and reserved trips as a footnote.

**Response: Trip distribution has been revised accordingly. Trip distribution rates, as a percentage, have been footnoted. Maximum service volume, existing traffic, and reserved trips have been sourced and footnoted accordingly.**

13. Long-range enhancements to sanitary sewer facilities are not funded in the City's Capital Improvements Plan. This information is provided in the City's Development Monitory Reports only as an informational item. Remove such reference from this Concurrency Impact Analysis (and note accordingly for future application submittals.)

**Response: Long-range enhancements have been removed as requested.**

14. Policy 1.1.d of the Community Facilities & Natural Groundwater Aquifer Recharge Element establishes the Level of Service (LOS) standard for sanitary sewer facilities as 250 gallons per day per residential unit. Revise the Concurrency Impact Analysis to utilize the aforementioned LOS standard.

**Response: Analysis has been revised to reflect 250 gallons per day per residential unit.**

15. The US Census Bureau indicates that the number of persons per household for the City of Alachua, from 2007 – 2011, is 2.35 persons per household. Revise solid waste and recreation impacts accordingly.

**Response: Analysis for solid waste and recreation has been revised to reflect 2.35 persons per household.**

RECEIVED

APR 24 2013

**Certification by School Board of Alachua County  
Phase 1C Baywood / City of Alachua**

Per \_\_\_\_\_

This application for a determination of adequacy of public schools to accommodate the public school students generated by the subject development has been reviewed by the School Board of Alachua County (designated staff representative). The following determinations have been made:

The application is **approved** based upon the following findings:

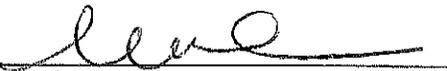
Elementary: Capacity Required 6 SCSA Alachua  
 Capacity available Available Capacity 300  
 Capacity available in three years Available Capacity \_\_\_\_\_  
 Capacity Available in adjacent SCSA Available Capacity \_\_\_\_\_

Middle: Capacity Required 3 SCSA Mebane  
 Capacity available Available Capacity 367  
 Capacity available in three years Available Capacity \_\_\_\_\_  
 Capacity Available in adjacent SCSA Available Capacity \_\_\_\_\_

High Capacity Required 4 SCSA Santa Fe  
 Capacity available Available Capacity 539  
 Capacity available in three years Available Capacity \_\_\_\_\_  
 Capacity Available in adjacent SCSA Available Capacity \_\_\_\_\_

Denied for reasons stated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Vicki McGrath  
Director of Community Planning  
School Board of Alachua County

April 22, 2013  
Date



## City of Alachua

TRACI L. CAIN  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN, AICP

April 22, 2013

Aaron Hickman, PLS  
Causseaux, Hewett, & Walpole, Inc.  
132 NW 76<sup>th</sup> Drive  
Gainesville, FL 32607

RE: Development Review Team (DRT) Summary: Baywood Phase 1C Final Plat  
Dear Mr. Hickman:

The application referenced above was reviewed at our April 22, 2013 Development Review Team (DRT) Meeting. Please address all insufficiencies outlined below in writing and provide an indication as to how they have been addressed by **5:00 PM on Monday, May 6, 2013**. A total of three (3) copies of the application package, plans, and a CD containing a PDF of all application materials and plat must be provided by this date.

Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved before the item may be scheduled for a public hearing before the City Commission. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time.

As discussed at the DRT Meeting, please address the following insufficiencies:

### ***Consistency with Preliminary Plat***

1. On December 7, 2009, the City Commission approved a phasing schedule deviation for the Baywood subdivision. The deviation revised the phasing schedule to consist of a total of seven (7) future units, as follows: Phase 1B (34 lots); Phase 1C (31 lots); Phase 2A (22 lots); Phase 2B (23 lots); Phase 2C (27 lots); Phase 3A (22 lots); and Phase 3B (34 lots.) The plat as submitted includes 7 additional lots (lots 100 – 106) which are part of Phase 2B. The plat must be revised to include only the lots identified on the preliminary plat as part of Phase 1B.

### ***Compliance with Chapter 177, Florida Statutes***

2. Chapter 177.091(17), FS, requires that, if the subdivision is a part of a previously recorded subdivision, the fact of its being a replat shall be stated as a subtitle under the name of the plat on each sheet included. The first page of the plat must be revised to include the following statement: "Being a Replat of a portion of Alachua

Realty Co.'s Addition to the City of Alachua (Plat Book "A", Page 100) and adjacent lands situated in Section 10, Township 8 South, Range 18 East, City of Alachua, Alachua County Florida."

3. The applicant must address the comments provided by Robert Graver, PSM, of Eng, Denman and Associates, Inc., in a letter dated April 16, 2013.

### ***Miscellaneous Compliance Comments***

4. Provide certification from a professional engineer which states the value of all public infrastructure improvements and the value of all private infrastructure improvements, including but not limited to water, wastewater, electrical, and roadway infrastructure.
5. In accordance with Section 2.4.10(G)(4)(b), provide a maintenance surety device in a form acceptable to the City and as defined in Section 6.10 of the LDRs. Pursuant to Section 7.8.1(A), such maintenance surety device shall be in the amount of 10% of the value of all on-site public and private improvements.
6. Section 7.7.1 requires that if the subdivider places restrictions on any of the land contained in the subdivision which are greater than those required by the LDRs, such restriction or reference shall be indicated on the final plat and shall be through a declaration of covenants. The applicant has provided a copy of the "Baywood Hills Declaration of Covenants, Restrictions, and Easements," which is recorded in OR Book 3529, Page 1172, however, a note indicating that such restrictions are recorded in the public record is not provided on the face of the plat. Provide a note referencing the aforementioned restrictions on the face of the plat.
7. Note 14 on page 1 of the plat states, "Based upon the title opinion letter this property is affected by restrictions, conditions, reservations, easements, and other matters contained on the plat of Alachua Realty Co's Addition to the City of Alachua, Florida..." The title opinion letter from James D. Salter, Esq., dated April 12, 2013, does not reflect this statement.
  - a. The title opinion must be revised to reflect the aforementioned statement as provided on the face of the plat.
  - b. The title opinion must be revised to reflect that the property is also affected by the "Baywood Hills Declaration of Covenants, Restrictions and Easements, as recorded in OR Book 3529, Page 1172.
8. The City will provide the Subdivider's Agreement and Certificate of Concurrency Compliance at a later time. Remove the drafts provided as part of the applicant's submission.

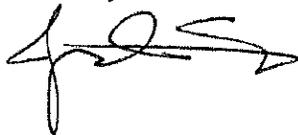
### ***Concurrency Impact Analysis***

9. Revise the Concurrency Impact Analysis to reflect the change in the number of units included in Phase 1C (31 units).

10. Identify the source of all data utilized in the Concurrency Impact Analysis.
11. Revise the Affected Roadway Segments table in the Concurrency Impact Analysis to identify Segment 8 as an affected roadway segment.
12. Revise the trip distribution for each affected roadway segment as follows: Traffic Distribution – Segment 5: 100%; Segment 3/4: 75%; Segment 8: 10%; Segment 9: 10%.
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13. Long range enhancements to sanitary sewer facilities are not funded in the City's capital improvements plan. This information is provided in the City's Development Monitoring Reports only as an informational item, Remove such reference from this Concurrency Impact Analysis (and note accordingly for future application submittals.)
14. Policy 1.1.d of the Community Facilities & Natural Groundwater Aquifer Recharge Element establishes the Level of Service (LOS) standard for sanitary sewer facilities as 250 gallons per day per residential unit. Revise the Concurrency Impact Analysis to utilize the aforementioned LOS standard.
15. The US Census Bureau indicates that the number of persons per household for the City of Alachua, from 2007-2011, is 2.35 persons per household. Revise solid waste and recreation impacts accordingly.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 107 or via e-mail at [jtabor@cityofalachua.com](mailto:jtabor@cityofalachua.com). We look forward to receiving your revised application.

Sincerely,



Justin Tabor, AICP  
Principal Planner

Attachment:

Letter from Robert Graver, PSM, Eng, Denman & Associates, Inc. dated April 17, 2013

CC (without Attachment):

Kathy Winburn, AICP, Planning & Community Development Director  
Brandon Stubbs, Planner  
Project File



# ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

April 17, 2013

The City of Alachua Planning & Community Development Department

Attention: Justin Tabor

P.O. Box 9

Alachua, FL 32616-0009

**Re: Review of Baywood – Phase IC Final Plat**

I have reviewed the Final Plat of “Baywood – Phase IC” for conformity to Florida Statutes Chapter 177, Part 1, Platting, and find it to be in conformance with all Sections and Subsections except those listed and following hereon:

Subsection 177.091

- (4) There is no stated or graphic scale on Sheet 1.
- (5) The professional surveyor’s name is not shown on Sheet 2.
- (6) A prominent “North arrow” is not shown on Sheet 1.
- (7) On Sheet 1, Permanent Control Points are shown, as per the legend, on the Boundary corners where P.R.M.’s are required.  
Note: The legal description calls for a 4” x 4” concrete monument, RLS 509 at the N.E. corner of Block 15 (N.E. corner of Lot 87), whereas Sheet 1 shows a P.C.P. and Sheet 2 shows a 5/8” rebar and cap stamped “PRM LB 5075”.
- (8) There should be a P.C.P. shown on the centerline at the west end of N.W. 163<sup>rd</sup> Place.
- (11) & (14) The third call along the boundary of Baywood Phase IB at the end of the legal description calls for 54.94 feet. This line is dimensioned as 54.93 feet on Sheets 1 and 2.  
The north lines of Lots 87, 88, 89, 90, 91 and 92 should be labeled “Northerly line of Block 15” as called for in the legal description
- (17) The plat name subtitles beneath the primary plat name are not the same on Sheets 1 and 2. There is no replat information in the subtitle on Sheet 1.
- (22) There is no curve information for the centerline curve at the west end of N.W. 163<sup>rd</sup> Place.

(25) The Drainage Easements on Lots 77 and 78 are not included in the Owner's Certification and Dedication. Are these Drainage Easements Public or are they going to be dedicated to the Homeowner's Association?

Note: I do not find any Common Open Spaces shown on the Plat as referenced to in Note 9 of the Surveyor's Notes on Sheet 1 or in the Owner's Certification and Dedication. There are no Common Open Spaces to be dedicated.

(29) The abbreviations of the curve elements, L, R, D, R, CHB and CHD are not listed in the legend or a Table of Abbreviations.

In addition to these exceptions, I find these errors:

- 1.) Surveyor's Note 8 states to "see Sheets Two and Three."  
Note: This plat consists of only 2 sheets.
- 2.) The Surveyor's Certification at the bottom of Sheet 1 states that this plat "is located in Sections 10 and 15"; This plat is located wholly within Section 10.
- 3.) The 40' R/W along the North boundary of Baywood - Phase IC is labeled "Taft Street" on Sheet 1 and "Tust Street" on Sheet 2. I have viewed the scanned copy of the original plat and cannot determine which is correct.

Sincerely,



Robert W. Graver, P.S.M. 4239  
Eng, Denman & Associates, Inc.  
2404 NW 43<sup>rd</sup> Street  
Gainesville, FL 32606  
L.B. 2389



# DEVELOPMENT REVIEW TEAM SUMMARY

**PROJECT NAME:** Baywood Phase 1C

**APPLICATION TYPE:** Final Plat

**APPLICANT/PROPERTY OWNER:** Alachua Development Co., LLC

**AGENT:** Aaron Hickman, PLS, Causseaux, Hewett, & Walpole, Inc.

**DRT MEETING DATE:** April 22, 2013

**DRT MEETING TYPE:** Applicant

**FLUM DESIGNATION:** Medium Density Residential

**ZONING:** Residential Single Family - 3 (RSF-3)

**OVERLAY:** N/A

**ACREAGE:** ± 9.612 acres

**PARCELS:** 03067-006-000

**PROJECT SUMMARY:** A request for the final plat of Baywood Phase 1C, which proposes to subdivide the property into a total of 38 lots

**RESUBMISSION DUE DATE:** All data, plans, and documentation addressing the insufficiencies identified below must be received by the Planning Department on or before **5:00 PM on Monday, May 6, 2013**

## ***Deficiencies to be Addressed***

### ***Consistency with Preliminary Plat***

1. On December 7, 2009, the City Commission approved a phasing schedule deviation for the Baywood subdivision. The deviation revised the phasing schedule to consist of a total of seven (7) future units, as follows: Phase 1B (34 lots); Phase 1C (31 lots); Phase 2A (22 lots); Phase 2B (23 lots); Phase 2C (27 lots); Phase 3A (22 lots); and Phase 3B (34 lots.) The plat as submitted includes 7 additional lots (lots 100 - 106) which are part of Phase 2B. The plat must be revised to include only the lots identified on the preliminary plat as part of Phase 1B.

### ***Compliance with Chapter 177, Florida Statutes***

2. Chapter 177.091(17), FS, requires that, if the subdivision is a part of a previously recorded subdivision, the fact of its being a replat shall be stated as a subtitle under the name of the plat on each sheet included. The first page of the plat must be revised to include the following statement: "Being a Replat of a portion of Alachua Realty Co.'s Addition to the City of Alachua (Plat Book "A", Page 100) and adjacent lands situated in Section 10, Township 8 South, Range 18 East, City of Alachua, Alachua County Florida."

3. The applicant must address the comments provided by Robert Graver, PSM, of Eng, Denman and Associates, Inc., in a letter dated April 16, 2013.

### ***Miscellaneous Compliance Comments***

4. Provide certification from a professional engineer which states the value of all public infrastructure improvements and the value of all private infrastructure improvements, including but not limited to water, wastewater, electrical, and roadway infrastructure.
5. In accordance with Section 2.4.10(G)(4)(b), provide a maintenance surety device in a form acceptable to the City and as defined in Section 6.10 of the LDRs. Pursuant to Section 7.8.1(A), such maintenance surety device shall be in the amount of 10% of the value of all on-site public and private improvements.
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**ENG, DENMAN & ASSOCIATES, INC.**  
ENGINEERS • SURVEYORS • PLANNERS

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April 17, 2013

The City of Alachua Planning & Community Development Department  
Attention: Justin Tabor  
P.O. Box 9  
Alachua, FL 32616-0009

**Re: Review of Baywood – Phase IC Final Plat**

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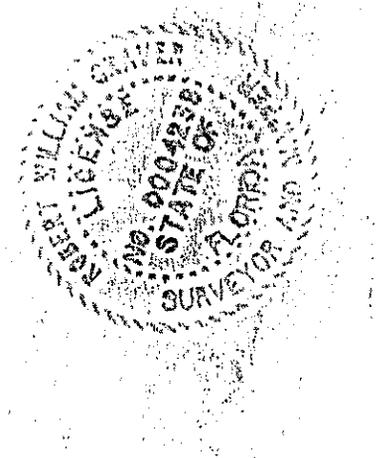
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Sincerely,



Robert W. Graver, P.S.M. 4239  
Eng, Denman & Associates, Inc.  
2404 NW 43<sup>rd</sup> Street  
Gainesville, FL 32606  
L.B. 2389





# ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

RECEIVED

APR 17 2013

Per \_\_\_\_\_

April 17, 2013

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Alachua, FL 32616-0009

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Eng, Denman & Associates, Inc.  
2404 NW 43<sup>rd</sup> Street  
Gainesville, FL 32606  
L.B. 2389

# **DEVELOPMENT REVIEW TEAM SUMMARY**

**PROJECT NAME:** Baywood Phase 1C

**APPLICATION TYPE:** Final Plat

**APPLICANT/PROPERTY OWNER:** Alachua Development Co., LLC

**AGENT:** Aaron Hickman, PLS, Causseaux, Hewett, & Walpole, Inc.

**DRT MEETING DATE:** April 17, 2013

**DRT MEETING TYPE:** Staff

**FLUM DESIGNATION:** Medium Density Residential

**ZONING:** Residential Single Family - 3 (RSF-3)

**OVERLAY:** N/A

**ACREAGE:** ± 9.612 acres

**PARCELS:** 03067-006-000

**PROJECT SUMMARY:** A request for the final plat of Baywood Phase 1C, which proposes to subdivide the property into a total of 38 lots

**RESUBMISSION DUE DATE:** All data, plans, and documentation addressing the insufficiencies identified below must be received by the Planning Department on or before 5:00 PM on **Monday, May 6, 2013**

## ***Deficiencies to be Addressed***

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***Miscellaneous Compliance Comments***

4. Provide certification from a professional engineer which states the value of all public infrastructure improvements and the value of all private infrastructure improvements, including but not limited to water, wastewater, electrical, and roadway infrastructure.
5. In accordance with Section 2.4.10(G)(4)(b), provide a maintenance surety device in a form acceptable to the City and as defined in Section 6.10 of the LDRs. Pursuant to Section 7.8.1(A), such maintenance surety device shall be in the amount of 10% of the value of all on-site public and private improvements.
6. Section 7.7.1 requires that if the subdivider places restrictions on any of the land contained in the subdivision which are greater than those required by the LDRs, such restriction or reference shall be indicated on the final plat and shall be through a declaration of covenants. The applicant has provided a copy of the "Baywood Hills Declaration of Covenants, Restrictions, and Easements," which is recorded in OR Book 3529, Page 1172, however, a note indicating that such restrictions are recorded in the public record is not provided on the face of the plat. Provide a note referencing the aforementioned restrictions on the face of the plat.
7. Note 14 on page 1 of the plat states, "Based upon the title opinion letter this property is affected by restrictions, conditions, reservations, easements, and other matters contained on the plat of Alachua Realty Co's Addition to the City of Alachua, Florida..." The title opinion letter from James D. Salter, Esq., dated April 12, 2013, does not reflect this statement. Correct the discrepancy and revise accordingly.
8. Reference comments on the attached redlined Draft Subdivider's Agreement.
9. Reference comments on the attached redlined Draft Certificate of Concurrency Compliance.

***Concurrency Impact Analysis***

10. Revise the Concurrency Impact Analysis to reflect the change in the number of units included in Phase 1C (31 units).
11. Identify the source of all data utilized in the Concurrency Impact Analysis.
12. Revise the Affected Roadway Segments table in the Concurrency Impact Analysis to identify Segment 8 as an affected roadway segment.

13. Revise the trip distribution for each affected roadway segment as follows: Traffic Distribution – Segment 5: 100%; Segment 3/4: 75%; Segment 8: 10%; Segment 9: 10%.
  - a. Revise the projected trip generation for each roadway segment accordingly.
  - b. Identify the trip distribution to each affected roadway segment as a footnote.
  - c. Identify the source of the maximum service volume, existing traffic, and reserved trips as a footnote.
  
14. Long range enhancements to sanitary sewer facilities are not funded in the City's capital improvements plan. This information is provided in the City's Development Monitoring Reports only as an informational item, and therefore this data should not be cited in the Concurrency Impact Analysis. Revise accordingly.
  
15. Policy 1.1.d of the Community Facilities & Natural Groundwater Aquifer Recharge Element establishes the Level of Service (LOS) standard for sanitary sewer facilities as 250 gallons per day per residential unit. Revise the Concurrency Impact Analysis to utilize the aforementioned LOS standard.
  
16. The US Census Bureau indicates that the number of persons per household for the City of Alachua, from 2007-2011, is 2.35 persons per household. Revise solid waste and recreation impacts accordingly.



# ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

April 16, 2013

The City of Alachua Planning & Community Development Department  
Attention: Justin Tabor  
P.O. Box 9  
Alachua, FL 32616-0009

**Re: Review of Baywood – Phase IC Final Plat**

I have reviewed the Final Plat of “Baywood – Phase IC” for conformity to Florida Statutes Chapter 177, Part 1, Platting, and find it to be in conformance with all Sections and Subsections except those listed and following hereon:

Subsection 177.091

- (4) There is no stated or graphic scale on Sheet 1.
- (5) The professional surveyor’s name is not shown on Sheet 2.
- (6) A prominent “North arrow” is not shown on Sheet 1.
- (7) On Sheet 1, Permanent Control Points are shown, as per the legend, on the Boundary corners where P.R.M.’s are required.  
Note: The legal description calls for a 4” x 4” concrete monument, RLS 509 at the N.E. corner of Block 15 (N.E. corner of Lot 87), whereas Sheet 1 shows a P.C.P. and Sheet 2 shows a 5/8” rebar and cap stamped “PRM LB 5075”.
- (8) There should be a P.C.P. shown on the centerline at the west end of N.W. 163<sup>rd</sup> Place.
- (11) & (14) The third call along the boundary of Baywood Phase IB at the end of the legal description calls for 54.94 feet. This line is dimensioned as 54.93 feet on Sheets 1 and 2.  
The north lines of Lots 87, 88, 89, 90, 91 and 92 should be labeled ‘Northerly line of Block 15’ as called for in the legal description
- (17) The plat name subtitles beneath the primary plat name are not the same on Sheets 1 and 2. There is no replat information in the subtitle on Sheet 1.
- (22) There is no curve information for the centerline curve at the west end of N.W. 163<sup>rd</sup> Place.

(25) The Drainage Easements on Lots 77 and 78 are not included in the Owner's Certification and Dedication. Are these Drainage Easements Public or are they going to be dedicated to the Homeowner's Association?

Note: In the Dedication, the Common Open Spaces are conveyed to the Baywood Phase I "Owner's Association". Shouldn't they be conveyed to the Homeowner's Association?

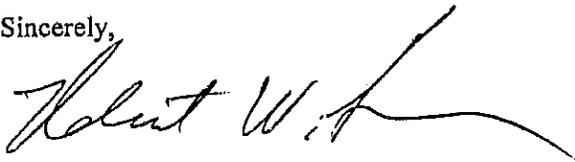
(29) The abbreviations of the curve elements, L, R, D, R, CHB and CHD are not listed in the legend or a Table of Abbreviations.

Note: I do not find any Common Open Spaces shown on the Plat as referenced to in Note 9 of the Surveyor's Notes on Sheet 1 or in the Owner's Certification and Dedication.

In addition to these exceptions, I find these errors:

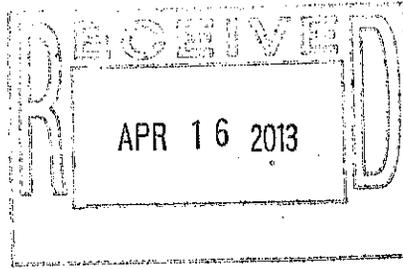
- 1.) Surveyor's Note 8 states to "see Sheets Two and Three."  
Note: This plat consists of only 2 sheets.
- 2.) The Surveyor's Certification at the bottom of Sheet 1 states that this plat "is located in Sections 10 and 15"; This plat is located wholly within Section 10.
- 3.) The 40' R/W along the North boundary of Baywood – Phase IC is labeled "Taft Street" on Sheet 1 and "Tust Street" on Sheet 2. I have viewed the scanned copy of the original plat and cannot determine which is correct.

Sincerely,



Robert W. Graver, P.S.M. 4239  
Eng, Denman & Associates, Inc.  
2404 NW 43<sup>rd</sup> Street  
Gainesville, FL 32606  
L.B. 2389





# Salter • Feiber

ATTORNEYS AT LAW

3940 NW 16th Boulevard, Bldg. B  
Gainesville, Florida 32605

P.O. Box 357399  
Gainesville, Florida 32635

T: 352.376.8201 F: 352.376.7996

www.salterlaw.net

April 12, 2013

City of Alachua  
c/o Marion Rush, City Attorney  
Rush & Glassman  
11 SE 2<sup>nd</sup> Avenue  
Gainesville, FL 32601

Attention: Marion Rush, Esquire

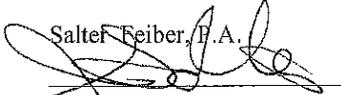
In re: Proposed plat of Baywood - Phase 1C

Dear Ladies and Gentlemen:

Pursuant to the requirements of Florida Statute 177 and of the City of Alachua for the platting of lands in Alachua County, Florida, and the recording of said plats, this letter is written as a statement of the condition of the title of the Property as of the date of this opinion. I have examined the legal description for the proposed plat of Baywood - Phase 1C, a copy of which is attached hereto as Exhibit "A" and find it to be accurate and further find that title to the Property as of the date of this opinion is as follows:

1. Title is vested in Alachua Development Co., LLC, a Florida limited liability company.
2. Mortgage in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1298, Public Records of Alachua County, Florida.
3. Assignment of Leases, Rents and Profits in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1320, Public Records of Alachua County, Florida.
4. Financing Statement in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1330, Public Records of Alachua County, Florida.
5. The loan from Great Florida Bank and the documents set forth in 2., 3. and 4 above referencing the same having been assigned to Capital City Bank by assignment recorded in O. R. Book 3881, Page 644 of the Public Records of Alachua County, Florida, and Capital City Bank is now the owner and holder of this loan and the documents evidencing the same and it the mortgagee of record.

Sincerely yours

Salter Feiber, P.A.  
  
James D. Salter



*Focused on Excellence  
Delivered with Integrity*

## LEGAL DESCRIPTION

### EXHIBIT "A"

March 28, 2013  
BAYWOOD PHASE 1C  
9.612 ACRE TRACT (Part of Tax Parcel 03067-006-000)  
JOB NO. 13-0111

#### LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND CONTAINING A PORTION OF ALACHUA REALTY CO.'S ADDITION (PLAT BOOK "A", PAGE 100) AND ADJACENT LANDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF LOT 68 OF BAYWOOD PHASE 1B, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78 THROUGH 79 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID PHASE 1B; (1) SOUTH  $01^{\circ}00'53''$  WEST, A DISTANCE OF 95.50 FEET; (2) THENCE NORTH  $83^{\circ}16'29''$  WEST, A DISTANCE OF 50.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $46^{\circ}00'53''$  WEST, 35.36 FEET; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH  $88^{\circ}59'07''$  WEST, A DISTANCE OF 85.50 FEET; THENCE NORTH  $01^{\circ}00'53''$  EAST, A DISTANCE OF 189.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 154.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $14^{\circ}31'44''$  EAST, 72.21 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}01'43''$ , AN ARC DISTANCE OF 72.88 FEET TO THE END OF SAID CURVE; THENCE NORTH  $28^{\circ}02'36''$  EAST, A DISTANCE OF 60.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1012.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $18^{\circ}41'44''$  EAST, 328.91 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $18^{\circ}41'43''$ , AN ARC DISTANCE OF 330.37 FEET TO THE END OF SAID CURVE; THENCE NORTH  $88^{\circ}59'07''$  WEST, A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 325.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $85^{\circ}50'10''$  WEST, 35.71 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $06^{\circ}17'55''$ , AN ARC DISTANCE OF 35.73 TO THE END OF SAID CURVE; THENCE NORTH  $09^{\circ}56'14''$  EAST, A DISTANCE OF 50.06 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE NORTHERLY WITH A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $86^{\circ}04'29''$  EAST, 27.93 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $05^{\circ}49'15''$ , AN ARC DISTANCE OF 27.94 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $88^{\circ}59'07''$  EAST, A DISTANCE OF 88.14 FEET; THENCE NORTH  $01^{\circ}00'53''$  EAST, A DISTANCE OF 115.79 FEET TO THE NORTHERLY LINE OF BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH  $89^{\circ}19'56''$  EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 390.40 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHEAST CORNER OF SAID BLOCK 15; THENCE

SOUTH 00°54'59" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 15, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 396.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 16 OF THE AFOREMENTIONED ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA; THENCE NORTH 89°20'17" EAST, ALONG THE NORTHERLY LINE OF BLOCK 17 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.83 FEET TO THE NORTHWEST CORNER OF COMMON OPEN SPACE "B" AND DRAINAGE EASEMENT AS SHOWN ON THE AFOREMENTIONED PLAT OF BAYWOOD PHASE 1B; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF SAID BAYWOOD PHASE 1B; (1) SOUTH 32°15'39" EAST, A DISTANCE OF 144.24 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 230.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°37'23" EAST, 131.99 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°16'32", AN ARC DISTANCE OF 133.87 FEET TO THE POINT OF TANGENCY; (3) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 54.94 FEET; (4) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 115.50 FEET; (5) THENCE NORTH 83°54'59" WEST, A DISTANCE OF 50.20 FEET; (6) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 522.96 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.612, ACRES MORE OR LESS.



# City of Alachua

TRACI L. CAIN  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN, AICP

April 9, 2013

**VIA HAND DELIVERY**

Sergio Reyes, P.E.  
Eng, Denman, & Associates, Inc.  
2404 NW 43<sup>rd</sup> Street  
Gainesville, FL 32606

RE: Review of Baywood Phase 1C Final Plat

The City of Alachua Planning & Community Development Department requests your firm conduct a review of the attached subdivision plat for consistency with Chapter 177, Florida Statutes.

Please provide comments by **9:00 AM on April 17, 2013**, so that your comments may be incorporated into the City's review of this application.

If you have any questions regarding this application, please contact me at 386-418-6100 x 107.

Sincerely,

Justin Tabor, AICP  
Principal Planner

c: Kathy Winburn, AICP, Planning & Community Development Director  
Project File



# City of Alachua

TRACI L. CAIN  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN, AICP

April 8, 2013

Aaron Hickman, PLS  
Causseaux, Hewett, & Walpole, Inc.  
132 NW 76<sup>th</sup> Drive  
Gainesville, FL 32607

RE: Completeness Review of Baywood Phase 1C Final Plat

Dear Mr. Hickman:

On April 2, 2013, the City of Alachua received your application for the final plat of Baywood Phase 1C, which proposes to subdivide ±9.612 acres (a portion of Tax Parcel Number 03067-006-000) into a total of 38 lots.

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned application for completeness and finds that the following information is needed.

**The comments below are based solely on a preliminary review of your application for completeness.** Detailed comments will be provided at the Development Review Team (DRT) Meeting, which will be scheduled upon satisfaction of the application's completeness review deficiencies, as indicated below.

In order to provide a complete application, you must address the following:

## **Application and Supporting Document Submittal Requirements**

### **Initial Application Submittal:**

Number of Copies (all materials) – 9; 1 CD with PDF copy  
Must be submitted at time of application submittal.

**Action Needed to Address Deficiency:** The applicant has provided nine (9) copies of the plat and boundary survey, however, only one (1) copy of the Subdivision Application, all required attachments, and other supporting documentation has been provided. To facilitate Development Review Team (DRT) Meeting review, the applicant must provide eight (8) additional sets of the Subdivision Application, all required attachments, and other supporting documentation.

**Attachment #2**

Plans, to include buy not be limited to:

- x. Title certification as required by Chapter 177, Florida Statutes.

**Action Needed to Address Deficiency:** The applicant has provided a letter from James D. Salter of Salter-Feiber, Attorneys at Law, dated April 2, 2013 and stating that a plat search has been ordered from First American Title Insurance Company. The aforementioned letter provides a statement of the condition of the title of the property which is expected to be found within the plat search, however, acknowledges that an opinion pursuant to Chapter 177, Florida Statutes must be provided. In order to review the plat, the applicant must provide a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or certification must also show all mortgages not satisfied or released of record nor otherwise terminated by law.

**Attachment #5**

Legal description with tax parcel number.

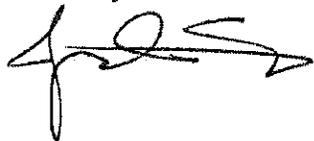
**Action Needed to Address Deficiency:** Provide a document which contains the legal description with tax parcel number on 8.5" by 11" paper.

Additional Comments:

A detailed review of the plat and all application materials will be conducted prior to the Development Review Team (DRT) Meeting, and any necessary revisions to these materials will be requested at that time.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 107 or via e-mail at [jtabor@cityofalachua.com](mailto:jtabor@cityofalachua.com). We look forward to receiving your revised application.

Sincerely,



Justin Tabor, AICP  
Principal Planner

- c: Kathy Winburn, AICP, Planning & Community Development Director
- Brandon Stubbs, Planner
- File



# City of Alachua

TRACI L. CAIN  
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT  
DIRECTOR KATHY WINBURN, AICP

## INTER-OFFICE COMMUNICATION

**Date:** April 8, 2013

**To:** Kathy Winburn, AICP  
Planning & Community Development Director

**From:** Justin Tabor, AICP *JT*  
Principal Planner

**RE:** Completeness Review for Baywood Phase 1C Final Plat

---

I have reviewed the aforementioned application for completeness, pursuant to Section 2.2.6, *Determination of Completeness*, of the Land Development Regulations (LDRs), and submit the following comments based on the information required by the Subdivision Application and the Planning Department's submission policies.

*In order to provide a complete application, the applicant must address the following:*

### **Application and Supporting Document Submittal Requirements**

#### *Initial Application Submittal:*

Number of Copies (all materials) – 9; 1 CD with PDF copy  
Must be submitted at time of application submittal.

**Action Needed to Address Deficiency:** The applicant has provided nine (9) copies of the plat and boundary survey, however, only one (1) copy of the Subdivision Application, all required attachments, and other supporting documentation has been provided. To facilitate Development Review Team (DRT) Meeting review, the applicant must provide eight (8) additional sets of the Subdivision Application, all required attachments, and other supporting documentation.

#### **Attachment #2**

Plans, to include buy not be limited to:

- x. Title certification as required by Chapter 177, Florida Statutes.

**Action Needed to Address Deficiency:** The applicant has provided a letter from James D. Salter of Salter-Feiber, Attorneys at Law, dated April 2, 2013 and stating that a plat search has been ordered from First American Title Insurance Company. The aforementioned letter provides a statement of the condition of the title of the property which is expected to be found within the plat search, however, acknowledges that an opinion pursuant to Chapter

177, Florida Statutes must be provided. In order to review the plat, the applicant must provide a title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or certification must also show all mortgages not satisfied or released of record nor otherwise terminated by law.

**Attachment #5**

Legal description with tax parcel number.

***Action Needed to Address Deficiency:*** Provide a document which contains the legal description with tax parcel number on 8.5" by 11" paper.

*Additional Comments:*

A detailed review of the plat and all application materials will be conducted prior to the Development Review Team (DRT) Meeting, and any necessary revisions to these materials will be requested at that time.

c: Brandon Stubbs, Planner  
Project File

# Salter • Feiber

ATTORNEYS AT LAW

3940 NW 16th Boulevard, Bldg. B  
Gainesville, Florida 32605

P.O. Box 357399  
Gainesville, Florida 32635

T: 352.376.8201 F: 352.376.7996

www.salterlaw.net

April 2, 2013

City of Alachua  
c/o Marion Rush, City Attorney  
Rush & Glassman  
11 SE 2<sup>nd</sup> Avenue  
Gainesville, FL 32601

Attention: Marion Rush, Esquire

In re: Proposed plat of Baywood - Phase 1C by Alachua Development Co., LLC

Dear Ladies and Gentlemen:

I have ordered a plat search from First American Title Insurance Company which I expect to have by the end of this week. I am fully familiar with the real property described on attached Exhibit "A" and when I receive the plat search I will immediately issue a final plat opinion pursuant to the requirements of Florida Statute 177 and of the City of Alachua for the platting of lands in Alachua County, Florida, and the recording of said plats. In the mean time I am sending this letter as a statement of the condition of the title of the Property I expect to find upon receipt of the plat search, which is:

1. It will show title is vested in Alachua Development Co., LLC, a Florida limited liability company.
2. It will show a Mortgage in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1298, Public Records of Alachua County, Florida.
3. It will show an Assignment of Leases, Rents and Profits in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1320, Public Records of Alachua County, Florida.
4. It will show a Financing Statement in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1330, Public Records of Alachua County, Florida.
5. It will show that the loan from Great Florida Bank and the documents set forth in 2., 3. and 4 above referencing the same have been assigned to Capital City Bank by assignment recorded in O. R. Book 3881, Page 644 of the Public Records of Alachua County, Florida, and that Capital City Bank is now the owner and holder of this loan and the documents evidencing the same and it the mortgagee of record.

Sincerely yours

Salter Feiber, P.A.

James D. Salter



*Focused on Excellence  
Delivered with Integrity*

April 2, 2013

City of Alachua  
Justin Tabor  
P.O. Box 9  
Alachua, FL 32615

RE: Baywood Phase 1C  
Final Plat Submittal

Dear Justin:

Enclosed please find the following documents for your review and recommendation of approval to the City Commission for Phase 1C Plat of Baywood:

- 1) Final Plat Application (Major);
- 2) Check for \$3,600.00 for application fees;
- 3) Property Owner's Affidavit;
- 4) Preliminary Title Opinion Letter;
- 5) Recorded copy of the Homeowner's Association documents;
- 6) Proof of registration of Homeowner's Association;
- 7) Proof of payment of taxes;
- 8) Subdividers Agreement;
- 9) Environmental Resource Permit (SRWMD), expired, Baywood 1 approval, infrastructure completed;
- 10) Analysis of Consistency with City of Alachua Comp Plan;
- 11) Certificate of Concurrence;
- 12) City of Alachua Public School Generation Form;
- 13) Dedication of Common Areas to HOA;
- 14) Boundary Survey (9 copies signed and sealed);
- 15) Plat Map (9 copies 24"x36");
- 16) One (1) set property owner's labels within 400 feet of project; and,
- 17) CD containing a PDF of all documents.

We trust the above is sufficient for your review and subsequent recommendation for approval to the City Commission. Please call me with any questions or additional information that you need to process this plat application.

Sincerely,  
*Causseaux, Hewett, & Walpole, Inc.*

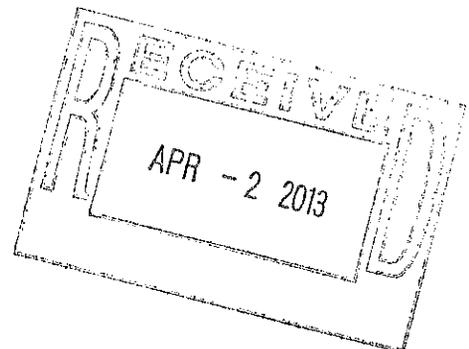
  
Aaron H. Hickman, PLS  
Project Surveyor

cc: Marv Smollar

H:\2013\13-0111\Final Plat Submittal\App Cover Letter 032713.doc

132 NW 76th Drive  
Gainesville, Florida 32607

Phone: (352) 331-1976  
Fax: (352) 331-2476  
www.chw-inc.com





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## LEGAL DESCRIPTION

March 28, 2013  
BAYWOOD PHASE 1C  
9.612 ACRE TRACT (Part of Tax Parcel 03067-006-000)  
JOB NO. 13-0111

### LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND CONTAINING A PORTION OF ALACHUA REALTY CO.'S ADDITION (PLAT BOOK "A", PAGE 100) AND ADJACENT LANDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF LOT 68 OF BAYWOOD PHASE 1B, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78 THROUGH 79 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID PHASE 1B; (1) SOUTH 01°00'53" WEST, A DISTANCE OF 95.50 FEET; (2) THENCE NORTH 83°16'29" WEST, A DISTANCE OF 50.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°00'53" WEST, 35.36 FEET; (3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°59'07" WEST, A DISTANCE OF 85.50 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 189.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 154.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°31'44" EAST, 72.21 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°01'43", AN ARC DISTANCE OF 72.88 FEET TO THE END OF SAID CURVE; THENCE NORTH 28°02'36" EAST, A DISTANCE OF 60.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1012.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°41'44" EAST, 328.91 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°41'43", AN ARC DISTANCE OF 330.37 FEET TO THE END OF SAID CURVE; THENCE NORTH 88°59'07" WEST, A DISTANCE OF 57.15 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 325.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°50'10" WEST, 35.71 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°17'55", AN ARC DISTANCE OF 35.73 TO THE END OF SAID CURVE; THENCE NORTH 09°56'14" EAST, A DISTANCE OF 50.06 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE NORTHERLY WITH A RADIUS OF 275.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°04'29" EAST, 27.93 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°49'15", AN ARC DISTANCE OF 27.94 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°59'07" EAST, A DISTANCE OF 88.14 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 115.79 FEET TO THE NORTHERLY LINE OF BLOCK 15, OF ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 89°19'56" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 390.40 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHEAST CORNER OF SAID BLOCK 15; THENCE SOUTH 00°54'59" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 15, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 396.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 16 OF THE AFOREMENTIONED ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA;

THENCE NORTH 89°20'17" EAST, ALONG THE NORTHERLY LINE OF BLOCK 17 OF SAID ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.83 FEET TO THE NORTHWEST CORNER OF COMMON OPEN SPACE "B" AND DRAINAGE EASEMENT AS SHOWN ON THE AFOREMENTIONED PLAT OF BAYWOOD PHASE 1B; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE BOUNDARY OF SAID BAYWOOD PHASE 1B; (1) SOUTH 32°15'39" EAST, A DISTANCE OF 144.24 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 230.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°37'23" EAST, 131.99 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°16'32", AN ARC DISTANCE OF 133.87 FEET TO THE POINT OF TANGENCY; (3) THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 54.94 FEET; (4) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 115.50 FEET; (5) THENCE NORTH 83°54'59" WEST, A DISTANCE OF 50.20 FEET; (6) THENCE NORTH 88°59'07" WEST, A DISTANCE OF 522.96 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.612, ACRES MORE OR LESS.

**2013 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L05000047244

**Entity Name:** ALACHUA DEVELOPMENT CO., LLC

**FILED**  
**Jan 28, 2013**  
**Secretary of State**

**Current Principal Place of Business:**

16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

**Current Mailing Address:**

16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

**FEI Number:** 51-0543569

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SMOLLAR, MARVIN  
16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Manager/Member Detail Detail :**

Title MGRM  
Name ALACHUA MANAGEMENT CO., LLC  
Address 16469 BRIDLEWOOD CIRCLE  
City-State-Zip: DELRAY BEACH FL 33445

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MARVIN SMOLLAR

**REGISTERED AGENT**

**01/28/2013**

\_\_\_\_\_  
Electronic Signature of Signing Manager/Member Detail

\_\_\_\_\_  
Date

**2013 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L05000048759

**FILED**  
**Mar 21, 2013**  
**Secretary of State**

**Entity Name:** ALACHUA MANAGEMENT CO., LLC

**Current Principal Place of Business:**

16469 BRIDLEWOOD CIR.  
DELRAY BEACH, FL 33445

**Current Mailing Address:**

16469 BRIDLEWOOD CIR.  
DELRAY BEACH, FL 33445

**FEI Number:** 51-0543099

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SMOLLAR, MARVIN  
16469 BRIDLEWOOD CIR.  
DELRAY BEACH, FL 33445 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Manager/Member Detail Detail :**

Title MGRM  
Name SMOLLAR, MARVIN  
Address 16469 BRIDLEWOOD CIR.  
City-State-Zip: DELRAY BEACH FL 33445

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MARVIN SMOLLAR

MGRM

03/21/2013

\_\_\_\_\_  
Electronic Signature of Signing Manager/Member Detail

\_\_\_\_\_  
Date

**2013 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N06000009366

**Entity Name:** BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

**FILED**  
**Jan 28, 2013**  
**Secretary of State**

**Current Principal Place of Business:**

16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

**Current Mailing Address:**

16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

**FEI Number:** 26-1887650

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SMOLLAR, MARVIN  
16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail Detail :**

Title           D  
Name           SMOLLAR, MARVIN  
Address        16469 BRIDLEWOOD CIRCLE  
City-State-Zip: DELRAY BEACH FL 33445

Title           D  
Name           SMOLLAR, ROBIN  
Address        16469 BRIDLEWOOD CIRCLE  
City-State-Zip: DELRAY BEACH FL 33445

Title           D  
Name           SALTER, JAMES  
Address        3940 NW 16TH BLVD, BLDG. B  
City-State-Zip: GAINESVILLE FL 32635

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MARVIN SMOLLAR

**DIRECTOR**

**01/28/2013**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

August 12, 2013

IRREVOCABLE LETTER OF CREDIT NO: 9611207354

Alachua City Commission, as Beneficiary  
City of Alachua  
15100 NW 142<sup>nd</sup> Terrace  
Alachua, Florida 32615

Dear Commissioners:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Alachua Development Co., LLC, a Florida limited liability company herein after referred to as "Applicant", for the aggregate sum of \$24,638.00 (USD Twenty Four Thousand Six Hundred and Thirty Eight and 00/100) which amount is payable by your draft at sight, when accompanied by the following documents:

1. This Original Irrevocable Letter of Credit (Maintenance Bond):
2. Notarized statement signed by the Alachua City Manager reading as follows: "The Applicant has failed to maintain and repair all improvements to property in a Project referred to as "Baywood Phase 1C" in that certain Sub-divider's Agreement signed on or about August 12, 2013, between the City of Alachua and Applicant as required by the City of Alachua's Land Development Regulations."

This Irrevocable Letter of Credit expires within one year of the issuance date, as provided by said Sub-divider's Agreement whichever shall occur first. If the expiration is a banking holiday, then presentation and demand for payment may be made on the next non-banking holiday.

All drafts drawn hereunder must state "Drawn under Capital City Bank, Letter of Credit No. 9611207354, dated August 12, 2013."

This Letter of Credit may be presented at the Office of Capital City Bank, located at 4040 NW 16th Blvd, Gainesville, FL 32605; phone no. 352-337-2236

Partial drawings are allowed under this credit as long the total aggregate amount does not exceed the amount of this credit. In the event of partial drawing we would send a statement to the City of Alachua Attn: City Manager with the outstanding balance under the Credit after the drawing.

We hereby agree to honor each of your drafts drawn under and in compliance with the terms of this Letter of Credit, if duly presented together with the documents specified at the office stated above on or before the expiration date.

Except as stated herein, this undertaking is not subject to any conditions or qualification. The obligation of the Bank under this Letter of Credit is the individual obligation of the Bank and it is in no way contingent upon reimbursement with respect thereto.

It is hereby agreed by all parties hereto between Alachua Development Co., LLC, and the City of Alachua is for identification purposes only and such reference shall not be construed in any manner to require the Bank to inquire into its terms and conditions.

Bank and any negotiating bank or bankers are authorized to accept any documents presented in conjunction with this Letter as binding and correct without investigation or responsibility for the accuracy, veracity, conclusory correctness or validity of the same or any part thereof.

Fraud and Forgery: Bank's obligation hereunder shall not be affected by any circumstance, claim or defense of any party as to the performance, default or enforceability of any obligation between Beneficiary and Customer. Bank will honor all properly drawn and presented drafts on this Letter, and will not refuse payment on any such draft for any reason, including forgery or other fraud in the presentment of the draft unless Bank itself has actual and direct knowledge of such forgery or fraud or the forgery or fraud is obvious and apparent from the form of the draft. Under no circumstances will Bank fail to honor a draft on the Letter because of any allegation of fraud or nonperformance as to Customer's underlying agreement with Beneficiary. Bank's awareness of Customer's intent to obtain an injunction against honor will not be grounds for Bank to stop processing a properly drawn and presented draft on the Letter.

The right to draw under this Letter is not transferable or assignable. However, the right to future proceeds, if any, from the Letter may be assigned, but only as provided in the Uniform Commercial Code.

This Letter is subject to the Uniform Commercial Code in force in Florida on the date of this Letter.

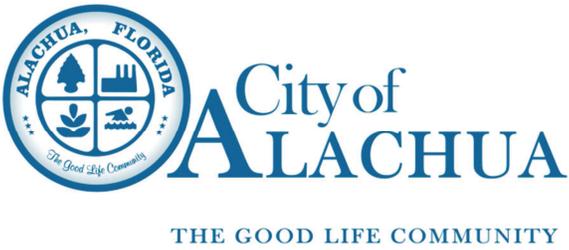
By accepting this Letter, both Beneficiary and Customer agree that the place of execution and performance of this Letter is in the county and state where Bank is located. Beneficiary and Customer agree to submit to the jurisdiction of the courts of the county where Bank is located and agree that venue of any action relating to this Letter shall also be in said county.

CAPITAL CITY BANK

By: \_\_\_\_\_  
Alex Milton  
Its: Vice President

ATTEST:

By: \_\_\_\_\_



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

# Subdivision Application

Reference City of Alachua Land Development Regulations Article 2.4.10

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

## A. PROJECT

1. Project Name: Baywood Phase 1C
2. Address of Subject Property: 15615 NW US Highway 41, Alachua, FL
3. Parcel ID Number(s): 03067-006-000
4. Existing Use of Property: Vacant Residential
5. Future Land Use Map Designation : Medium Density Residential
6. Zoning Designation: RSF6
7. Acreage: 9.612

## B. APPLICANT

1. Applicant's Status  Owner (title holder)  Agent
2. Name of Applicant(s) or Contact Person(s): Aaron H. Hickman, PLS Title: Project Surveyor  
Company (if applicable): CHW, Inc.  
Mailing address: 132 NW 76th Drive  
City: Gainesville State: Florida ZIP: 32607  
Telephone: (352)331-1976 FAX: (352)331-2476 e-mail: aaronh@chw-inc.com
3. If the applicant is agent for the property owner\*:  
Name of Owner (title holder): Alachua Development Company, LLC  
Mailing Address: 16469 Bridlewood Circle  
City: Delray Beach State: Florida ZIP: 33445

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

## C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property?  Yes  No  
If yes, list names of all parties involved: \_\_\_\_\_  
If yes, is the contract/option contingent or absolute?  Contingent  Absolute

## D. ATTACHMENTS

### Preliminary Plat Attachments:

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

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

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

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

- 2. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
- 3. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
- 4. Existing and/or proposed covenants and restrictions.
- 5. Two (2) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
- 6. Neighborhood Meeting Materials, including:
  - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
  - ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
  - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
- 7. City of Alachua Public School Student Generation Form
- 8. Legal description with tax parcel number.
- 9. Proof of ownership.
- 10. Proof of payment of taxes.
- 11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
- 12. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
- 13. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).
- 14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review or additional reviews of the application beyond will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

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

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

**Construction Plans Attachments:**

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

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

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
5. Legal description with tax parcel number.
6. Proof of ownership.
7. Proof of payment of taxes.
8. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District.
9. If access is from a County Road, access management permit from Alachua County Public Works (or documentation providing evidence that a permit application has been submitted).
10. If access is from a State Road, access management permit from Florida Department of Transportation (or documentation providing evidence that a permit application has been submitted).

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

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

## **Final Plat Attachments:**

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

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

3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
5. Legal description with tax parcel number.
6. City of Alachua Public School Student Generation Form.
7. One (1) set (two [2] sets for Minor Subdivisions) of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).





## PROPERTY OWNER AFFIDAVIT

Owner Name: Alachua Development Company, LLC				
Address: 16469 Bridlewood Circle Delray Beach, FL 33445		Phone: 561-499-0411		
Agent Name:				
Address:		Phone:		
Parcel No.: 03067-006-000				
Acreage:		S:10	T:8	R:18
Requested Action: Major Subdivision – Final Plat				
Special Use Permit				

**I hereby certify that:**

I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.

**Alachua Development Co., LLC**, by its Managing Member  
Alachua Management Co., LLC, by its Managing Member  
Marvin Smollar

Property owner signature: \_\_\_\_\_

Printed name: Marvin Smollar

Date: March , 2013

The foregoing affidavit is acknowledged before me this 28 day of March, 2013, by Marvin Smollar, who has/have produced his Florida Driver's License as identification.

NOTARY SEAL

Signature of Notary Public, State of Florida



# Salter • Feiber

ATTORNEYS AT LAW

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April 2, 2013

City of Alachua  
c/o Marion Rush, City Attorney  
Rush & Glassman  
11 SE 2<sup>nd</sup> Avenue  
Gainesville, FL 32601

Attention: Marion Rush, Esquire

In re: Proposed plat of Baywood - Phase 1C by Alachua Development Co., LLC

Dear Ladies and Gentlemen:

I have ordered a plat search from First American Title Insurance Company which I expect to have by the end of this week. I am fully familiar with the real property described on attached Exhibit "A" and when I receive the plat search I will immediately issue a final plat opinion pursuant to the requirements of Florida Statute 177 and of the City of Alachua for the platting of lands in Alachua County, Florida, and the recording of said plats. In the mean time I am sending this letter as a statement of the condition of the title of the Property I expect to find upon receipt of the plat search, which is:

1. It will show title is vested in Alachua Development Co., LLC, a Florida limited liability company.
2. It will show a Mortgage in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1298, Public Records of Alachua County, Florida.
3. It will show an Assignment of Leases, Rents and Profits in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1320, Public Records of Alachua County, Florida.
4. It will show a Financing Statement in favor of Great Florida Bank recorded in O.R. Book 3168, Page 1330, Public Records of Alachua County, Florida.
5. It will show that the loan from Great Florida Bank and the documents set forth in 2., 3. and 4 above referencing the same have been assigned to Capital City Bank by assignment recorded in O. R. Book 3881, Page 644 of the Public Records of Alachua County, Florida, and that Capital City Bank is now the owner and holder of this loan and the documents evidencing the same and it the mortgagee of record.

Sincerely yours

Salter Feiber, P.A.

James D. Salter

Record & return to:  
James D. Salter, Esq.  
P.O. Box 357399  
Gainesville, FL 32635

Baywood Hills Declaration of Covenants, Restrictions and Easements

Record 2nd

**BAYWOOD HILLS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

2007 JAN 16 09:31 AM BK 3529 PG 1172

THIS DECLARATION is made this 28th day of August, 2006, by ALACHUA DEVELOPMENT CO., LLC, a Florida Limited Liability Company ("Declarant")

CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK13 Receipt#314561

W.P.  
SFHM&M  
RETURN TO: ↑

**RECITALS**

- A. The Declarant is the owner of that certain property known as BAYWOOD HILLS located in Alachua County, Florida, described in Exhibit "A" hereto (the "Property").
- B. The Declarant intends that a community be created on the Property.
- C. The Declarant intends that various portions of the Property be set aside for the collective use of all or a segment of the owners and residents of the community to be created on the Property.
- D. In order to preserve and enhance the value of dwelling units and structures built on the Property and to promote the welfare of their Owner's and occupants, the Declarant desires to submit the Property to this Declaration.
- E. In order to facilitate the objectives described herein, the Declarant has formed a Florida not-for-profit corporation called BAYWOOD HILLS Owner's Association, Inc. ("Association"), which shall be responsible for the administration, enforcement and performance of certain duties under this Declaration.

NOW, THEREFORE, Declarant declares that the Property, together with such additions thereto as are hereafter made pursuant to Article 2 of this Declaration, shall be held, transferred, sold, conveyed, leased, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by this Declaration.

- 1 **DEFINITIONS.** The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:
  - 1.1 "Articles" means the Articles of Incorporation of the Association, which have been filed in the office of the Secretary of the State of Florida (a copy of which is attached hereto as Exhibit "B"), as amended from time to time.
  - 1.2 "Assessment" means any type of assessment, including, but not limited to lot landscaping, common area, reconstruction work, and capital improvement.
  - 1.3 "Association" means BAYWOOD HILLS Owners' Association, Inc., a Florida not-for-profit corporation, which is the entity responsible for the administration, enforcement and performance of certain duties under this Declaration.
  - 1.4 "Board" or "Board of Directors" means the Board of Directors of the Association.
  - 1.5 "Buffer Areas" means any strips of land of varying widths abutting the roads in the Property for portions or all of their entire length, notwithstanding that any such strips of land may lie within the Common Areas owned by the Association within the Property,



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which are designated for or intended to be used for landscaping, open space or pedestrian purposes. Declarant may establish a physical boundary between the Buffer Areas and such other Common Areas, but in the absence of such physical boundary, Declarant shall have the absolute right to determine the actual boundary and such determination shall be binding on the Associations and all affected associations and Owners within the Property. The fact that certain of such Buffer Areas are not legally described shall not affect their character as General Common Areas for purposes hereof.

- 1.6 "By-Laws" means the By-Laws of the Association adopted by the Board (a copy of which is set for as Exhibit "C" hereto), as amended from time to time.
- 1.7 "Recreational Facilities" means any recreation, social or fitness facilities located on portion of the General Common Areas and the Improvements thereto.
- 1.8 "Recreational Facilities Expenses" means the actual and estimated expenses of ownership, maintenance, management, operation, insurance, repair and replacement of any Recreational Facilities (including Reconstruction Assessments and Capital Improvements Assessments).
- 1.9 "Common Areas" means the General Common Areas.
- 1.10 "County" means Alachua County, Florida.
- 1.11 "Covenants" means the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by this Declaration.
- 1.12 "Declarant" means Alachua Development Co., LLC; a Florida Limited Liability Company, its successors and those assignees to which the Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.
- 1.13 "Declarant's Permittees" means the Declarant's officers, directors, partners, joint venturers (and the officers, directors and employees of any such partner or joint venturer), employees, beneficiaries, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees and those of any affiliate of the Declarant.
- 1.14 "Declaration" and "this Declaration" means "hereto", "hereof", "hereunder" and works of similar import shall refer to) this instrument as from time to time amended, together with any Supplemental Declarations thereto.
- 1.15 "Design Review Board" or "DRB" means the committee created pursuant to Article 10 hereof.
- 1.16 "General Common Areas" means the portions of the Property and together with the Improvements, landscaping and personal property thereon designed and intended for the common, non-exclusive use of the Owners and declared to be General Common Areas in this Initial Declaration or any Supplemental Declaration.
- 1.17 "General Common Expenses" means the actual and estimated expenses of ownership, maintenance, management, operation, insurance, repair and replacement of the General

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Common Areas (including unpaid General Common Assessments, Special Assessments, Reconstruction Assessments and Capital Improvements Assessments and including those expenses not paid by the Owner responsible for payment); Recreational Facilities Expenses; the costs of any and all commonly metered utilities, cable or master television charges, if any, and other commonly metered charges for the General Common Areas the costs of any commonly metered or bulk rate cable or master television and telecommunication charges for Units; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees; the costs of all utilities, gardening and other services benefiting the General Common Areas' the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering or connected with the General Common Areas or the Association; costs of bonding the members of the Board, officers of the Association and the Management company; costs of errors and omissions liability insurance for officers of the Association, members of the Board, members of the DRB and members of any committees appointed by the board; taxes paid by the Association, including real property taxes for the General Common Areas; amounts paid by the association for the discharge of any lien or encumbrance levied against the General Common Areas or any portion thereof; and the costs of any other item or items to designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the General Common Areas, the Association or for the benefit of the Owners.

- 1.18 "Improvement" means any structure or artificially created condition or appurtenance located on the Property, including, but not limited to, any unit, Unit additions and structural alterations, walkway, sprinkler pipe, road, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, landscaping, hedge, tree, planting, shrub, windbreak, pole, swimming pool, pool deck, tennis court, sign, screen enclosure, sewer, drain, disposal system, grading, paving, or exterior air-conditioning or water softener fixture or equipment.
- 1.19 "Initial Declaration" means (and, when following an Article, Section, page or Exhibit designation, the word "hereto" shall refer to) this Declaration as initially recorded in the County's Public Records.
- 1.20 "Lot" means any lot or tract on the various plats of portions of the Property which contains or is intended to contain a residential dwelling, which is not a General Common Area, or the common area/elements of a Neighborhood Association. The Declarant may declare property to be a "Lot" subject to these Covenants on a plat, replat or by any other recorded instrument to be and any other property hereafter declared as a Lot. To the extent Declarant is not the Owner of the property designated as Lots and made subject to this Declaration, then the designation shall be made by Declarant as joined by the Owner thereof.
- 1.21 "Lot Landscaping" means that portion of the grass, shrubs, trees and other landscaping materials [and irrigation lines and facilities] on each Lot maintained by the Lot Owner.
- 1.22 "Management Company" means the person, firm or corporation, if any, employed by the association as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.
- 1.23 "Master Plan" means the graphic representation of the proposed plan for development of the BAYWOOD HILLS Planned Unit Development, as approved by the City of Alachua,

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as amended from time to time. The Declarant reserves the right to alter or modify the Master Plan, as it deems desirable in its sole discretion.

- 1.24 "Member" means each Owner who is by virtue of his ownership of a Lot also a Member of the Association as hereinafter provided.
- 1.25 "Mortgage" means any mortgage on a Unit or Lot. "First Mortgage" means any recorded Mortgage with first priority or seniority over other Mortgages.
- 1.26 "Mortgagee" means any holder of a Mortgage. "First Mortgagee" means any holder of a First mortgage.
- 1.27 "Owner" means the person or persons or legal entity or entities holding fee simple title of record to any Lot situated within the Property, including the Declarant and sellers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation and purchasers under executory contracts of sale.
- 1.28 "Parcel" means any portion of the Property owned by the Declarant or a Participating Builder, which is zoned or shown on an applicable site, plan as being intended for residential use which has not been declared to be a Common Area.
- 1.29 "Participating Builder" means any person or entity which has a current contract of purchase with Declarant and which acquires any portion of the Property from the Declarant for the purpose of development and sale of one or more Units.
- 1.30 "Property" means any person or entity, which acquires any portion of the Property from the Declarant for the purpose of development and resale of one or more Units.
- 1.31 "BAYWOOD HILLS" means to the planned unit development, which is legally described in Exhibit "A" hereto.
- 1.32 "Supplemental Declaration" means any instrument recorded by the Declarant in the County's Public Records for the purpose of: adding additional Property to the Property; declaring certain Property to be Lots or Units; declaring certain Property to be General Common Areas; withdrawing Property from the Property, General Common Areas or otherwise amending or supplementing this Declaration.
- 1.33 "Unit" means the residential dwelling unit constructed on a Lot.
- 1.34 "Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or Improvement falls within any of the definitions set forth in this Article 1, the determination made by Declarant in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Declarant may also, by way of Supplemental Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of the Property in order to reflect any unique characteristics thereof. Provided, however, such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Property contemplated in this Declaration.

## 2 COMMON AREAS

- 2.1 Common Areas. Certain portions of the Property are designated as Common Area and

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are designed and intended for the common, non-exclusive use of the Declarant, the Owners of all Lots that may from time to time constitute part of the Property, and of the respective tenants, guests and invitees of the Declarant and the Owners, all as provided and regulated herein or otherwise by the association. Common Areas (when designated as such by Declarant) shall include, without limitation, private roadways, Recreational Facilities, Buffer Areas, entrance features, bus shelters, signs erected by Declarant to identify BAYWOOD HILLS, structures, water management facilities, open space, off-street parking areas, sidewalks and street lights, but excluding any public utility installations thereon and any other property of Declarant not intended to be made Common Areas. Common Areas may also include any special design or landscaping features lying within public rights-of-way as long as such items abut BAYWOOD HILLS even if they lie outside of the boundaries of BAYWOOD HILLS (such as landscaping and irrigation in median strips) or not otherwise owned or controlled by the Association; and such similar items or property which may hereafter be added by a deed conveying same to the Association or on a plat relating to such Common Area or in a Supplemental Declaration. Declarant shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities, as Declarant deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Declarant.

This Declaration is subject to any other easement currently of record, which affects any of the Property. Any easement in favor of the Association and its benefits and burdens shall be deemed a Common Area. Additionally, Declarant reserves on behalf of the Association the right to accept any easements in favor of the association over, under, across or through any portion of BAYWOOD HILLS or real property, which abuts or is adjacent to BAYWOOD HILLS and such easements, shall be deemed a Common Area to the extent of such easements created. Any real property shall be considered adjacent to or abutting BAYWOOD HILLS even though a street, lake or canal may lie between any of such Property.

Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of the Property, but such identification shall not be required in order for a portion of the Property to be Common Area hereunder.

In the event that Declarant determines that a particular portion of BAYWOOD HILLS is or is not a Common Area hereunder, such determination shall be binding and conclusive. It is specifically contemplated that the Common Areas may change from time to time in connection with changes in development plans and other factors not now known. Accordingly, references in this Declaration to the Common Areas shall be deemed to refer to same, as they may exist as of the relevant time.

2.2 Recreational Facilities. The Association will determine what if any Recreational Facilities shall be constructed on a portion of the Common Areas:

2.2.1 The Associations shall be responsible for the funding of any Recreational Facilities to be constructed.

2.2.2 The Recreational Facilities will be maintained by the Association in good working order, ordinary wear and tear excepted. Reasonable reserves for property and equipment replacements to the Recreational Facilities may be established in the budget of the Association each year in the sole discretion of the Board of Directors. Any reserve budgeted in any year which remains unused at the end of

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the year may be used for repairs or replacement in future years.

- 2.3 Ownership. The Declarant, or its successors and assigns, shall convey and transfer (or cause to be conveyed and transferred) by quitclaim deed, the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described, including, but not limited to, the Buffer Areas) to the Association, and the Association shall accept such conveyance, holding title for the Owners and Members as stated in the preceding sentence. The Association shall be responsible for the maintenance, insurance and operation of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without costs to the general taxpayers of the county. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the association shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of values of the Common Area) proportionally assessed against and payable as part of the taxes of the Lots within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any Improvements and any personal property thereon accruing from and after the date the Initial Declaration or Supplemental Declaration designating the portion of the Property as Common Areas was recorded. Such taxes shall be prorated between Declarant (or the then Declarant-affiliated Owner thereof) and the Association as of the date of such recordation.

### 3 BUFFER AREAS

- 3.1 Maintenance. Without limiting the generality of other applicable provisions hereof, the Buffer Areas shall be maintained by the Association, commencing with the date the Initial Declaration is recorded, in a continuous and satisfactory manner without cost to the general taxpayers of the County, and without direct, individual expense to the Owners of the Lots upon which the Buffer Areas are situated or abut, except for their share of the Common Expenses. Such maintenance shall extend to any street lighting fixtures and the payment for electricity consumed in their illumination, should such street lighting not be maintained by the City of Alachua. All work pursuant to this Article and all expenses hereunder shall be paid for by the association through Assessments imposed in accordance herewith. No Owner may waive his right to use or otherwise escape liability for Assessments for such maintenance under this Section.
- 3.2 Limitations on Use. The Buffer Areas shall be used for identification purposes, for landscaping, for a planting screen buffer and for installation and maintenance of underground utilities and lines, and shall not be used by Owners of the respective Lots for parking or for any other purposes.

### 4 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 4.1 Membership. Every person or entity who is an Owner shall be a Member of the Association. Notwithstanding the foregoing, any such person or entity that merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association.
- 4.2 Voting Rights. The Association shall have two (2) classes of Voting Members:
- 4.2.1 Class A. Class A Members shall be all Owners, with the exception of the

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Declarant A Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any personal or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

- 4.2.2 **Class B.** The Class B Members shall be the Declarant, and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the first to occur of the following events:
- 4.2.2.1 On January 1, 2016; or
- 4.2.2.2 Three months after ninety percent (90%) of the Lots in all phases of BAYWOOD HILLS that will ultimately be operated by the Association have been conveyed to Class A Members;
- 4.2.2.3 When the Declarant records a notice in the Public Records of Alachua County expressly terminating their Class B membership.

From and after the happening of these events, whichever occurs first, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for membership.

- 4.3 **Selection of Voting Members.** The person entitled to act as the Voting Member for an Owner shall be determined in accordance with the By-Laws.
- 4.4 **General Matters.** When reference is made in this Declaration, or in the Articles or By-Laws or other relevant documents to a majority or specific percentage of Owners, Members (or Voting Members), such reference shall be deemed to be reference to a majority or specific percentage of the Votes of Members represented by their respective Voting Members at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots. To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

## 5 **CERTAIN EASEMENTS**

- 5.1 **Members' Easements.** Each Member of the Association and each tenant, agent, guest or invitee of such Member, shall have a non-exclusive easement for the use and enjoyment of all General Common Areas in common with all other such Members of the Association, their tenants, agents, guests and invitees. All rights of use and enjoyment are subject to the following:
- 5.1.1 Easements over and upon the General Common Areas in favor of the Association and its Members shall not be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which the Property (or any applicable portions(s) thereof) are now or hereafter made subject.

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- 5.1.2 The Association has the right and obligation to levy Assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded.
- 5.1.3 The Association may suspend the right of an Owner and his tenants and invitees to use the Common Areas (except for legal access), the Recreational Facilities for any period during which any applicable Assessment remains unpaid.
- 5.1.4 A Member's right to use the Recreational Facilities, if any, situated on the Common Areas may be evidenced by the issuance of membership cards. All persons entitled to use the recreation facilities may be required to pay a reasonable charge annually for the issuance of such card and any replacement thereof as determined from time to time by the Association.
- 5.1.5 The Association may require that vehicles of all or certain types of Owners bear appropriate decals and may charge a reasonable fee for such decals.
- 5.1.6 The Association may adopt and enforce rules and regulations governing the use of the Common Areas and all facilities situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- 5.1.7 The Association has the right to reasonably limit the number of guests or invitees or Owners using the Common Areas.
- 5.1.8 The Association has the right with its Articles, By-Laws and this Declaration and with the vote or written assent of two-thirds (2/3) of the Voting Members, to borrow money for the purpose of improving the Common Areas and facilities. In aid of such financing, the Association may mortgage, pledge or hypothecate any or all of its real or personal property a security for money borrowed or debts incurred, provided that the rights of the Mortgagee in any such case shall be subordinate to the use of rights of the Owners.
- 5.1.9 Anything to the contrary in this Declaration notwithstanding, the Declarant shall have the right to permit persons other than Members, their tenants and invitees to use certain portions of the Common Areas and any recreational facilities that may be constructed thereon under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Association, provided that the number of persons so authorized by Declarant shall not exceed the total number of votes contemporaneously held by Declarant.
- 5.1.10 The Declarant and the Association shall have the right to grant and use general ("blanket") and specific easements over, under and through the Common Areas.
- 5.1.11 A Class A Member's right to use and enjoy the Common Areas and facilities shall extend to each permitted user's immediate family members who reside with him, subject to regulation from time to time by the Association in its rules and regulations.

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTY GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE 15 AND TO SECTIONS

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16.13 AND 16.16 HEREOF WHICH SHALL AT ALL TIMES APPLY THERETO.

- 5.2 Easements Appurtenant. The easements provided in Article 5 shall be appurtenant to and shall pass with the title to each Lot.
- 5.3 Utility Easements. Public utilities in the Common Areas for the service of the Property shall be installed underground except as otherwise permitted by Declarant.
- 5.4 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

## 6 COVENANT FOR MAINTENANCE ASSESSMENTS

- 6.1 Creation of the Lien and Personal Obligation for Assessments. Except as otherwise provided herein, each Owner of any Lot by acceptance of title to the Lot shall be deemed to covenant and agree to pay to the Association all Assessments. All such Assessments are to be fixed, established and collected from time to time as hereinafter provided. An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Unit or Lot against which the Assessments are made or otherwise. Owners shall be obligated to deliver the documents originally received from the Declarant, containing this and other declarations and documents, to any grantee of such Owners.
- 6.2 Budget. Prior to the beginning of each calendar year, the Board shall adopt a budget for such calendar year which shall estimate all of the General Common Expenses to be incurred by the Association during the fiscal year, which budget may provide reasonable reserves for replacement and deferred maintenance. The board shall then establish the Assessment for General Common Expenses for each Lot and shall notify each Owner in writing of the amount, and due dates of such Assessments.

The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, except as to emergency Assessments. The Association shall at that time prepare a roster of the Lots, the Owners thereof and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner or First Mortgagee. In the event no such notice of a new Assessment is given, the Assessment amounts payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

- 6.3 Assessment Rates and Commencement Dates. The general common assessments provided for in this Article 6 shall be at the rates and shall commence, as provided below:
- 6.3.1 Lots. All Lots shall be assessed at a uniform rate for General Common Expenses. Except as otherwise provided, each Lot within the Property shall be

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assessed at the full (i.e. 100%) rate commencing on the first (1st) day of the calendar month after the earlier of (1) the issuance of the certificate of occupancy (or its equivalent) for the Unit constructed on the Lot, or (2) upon the first occupancy of the Unit, whichever occurs first, or (3) Five months after the conveyance of the Lot by Declarant to a Participating Builder, at which time Participating Builder shall pay 25% of the monthly assessment until (1) or (2) occurs. Up to Five (5) model homes of different floor plans of a participating builder shall be exempt. No Unit shall be assessed separately from the Lot on which it is situated.

- 6.3.2 Recreational Facilities Expenses shall be Common Expenses of the Association and shall be assessed in accordance with Sections 6.3.1 and 6.6.

The Board of Directors may levy, from time to time, a Capital Improvement Assessment or Reconstruction Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital Improvement or other such addition upon the Recreational Facilities (including fixtures and personal property related thereto); provided that any such Assessments which in the aggregate exceed, the greater of [\$10,000.00] or 10% of the current operating budget for such Recreational Facilities during any one calendar year shall require the vote or written assent of a majority of the Board and a majority of the Owners. Any Capital Improvements costing less than the above mentioned amount shall be payable from the general budget. The Association shall give written notice of any meeting called for the purpose of taking any action under this paragraph. Notice shall be sent to all Owners not less than fourteen (14) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, the meeting may be rescheduled subject to the same notice requirement.

The due date of any capital improvement Assessment or reconstruction Assessment relating to the Recreational Facilities shall be fixed in the Board resolution authorizing such assessment.

- 6.3.3 Common Areas and Certain Other Property. No common Areas hereunder shall be subject to direct assessment hereunder. The foregoing exemption shall also apply to parks and similar open spaced. The foregoing exemption shall also apply to any land owned by the County or by a publicly-regulated utility company as long as such land is used for or in connection with the provision of utilities (exclusive of business offices, retail outlets and the like). In the event of any ambiguity or doubt whether any particular open space or other land is subject to assessment, the determination of the Declarant (or, if there is no Class B Voting Member, the Board of Directors of the Association) shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).

- 6.4 Purposes of Common Assessments. The Assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the common Areas as provided herein, the payment of expenses allocated to the association or the Property by the Association, security-related purposes and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them (if applicable) and their permitted tenants and invitees.

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- 6.5 Capital Improvement and reconstruction Assessments. In addition to the common Assessments authorized above, the Board of Directors may levy, from time to time, a capital improvement Assessment or reconstruction Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or other such addition upon the Common Areas (including fixtures and personal property related thereto); provided that any such Assessments which in the aggregate exceed, the greater of \$50,000.00 or 25% of the current operating budget during any one calendar year shall require the vote or written assent of majority of the Board and a majority of the Voting Members. It is the intent of this Section that any Capital Improvements costing less than the aforesaid amount be paid for by common Assessments, with an appropriate adjustment to the budget of the Association and the common Assessments levied there under, if necessary.

No action authorized in this Section 6.5 shall be taken without the prior written consent of the Declarant as long as the Declarant or any affiliate of the Declarant owns any Lot. Written notice of any meeting of Voting Members called for the purpose of taking any action by the Voting Members authorized under this Section 6.5 shall be sent to all Voting Members not less than fourteen (14) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, the meeting may be rescheduled subject to the same notice requirement.

- 6.6 Date of Commencement of Annual Assessments; Due Dates. The common Assessments provided for in this Article shall commence on the first day of the month next following the recordation of the Initial Declaration and shall be applicable through December 31 of such year. Each subsequent common Assessment shall be imposed for the year beginning January 1 and ending December 31.

The common Assessments shall be payable in advance in monthly installments, or in quarterly, semi-annual or annual installments if so determined by the Board of Directors of the Association. The Assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other Assessment that is in the future adopted. The original common Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special Assessment, capital improvement Assessment or reconstruction Assessment shall be fixed in the Board resolution authorizing such assessment.

- 6.7 Certificate of unpaid Assessments. Within fifteen (15) days after written request by an Owner or Mortgagee of a Lot, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Owner with respect to his Lot. Any person other than the Owner who relies upon such certificate shall be protected thereby.

- 6.8 Monetary Defaults and Collection of Assessments.

6.8.1 Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the Assessment or Twenty

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Dollars (\$20.00), whichever is greater, plus interest at the then highest rate of interest allowable by law (or, if there is no highest lawful rate, 18% per year) from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

- 6.8.2 Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for common Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of such Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in Assessments payable to the Association.
- 6.8.3 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessments and enforcement of the lien (including preparation and filing the claim of lien and the complaint (if any), and prosecuting same, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owned to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.
- 6.8.4 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed. The Association may also bring an action at law against the Owner(s) personally obligated to pay the Assessments to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be and shall be cumulative. The Association may pursue one or more of such remedies at the same time or successively. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

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- 6.8.5 Rental and Receiver. If an Owner remains in possession of his Unit and the claim of lien of the Association against his Unit is foreclosed, the court in its discretion may require the Owner to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.
- 6.9 Subordination of the Lien. The lien of the Assessment provided for in this Article shall be subordinate to real property tax liens, the lien of any First Mortgage or subordinated mortgage recorded prior to recordation of a claim of lien. In the event of a foreclosure of such a First Mortgage, any purchaser at a foreclosure sale, or any such First Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such First Mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). The order of priority of liens hereunder shall be: real property tax liens, First Mortgage liens, subordinated mortgage liens, and liens for Association Assessments. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be a common Expense divided among, payable by and a lien against all Lots as provided in Section 6.1, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.
- 6.10 Use of Common Areas. In addition to the rights of collection of Assessments stated in this Article, any and all persons acquiring the title to or the interest in a Lot as to which the Assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the First Mortgagee and purchasers contemplated by Section 6.9.
- 6.11 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Declarant is the Owner of any Lot or undeveloped property within the Property, the Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, or (ii) not to pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Associations' operating expenses not produced by Assessments receivable from Owners other than the Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines, rents and incidental income) and any surplus carried forward from the preceding year(s). The Declarant may from time to time change the operation stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. 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, deficits or contributions.
- 6.12 Association Funds. The portion of Assessments collected by the Association for reserves for future expenses and the entire amount of all capital improvement Assessments and reconstruction Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

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- 6.13 Specific Damage. Owners (on their behalf and on behalf of their tenants, contractors, subcontractors, licensees, invitees, employees, officers, children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special Assessment may be levied therefore against such Owner or Owners. Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosures procedures. In addition, special Assessments may be levied against particular Owners and Lots for fines, expenses incurred by particular Lots or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration.

## 7 MAINTENANCE OF UNITS AND LOTS

- 7.1 Exterior Improvements. Each Owner shall maintain or cause to be maintained all Improvements (including the appliance, roof, windows, doors, walls, plumbing, electrical and mechanical systems of all Units and Buildings) located on his Lot in a neat, orderly and attractive manner consistent with the standards set forth in Section 7.7. Each Owner shall repair, retain, or refinish, as appropriate, the exterior portions of his Improvements (with the same colors and materials as initially used or as approved by Declarant, the Participating Builder or the DRB) as often as is necessary to comply with the foregoing standards.
- 7.2 Lots. Each Owner shall maintain the trees, shrubbery, grass and other landscaping and all parking, pedestrian, recreational and other open areas on his Lot in a neat, orderly and attractive manner and consistent with the standards set forth in Section 7.6.
- 7.3 Remedies for Non-compliance. In the event of the failure of an Owner to maintain or cause to be maintained, his Improvements and Lot in accordance with this Article, the Association shall have the right (but not the obligation), upon five (5) days prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Improvement, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting or trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs, the repainting or restaining of exterior surfaces of an Improvement, the repair of walls, fences, roofs, doors, windows and other portions of Improvements on a Lot and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable covenants or deed restrictions (including, without limitation, the imposition of fines or Special Assessments or the filing of legal or equitable actions).
- 7.4 Costs of Remedial Work: Surcharges. In the event that the Association performs any remedial work on an Improvement or Lot pursuant to this Article or any other applicable covenants or deed restrictions, the costs and expenses thereof shall be deemed a special Assessment against the Owner under Article 6 of this Declaration and may be immediately imposed by the Board of Directors of the Association or its designee. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing the Association to assume same, and, additionally, to reimburse same for administrative expenses incurred, the Association or its designee may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the special Assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or

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company performing such work may be selected by the applicable enforcing entity in its sole discretion. Should the amount due the Association or its designee remain past due for more than 30 days, then the amount due shall be assessed late fees and interest in accordance with the provisions of paragraph 6.8.1.

- 7.5 Right of Entry. There is hereby created an easement in favor of the Association as appropriate, and its applicable designees, over each Lot for the purpose of entering onto the Lot in the performance of the Lot Landscaping, remedial work and any other herein described maintenance, provided that any such entry is during reasonable hours.
- 7.6 Lot Landscaping. Lot landscaping shall be in accordance with the approved DRB Landscape Guidelines and the approved Landscaping List, attached as Exhibit "D", hereto. The Lot Owner shall maintain the Lot Landscaping consisting of usual and customary trees, shrubbery, grass and other landscaping and the irrigation system in the front, rear and side yards of each Lot in a neat, orderly and attractive manner consistent with the standards set forth in Section 7.7. Landscape design will follow the guidelines for lawn and landscape maintenance as set forth in the Florida Yards and Neighborhoods and the BAYWOOD HILLS landscape guidelines. The maintenance of the Lot Landscaping may include, but shall not necessarily be limited to: the cutting or trimming of grass, trees and shrubs; the resodding or replanting of grass, trees or shrubs; the repair and replacement of Lot irrigation; and the routine, customary application of herbicide, pesticide and algacide or fungicide, if necessary or recommended. The Lot Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Lot including any easements located on or adjacent thereto including front, side, and rear road and utility easements.
- 7.7 Standards for Maintenance. All maintenance, repairs and replacement of Property, Units, Lots and Lot Landscaping shall be performed in a manner consistent with the general appearance of the developed portions of the Property and, as to Units, the portion of the Property in which the Unit is located. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The minimum (though not sole) standard for Units shall be the portion of the Property in which the Unit is located [taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the sole judgment of Declarant or the DRB (as hereinafter defined)].

## 8 CERTAIN RESTRICTIONS, RULES AND REGULATIONS

- 8.1 Applicability. The provisions of this Article 8 shall apply to all of the Property and the use thereof but shall not apply to the Declarant. Nor shall this Article 8 apply to any Participating Builder who purchase its Lots or Parcel from Declarant and is expressly exempted by Declarant from all or some of the provisions of this Article.

If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement shall be entitled to rely thereon and such statement shall be binding on the Declarant, the Association, and all other relevant persons and entities.

- 8.2 Land Use and Building Type. Each Lot and Unit constructed thereon shall be used solely for residential purposes, except for such ancillary or other commercial uses

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permitted by applicable zoning codes and other laws and ordinances. However, without limiting the generality of Section 7.1, Declarant may authorize for itself, its affiliates, Declarant's Permittees and Participating Builders temporary uses for model homes, sales displays, parking lots, sales offices and other offices, or any one or any combination of such uses. No changes may be made in Units erected or approved by the Declarant (except if such changes are made by the Declarant) without the consent of Declarant, or the DRB, as appropriate and as provided herein.

- 8.3 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering the Property and as provided herein. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telecommunications, cable television and cables conduits, under and through the utility easements as shown on the plats.
- 8.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.
- 8.5 Minimum dwelling square footage requirements: Minimum dwelling square footage shall be 1600 square feet on 60 and 65 foot wide lots; 1800 square feet on lots wider than 65 feet. The minimum square footage must be heated and cooled.
- 8.6 Yard set backs:
- Side Yard Setbacks: 60 and 65 foot wide lots are to have a 7.5 foot side yard setback minimum.  
70, 75 80 and 85 foot wide lots are to have a 7.5 foot minimum side yard setback.
- Front yard Setbacks: 60 and 65 foot wide lots are to have a minimum 20 foot front yard setback.  
70, 75 80 and 85 foot wide lots are to have a 20 foot minimum front yard setback.  
Cul-de-sac lots are to have 20 foot front yard setbacks.
- Rear Yard Setback: 60 and 65 foot wide lots are to have a 15 foot rear year set back minimum.  
70, 75, 80 and 85 foot wide lots are to have a 15 foot rear yard setback minimum.
- 8.7 Foundations: Exposed rough masonry foundations shall be faced with stone, brick or stucco.
- 8.8 Windows: All elevations must have windows. Windows are encouraged to be vertically oriented. Height to be 1 1/2 times the width or more except at the side elevations, unless otherwise approved by the DRB. Windows other than wood must be anodized or electrostatically painted.

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- 8.9 Exterior Walls: Non-masonry materials shall terminate on a base of concrete or stucco. All colors must be in contractor submittal package and approved by the DRB.
- 8.10 Ceiling Heights: Minimum ceiling height is eight feet with vaulted ceilings. Minimum ceiling height shall be eight feet for flat ceilings.
- 8.11 Roof Pitch and Roofing Types: The minimum roof pitch is 4:12. Roofs shall be tile or 30+ year architectural or dimensional textured fiberglass shingles. There shall be no flat roofs, maximum roof height is 35 feet measured from finished ground floor to mean height between ridge and soffit.
- 8.12 Garage: Each dwelling shall have an attached or detached garage designed for a minimum of two automobiles.
- 8.13 Driveways: Driveways shall be a minimum of 16 feet wide and 20 feet deep at the entrance of the garage. Driveways shall be of stable and permanent materials: concrete, cast pavers brick or stone. Loose stone or asphalt driveways are not permitted.
- 8.13 Accessory Structures: No structure of a temporary character, storage shed, trailer, tent, mobile home or recreational vehicle shall be permitted on any Lots within the Property at any time or used at any time as a residence, either temporarily for a period longer than 24 hours or permanently, except by the Declarant, its affiliates, Declarant's Permittees or Participating Builders during construction. Permanent Accessory Structures shall be permitted in back or side yards, or in setbacks. Permanent Accessory Structures must be used for human habitation and therefore be under air. Plans shall be submitted to the ARB for approval prior to construction. Permanent Accessory Structures not attached to the house must mimic the style of the house and comply with setback restrictions.
- 8.15 Signs. No sign of any kind shall be displayed to the public view on any Lot or Common Areas, except as authorized by Declarant or DRB (in locations and in accordance with applicable design standards). Declarant may authorize Declarant, its affiliates, Declarant's Permittees or Participating Builders to place signs on the Property for advertising purposes during the construction and sales period. No sign of any kind which shall be visible outside the Unit shall be permitted to be placed inside a Unit or on the outside walls of such Unit, or on any fences on the Property, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within the Property, except such as are authorized by Declarant or DRB.
- 8.16 Pets, Livestock and Poultry. Each Unit Owner or Occupancy (regardless of the number of joint owners or occupants) may maintain not more than three (3) household pets in his Unit, provided that the pets are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to other Owners. No reptiles, wildlife, livestock or poultry of any kind shall be kept on any Lot or any Common Area. All pets must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit. No household pets shall be permitted to leave excretions on any Common Areas, except areas designated by the association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" means dogs, cats and other animals expressly permitted by the Association, if any. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. Pets shall also be subject to all applicable rules.

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- 8.17 **Commercial Trucks, Trailers, Campers and Boats.** No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than private passenger vehicle, shall be parked or maintained on any lot or public right-of-way, except in an enclosed garage. No commercial vehicle of any kind shall be permitted on any lot except vehicles owned by the lot owner not exceeding three-quarter tons and must be parked in an enclosed garage; and except vendors providing temporary services to the lot owner. All private passenger vehicles shall be parked within an enclosed garage, unless all spaces for private passenger vehicles, of which there must be two pursuant to Architectural Guidelines, are occupied by a private passenger vehicle, commercial vehicle, recreational vehicle, camper, trailer, or boat. All vehicles parked within the driveway must be in good condition, and any vehicle which is unlicensed or cannot operate on its own power shall not remain in the driveway for more than 24 hours. No major repair of any vehicle shall be made on the lot. Overnight on street parking is prohibited. Restrictions if any, on commercial trucks, trailers, campers and boats (particularly as to the parking or storage thereof) shall be imposed and enforced by the Association; provided, however, that no commercial trucks, trailers, campers or boats shall be parked or stored within the Common Areas if the Association prohibits such parking or storage by regulation or otherwise.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing 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. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

- 8.18 **Garbage and Trash Disposal.** No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with the standards adopted by the Association (or the DRB) for such containers (the latter to control over the former in the event of conflict). Garbage containers shall be kept inside garage except for the day of garbage collection.
- 8.19 **Exterior Antennas, Etc.** No Owner shall install any exterior antenna satellite dishes or similar equipment on any Lot, or the Common Areas or Improvement thereon, unless such antennae, satellite dishes and similar equipment are approved by the DRB conform to the conditions and requirements imposed by the DRB. No radio or short-wave operations of any kind shall be permitted to operate on any Common Areas or any Unit unless authorized by the written approval of Declarant or the DRB. The Declarant may erect an antenna, a master antenna, or a cable television antenna for the use of all the Owners, and Declarant grants and hereby reserves easements for such purposes as more particularly set forth in Article 11. Notwithstanding the foregoing, to facilitate compliance with the Telecommunications Act of 1996, the following provisions apply to installation of DBS, MDS, ITFS, and LMDC dishes less than one (1) meter in diameter,

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and TVBS antennas:

8.19.1 No payment of any fee shall be required as a condition of installation.

8.19.2 All installations shall be integrated into dwelling design and shall be a maximum of 24" in diameter. All wiring shall be in conduit and painted to match dwelling.

8.19.3 The Owner must take reasonable measures to screen the installation and or antennae. "Reasonable" means an installation that is consistent with the overall landscape standards of BAYWOOD HILLS.

8.20 Trees, Shrubs and Artificial Vegetation All plantings shall be from the DRB approved plant list. No tree or shrub, the trunk of which exceeds six (6) inches in diameter, may be cut down, destroyed or removed from any Lot or Common Areas without the prior approval of the DRB. All Lots shall, upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped, grassed and irrigated with 100% coverage in accordance with plans submitted to, and approved by the DRB. The entire yard shall be sodded with grass approved by the DRB. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Lot in a neat, clean, orderly and healthy condition. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial grass shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, vegetation or sculptural landscape décor shall be permitted outside the Dwelling unit except where not visible from the street, however live shrubbery, trees or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit.

8.20.1 Single Family Residential Lots – Plan Review Criteria.

8.20.1(a). A scaled drawing of the site plan shall provided and it shall include the location of the proposed house, porches, pool, garage, driveway, mailbox, and fences with applicable setbacks. The site plan shall be subject to review and approval by the DRB.

8.20.1(b). The minimum setbacks as per City of Alachua and Baywood covenants shall be shown on the site plan.

8.20.1(c). The site plan shall indicate the ground floor elevations above existing natural grade. All units will be set 12" above existing grade with two (2) 6" steps. No at grade front porch or entry will be permitted.

8.20.2 Landscape Plans

8.20.2(a). Scale drawings of the landscape plans shall be provided and shall include the location of all proposed plantings with a listing of each plant type and size and shall be subject to review by the DRB.

8.20.2(b). Landscape plans shall have the following as a minimum:

(i) One 2 ½" caliper Live Oaks (*Quercus virginiana*) shall be located within the ROW as near as possible to the center line of every lot, throughout Baywood Hills.

(ii) Two (2) shade trees (not including street Live Oaks) with a 2 1/2"

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caliper selected from Approved Plant List (attached) and meeting City of Alachua code requirements. Height and spread are per variety (see Approved Tree List).

(iii) Two (2) ornamental trees of a 30 gallon container size from the Approved Ornamental Tree list shown on the Approved Plant List (caliper, height, and spread per variety)

(iv) Complete shrub coverage with 3-gallon shrubs selected from the approved shrub list. All elevations shall receive a continuous hedge with shrubs spaced 3' on center and a minimum of 24" from walls. All garages and carports (side opening) will be screened from adjacent property for the length of the side elevation with Approved Shrub/Screening plants from the Approved Plant List.

(v) Front elevations shall have an average depth of 12' with appropriate trees, shrubs and groundcovers to ensure a dimensional layering to transform from lawn area to house wall. (See Approved Ground Cover and Other Plant Material List from the Approved Plant List)

(vi) Effort should be made to provide both textured and color variations within the plantings to provide contrast and interests to the home landscape.

(vii) All sod shall be St. Augustine 'Floritam' or 'Bitter Blue' for shadier locations.

(viii) Mulch shall be pine bark "mini-nuggets" only with a depth of 2-3". Large natural areas (if they occur) may use pine straw at a depth of 5-6".

(ix) Outdoor lighting should be specified and located on all landscape plans and subject to approval by the Design Review Board (DRB).

(x) 100% of the property, including ROW, shall be irrigated with a fully automatic irrigation system with 50% overlap of coverage.

(xi) Location and type of all fences, including the height, style, and material, will be submitted for review by the DRB. There will be no chain link, barbed wire, chicken wire, or similar fencing of any kind. No fence shall be allowed to exceed a height of 6'.

8.21 Swimming pools: Pool decking shall conform to pool industry standards. Pools and spas shall be built in ground and integrated with the house. Pool screen shall follow the form of the dwelling not extend higher than the dwellings roof and shall not be visible from the street. Pool equipment shall be screened by a wall or planting from neighbors and street. Pool equipments shall be located in rear or side yards only. Rear pool edge shall be a minimum of four feet from the rear property line. Pools shall remain in rear yard setback.

8.22 Air Conditioning Units: Air Conditioning units shall be located in side or rear yards of lot.

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- No air conditioning units shall be located in front yards. All units shall be screened from view of streets with a wall or plantings. Compressors located in side yards must meet a SPL rating of 85 decibel or less. Window air conditioning units shall not be permitted.
- 8.23 Exterior Lighting. All exterior lighting shall be designed so as to not disturb neighbors. All exterior lighting shall be subject to prior approval by the DRB.
- 8.24 Games and Play Structures. All game or play structures shall be located at the rear of the Lot and at least 10 feet from any property line(s) or on the inside portion of corner Lots within the setback lines. All game and play structures shall be screened from view from any street, except that free standing basketball nets may be permitted at the front of the Lot when located adjacent the driveway with the prior written permission of the DRB and provided that the Unit owner agrees to maintain said nets in good condition. No platform, doghouse, playhouse, game or play structures of a similar kind or nature shall be constructed on any part of the Lot located in front of the rear (wall) line of any Unit(s) constructed on the Lot, and any such structure must have the prior approval of the DRB.
- 8.25 Fences and Walls. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the approval of the DRB. The DRB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings, be harmonious with the style of the house and other fences, if any. All fences shall be constructed of permanent material with a painted finish. Fences shall be a maximum of six feet high along rear and side yards and not extend past a line extending from the front of the dwelling. In addition, as a condition for granting approval of the fence, the DRB may require landscaping plantings in front of the fence.
- 8.26 Mailbox and Paper box: All Mailboxes and Paper Boxes shall be the uniform project type and style throughout the Property and no more than two (2) together, as specified in the landscape design criteria and as shown in Figure 1 which is a part of these covenants.
- 8.27 Flagpoles: Flag poles shall be attached to the house. No free standing flag poles shall be permitted.
- 8.28 Solar Collectors: Collectors shall be integrated into the roof design, to the extent possible, and located on the rear or side of the roof. Color and form of collectors shall harmonize with roofing to the extent possible. No storage tanks shall be permitted on roof. Equipment located on ground shall be located in rear or side yard and screened from street and neighbors with walls or planting. Equipment is not permitted in front yard.
- 8.29 Tanks: Tanks shall be underground or in side or rear yards and screened from street and neighbors by walls or plantings. Tanks are not permitted in front yards.
- 8.30 Utilities Connections. Permanent building connections for all utilities installed after the date hereof, including but not limited to, water, electricity, telephone, cable and television, shall be run underground from the proper connecting points to the structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transformers and other equipment installed by public utility companies. Above ground transformers shall be landscaped along with adjacent residence and screened from view.

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- 8.31 Off-Street Motor Vehicles. No motorized vehicle may be operated off of paved roadways and drives except as specifically approved in writing by the Association for the purpose of maintenance, construction or similar purposes and except as operated by the Association or its contractors, subcontractors or designees.
- 8.32 Golf Carts. The Association shall permit golf carts owned by an Owner to be operated on the private streets of the Common Areas, provided all such carts are subject to the same traffic and parking regulations as motor vehicles. The Association may adopt rules and regulations governing the use and operation of golf carts on the Property.
- 8.33 Leasing. An Owner shall not lease the Owner's Unit more than one (1) time per twelve (12) month period. Leases shall be in writing and shall be for a term of not less than six (6) months. Before or upon leasing the Unit, an Owner shall notify the Board of Directors in writing that the Owner has leased his Unit and shall provide the Board with a copy of the lease. Tenants shall comply with the Declaration, Articles, By-Laws and all rules and regulations of the Association. An Owner leasing his Unit shall provide the Association with a written statement, on the form provided by the Association, signed by all tenant(s) acknowledging that the tenant(s) are familiar with the use restrictions applicable to BAYWOOD Hills and that the tenant(s) agree to comply with same. The Owner(s) of a Unit is ultimately responsible for all conduct of the Owner's tenant(s), including without limitation, any damage to the Common Areas as a result of the acts or omissions of the Owner's tenant(s).
- 8.34 Signage. All signage may be of the design and style of owner; however, approval must be obtained from the Design Review Board.
- 8.35 Additional Use Restrictions. The Board of Directors of the Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) or Unit(s) as the Board in its sole discretion deems appropriate.

## 9 COMPLIANCE AND ENFORCEMENT

- 9.1 Compliance by Owners. Every Owner and his tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Association as contemplated herein as well as the Covenants of this Declaration.
- 9.2 Enforcement. Failure to comply with any of such rules or regulations shall be grounds for immediate action, which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof.
- 9.3 Fines. In addition to all other remedies and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or any of the other parties described in Section 9.1 to comply with this Declaration or with any rule or regulation, provided the following procedures are adhered to:
- 9.3.1 Notice. The Association shall notify the Owner of the infraction in accordance with the provisions of the By-Laws. Included in the notice shall be the date and time of a special meeting of the Board of Directors acting as the Covenants Committee at which time the Owner shall present reasons why fines should not

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be imposed.

9.3.2 Hearing. The non-compliance shall be presented to the Board of Directors acting as the Covenants Committee after which the Board of Directors shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the provisions of the By-Laws. A written decision of the board of Directors shall be submitted to the Owner by no later than fourteen (14) days after the Board meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is questioned by the Owner the Board shall appoint three (3) impartial Members to act as a Covenants Committee which shall perform the functions described in this Section 9.3.2.

9.3.3 Amounts of Fines. The Board of Directors (based on its findings or those of the Covenants Committee) may impose Special Assessments against the Lot owned by the Owner as follows:

- (1) First Non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (2) Second non-compliance or violation: a fine not in excess of Two Hundred Fifty Dollars (\$250.00).
- (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars(\$1,000.00), as determined by the Board of Directors in its sole discretion.

9.3.4 Payment of Fines. Fines shall be paid no later than five (5) days after notice of the imposition or assessment of the penalties.

9.3.5 Collection of Fines. As to Owners, fines shall be treated as a Special Assessment subject to the provisions for the collection of Assessments as set forth in Article 6.

9.3.6 Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

9.3.7 Non-exclusive Remedy. 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; however, any fine 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.

## 10 DESIGN REVIEW: GENERAL POWERS

10.1 Design Review Board. The Design Review Board of the Association, which is sometimes referred to in this Declaration as the "DRB", shall initially consist of three (3) members. The Initial Members of the DRB shall consist of persons designated by Declarant. Each of the Initial Members shall hold office until all Lots and Improvements planned for BAYWOOD HILLS have been constructed and conveyed (if appropriate), or sooner at the option of Declarant. Thereafter, each new member of the DRB shall be appointed by the Board of Directors of the Association and shall hold office until such

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time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the DRB may be removed at any time without cause by the Board of Directors. The Board of Directors shall have the right to change the number of, appoint and remove all members of the DRB, except those initially appointed by Declarant and their replacements, however, the number of members of the DRB shall always be an odd number of three or greater.

The members of the DRB shall not be compensated for their services as such, although they may be reimbursed for their reasonable out of pocket expenses incurred in connection with the performance of their duties under his Declaration. Such expenses shall be a Common Expense of the Association. The DRB may, with the approval of the Board of Directors of the Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to expenses of the DRB (including, without limitation, overhead, development, review, enforcement and other Association expenses reasonably allocable to the DRB) and fees for professional services and consultants.

In addition to the power and duties set forth herein, the DRB shall have the right and duty to enforce such design and development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Property by Declarant as Declarant shall, in its sole discretion, if at all, elect to have it enforce (subject at all times to Declarant's right to modify or revoke such right and duty). Such election may be made by Declarant by means of deed restrictions, contract or by way of an exclusive or non-exclusive assignment of Declarant's rights to enforce same. Further, Declarant may provide for specific criteria and procedures to be used by the DRB in such regard (subject to later modification). Absent such provision the DRB shall proceed in the manner set forth in this Article.

- 10.2 Review of Proposed construction. Subject to Section 10.8 below, no Unit, fence, wall or other structure or Improvement (including, but not limited to, landscaping, swimming pool, hurricane protection, basketball hoops, birdhouses, other pet houses, asphaltting or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in the Property, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of Units or other Improvements, 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 DRB. The DRB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of BAYWOOD HILLS as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The DRB 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 DRB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The DRB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitations, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the DRB of any required plans and specifications, the DRB may postpone review of any plans submitted for approval. Upon receipt of the complete set of required plans, the DRB shall have thirty (30) days in which to accept or reject any proposed plans and if the DRB does not reject same within such period, said plans shall be deemed approved.

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All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules regulations, orders and decrees.

- 10.3 Meetings of the DRB. The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution unanimously adopted in writing, designate a DRB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRB, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of a majority of the members of the DRB shall constitute an act of the DRB.
- 10.4 No Waiver of Future Approvals. The approval of the DRB 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 DRB, 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 whatever subsequently or additionally submitted for approval or consent.
- 10.5 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:
- 10.5.1 Upon the completion of any work for which approved plans are required under this Article, the applicant shall give written notice of completion to the DRB.
- 10.5.2 Within thirty (30) days thereafter, the DRB or its duly authorized representative may inspect such improvement. If the DRB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the applicant in writing of such non-compliance within such thirty (30) day period, specifying the particulars of non-compliance, and shall require the applicant to remedy the same.
- 10.5.3 If the Applicant fails to remedy such non-compliance within thirty (30) days from the date of notice, the DRB shall notify the Board in writing of such failure. The Board shall then determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the applicant shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board ruling. If the applicant does not comply with the Board ruling within such period, or provide a reasonable explanation for the failure to comply within the 30 days, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance. The applicant shall reimburse the Association upon demand for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Board (to cover the Association's administrative expenses in connection with the foregoing and to discourage the applicant from failing to comply). If such expenses are not promptly repaid by the applicant to the Association, the Board shall levy a Special Assessment against the applicant and his Lot for reimbursement.
- 10.5.4 If for any reason the DRB fails to notify the applicant of any non-compliance within thirty (30) 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.

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- 10.6 Non-Liability of DRB Members. Neither the DRB nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the DRB's duties hereunder. The DRB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic, and technical considerations, as well as to the benefit or detriment which would result to the immediate vicinity and to BAYWOOD HILLS. The DRB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and some of the procedures set forth herein and, without limiting the generality may alter the procedures set forth herein as to any such designee.
- 10.7 Exemptions. Declarant shall be exempt from the provisions hereof with respect to improvements, alterations and additions and removals desired to be effected by it and shall not be obligated to submit plans and specifications to or obtain Association or DRB approval for any construction or changes which it may elect to make at any time.

## 11 CABLE AND TELECOMMUNICATIONS SYSTEMS

- 11.1 Reservation of Rights and Easements. Declarant hereby reserves for itself and assignees the right, without obligation, to construct, install, maintain, repair, move, improve and replace over, through, under and across any portion of the Property for use by the Owners and the guests, invitees, tenants and family members one or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"). The exact description, location and nature of the System may have not yet been fixed nor determined. Declarant hereby reserves for itself and its assignees (1) a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction, maintenance, repair, improvement, relocation and replacement of the System; (2) a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System, including without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System; and (ii) transmitting. The facilities and equipment for the System shall be owned and exclusively controlled by Declarant or its assignees. The scope, extent, size and location of the Systems over, across, upon and through the Property shall be determined solely by Declarant or its assignees.
- 11.2 Contracts for System Services. Declarant shall have the exclusive right to enter contracts for the exclusive provision of all services the System is capable of supplying, including, without limitation, television, radio and telephone signals, electronic banking, surveillance, fire, police and emergency medical protection, as Declarant shall deem, in its sole respective discretion, to be in the best interests of the Property. Should the Declarant enter into a contract or contracts pursuant to this Section 11.2, the Association shall to the extent the Declarant assigns its rights and obligations under any such contract or contracts accept such assignment. The Association and each respective Lot owner hereby agree to be bound by all of the terms and provisions of the contract or contracts and to impose the charges for such services as a common Expense of the

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Association collectable as any other assessments imposed by the Association or to pay the charges for such services if billed individually to each owner.

- 11.3 Designee. The term "Contractual Designee" means one or more entities with which Declarant has contracted for the furnishing of such System services.
- 11.4 Charges for System Services. Every Unit shall be subject to a charge for services provided by the System, including but not limited to basic and expanded cable television programming services, should Declarant enter into such a System contract. The Association shall impose as part of the common Assessments against each Unit the amount of the basic fees due and payable for the System and shall collect same and forthwith remit the amount collected to the Contractual Designee providing the System services.
- 11.5 Exclusions. Declarant may excuse portions of the Property from the provisions of this Section which, in the determination of Declarant, have uses for System services inconsistent with the overall design of such services in the Property as a whole.

## 12 ADDITIONAL RIGHTS OF THE DECLARANT

- 12.1 General. Notwithstanding any other provision in this Declaration to the contrary, the Declarant and each affiliate of the Declarant shall have, in addition to its other rights, the rights described below in Paragraphs (12.1.1) through (12.1.6). There is hereby created and reserved a blanket easement for the Declarant and each affiliate of the Declarant to enable each of them and (to the extent authorized in writing by Declarant) the Declarant's Permittees or Participating builders to exercise those rights free of any interference by the Association, or by any Owner:
- 12.1.1 Effectuation of General Plan of Development. The right to execute all documents and take all actions affecting any portion of the Property owned or controlled by it which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of BAYWOOD HILLS.
- 12.1.2 Platting. The right to plat, replat, subdivide and re-subdivide any portion or portions of the Property owned or controlled by it.
- 12.1.3 Development Planning. The right to determine, in its sole discretion, the type of Improvements, if any, to be constructed on any portion of the Property and the Common Areas owned or controlled by it and the right to revise its plans concerning such Improvements.
- 12.1.4 Construction. The right to construct and maintain, on any portion of the Property or the Common Areas owned or controlled by it, any Improvements it considers desirable (which right shall include but not be limited to a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Areas during whatever period of time the Declarant, Declarant's Permittees or a Participating Builder is engaged in any construction or improvement work on or within BAYWOOD HILLS as well as an easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work), and the right to construct walks, drives, ramps and parking facilities flush against and as a continuance of similar Improvements located on portions of the Property not owned or controlled by it even if doing so entails an encroachment upon the latter property.

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- 12.1.5 Marketing. The right to sell, lease and otherwise dispose of existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the Property and Common Areas owned or controlled by it, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Areas), and to place signs and other promotional devices on any portion or portions of the Property or Common Areas owned or controlled by it without regard to the size or aesthetic appeal of such signs or devices.
- 12.1.6 Assignment. The right to assign the foregoing rights, in whole or in part, to any one or more Declarant or Declarant's Participating Builders.
- 12.2 Injunctive Relief for Interference. The Declarant and each affiliate or assignee of the Declarant or Participating Builders shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law it or they might be entitled to.

### 13 AMENDMENTS TO DECLARATION

This Declaration may be amended only by (1) the affirmative vote or written consent of the Members (through their respective Voting Members) having not less than two-thirds of the votes of Class A Members and the affirmative vote or written approval of the Class B Members (so long as the Class B Membership exists); (2) subject to the requirement of this Article, the affirmative vote or written approval of the Class B Members alone provided, however, that no amendment shall be permitted which has a materially adverse effect upon substantial property rights of an Owner or Mortgagee without that Owner's or Mortgagee's prior written consent of whichever of them is affected. In addition, and without limiting the generality of the rights accorded the Class B Members in the preceding sentence, the Class B Members shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the Federal national Mortgage Association, the Federal Home Loan Mortgage corporation, the Government National Mortgage Association, Federal Housing Administration, Veterans Administration or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more Mortgages on Lots within BAYWOOD HILLS or to insure the payment of one or more such Mortgages or that are requested or required by any institutional First Mortgagee to enhance the salability of its Mortgages on Lots to one or more of the foregoing or which said Class B Members deem appropriate for the benefit of the operation, safety or enhancement of the community. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

### 14 EFFECT AND DURATION OF COVENANTS

The Covenants shall run with, bind, benefit and burden all of the Property, and shall run with, bind, and be enforceable by and against the Declarant, Participating Builders, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, for a term of fifty (50) years from the date the initial Declaration is recorded. After that time they shall be automatically extended for successive periods of ten (10) years each unless an instrument has been recorded in which seventy percent (70%) of the then Owners and majority

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of the holders of the then outstanding First Mortgages (determined on the basis of the number of Lots encumbered) agree by signing it to revoke the Covenants in whole or in part.

## 15 SECURITY

Neither Declarant, Participating Builders, nor the Association make any representations whatsoever as to the security of the premises or the effectiveness of any monitoring system or security service. All Members agree to hold Declarant, Participating Builders and the Association harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Association, Declarant, Participating Builders, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property. Neither the Association, Declarant, Participating Builders, nor any successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures taken, if any. All Members, Owners and occupants of any unit, guests and invitees of any Owner, as applicable, acknowledge that any fire protection system, burglar alarm system, gatehouse, or other security system, if any, may be compromised or circumvented, that any fire protection, burglar alarm systems, gatehouse or other security systems may not prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, that fire protection or burglar alarm systems or gatehouse or other security systems may not in all cases provide the detection or protection for which the system is designed or intended. Each Member, Owner and occupant of any unit, and each guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board of Directors and committees, Declarant, Participating Builders, or any successor Declarant are not insurers and that each Member, Owner and occupant of any unit and each guest and invitee of any Member or Owner assumes all risks for loss or damage to persons, to units and to the contents of units, and further acknowledges that the Association, its Board of Directors and committees, Declarant, Participating Builders, or any successor Declarant have made no representations or warranties nor has any Owner, Member, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed, if any, or any security measures undertaken within the Property.

## 16. GENERAL PROVISIONS

- 16.1 Exculpation. No personal liability is assumed by nor shall at any time be asserted or enforceable against the Declarant or Participating Builders on account of any representation, covenant, undertaking or Agreement of the Declarant or Participating Builders contained in this Declaration either expressed or implied. All such personal liability, if any, is expressly waived and released by the Association, the Owners and by all persons claiming by, through or under the Owners.
- 16.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. It shall be the duty of each Owner to keep the Association advised of his name and address and any changes therein.
- 16.3 Enforcement. Enforcement of these Covenants shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association, the Declarant, a Participating Builder the DRB, or any Owner to enforce any Covenant shall

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in no event be deemed a waiver of the right to do so thereafter.

- 16.4 Severability. Invalidation of any one of these Covenants or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.
- 16.5 Performance of Association's Duties by Declarant. Declarant shall have the right from time to time at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Association. In connection therewith Declarant shall have the right to reduce the budget of the Association and the Assessments for common Expenses payable by the Owners; provided however that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.
- 16.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and By-Laws of the Association and the Articles shall take precedence over the By-Laws.
- 16.7 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.
- 16.8 Standards for consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, substantial completion, or other action by the Declarant or its affiliates, a Participating Builder, the Association or the Design Review Board, such consent, approval or action may be withheld held in the sole and unfettered discretion of the party requested to give such consent or approval or take such action. All matters required to be completed or substantially completed by the Declarant or its affiliates, a Participating Builder, the Association or the DRB shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant, Association or DRB, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.
- 16.9 Easements. If any easement provided for in this Declaration fails because at the time of creation there may be no grantee having the capacity to take and hold such easement, then any such grant of easement shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original parties to whom the easements were originally to have been granted the benefit of such easement. The Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owner's behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein.
- 16.10 CPI. Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a

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reasonable alternative to compute such increases.

- 16.11 Waiver of Jury Trial. No Owner, Declarant, Participating Builder, Occupant or any other person bound by this Declaration nor any successor, heir or personal representative of such party, or any such other person or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this Declaration. No Owner, Declarant, Participating Builder, Occupant or any other person bound by this Declaration will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot or has not been waived.
- 16.12 Enforcement Costs. If any legal action or other proceeding is brought forth enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentations in connection with any provision of this Declaration, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 16.13 Blasting and Other Activities. All Owners, Occupants and users of the Property are hereby placed on notice that Declarant or its agents, contractors, subcontractors, licensees and Participating Builders may be, from time to time, conducting blasting, excavation, construction and other activities within or in proximity to BAYWOOD HILLS. By the acceptance of their deed or other conveyance or mortgage, leasehold, license or other interest, and 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 general, (ii) not to enter upon, or allow their children or other persons under the control of direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to BAYWOOD HILLS 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) Declarant and the other aforesaid related parties will not be liable but, rather, shall be held harmless, for any and all losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, (iv) any purchase or use of any portion of BAYWOOD HILLS has been and will be made with full knowledge of the foregoing, and (v) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease or allow the use of the applicable portion of BAYWOOD HILLS.
- 16.14 Covenants Running With The Land. It is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants shall run with the land and with title to the Property. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants to so run with the land; but if such provision or application cannot be so modified, such provision or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants run with the land as aforesaid) be achieved.
- 16.15 Limitation on Association. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of

Baywood Hills Declaration of Covenants, Restrictions and Easements

INSTRUMENT # 2305713  
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the Association as same pertains to any condominium located within the Property which would cause the Association to be subject to Chapter 718, Florida Statutes, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined to subject the Association to said Chapter 718. It is the intent of this provision that the Association not be deemed to be a condominium association, nor the Common Areas be deemed to be common elements of any such condominium within the meaning of applicable laws or administrative rules for any purpose.

- 16.16 Notices and Disclaimers as to Water Bodies. Neither Declarant, the Association, nor a Participating Builder nor any of their officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the "listed parties") shall be liable or responsible for maintaining or assuring the water quality or level in any land, pond, canal, creek, stream or other water body within BAYWOOD HILLS, except as such responsibility may be specifically imposed by or contracted for with an applicable governmental or quasi-governmental agency or authority. Further, all owners and users of any portion of BAYWOOD HILLS located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of, such property, to have agreed to hold harmless the listed parties for any and all changes in the quality and level of the water in such bodies.

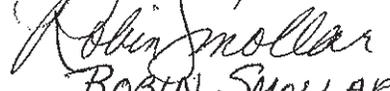
**ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY COHABIT OR ENTER INTO WATER BODIES WITHIN BAYWOOD HILLS AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST,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

**EXECUTED as of the date first above written by:**

**Alachua Development Co. LLC,**  
A Florida Limited Liability Company  
by: Alachua Management Co., LLC,  
A Florida Limited Liability Company and  
the Managing Member of Alachua  
Development Co, LLC

by:   
Marvin Smollar, Managing Member  
Alachua Management Co., LLC

**Signed in the Presence of:**

  
ROBIN SMOLLAR  
(print name)

  
(print name)  
GERARD V. CAFFARO

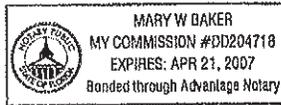
Baywood Hills Declaration of Covenants, Restrictions and Easements

INSTRUMENT # 2305713  
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STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2006 by Marvin Smollar as Managing Member of Alachua Management Co., LLC, a Florida Limited Liability Company, on behalf of the said company. He is personally known to me.

My commission expires:



Mary W Baker  
Notary Public

INSTRUMENT # 2305713  
73 PGS

JOINDER TO BAYWOOD HILLS  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

The undersigned, GREAT FLORIDA BANK, does hereby join into this Baywood Hills Declaration of Covenants, Restrictions, and Easements, applicable to the Property described in the attached Declaration.

The undersigned does hereby declare that the real property described above within the aforesaid Plat is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, restrictions, easements, charges and liens set forth in the Declaration, all of which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

GREAT FLORIDA BANK

By: Colin Orrett

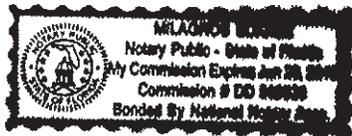
Colin Orrett  
(Print name and title)

Date: 01/04/2007

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 04th day of January, 2007 by Colin Orrett, as V.P. of Great Florida Bank of behalf of said company. Said person being personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

(Seal)



Miralagos Suarez  
Notary Public, State of Florida  
Name: Miralagos Suarez  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**INSTRUMENT # 2305713  
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A REPLAT OF ALL OF BLOCK 15, 16, 17, 21, AND 22, ALL OF LOTS 2 AND 3 BLOCK 20, ALL OF LOTS 2 AND 3 BLOCK 23, ALL OF LOT 2 BLOCK 26, ALL OF LOTS 1 AND 2 BLOCK 27, PART OF LOTS 1 AND 4 BLOCK 20, PART OF LOTS 1 AND 4 BLOCK 23, PART OF LOT 1 BLOCK 26, AND PART OF BOOKER STREET, PIERSON STREET, STEPHENS STREET, FUTCH STREET, AND WEST MAIN STREET, ALL AS SHOWN ON ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND PART OF SECTIONS 10 AND 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE SOUTH 89°25'30" WEST, ALONG THE NORTH LINE OF SAID SECTION 15 AND ALONG THE NORTH LINE OF HITCHCOCK'S ADDITION TO THE CITY OF ALACHUA AS RECORDED IN PLAT BOOK "F", PAGE 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1320.00 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHWEST CORNER OF LOT 10 OF SAID HITCHCOCK'S ADDITION AND THE POINT OF BEGINNING; THENCE SOUTH 00°41'08" EAST, ALONG THE WEST LINE OF SAID HITCHCOCK'S ADDITION, A DISTANCE OF 166.69 FEET; THENCE SOUTH 89°18'52" WEST, DEPARTING SAID WEST LINE, A DISTANCE OF 49.88 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "PRM 4665", BEING A BOUNDARY CORNER OF THE TOTAL TRACT OF LAND AS DESCRIBED IN THREE PARCELS WITHIN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1735, PAGES 1740 THROUGH 1743 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TOTAL TRACT OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "A"; THENCE WESTERLY AND SOUTHERLY, ALONG THE BOUNDARY LINES OF SAID PARCEL "A" THE FOLLOWING FOUR (4) COURSES; (1) NORTH 53°45'59" WEST, A DISTANCE OF 394.99 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "PRM 4665"; (2) THENCE SOUTH 36°15'46" WEST, A DISTANCE OF 444.73 FEET; (3) THENCE SOUTH 43°58'53" WEST, A DISTANCE OF 32.10 FEET; (4) THENCE SOUTH 10°52'29" EAST, A DISTANCE OF 51.02 FEET TO THE NORTHWESTERLY CORNER OF THE LANDS AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2002, PAGE 111 OF SAID PUBLIC RECORDS, SAID LANDS BEING HEREINAFTER REFERRED TO AS PARCEL "B"; THENCE SOUTHWESTERLY, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL "B", ALONG A CURVE CONCAVE SOUTHEASTERLY, RADIUS 264.50 FEET, CHORD BEARING AND DISTANCE SOUTH 57°26'55" WEST, 191.41 FEET, CENTRAL ANGLE 42°25'33", ARC DISTANCE 195.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTH 36°11'30" WEST, A DISTANCE OF 10.03 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441 (A.K.A. STATE ROAD NO. 20 AND 25); THENCE NORTH 53°43'56" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 54.87 FEET; THENCE NORTH 36°16'04" EAST, DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 457.24 FEET; THENCE NORTH 36°15'46" EAST, A DISTANCE OF 157.00 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE SOUTHEASTERLY, RADIUS 330.00 FEET, CHORD BEARING AND DISTANCE NORTH 54°27'36" EAST, 206.11 FEET; CENTRAL ANGLE 36°23'39", ARC DISTANCE 209.61 FEET; THENCE NORTH 72°39'25" EAST, A DISTANCE OF 85.37 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY, RADIUS 270.00 FEET, CHORD BEARING AND DISTANCE NORTH 36°50'09" EAST, 316.04 FEET, CENTRAL ANGLE 71°38'32", ARC DISTANCE 337.61 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 634.77 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY, RADIUS 25.00 FEET, CHORD BEARING AND DISTANCE NORTH 43°59'07" WEST, 35.36 FEET, CENTRAL ANGLE 90°00'00", ARC DISTANCE 39.27 FEET; THENCE NORTH 88°59'07" WEST, A DISTANCE OF 281.00 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 88°59'07" WEST, A DISTANCE OF 370.50 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 244.27 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE EASTERLY, RADIUS 725.50 FEET, CHORD BEARING AND DISTANCE NORTH 13°01'08" EAST, 301.78 FEET, CENTRAL ANGLE 24°00'30", ARC DISTANCE 304.00 FEET; THENCE SOUTH 61°57'24" EAST, A DISTANCE OF 65.59 FEET; THENCE NORTH 28°02'36" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 61°57'24"

INSTRUMENT # 2305713  
73 PGS

WEST, A DISTANCE OF 67.60 FEET; THENCE NORTH 28°02'36" EAST, A DISTANCE OF 48.96 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE WESTERLY, RADIUS 440.50 FEET, CHORD BEARING AND DISTANCE NORTH 14°31'44" EAST, 205.88 FEET, CENTRAL ANGLE 27°01'43", ARC DISTANCE 207.80 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 200.30 FEET; THENCE SOUTH 88°59'07" EAST, A DISTANCE OF 82.00 FEET; THENCE NORTH 01°00'53" EAST, A DISTANCE OF 173.66 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2082, PAGE 2132 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°30'06" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 500.02 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "LS 3784" ON THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE AFOREMENTIONED SECTION 10; THENCE SOUTH 00°57'58" WEST, ALONG SAID EAST LINE, A DISTANCE OF 350.98 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHWEST CORNER OF THE SAID LOT 2, BLOCK 15, ALACHUA REALTY CO.'S ADDITION TO THE CITY OF ALACHUA (HEREINAFTER REFERRED TO AS "ADDITION"); THENCE DEPARTING SAID EAST LINE, NORTH 89°19'56" EAST, ALONG THE NORTHERLY LINE OF BLOCK 15 OF SAID "ADDITION", A DISTANCE OF 400.40 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHEAST CORNER OF SAID BLOCK 15; THENCE SOUTH 00°54'59" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 15, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 396.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 16 OF SAID "ADDITION"; THENCE NORTH 89°20'17" EAST, ALONG THE NORTHERLY LINE OF BLOCK 17 OF SAID "ADDITION", AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 387.94 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "LS 3784" ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 141ST STREET (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 01°01'11" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 455.61 FEET TO THE NORTHEAST CORNER OF LOT 9 OF CENTURY OAKS, AS RECORDED IN PLAT BOOK "U", PAGE 59 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE SOUTH 89°18'59" WEST, ALONG THE NORTHERLY LINE OF SAID CENTURY OAKS, A DISTANCE OF 109.95 FEET TO THE NORTHWEST CORNER OF SAID CENTURY OAKS; THENCE SOUTH 01°02'57" WEST, ALONG THE WEST LINE OF SAID CENTURY OAKS, A DISTANCE OF 910.41 FEET TO THE SOUTH LINE OF LOT 1, BLOCK 26 OF SAID "ADDITION"; THENCE SOUTH 89°18'04" WEST, ALONG THE SOUTH LINE OF THE SAID LOT 1 AND ALONG THE SOUTH LINE OF LOT 2 OF THE SAID BLOCK 26, AND THE WESTERLY EXTENSION THEREOF, AND ALONG THE SOUTH LINE OF LOTS 1 AND 2, BLOCK 27 OF SAID "ADDITION", A DISTANCE OF 678.68 FEET TO A 4"x4" CONCRETE MONUMENT STAMPED "RLS 509" AT THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK 27; THENCE SOUTH 01°01'42" WEST, ALONG THE WESTERLY LINE OF SAID LOT 3 AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 198.01 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 48.91 ACRES, MORE OR LESS.



EXHIBIT "B"

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 5, 2006

INSTRUMENT # 2305713  
73 PGSSALTER, FEIBER, MURPHY, HUTSON & MENET, P.A.  
ATTN: ANGELA D. LEE  
P.O. BOX 357399  
GAINESVILLE, FL 32635-7399

The Articles of Incorporation for BAYWOOD HILLS OWNERS' ASSOCIATION, INC. were filed on September 1, 2006 and assigned document number N06000009366. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

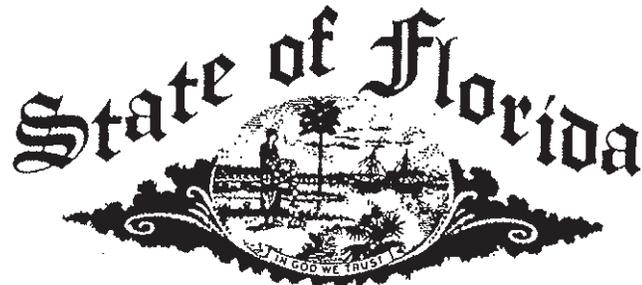
Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Carolyn Lewis, Document Specialist  
New Filing Section

Letter Number: 806A00053796

P.O. BOX 6327 -Tallahassee, Florida 32314



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BAYWOOD HILLS OWNERS' ASSOCIATION, INC., a Florida corporation, filed on September 1, 2006, as shown by the records of this office.

The document number of this corporation is N06000009366.

INSTRUMENT # 2305713  
73 PGS

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifth day of September, 2006



CR2EO22 (01-06)

*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

ARTICLES OF INCORPORATION OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

**ARTICLES OF INCORPORATION  
OF  
BAYWOOD HILLS OWNERS' ASSOCIATION, INC.**

FILED  
06 SEP -1 PM 2:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME**

The name of the corporation is **BAYWOOD HILLS OWNERS' ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 2  
PRINCIPAL OFFICE**

The principal office and mailing address of the Association shall be 16469 Bridlewood Circle, Delray Beach, Florida 33445 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 or at such other place as may be designated by the Board of Directors.

**ARTICLE 3  
DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants, Restrictions and Easements for Baywood Hills (said declaration as may be amended from time to time is hereinafter referred to as the "Declaration"), recorded or to be recorded in the Public Records of Alachua County, Florida.

**ARTICLE 4  
PURPOSE AND POSERS OF THE ASSOCIATION**

INSTRUMENT # 2305713  
73 PGS

- 4.1 This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Dwelling Units, Limited Common Areas and Common Areas within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.
- 4.2 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the By-Laws. The Association shall have all of the powers and duties permitted by law, except as limited by these Articles, the By-Laws and the Declaration, and all of the powers and duties reasonably necessary to operate the Association, including, but not limited to, the following:
  - (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
  - (b) To fix, levy, collect and enforce payment by any lawful means, all charges or

## ARTICLES OF INCORPORATION OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

- assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
  - (c) To enforce applicable provisions of the Declaration, By-Laws and rules and regulations of the Association; contract for and pay all expenses in connection with the ownership, maintenance, repair, insuring any improvement of the Common Areas; to employ personnel reasonably necessary for the administration and control of the Common Areas and for architectural control of Baywood Hills, including lawyers and accountants where appropriate, provided that Declarant shall not be liable for any Assessments which relate in any way to professional or other fees and expenses incurred in connection with any claims or the investigation thereof against Declarant;
  - (d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
  - (e) To borrow money, mortgage, pledge, grant a deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to any limitations in the Declaration or By-Laws;
  - (f) To participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the approval of two-thirds (2/3) of each class of Members represented at a meeting in person or by proxy at which a quorum has been attained;
  - (g) To have and exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may by law now or hereafter have or exercise;
  - (h) To execute all documents or consents on behalf of all Members (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Member, by acceptance of the deed to such Member's Lot, appoints and designates the Board of Directors of the Association as such Member's agent and attorney-in-fact to execute any and all such documents or consents.
- 4.2 All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

**ARTICLE 5  
MEMBERSHIP**

INSTRUMENT # 2305713  
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Every Owner of a Lot which is subject to assessment by the Association, including contract sellers, 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot which

## ARTICLES OF INCORPORATION OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

is subject to assessment by the Association.

INSTRUMENT # 2305713  
73 PGS

**ARTICLE 6  
VOTING RIGHTS**

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant and Participating Builders. A Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

Class B. The Class B Member shall be the Declarant and it shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the first to occur of the following events:

(a) Three months after ninety percent (90%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Class A Members; or

(b) On January 1, 2016; or

(c) When the Declarant records a notice in the Public Records of Alachua County, Florida expressly terminating their Class B membership.

From and after the happening of these events, whichever occurs first, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for membership.

**ARTICLE 7  
BOARD OF DIRECTORS**

- 7.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of an odd number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors.
- 7.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, the Architectural Review Committee, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.
- 7.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner, for the term and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 7.4 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-laws, are as follows:

## ARTICLES OF INCORPORATION OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

<u>NAME</u>	<u>ADDRESS</u>
Marvin Smollar	16469 Bridlewood Circle Delray Beach, FL 33445
Robin Smollar	16469 Bridlewood Circle Delray Beach, FL 33445
James Salter	3940 NW 16 <sup>th</sup> Blvd, Bldg B Gainesville, Florida 32635

- 7.5 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

#### ARTICLE 8 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

#### ARTICLE 9 DISSOLUTION

The Association may be dissolved by a vote of three quarters (3/4) of the total members entitled to vote. 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 not-for-profit corporation, association, trust or other organization devoted to such similar purposes.

In the event of termination, dissolution or final liquidation of the Association, responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the Suwannee River Water Management District prior to such termination, dissolution or liquidation can be effective.

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## ARTICLES OF INCORPORATION OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

**ARTICLE 10  
DURATION**

The Association shall exist perpetually.

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**ARTICLE 11  
INCORPORATOR**

The incorporator is Marvin Smollar, whose address is 16469 Bridlewood Circle, Delray Beach, Florida 33445.

**ARTICLE 12  
AMENDMENTS**

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

- 12.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 **Adoption.** Amendment of these Articles shall require the approval of two-thirds (2/3) of each class of Members represented at a meeting in person or by proxy at which a quorum, as defined by the By-Laws, has been attained. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the Members duly called for that purpose, or at an annual meeting of the Members; provided, however, the foregoing requirement as to a meeting of the Members shall not be construed to prevent the Members from waiving notice of a meeting; provided further, if Members (and/or persons holding valid proxies) with not less than two-thirds (2/3) of each class of Members sign a written consent manifesting their intent that an Amendment to these Articles be adopted, then such Amendment shall thereby be adopted as though proposed by the Board of Directors and voted on at a meeting of the membership as hereinabove provided. So long as there shall exist Class B members there shall be no amendments to the Articles of Incorporation without the consent of the Class B members.
- 12.3 **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, without the approval of two-thirds (2/3) of each class of Members represented at a meeting in person or by proxy at which a quorum has been attained. All amendments to these Articles other than the foregoing shall require the approval of a majority of the voting interests of each class of Members represented at a meeting in person or by proxy at which a quorum has been attained.
- 12.4 **Declarant Amendments.** To the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 12.5 **Recording.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Alachua County, Florida with a specific reference to the book and page of the Public Records where the Declaration was recorded which contained, as an exhibit, the initial recording of these Articles.

ARTICLES OF INCORPORATION OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

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BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-laws and the Declaration.

**ARTICLE 14  
INDEMNIFICATION**

- 14.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association against such person for a criminal act, as defined by Florida Statute) by reason of the fact that he is or was a Director, officer, committee member, employer or agent (each, an "Indemnitee") of the Association against liability incurred in connection with such proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not proposed to, the best interests of the Association.
- 14.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, committee member, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith, which shall be assumed unless shown by sufficient evidence to the contrary, and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 14.3 Indemnification for Expenses. To the extent that a Director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 14.1 or 14.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 14.4 Determination of Applicability. Any indemnification under Section 14.1 or Section 14.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, committee member, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 14.1 or Section 14.2. Such determination shall be made:
- (a) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;
  - (b) If such a quorum is not obtainable, by majority vote of a Committee duly

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- designated by the Board of Directors (in which Directors who are parties may vote on the members of the Committee) consisting solely of two or more Directors who are not at the time parties to the proceeding;
- (c) By independent legal counsel selected:
1. By the Board or Directors prescribed in paragraph (a) or the Committee prescribed in paragraph (b); or
  2. If a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), then by a majority of the voting interests of the Voting Members of the Association who were not parties to such proceeding.
- 14.4 Advancing Expenses. Expenses incurred by an officer or Director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this Section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 14.5 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article 14 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, employees, or agents, under any by-law, agreement, vote of Members or disinterested Directors, or otherwise. However, indemnification or advancement of expenses shall not be made to or on behalf of any Director, officer, committee member, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
- (a) A violation of the criminal law, unless the Director, officer, committee member, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
  - (b) A transaction from which the Director, officer, committee member, employee, or agent derived an improper personal benefit; or
  - (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 14.6 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 14 shall continue to a person who has ceased to be a Director, officer, committee member, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 14.7 Definitions. For purposes of this Article 14, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a

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**REGISTERED AGENT CERTIFICATE**

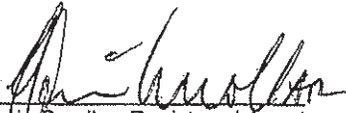
In pursuance of the Florida Not-for-Profit Corporation Act, the following is submitted, in compliance with said statute:

That Baywood Hills Owners' Association, Inc. desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at Palm Beach County, Florida, has named Marvin Smollar, whose address is 16469 Bridlewood Circle, Delray Beach, Florida 33445, as its registered agent to accept service of process and perform such other duties as are required in the State.

**ACKNOWLEDGMENT:**

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states he is familiar with §617.0501, Florida Statutes.

Dated: August 28, 2006

  
Marvin Smollar, Registered Agent

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BY-LAWS OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

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EXHIBIT "C"  
BY-LAWS  
OF  
BAYWOOD HILLS OWNERS' ASSOCIATION, INC.  
A not-for-profit Corporation organized under the laws of the State of Florida

**1 GENERAL**

- 1.1 Identity. These are the By-Laws of BAYWOOD HILLS OWNERS' ASSOCIATION, INC., A Florida not-for-profit corporation (the "Association"), organized for the purposes set forth in its Articles of Incorporation. Until changed, the principal office of the Association shall be located in City of Delray Beach, Palm Beach County, Florida.
- 1.2 Seal. The seal of the Association shall bear the name of the corporation.
- 1.3 Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Baywood Hills (the "Declaration"), to be recorded in the Public Records of Alachua County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. The term "Governing Documents" means the Declaration, the Articles, these By-Laws, the rules and regulations of the Association and all duly authorized and recorded amendments, supplements, and recorded exhibits to any of the foregoing.
- 1.4 Applicability. The provisions of these By-Laws are applicable to the development known as Baywood Hills, located in Alachua County, Florida.
- 1.5 Qualification for Membership. All Owners of record of a Lot shall be members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot. Transfer of ownership of a Lot, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of the Association.
- 1.6 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, is subject to change from time to time as the Board of Directors shall determine. In the absence of a specific determination, the fiscal year shall be the calendar year.

**2 VOTING RIGHTS, MAJORITY, QUORUM, PROXIES**

- 2.1 Voting Rights. The Association shall have two (2) classes of Members and weighted voting, as provided in the Declaration and Articles.
- 2.2 Majority Vote. The acts approved by a "majority of the Voting Members" (as hereinafter defined) shall be binding upon all members for all purposes, except where otherwise provided by law or the Governing Documents. As used in the Governing Documents, the terms "majority of the Owners" and "majority of the Voting Members" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy at any duly called meeting of the Members at which a quorum shall have been attained and shall not mean a majority of the Voting Members themselves. Similarly, if some greater percentage of Voting Members is required in any Governing Document, it shall mean such greater percentage of the votes of Voting Members and not of the

## BY-LAWS OF BAYWOOD HIL

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Voting Members themselves.

- 2.3 Quorum. Except as otherwise provided in these By-Laws, a quorum of Members shall be attained by the presence, either in person or by proxy (limited or general), of Voting Members entitled to cast at least thirty percent (30%) of the total votes of the Members at a duly called meeting of the Members. As long as there is a Class "B" Member, no quorum can exist or be attained unless the Class "B" Member is present or the Class "B" Member has waived, in writing, its presence. After a quorum is established at a duly called meeting Voting Members may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough Class "A" Voting Members to leave less than a quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth herein.
- 2.4 Proxies. Votes of Voting Members can be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable, but shall continue as valid until so revoked or until it terminates.
- 2.5 Fixing Record Date. For the purpose of determining those Members entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Members for any other purpose, the Board of Directors shall fix in advance a date as the record date for such determination ("Record Date"). The Record Date shall not be more than seventy (70) days prior to the date on which the particular action requiring such determination of Members is to be taken. When a determination of Members entitled to vote at any meeting has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new Record Date for the adjourned meeting, which it must do if the meeting is more than ninety (90) days after the date fixed for the original meeting.
- 2.6 Roster of Owners. Each Member shall deliver to the Association a copy of the deed or other evidence of ownership of his Lot along with current phone numbers and e-mail addresses. Based on this information, the Association shall maintain a roster of Members, their Lot numbers, addresses and telephone numbers and e-mail addresses. The Association shall have the right to assess a penalty against any member that fails to provide such contact information or maintain current contact information with the Association. The Association may rely upon the accuracy of such information for all purposes until notified in writing of any changes in the identity of the Member or his address. Only Members reflected on the membership roster as of the Record Date shall be entitled to notice of and to vote at a meeting, unless prior to such meeting the Member shall produce adequate evidence of ownership of a Lot and shall waive in writing notice of such meeting.
- 2.7 Voting Member. The record ownership of each Lot shall be established by reference to the membership roster as of the Record Date for purposes of determining the Voting Member with respect to that Lot. If a Lot is owned by one person, that person shall be deemed to be the Voting Member for such Lot. If a Lot is owned by more than one person (including husbands and wives), those persons shall decide among themselves who shall act as the Voting Member for the Lot and the Voting Member shall be designated in a certificate signed by all record owners and filed with the Association. In the event that those persons cannot so decide, they may elect either to file a certificate in the foregoing manner or to be governed by the terms of Section 2.8. If a Lot is owned

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by a corporation, general partnership, limited partnership or trust, the Voting Member shall be designated in a certificate signed by the corporation's President or Vice President, all of the general partnership's partners, all of the limited partnership's general partners, or all of the trust's trustees, as the case may be. The certificate shall be filed with the Secretary of the Association. 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.

2.8 Failure to File Certificate Designating the Voting Member.

2.8.1 Generally. If the record owner of a Lot (other than the Declarant or Participating Builder) was required but failed to file a certificate as provided in Section 2.7 such Owner shall not be considered the Voting Member for purposes of determining whether a quorum has been attained at the meeting, nor shall such Owner be permitted to vote at meetings of the Members on any issue.

2.8.2 Voting by Co-Owners. If a Lot is owned by more than one person and the co-owners have elected not to file a certificate designating one of them as a Voting Member, the presence (in person or by proxy) of any one or all of them at a meeting of the Members shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If a dispute arises between the co-owners as to how the vote shall be cast, they shall lose the right to cast their vote on the matter being voted upon, but their vote shall be continued to be counted for the purpose of determining the existence of a quorum.

**3 MEETINGS OF MEMBERS**

3.1 Place of Meetings of Members. Meetings of the Members shall be held in Baywood Hills, or such other suitable place in Alachua County as may be designated by the Board of Directors.

3.2 Annual Meeting of Members. The annual meeting of the Members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, 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 the Members in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of March following the year in which the Association is incorporated.

3.3 Special Meetings of Members. Special meetings of the Members may be called at any time by the President or a majority of a quorum of the Board of Directors, or upon a petition signed by Voting Members holding at least thirty percent (30%) of the votes of the Voting Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Notice of Meetings of Members. Notice of a meeting of the Members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a

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conspicuous place in the Common Area. The notice of the annual meeting shall be hand delivered or sent by regular mail to each Member, unless the Member waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. Where a Lot is owned by more than one person, the Association shall provide notice for meetings and all other purposes to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Lot shall so advise the Association in writing, or if no address is given or if the Members disagree, notice shall be sent to the address for the Member as set forth on the deed of the Lot. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to Members of, a specific location on the Common Area upon which all notices of Members' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall constitute such Member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, 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.

An Officer of the Association or the manager or other person providing notice of the meeting shall provide an affidavit or Loted States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section to each Member at the appropriate address for such Member. No other proof of notice of a meeting shall be required.

- 3.5 Adjourned Meetings. If any meeting of the Members cannot be organized because a quorum has not attended, the Voting Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than two (2) days, nor more than thirty (30) days, from the time the original meeting was called. Such adjourned meetings may be held only upon a new notice thereof as provided in this Article, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.
- 3.6 Order of Business. The order of business at all meetings of the Members shall (unless waived) be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of waiver of notice, (c) reading of minutes of preceding meeting; (d) reports of Officers; (e) reports of committees; (f) election of Directors, if required; (g) unfinished business; and (h) new business. Meetings of Members shall be conducted by the person selected as President of the Association by the Board of Directors.
- 3.7 Action Without A Meeting. To the extent lawful, any action required or which may be taken at any annual or special meeting of 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 Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which all Voting Members (or authorized persons) entitled to vote thereon were

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present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Voting Members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. Written consent shall not be effective unless consents in the appropriate form have been signed by Voting 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 delivered to the Association as aforesaid. Any written consent may be revoked prior to the date 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 Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to all Owners. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. As long as there is a Class "B" Member, no action can be taken by written consent unless the Class "B" Member has given its written consent.

- 3.8 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed to be accurate evidence of the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.
- 3.9 Participation by Members. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Members shall have the right to speak at the annual and special meetings of the Committee meetings and Board meetings with reference to all designated agenda items. A Member does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Member to speak on such items in its discretion. Every Member who desires to speak at a meeting, may do so, provided that the Member has filed a written request with the Secretary of the Association no less than twenty-four (24) hours prior to the scheduled time for commencement of the meeting, unless this requirement is waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers). Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Members speaking at a meeting shall be limited to a maximum of five (5) minutes per speaker. Any Member may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:
- 3.9.1 The only audio and video equipment and devices which Members are authorized to utilize at any such meeting is equipment which does not produce distracting sound, light or heat emissions;
- 3.9.2 Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
- 3.9.3 Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

## BY-LAWS OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

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**4 BOARD OF DIRECTORS**

- 4.1 Number, Term and Qualification. The affairs of the Association shall be governed by an odd number of Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined, from time to time, by a majority of the Voting Members. A Member must be current in the payment of all Association Assessments and Charges to be eligible to run for and hold the position of a Director. Directors must be natural persons who are eighteen (18) years of age or older. All Directors, except those designated by the Declarant, shall be Members of the Association. All Officers of a corporate Owner shall be deemed to be Members of the Association so as to qualify as a Director herein. Initially the Board of Directors shall be composed of three (3) persons.

Directors appointed or elected by the Declarant shall serve for a term of one (1) year thereafter or until his successor is duly elected or appointed. At the first election of Directors where the Class "A" Members are entitled to elect a majority of the Directors, the size of the Board of Directors shall be increased to five (5) Directors and the Directors shall be elected for staggered terms as follows: (a) the three (3) candidates receiving the highest, second highest and third highest number of votes shall each be elected as Directors for a term of two (2) years; (b) any remaining vacancies shall be filled by the candidates receiving the next highest number of votes, which Director(s) shall each be elected for a term of one (1) year. At each annual election held thereafter, Directors chosen to succeed those whose terms expire shall be elected for a term of two (2) years. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. The conveyance of all Lots owned by any Director (except Directors appointed by Declarant or other Directors who are not Owners) shall result in the automatic resignation of such Director. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

- 4.2 Election and Term of Office. Directors shall be elected by written ballot by a majority of Voting Members at the annual meeting of the Members, as provided in these By-Laws. Each Voting Member shall be entitled to cast their vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. In the event that an annual meeting is not held, or the Board is not then elected, the Board may be elected at a special meeting of the Members held for that purpose.
- 4.3 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Voting Members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, increases in the size of the Board or in case the Voting Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place.

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- 4.4 Removal of Directors. Any one or more of the Directors (other than Declarant's or Participating Builder's designees) may be removed with or without cause by a majority vote of the Voting Members of the Association, provided the following procedures are followed:
- 4.4.1 A recall meeting may be called at any time by the President or a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members holding at least thirty percent (30%) of the votes of the Voting Members.
- 4.4.2 Written notice of the recall meeting shall be mailed or delivered not less than fourteen (14) days or more than sixty (60) days from the date when the recall meeting is scheduled. The recall meeting notice shall:
- 4.4.2.1 State that the purpose of the meeting is to recall one or more members of the Board and, if a majority or more of the Board of Directors is subject to recall, the notice shall also state that an election to replace recalled Board members will be conducted at the meeting;
- 4.4.2.2 List by name each Director sought to be recalled at the meeting, even if every Director is sought to be recalled;
- 4.4.2.3 Specify a person, other than a Director subject to recall at the meeting, who shall determine whether a quorum is present, call the meeting to order and preside at it;
- 4.4.2.4 List at least as many eligible persons who are willing to be candidates for replacement Directors as there are Directors sought to be recalled, in those cases where a majority or more of the Board of Directors is sought to be recalled. Candidates for replacement Board members shall not be listed when a minority of the Board is sought to be recalled, as the remaining Directors of the Board may appoint replacements. In addition, the notice must state that nominations for replacement Directors may be taken from the floor at the meeting;
- 4.4.2.5 Have attached to it proof of compliance with the provisions of paragraph 4.4.1 above; and
- 4.4.2.6 Be mailed or delivered to the Board of Directors at least fourteen (14) days proper to the recall meeting. The notice shall become an official record of the Association upon actual receipt by the Board.
- 4.4.3 Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. A separate vote shall be required for each Board member sought to be removed. The minutes of the recall meeting shall include at a minimum the following: record the vote count taken on each member of the Board sought to be recalled; state whether the recall was effective as to each Director sought to be recalled; record the vote count taken on each candidate to replace the Directors subject to recall and, if applicable, the specific seat each replacement Director was elected to, in those cases where a majority or more of the existing Board was subject to recall. The minutes shall be delivered to the Board of Directors and, upon such delivery to the Board, become an official record of the Association.
- 4.4.4 When one or more Directors have been removed at a meeting of the Members, the following provisions apply regarding the filling of vacancies on the Board of Directors:

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- 4.4.4.1 If less than a majority of the existing Board is recalled at the meeting, no election of replacement Directors shall be conducted at the Members' meeting as the existing Board of Directors may, in its discretion, fill these vacancies by the affirmative vote of the remaining Directors. In the alternative, if less than a majority of the existing Board of Directors is recalled at the meeting, the Board may call and conduct an election to fill a vacancy or vacancies;
- 4.4.4.2 If a majority or more of the existing Board of Directors is recalled at the meeting, an election shall be conducted at the recall meeting to fill vacancies on the Board occurring as a result of recall. A majority vote of the Voting Members may vote to elect replacement Directors in an amount equal to the number of recalled Directors.
- 4.4.4.3 A Director appointed or elected pursuant to this Section 4.4 shall fill the vacancy until the next regularly scheduled election for any Board position, regardless of whether the Board position to which the Director was appointed or elected is scheduled to be filled at that election.
- 4.4.4.4 Any Director who is removed from the Board shall not be eligible to stand for re-election or appointment to the Board until the next annual meeting of the Members.
- 4.4.4.5 Any Director removed from office shall turn over to the Board of Directors within seventy-two (72) hours any and all records of the Association in his possession.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within fifteen (15) days of their election or appointment. The Directors calling the organizational meeting shall give at least two (2) days advance notice thereof, stating the time and place of the meeting, unless waived by a majority of directors as recorded in the minutes of their organizational meeting.
- 4.6 Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. 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 one-third (1/3) of the Directors. Notice of all meetings shall be given to each Director, personally or by mail, telephone or facsimile and shall be transmitted at least two (2) days prior to the meeting. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously in the Common Areas at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Meetings of the Board of Directors and any Committee thereof at which quorum of the members of that Committee are present shall be open to all Members. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items, as herein provided. The Association may adopt reasonable rules governing the frequency, duration and manner of Member statements. The Board shall adopt by rule, and give notice to the Members of, a specific location in the Common Areas upon which all notices of Board and/or Committee meetings shall be posted.

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Directors may not vote at Board meetings by proxy or by secret ballot.

- 4.7 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 due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened. The transactions at any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.
- 4.8 Quorum. A quorum at a Board of Directors' meetings shall consist of a majority of the entire Board. 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 of Directors, except when approval by a greater number of Directors is specifically required by the Governing Documents.
- 4.9 Adjourned Meetings. If at any proposed meeting of the Board of Directors, 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 as long as notice of such business to be conducted at the rescheduled meeting is given, if required.
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding Officer at the Directors' meeting shall be the President (who may, however, designate any other Officer to preside).
- 4.12 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all Directors. Any action so approved shall have the same effect as though taken at a duly constitute meeting of the Directors.
- 4.13 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable. The resolution establishing a Committee shall appoint its members, as well as a chair, state the purposes of the Committee, and provide for reports, termination and other administrative matters as deemed appropriate by the Board.
- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and

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Board members at any reasonable time. The vote or abstention of each Director on each issue voted on by the Board at a meeting shall be reflected in the minutes of such meeting. The Association shall retain these minutes for a period of not less than seven (7) years.

- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Article 4 or otherwise, the Board shall consist of three (3) Directors during the period that the Declarant is entitled to appoint the Directors, as hereinafter provided. The Declarant shall have the right to appoint all of the members of the Board of Directors until the Class "B" Membership terminates as set forth in the Declaration and Articles.

The Declarant may transfer control of the Association to the Class "A" Members prior to the date set forth in the Declaration and Articles for termination of the Class "B" Membership in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Class "A" Members to elect Directors and assume control of the Association. Provided that at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to the Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Class "A" Members refuse or fail to assume control.

- 4.16 Emergency Powers. In the event of an "emergency" as defined in Section 4.16.7 below, the Board of Directors of the Association may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

4.16.1 The Board may name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

4.16.2 The Board may relocate the principal office, or designate alternative principal offices, or authorize the Officers to do so.

4.16.3 During an emergency the Board may hold meetings with notice give only to those Directors with whom it is practicable to communicate, and the notice may be given in any reasonable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.

4.16.4 Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

4.16.5 Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency By-Laws shall incur no liability for doing so, except in the case of willful misconduct.

4.16.6 The provisions of these emergency By-Laws shall supersede any inconsistent or contrary provisions of the By-Laws during the period of the

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emergency.

4.16.7 An "emergency" exists for purposes of this Section during the time a quorum of the Association's Directors cannot readily be assembled because of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other such occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered evacuation of, the area in which Baywood Hills is located. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

4.17 Execution of Documents. The Board of Directors, except as in these By-Laws otherwise provided, hereby authorizes its President or Vice President, to enter into any contract or execute any instrument in the name and on behalf of the Association.

## 5 AUTHORITY OF THE BOARD

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper Officers of the Association, in exercising such powers, except such acts which by law or the Governing Documents may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- 5.1 Operating and maintaining all Common Areas, Lot Landscaping and Association Property, as well as the maintenance and welfare of the common interest in Baywood Hills for the benefit of its Members.
- 5.2 Determining the expenses required for the operation of the Association and Common Areas, Lot Landscaping and Association Property.
- 5.3 Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- 5.4 Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- 5.5 Purchasing, leasing or otherwise acquiring property, including, without limitation, Lots, Lots or other property within the Property at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- 5.6 Making repairs, addition and improvements to, or alterations of, Common Areas and Association Property in accordance with the provisions of the Declaration.
- 5.7 Allocating income and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.
- 5.8 Levying fines against appropriate Members and Occupants for violations of the rules and regulations established by the Association to govern the conduct of Members

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and Occupants. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Member and, if applicable, his tenant, licensee or invitee.

- 5.9 Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of Common Areas, Lot Landscaping and Association Property (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of a majority of the Voting Members shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed Fifty Thousand Dollars (\$50,000.00) during 2006, and adjusted each year by the Labor Dept's CPI for all cities.
- 5.10 Contracting for the management, maintenance, repair and replacement of the Common Areas, Lot Landscaping and Association Property 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 the Governing Documents and maintenance, repair, and replacement of the Common Areas, Lot Landscaping and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all time the powers and duties granted by the Governing Documents, including, but not limited to, the making of the Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- 5.11 At its discretion, authorizing Members or other persons to use portions of the Common Areas and Association Property for private parties and gatherings and imposing reasonable charges for such private use, should it deem it appropriate.
- 5.12 Exercising (i) all powers specifically set forth in the Governing Documents, (ii) all powers incidental thereto, and (iii) all other powers not prohibited to a Florida not-for-profit corporation or a Florida "homeowners' association" as defined in Chapter 617, Florida Statutes.
- 5.13 Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.
- 5.14 Selecting, appointing and removing all Officers, agents and employees of the Association, prescribing such powers and duties for them as may be consistent with law and the Governing Documents, and fixing their compensation, if any.
- 5.15 Changing the principal office for the transaction of the business of the Association; designating any place for the holding of any annual or special meeting or meetings of Members consistent with the provisions hereof.
- 5.16 Fixing and levying from time to time Assessments upon the Owners, as provided in the Declaration; setting the due date for the payment of such Assessments and the date upon which the same shall become delinquent. Assessments shall be fixed and levied to provide for the payment of the expenses of the Association, expenses for the operation, maintenance, repair and replacement of Common Areas (including without limitation any structure and/or other facilities constructed on the Common Areas), Lot Landscaping and Association Property, for security and monitoring of the Property, and

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for taxes and governmental assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, all in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration.

- 5.17 Enforcing the provisions of the Governing Documents and other agreements of the Association.
- 5.18 Contracting and paying for fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Areas, Lot Landscaping and Association Property and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.
- 5.19 Contracting and paying for maintenance, gardening, utilities, materials, and supplies and services relating to the Common Areas and Association Property, and to employ personnel necessary for the operation of the Common Areas, Association Property, and the Association, including legal, accounting and management services (subject to limitations set forth in the Articles regarding claims against the Declarant) and contracting and paying for Improvements to Common Areas.
- 5.20 Contracting and paying for maintenance, gardening, materials, and supplies, and services relating to the Lot Landscaping, and contracting and paying for Improvements to Lot Landscaping.
- 5.21 Delegating its powers according to law.
- 5.22 Granting easements where necessary for utilities, sewer facilities, road access, water drainage and such other services over the Common Areas that the Board of Directors shall deem appropriate.
- 5.23 Fixing, determining and naming, from time to time, if necessary or advisable, the public agency, fund, foundation or non-profit corporation or association, which is then organized, to which the assessments of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.
- 5.24 Adopting such rules and regulations as the Board may deem necessary for the management of the Common Areas, Association Property and the overall welfare of the community, which rules and regulations shall become effective and binding after (1) they

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are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of Directors attached to a copy of the rules and regulations of the Association, and (2) they are posted in a conspicuous place in the Common Areas. Such rules and regulations shall not materially adversely affect the rights, privileges or preferences of Declarant as established by the Governing Documents without the prior written approval of Declarant. Such rules and regulations may concern, without limitation, use of the Common Areas and Association Property, Lot Landscaping, signs, parking restrictions, minimum standards of Lot owner property maintenance consistent with the Declaration and the procedures of the Design Review Board; and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these By-Laws.

## 6 OFFICERS

- 6.1 Designation. The principal Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other Officers as in their judgment may be necessary. Officers need not be Directors. Any two offices may be held by the same person, but the office of President or Secretary may not be held by the same person.
- 6.2 Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors, and each Officer shall hold his office at the pleasure of the Board of Directors, until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and have qualified to serve.
- 6.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any Officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose. Removal of an officer shall not constitute removal as a director, should an officer also be a director. Directors may only be removed in a manner consistent with the by-laws, covenants and restrictions.
- 6.4 President. The President shall be the chief executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The President shall be *ex officio* a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of Directors of these By-Laws of the Association.
- 6.5 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent, disabled or refuses or is unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these By-Laws.
- 6.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board of

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Directors and the minutes of all meetings of the Members of the Association at the principal office of the Association or at such other place as the Board of Directors may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Directors required by these By-Laws or by law to be given. The Secretary shall maintain a list of Members, listing the names, addresses, phone number and e-mail addresses of the Members as furnished by the Association, and the name of the Members shall be changed only at such time as satisfactory evidence of a change in ownership is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors.

- 6.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and other records of business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall see that the funds of the Association are dispersed as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the President and Directors, upon request. The Treasurer shall see that an accounting is made of all of his transactions as Treasurer and that of the Association and cause a report of the financial condition of the Association to be issued annually, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.
- 6.8 Developer Appointees. No Officer appointed by the Declarant may be removed except as provided in Section 4.15 hereof and by law.

## 7 COMPENSATION; RESIGNATION

- 7.1 Compensation. Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director, Officer or other person as an employee of the Association, or from contracting with a Director or Officer for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
- 7.2 Resignation. Any Director or Officer may resign his post at any time by written resignation delivered to the Board or to the President or Secretary of the Association. Any such resignation 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 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 Officers who were not Owners) shall constitute a de facto resignation of such Director or Officer.

## 8 BUDGET AND ASSESSMENTS

- 8.1 Adoption by Board; Items. The Board of Directors shall from time to time, and at least

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annually, prepare a budget for the Association and all Common Areas, Lot Landscaping and Association Property governed and operated by the Association, 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. In addition, if the Association maintains Limited Common Areas with the cost to be shared only by those entitled to use the Limited Common Areas, the budget or a schedule attached thereto shall show amounts budgeted therefore. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law).

- 8.2 Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year, the Board of Directors 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, or propose a budget in writing to the Members, and if such budget is adopted by the Voting Members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.
- 8.3 Assessments. Assessments against Members for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarterly), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 8.4 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.
- 8.5 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Board 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

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Board. All reserve and operating funds collected by the Association from Assessments or otherwise shall not be commingled in a single fund and shall be divided into more than one fund as determined by a majority of the Board. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.

- 8.6 Acceleration of Installment Upon Default. If a Member shall be in default in the payment of an installment upon his Assessments, the Board of Directors may accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to the Member and the filing of a claim of lien, and the then unpaid balance of the current budget year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Member, or not less than ten (10) days after the mailing of such notice to him by certified mail or by a nationally recognized express delivery service, such as Federal Express, whichever shall first occur.
- 8.7 Fidelity Bonds. Fidelity Bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event less than the greater of Ten Thousand Dollars (\$10,000) or the maximum amount that will be in the custody or control of the Association or any persons handling or responsible for Association funds at any one time. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 8.8 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to the generally accepted accounting practices normally used by similar associations. The records shall be open to inspection by Members or their authorized representatives at reasonable times on reasonable notice. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot or Lot designating the name and current mailing address and phone number of the Member, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Within sixty (60) days following the end of the fiscal year, the Board shall mail or deliver to each Member a complete financial report of actual receipts and expenditures for the previous twelve (12) months and a complete set of financial statements for the preceding year prepared in accordance with generally accepted accounting principles.

## 9 AMENDMENTS TO BY-LAWS

These By-Laws may be amended in the following manner:

- 9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Voting Members holding not less than one-third (1/3) of the votes of the Association. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The proposed amendment must be approved by not less than a majority of

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the votes cast by Voting Members, present in person or by proxy at a duly called meeting of Members and by not less than sixty-six and two third percent (66 2/3%) of the entire Board of Directors.

#### 10 CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other provisions of these By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### 11 INDEMNIFICATION OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND AGENTS

On the terms and conditions set forth in the Articles, the Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he is or was a Director, Officer, Committee Member, employer or agent of the Association against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

#### 12 OFFICIAL RECORDS

The Association shall keep in its office for the transaction of business the original or a copy of the Governing Documents and all other official records of the Association required by law, including, but not limited to, the following:

- 12.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other Property that the Association is obligated to maintain, repair, or replace.
- 12.2 The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.
- 12.3 A current roster of all Members and their mailing addresses and Lot number.
- 12.4 All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- 12.5 A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- 12.6 The financial and accounting records of the Association kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - 12.6.1 Accurate, itemized, and detailed records of all receipts and expenditures.

BY-LAWS OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

INSTRUMENT # 2305713  
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- 12.6.2 A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- 12.6.3 All tax returns, financial statements, and financial reports of the Association.
- 12.6.4 Any other records that identify, measure, record, or communicate financial information.

The official records shall be maintained within the State of Florida 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.

**WE HEREBY CERTIFY THAT** the foregoing By-Laws of the Association were duly adopted by the Board of Directors of the Association on the \_\_\_\_ day of August, 2006.

APPROVED:

BAYWOOD HILLS OWNERS' ASSOCIATION, INC.,  
A Florida not-for-profit corporation

By: *Marvin Smollar*  
Marvin Smollar  
Its President

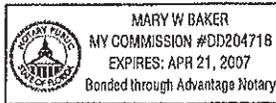
By: *James Salter*  
James Salter  
Its Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2006, by Marvin Smollar, President, on behalf of said corporation, who is personally known to me.

*Mary W Baker*  
Notary Public

My commission expires:

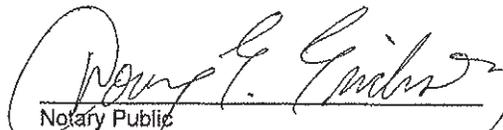


BY-LAWS OF BAYWOOD HILLS OWNERS' ASSOCIATION, INC.

INSTRUMENT # 2305713  
73 PGS

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of ~~September~~ <sup>August</sup>, 2006,  
by James Salter, Secretary, on behalf of said corporation, who is personally known to me.

  
\_\_\_\_\_  
Notary Public

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA  
 Dorene E. Erickson  
Commission # DD450986  
Expires: JULY 31, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Baywood Hills Approved Plant List  
EXHIBIT "D"

INSTRUMENT # 2305713

### Approved Plant List

73 PGS

#### SHADE TREES

MG	Southern Magnolia Magnolia grandiflora	#30	9'ht x 4' spr; 1 1/2 " cal min
QS	Shumard Oak Quercus laurifolia	#30	10-12'ht x 5'spr; 3 1/2" cal min
QV	Live Oak Quercus virginia	#30	10-12'ht x 5'spr; 3 1/2" cal min
UPD	Drake Elm Ulmus parvifolia	#30	10-12'ht x 5'spr; 3 1/2" cal min
<b>ORNAMENTAL TREES</b>			
BN	River Birch Betula nigra	#30	10-12'ht x 4-5'spr
CF	Florida Dogwood Cornus Florida	#15	7-8'ht x 3-4'spr
IAF	Fosteri Holly Ilex attenuata	#30	10-12'ht x 3-4'spr
IOEP	East Palatka Holly Ilex opaca	#30	10-12'ht; full; 3" cal min
IVP	Weeping Holly Ilex vomitoria	#30	10-12'ht x 3-4'spr; 3" cal min
LI	Crape Myrtle Lagerstroemia indica	#30	10-12'ht x 5-6'spr; multi-trunk
LT	Ligustrum Tree-Type Ligustrum lucidum	B&B	8-10'ht x 6-7'spr
MS	Japanese Magnolia Magnolia soulangiana	B&B/#30	8-10'ht x 4-5'spr
PC	Bradford Pear Pyrus calleryana	B&B/#30	10'-12'x 5-6'spr

#### PALMS

BC	Pindo Palm Butia capitata	B&B	clear trunk; 10-12' ht
SP	Cabbage Palm Sabal palmeto	B&B	
WR	Washington Palm Washington robusta	B&B	

## Baywood Hills Approved Plant List

**Approved Plant List (cont'd)****SCREEN PLANTS**INSTRUMENT # 2305713  
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ID	Dwarf Delcambre Holly <i>Ilex comuta 'Delcambre'</i>	#3	18-24" oa 2'-6" oc
IP	Florida Anise <i>Illicium parviflorum</i>	#3	24"-30: oa 30"oa;
JV	Red Cedar <i>Juniperus virginia</i>	B&B	6-8'ht; full
LJ	Ligustrum Hedge <i>Ligustrum japonica</i>	#3	18-24"ht
MC	Wax Myrtle <i>Myrica cerifera</i>	#15	5- 6'ht x 3- 4'spr; multi-trunk; full
MG	Southern Magnolia <i>Magnolia grandiflora</i>	' #30	9'ht x 4' spr; 1 1/2 " cal min
PE	Slash Pine <i>Pinus elliottii</i>	#30	10'12'htx 4- 5'spr
PM	Podocarpus <i>Podocarpus macrophyllus</i>	#15	5-6'ht x 18-24"spr
VO	Sweet Viburnum <i>Viburnum odoratissimim</i>	#3	18-24"ht x 18-24"spr

**RETENTION POND PLANTS**

AR	Red Maple <i>Acer rubrum</i>	#30	8-10ht x 4'spr
BN	River Birch <i>Betula nigra</i>	#30	10-12'ht x 4-5'spr
TD	Bald Cypress <i>Taxodium distichum</i>	#30	10-12'ht x 6-8'spr

## Baywood Hills Approved Plant List

**Approved Plant List (cont'd)**

INSTRUMENT # 2305713

73 PGS

**SHRUBS**

BMJ	Japanese Boxwood Buxus microphylla	#3	15-18"ht x 15-18"spr
ICB	Dwarf Globe Holly Ilex cornuta	#3	18-24"oa; 2'-6'oc
IVN	Dwarf Yaupon Ilex vomitoria	#3	18-24"oa; 3'oc
PA	Plumbago Plumbago auriculata	#3	18"-24"
PT	Pittosporum Pittosporum tobira	#3	18-24"ht x 18-24"spr
RDR	Azalea 'Duc de Rohan' Rhododendrom obtusum	#3	18-24"oa 3'oc
RG	Azalea 'GG Gerbing Rhododendron simsii	#3	18-24"oa; 4'oc
RGT	Azalea 'George Tabor' Rhododendron simsii	#3	24-30"ht x 24-30"spr
RSC	Azalea Rhododendron simsii 'Southern Charm'	#3	24-30"ht x 24-30"spr
RI	Indian Hawthorne Raphiolepis indica	#3	18"ht x 18" spr
ROF	Dwarf Azalea Rhododendron obtusum 'Fashion'	#3	18-24"ht x 20" spr
RRR	Dwarf Azalea Rhododendron obtusum 'Red Ruffles'	#3	18-24"oa
ZF	Coontie Zamia floridana	#3	24"ht x 24" spr

## Baywood Hills Approved Plant List

**Approved Plant List (cont'd)**INSTRUMENT # 2305713  
73 PGS**GROUNDCOVERS**

AA	Lily of the Nile Agapanthus africanus	#1	full gal
AE	Cast Iron Plant Aspidistra elatior	#1	full gal 5-7 leaves
FA	Flowering Annuals	4"pots	full
HC	Algerian Ivy Hedera helix	4"pots	full gal 2-3runners
HF	Holly Fern Cyrtomium falcatum	#1	full
HS	Daylily Hemerocallis spp.	#1	full gal
JP	Parson's Juniper Juniperus parsonii	#1	full gal 14"-16"sp
LEG	Liriope 'Evergreen Giant' Liriope muscari	#1full	full; 2'oc
MI	African Iris Moraea iridioides	#1	full gal
NE	Boston Fern Nephrolepis exalta	#1	full gal
OJ	Mondo Grass Ophiopogon japonicus	4" pots	full quart
TA	Dwarf Jasmine Trachelospermum asiaticum	#1	full gal

## Baywood Hills Approved Plant List

**Approved Plant List (cont'd)**INSTRUMENT # 2305713  
73 PGS**ACCENT PLANTS**

CJA	Camellia Camellia japonica	#3	18-24"ht x
CSQ	Sasanqua Camellia Camellia sasanqua	#3	18-24" ht x 2'-18" spr
CA	Crinum Lily Crinum asiaticum	#7	30-36"ht x 30-36"spr
CH	European Fan Palm Chamaerops humilis	#7	3'ht x 3'spr; triple
CR	Sago Palm Cycas revoluta	#7	30"ht x 30" spr
FJ	Japanese Fatsia Fatsia japonica	#3	24-30"ht x 30" spr
HM	French Hydrangea Hydrangea macrophylla	#3	24-30"ht x 18" spr
LC	Dwarf Gold Lantana Lantana camara	#1	full gal
ND	Heavenly Bamboo Nandina domestica	#7	24-40' ht 8-10 canes
PS	Philodendron Philodendron selloum	#3	36"ht x 36" spr
RE	Firecracker Plant Russelia equisetiformis	#3	30-36"; 3' oc
RP	Raphis Palm Raphis excelsa	#7	4'ht x 2-3'spr
ST	Spirea Spirea thunbergii	#3	18-24" oa, 3' oc
TF	Windmill Palm Trachycarpus fortunei	#7	3'ht x 3'spr

mailproducts.com  
500 West Oklahoma Ave. Milwaukee, WI, 53207.

Toll-free 1-800-229-4500

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Fig. I

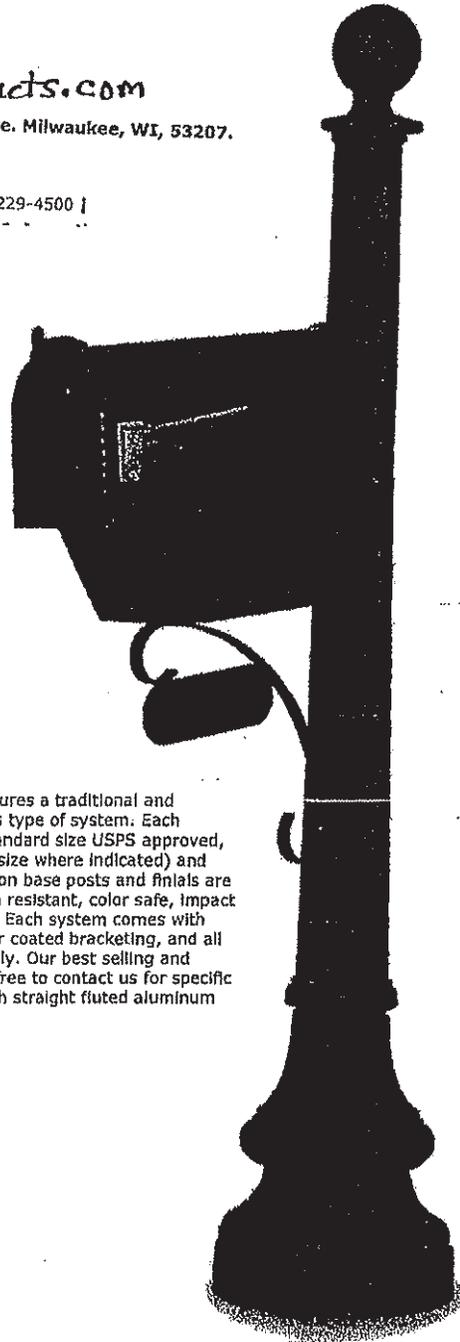
**Product Details**

**Product Number:** N1019813

**Product Description**

Classic Colonial Mailbox line features a traditional and sophisticated style unique to this type of system. Each Classic Colonial comes with a standard size USPS approved, dome shaped mailbox (medium size where indicated) and direct burial base. The Washington base posts and finials are poly-cast making them corrosion resistant, color safe, impact resistant, and maintenance free. Each system comes with black stainless hardware, powder coated bracketing, and all components required for assembly. Our best selling and standard color is black, but feel free to contact us for specific color. Note: Mailbox systems with straight fluted aluminum posts are indicated..

Color: Black



**Birmingham Fnt Mt Tube/Scroll/Round Wash**

N1022331-Vinyl numbering for address plates, Colonial and 1812 series- Mailproducts.com

Page 1 of 1

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[Horizontal Mailboxes](#) | [Guardian Mailboxes](#) | [Vertical Mailboxes](#) | [Cluster Box Units](#) | [Guardian Series](#) | [Residential Mailboxes](#)

Type Keyword / Product #  **Vinyl numbering for address plates, Colonial and 1812 series**

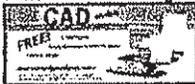
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**New! CAD Drawings**  


**Product Details**  
**Product Number:** N1022331

**Product Description**  
For those who prefer a more traditional look, we also offer the U.S. Postal Service approved Classic Colonial Mailbox line. This line features a sophisticated style, with features unique to this type of system. Each Classic Colonial comes with standard size, dome shaped mailbox (except where indicated) and direct burial system. The posts and finials are poly-cast, a process that is corrosion resistant, color safe, impact resistant and maintenance free. Each system comes complete with all black stainless hardware, powder coated bracketing, and all components required for assembly. Our best selling and standard color is black, but feel free to contact us for specific needs. Note: Mailbox systems with aluminum posts are indicated. Put a matching Colonial Light Post at the entrance of each driveway.

**Available On The Following:**  
Carrington  
Eastport  
Birmingham  
Weston  
Monroe  
Sarasota  
Boulder with Scroll  
Boulder  
Everette  
Salem  
Rosedale  
Oak Ridge

Please select your item.



Quantity:

Fig. I (cont'd)

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## Detail by Entity Name

### Florida Limited Liability Company

ALACHUA DEVELOPMENT CO., LLC

### Filing Information

<b>Document Number</b>	L05000047244
<b>FEI/EIN Number</b>	510543569
<b>Date Filed</b>	05/05/2005
<b>State or Country</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

### Mailing Address

16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

### Registered Agent Name & Address

SMOLLAR, MARVIN  
16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

### Manager/Member Detail

#### **Name & Address**

Title MGRM

ALACHUA MANAGEMENT CO., LLC  
16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2011	04/18/2011
2012	03/12/2012
2013	01/28/2013

**Document Images**

<a href="#">01/28/2013 -- ANNUAL REPORT</a>	View image in PDF format
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<a href="#">05/05/2005 -- Florida Limited Liabilites</a>	View image in PDF format

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**Search Date: 3/27/2013 at 11:48:26 AM - Data updated: 03/27/13 Parcel: 03067-006-000**

<b>Taxpayer:</b>	ALACHUA DEVELOPMENT CO LLC	<b>Legal:</b>	COM NE COR SEC 15-8-18 W 1320 FT POB S 1080.60 FT NWLY ALG R/W 84.84 FT M/L N 36 DEG E 29.82 FT N 837.57 FT N 53DEG W 395 FT S 36 DEG W 445.15 FT S 43 DEG W 32.06 FT S 11 DEG E 51 FT SWLY ALG CURVE 196.12 FT S 36 DEG W 10 FTN 53 DEG W 327.25 FT NWLY ALG CURVE 304.08 FT N 100.65 FT TO THE NW COR OF NNE1/4 SEC 15 N 2360.55 FT E 1324.77 FTS 2311.39 FT POB ALSO BKS 15 16 17 20 21 22 & 23 LOTS 1 & 2 OF BK 26 LOTS 1 & 2 BK 27 ALACHUA REALTY CO ADDN TOALACHUA PB A-100 (LESS PARCEL K/A CENTURY OAKS UNREC'D S/D LOT 5 PER OR 2203/0503) (LESS PARCEL K/A CENTURYOAKS UNREC'D S/D LOT 8 PER OR 2205/0591)LESS CENTURY OAKS S/D PB U-59)(LESS BAYWOOD PH 1-A PER PB 28 PG 10) (LESSPARCEL K/A LOWES PER OR 3823/513) (LESS R/W PER OR 3823/611) (LESS BAYWOOD PH 1-B PB 28 PG 78)(LESS BAYWOODCENTRE PB 28 PG 91)
<b>Mailing:</b>	16469 BRIDLEWOOD CIR DELRAY BEACH, FL 33445		
<b>Location:</b>	15615 NW US HIGHWAY 441 Alachua		
<b>Sec-Twn-Rng:</b>	10-8-18		
<b>Use:</b>	VACANT COMM		
<b>Tax Jurisdiction:</b>	Alachua		
<b>Area:</b>	ALACHUA COMMERCIAL		
<b>Subdivision:</b>			

**Assessment History**

**\*\* Exempt Amount and Taxable Value History reflect County Amounts, School Board and City Amounts may differ. \*\***

Year	Use	Land	MktLand	Building	Misc	Total	SOH Deferred	Assessed	Exempt**	Taxable**	Taxes
2012	VACANT COMM	1414400	1414400	0	0	1414400	0	1414400	0	1414400	35056.9
2011	VACANT COMM	1376200	1376200	0	0	1376200	0	1376200	0	1376200	34860.38
2010	VACANT COMM	1414400	1414400	0	0	1414400	0	1414400	0	1414400	35567.63
2009	VACANT COMM	1578500	1578500	0	0	1578500	0	1578500	0	1578500	39501.18
2008	VACANT COMM	1578500	1578500	0	0	1578500	0	1578500	0	1578500	35763.93
2007	Vacant	3034400	3034400	0	0	3034400	0	3034400	0	3034400	68989.21
2006	Vacant	1301100	1301100	0	0	1301100	0	1301100	0	1301100	32869.18
2005	CROPSOIL CLASS2	146900	338900	0	0	146900	0	146900	0	146900	3827.66
2004	CROPSOIL CLASS2	146900	338900	0	500	147400	0	147400	0	147400	3878.18
2003	CROPSOIL CLASS2	146400	338900	0	0	146400	0	146400	0	146400	3941.93
2002	CROPSOIL CLASS2	146400	338900	0	0	146400	0	146400	0	146400	3998.08
2001	CROPSOIL CLASS2	146400	338900	0	0	146400	0	146400	0	146400	3997.78
2000	Vacant	502200	502200	0	0	502200	0	502200	0	502200	13990.98
1999	GRZGSOIL CLASS2	87000	425000	0	0	87000	0	87000	0	87000	2402.72
1998	GRZGSOIL CLASS2	53100	505000	0	0	53100	0	53100	0	53100	1507.84
1997	GRZGSOIL CLASS2	11300	487500	0	0	11300	0	11300	0	11300	327.81

**Land**

Use	Zoning	Acres
ACREAGE NON AG	RSF6	35.68
RET COMM		6.33
<b>2012 Certified Land Value: 1414400</b>		

**Sale**

Date	Price	Vacant	Qualified	OR Book	OR Page	Instrument
07/12/2005	3605000	Yes	Yes	3168	1293	Warranty Deed
09/27/2004	2350000	Yes	Yes	3000	0686	Warranty Deed
09/22/2004	100	Yes	No	3000	0677	Quitclaim Deed
09/27/1996	497300	Yes	Yes	2082	2132	Deed

**Permit**

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

Permit Number	Permit Type	Issue Date	Final Date	Appraisal Date	Comment
08-11335	SIGN PERMIT	02/04/2008	12/25/2008	12/25/2008	SIGN

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2152178 2 PGS  
2005 JUL 14 04:36 PM BK 3168 PG 1293  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK10 Receipt#244022  
Doc Stamp-Deed: 25,235.00

This Document Prepared By and Return to:  
Darryl J. Tompkins, Esquire  
Darryl J. Tompkins, P.A.  
14420 NW 151st Blvd.  
P.O. Box 519  
Alachua, FL 32616

Parcel ID Number: 03067-006-000

# Warranty Deed

This Indenture, Made this 12<sup>th</sup> day of July, 2005 A.D., Between  
441 Properties of Alachua, Ltd., a Florida limited partnership

of the County of Alachua, State of Florida, grantor, and  
Alachua Development Co. LLC, a Florida limited liability company  
whose Federal Tax I.D. Number is 51-0543569 and whose Document Number  
issued by the State of Florida is L05000047244  
whose address is: 16469 Bridlewood Circle, Delray Beach, FL 33445

of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

TEN DOLLARS (\$10) DOLLARS,

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Alachua, State of Florida to wit:

See Exhibit "A" attached hereto.

### SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority.
- B. Restrictions and matters appearing on the plat and/or common to the subdivision.
- C. Taxes for the year 2005 and subsequent years.

THE REASON FOR INSERTING THE FEDERAL TAX IDENTIFICATION NUMBER AND THE DOCUMENT NUMBER ISSUED BY THE STATE OF FLORIDA IS TO AVOID CONFUSION BETWEEN THE NAME OF THE GRANTEE NAMED HEREIN WITH ANY OTHER LIMITED LIABILITY COMPANY OF THE SAME OR SIMILAR NAME.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

441 Properties of Alachua, Ltd., a Florida limited partnership  
By: 441 Management, Inc., a Florida corporation, GENERAL PARTNER

By: James W. Shaw, President (Seal)  
P.O. Address: P.O. Box 1990, Alachua, FL 32616

Marlene Pendergast  
Printed Name: Marlene Pendergast  
Witness

Darryl J. Tompkins  
Printed Name: DARRYL J. TOMPKINS  
Witness



STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2005 by  
James W. Shaw, President of 441 Management, Inc., a Florida corporation  
and a general partner of 441 Properties of Alachua, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership.  
he is personally known to me or he has produced his Florida driver's license as identification.

Marlene Pendergast  
My Commission DD248314  
Expires September 09 2007

Marlene Pendergast  
Printed Name: Marlene Pendergast  
Notary Public  
My Commission Expires:

EXHIBIT A

PARCEL I:

A TRACT OF LAND SITUATED IN SECTIONS 10 AND 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN S.89°25'30"W., ALONG THE NORTH LINE OF SAID SECTION 15 AND ALONG THE NORTH LINE OF HITCHCOCK'S ADDITION TO THE CITY OF ALACHUA AS RECORDED IN PLAT BOOK "F", PAGE 18 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID HITCHCOCK'S ADDITION AND THE TRUE POINT OF BEGINNING; THENCE RUN S.00°36'00"E., ALONG THE WEST LINE OF SAID HITCHCOCK'S ADDITION AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 1080.60 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441 (A.K.A. STATE ROAD NO. 20 AND 25); THENCE RUN NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 84.84 FEET MORE OR LESS TO A BOUNDARY CORNER OF THE CERTAIN TOTAL TRACT OF LAND AS DESCRIBED IN THREE PARCELS WITHIN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 1735, PAGES 1740 THROUGH 1743 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID TOTAL TRACT OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "A"; THENCE RUN NORTHERLY, WESTERLY, AND SOUTHERLY, ALONG THE BOUNDARY LINES OF SAID PARCEL "A" WITH THE FOLLOWING SIX (6) COURSES: N.36°15'17"E., 29.82 FEET; N.00°36'00"W., 837.57 FEET; N.53°44'43"W., 395.00 FEET; S.36°15'17"W., 445.15 FEET; S.43°58'53"W., 32.06 FEET; S.11°15'41"E., 51.00 FEET TO A NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 2002, PAGE 111 OF SAID PUBLIC RECORDS, SAID PARCEL OF LAND BEING HEREINAFTER REFERRED TO AS PARCEL "B"; THENCE RUN SOUTHWESTERLY, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL "B" WITH A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 264.50 FEET, THROUGH AN ARC ANGLE OF 42°29'02", AN ARC DISTANCE OF 196.12 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°15'17"W., ALONG SAID WESTERLY BOUNDARY LINE OF PARCEL "B", A DISTANCE OF 10.00 FEET TO THE AFOREMENTIONED NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441; THENCE RUN N.53°47'36"W., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 327.25 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 2932.77 FEET; THENCE RUN NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND WITH SAID CURVE THROUGH AN ARC ANGLE OF 05°56'26", AN ARC DISTANCE OF 304.08 FEET (CHORD BEARING AND DISTANCE OF N.56°23'07"W., 303.94 FEET RESPECTIVELY) TO THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N.01°00'53"E., ALONG SAID WEST LINE, A DISTANCE OF 100.65 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 15; THENCE RUN N.01°00'53"E., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, A DISTANCE OF 2360.55 FEET; THENCE RUN S.88°30'19"E., A DISTANCE OF 1324.77 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 10; THENCE RUN S.01°01'05"W., ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 2311.39 FEET TO THE TRUE POINT OF BEGINNING.

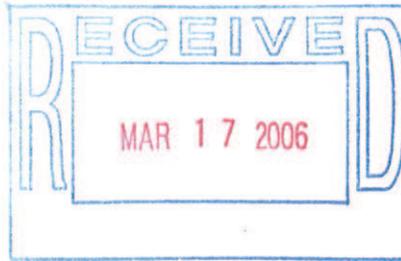
ALSO: PARCEL II

BLOCKS 15, 16, 17, 20, 21, 22, 23 AND ALSO LOTS 1 AND 2 OF BLOCK 26 AND ALSO LOTS 1 AND 2 OF BLOCK 27 ALL OF ALACHUA REALTY COMPANY'S ADDITION TO ALACHUA AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS: ALL OF CENTURY OAKS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "U" PAGE 59, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ALSO LESS: PARCEL NO. 5 OF "CENTURY OAKS" AS RECORDED IN OFFICIAL RECORDS BOOK 2203, PAGE 503 AND PARCEL NO. 8 OF "CENTURY OAKS" AS RECORDED IN OFFICIAL RECORDS BOOK 2205, PAGE 591, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

INSTRUMENT # 2152178  
2 PGS



**SUWANNEE  
RIVER  
WATER  
MANAGEMENT  
DISTRICT**

9225 CR 49  
LIVE OAK, FLORIDA 32060  
TELEPHONE: (386) 362-1001  
TELEPHONE: 800-226-1066  
FAX (386) 362-1056

**GENERAL PERMIT**

**PERMITTEE:**

ALACHUA MANAGEMENT COMPANY, LLC  
16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

**PERMIT NUMBER:** ERP06-0072

**DATE ISSUED:** 03/10/2006

**DATE EXPIRES:** 03/10/2009

**COUNTY:** ALACHUA

**TRS:** S10/T8S/R18E

**PROJECT:** BAYWOOD PHASES 1 & 2

Approved entity to whom operation and maintenance may be transferred pursuant to rule 40B-4.1130, Florida Administrative Code (F.A.C.):

MARVIN SMOLLAR  
ALACHUA MANAGEMENT COMPANY, LLC  
16469 BRIDLEWOOD CIRCLE  
DELRAY BEACH, FL 33445

Based on information provided, the Suwannee River Water Management District's (District) rules have been adhered to and an environmental resource general permit is in effect for the permitted activity description below:

**Construction and operation of a surfacewater management system serving 31.5 acres of impervious surfaces on a total project area of 76.3 acres according to the plans certified by Rory Causseaux, P.E. Causseaux & Ellington, Inc. on February 10, 2006.**

It is your responsibility to ensure that adverse off-site impacts do not occur either during or after construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You or any other substantially affected persons are entitled to request an administrative hearing pursuant to ss.120.57(1), Florida Statutes (F.S.), and s.40B-1.511, F.A.C., if they object to the District's actions. Failure to request a hearing within 14 days will constitute a waiver of your right to request such a hearing. In addition, the District will presume that permittee waives Chapter 120, F.S., rights to object or appeal the action upon commencement of construction authorized by the

permit.

This permit is issued under the provisions of chapter 373, F.S., chapter 40B-4, and chapter 40B-400, F.A.C. A general permit authorizes the construction, operation, maintenance, alteration, abandonment, or removal of certain minor surface water management systems. This permit authorizes the permittee to perform the work necessary to construct, operate, and maintain the surface water management system shown on the application and other documents included in the application. This is to notify you of District's agency action concerning Notice Of Intent. This action is taken pursuant to rule 40B-4 and 40B-400, F.A.C.

Standard Conditions for All General Permits:

1. The permittee shall perform all construction authorized in a manner so as to minimize adverse impacts to fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during construction including riprap, reinforcement, or compaction of any fill materials placed around newly installed structures, to minimize erosion, turbidity, nutrient loading, and sedimentation in the receiving waters.
2. Water quality data representative of the water discharged from the permitted system, including, but not limited to, the parameters in chapter 62-302, F.A.C., shall be submitted to the District as required. If water quality data are required, the permittee shall provide data as required on the volume and rate of discharge including the total volume discharged during the sampling period. All water quality data shall be in accordance with and reference the specific method of analysis in "Standard Methods for the Examination of Water and Wastewater" by the American Public Health Association or "Methods for Chemical Analysis of Water and Wastes" by the U.S. Environmental Protection Agency.
3. The operational and maintenance phase of an environmental resource permit will not become effective until the owner or his authorized agent certifies that all facilities have been constructed in accordance with the design permitted by the District. If required by the District, such as-built certification shall be made by an engineer or surveyor. Within 30 days after the completion of construction of the system, the permittee shall notify the District that the facilities are complete. If appropriate, the permittee shall request transfer of the permit to the responsible entity approved by the District for operation and maintenance. The District may inspect the system and, as necessary, require remedial measures as a condition of transfer of the permit or release for operation and maintenance of the system.
4. Off-site discharges during and after construction shall be made only through the facilities authorized by the permit. Water discharged from the project shall be through structures suitable for regulating upstream stage if so required by the District. Such discharges may be subject to

operating schedules established by the District.

5. The permit does not convey to the permittee any property right nor any rights or privileges other than those specified in the permit and chapter 40B-1, F.A.C.

6. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance, alteration, abandonment, or development in a Works of the District which is authorized by the permit.

7. The permit is issued based on the information submitted by the applicant which reasonably demonstrates that adverse off-site water resource impacts will not be caused by the permitted activity. It is the responsibility of the permittee to insure that such adverse impacts do not in fact occur either during or after construction.

8. It is the responsibility of the permittee to obtain all other clearances, permits, or authorizations required by any unit of local, state, or federal government.

9. The surfacewater management system shall be constructed prior to or concurrent with the development that the system is intended to serve and the system shall be completed within 30 days of substantial completion of the development which the system is intended to serve.

10. Except for General Permits After Notice or permits issued to a unit of government, or unless a different schedule is specified in the permit, the system shall be inspected at least once every third year after transfer of a permit to operation and maintenance by the permittee or his agent to ascertain that the system is being operated and maintained in a manner consistent with the permit. A report of inspection is to be sent to the District within 30 days of the inspection date. If required by chapter 471, F.S., such inspection and report shall be made by an engineer.

11. The permittee shall allow reasonable access to District personnel or agents for the purpose of inspecting the system to insure compliance with the permit. The permittee shall allow the District, at its expense, to install equipment or devices to monitor performance of the system authorized by their permit.

12. The surfacewater management system shall be operated and maintained in a manner which is consistent with the conditions of the permit and chapter 40B-4.2040, F.A.C.

13. The permittee is responsible for the perpetual operation and maintenance of the system unless the operation and maintenance is transferred pursuant to chapter 40B-4.1130, F.A.C., or the permit is modified to authorize a new operation and maintenance entity pursuant to chapter 40B-4.1110, F.A.C.

14. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

15. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

16. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

17. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site-specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

18. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

19. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40B-1.901(14) indicating the actual start date and the expected completion date.

20. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40B-1.901(15). These forms shall be submitted during June of each following year.

21. For those systems which will be operated or maintained by an entity requiring an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the

system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by Paragraph 40B-4.2030(2)(g), F.A.C., and Rule 40B-4.2035, F.A.C., must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of District rules will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

22. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

23. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, using the supplied As-Built Certification Form No. 40B-1.901(16) incorporated by reference in Subsection 40B-1.901(16), F.A.C. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

a. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;

- b. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
- c. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
- d. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
- e. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
- f. Existing water elevation(s) and the date determined; and
- g. Elevation and location of benchmark(s) for the survey.

24. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the condition in paragraph 23 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with Rule 40B-4.2035, F.A.C., accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the approved responsible operation and maintenance operating entity if different from the permittee. Until the permit is transferred pursuant to Rule 40B-4.1130, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

25. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior to implementation so that a determination can be made whether a permit modification is required.

26. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and in this chapter and Chapter 40B-4, F.A.C.

27. The permittee is hereby advised that Section 253.77, F.S., states that a person may not

commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

28. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under 40B-400.046, F.A.C., provides otherwise.

29. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40B-4.1130, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

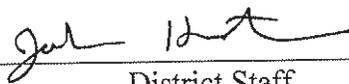
30. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.

31. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

Special limiting conditions made part of this permit are as follows:

32. The Final Plat for this Subdivision shall be recorded and a copy furnished to the District prior to any construction or sale of any lot.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

Approved by  Date Approved 3-14-06  
District Staff

Permit No.: ERP06-0072

Project: BAYWOOD PHASES 1 & 2

Page 8 of 8

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Clerk



Executive Director



*Focused on Excellence  
Delivered with Integrity*

(REVISED MAY 1, 2013) **CONCURRENCY ANALYSIS**

## Baywood Phase 1C

### Transportation

Affected roadway segments: Note: the following segments are within ½ mile of the site. The site generates less than 1,000 trips per day. Per the Land Development Regulations, affected roadway segments are defined as "...wholly or partially located within ½ mile of the development's ingress/egress, or to the nearest intersecting major street..." when the development generates less than 1,000 daily trips. Therefore, for transportation only those roadway segments within ½ mile were analyzed.

### Affected Segments

Roadway Segment (FDOT Segment #, CoA Comp Plan #)	Segment Description
U.S. Hwy 441 (16, 3/4)	From NW 126th to SR 235
U.S. Hwy 441 (13 & 14 & 15, 5)	From SR 235 to NCL of Alachua
SR 235 (137 & 138, 9)	From US 441 to NCL of Alachua
SR 235 (136, 8)	From CR 2054 to US 441

### Trip Generation

Single-family Detached ITE Code: 210	Units:	ADT Rate	Trips	PM Peak Rate	Trips
ITE Code: 210	38	9.57	364	1.02	39
<b>Total</b>			<b>364</b>		<b>39</b>

Source: ITE Trip Generation Manual, 8<sup>th</sup> Edition

### SR 235:

<b>AADT: Segment 137&amp;138, 9</b>	
<b>Traffic System Category</b>	<b>SR 235</b>
Maximum Service Volume <sup>1</sup>	15,200
Existing Traffic <sup>1</sup>	6,299
Reserved Trips <sup>1</sup>	198
Available Capacity	8,703
Projected Trip Generation <sup>1</sup>	37
<b>Residual Capacity</b>	<b>8,666</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 10% trip distribution

<b>PM Peak Hour: Segment 137&amp;138, 9</b>	
<b>Traffic System Category</b>	<b>SR 235</b>
Maximum Service Volume <sup>1</sup>	1,260
Existing Traffic <sup>1</sup>	611
Reserved Trips <sup>1</sup>	33
Available Capacity	616
Projected Trip Generation <sup>2</sup>	4
<b>Residual Capacity</b>	<b>612</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 10% trip distribution

<b>AADT: Segment 136, 8</b>	
<b>Traffic System Category</b>	<b>SR 235</b>
Maximum Service Volume <sup>1</sup>	15,200
Existing Traffic <sup>1</sup>	8,897
Reserved Trips <sup>1</sup>	182
Available Capacity	6,121
Projected Trip Generation <sup>2</sup>	37
<b>Residual Capacity</b>	<b>6,084</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 10% trip distribution

<b>PM Peak Hour: Segment 136, 8</b>	
<b>Traffic System Category</b>	<b>SR 235</b>
Maximum Service Volume <sup>1</sup>	1,260
Existing Traffic <sup>1</sup>	863
Reserved Trips <sup>1</sup>	33
Available Capacity	364
Projected Trip Generation <sup>2</sup>	4
<b>Residual Capacity</b>	<b>360</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 10% trip distribution

## US 441:

<b>AADT: Segment 16, 3/4</b>	
<b>Traffic System Category</b>	<b>US 441</b>
Maximum Service Volume <sup>1</sup>	33,800
Existing Traffic <sup>1</sup>	17,195
Reserved Trips <sup>1</sup>	1,292
Available Capacity	15,313
Projected Trip Generation <sup>2</sup>	273
<b>Residual Capacity</b>	<b>15,040</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 75% trip distribution

<b>PM Peak Hour: Segment 16, 3/4</b>	
<b>Traffic System Category</b>	<b>US 441</b>
Maximum Service Volume <sup>1</sup>	2,710
Existing Traffic <sup>1</sup>	1,668
Reserved Trips <sup>1</sup>	151
Available Capacity	891
Projected Trip Generation <sup>2</sup>	30
<b>Residual Capacity</b>	<b>861</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 75% trip distribution

<b>AADT: Segment 13&amp;14&amp;15, 5</b>	
<b>Traffic System Category</b>	<b>US 441</b>
Maximum Service Volume <sup>1</sup>	30,000
Existing Traffic <sup>1</sup>	20,860
Reserved Trips <sup>1</sup>	2,585
Available Capacity	6,555
Projected Trip Generation <sup>2</sup>	364
<b>Residual Capacity</b>	<b>6,191</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 100% trip distribution

<b>PM Peak Hour: Segment 13&amp;14&amp;15, 5</b>	
<b>Traffic System Category</b>	<b>SR 235</b>
Maximum Service Volume <sup>1</sup>	2,710
Existing Traffic <sup>1</sup>	2,086
Reserved Trips <sup>1</sup>	331
Available Capacity	293
Projected Trip Generation <sup>2</sup>	39
<b>Residual Capacity</b>	<b>254</b>

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Assumes 100% trip distribution

## Potable Water

<b>System Category</b>	<b>Gallons Per Day</b>
Current Permitted Capacity <sup>1</sup>	2,300,000
Less actual Potable Water Flows <sup>1</sup>	1,394,000
Reserved Capacity <sup>1</sup>	29,784
<b>Residual Capacity</b>	<b>876,216</b>
<b>Percentage of Permitted Design Capacity Utilized</b>	<b>61.90%</b>
Current Permitted Capacity <sup>1</sup>	2,300,000
Added Capacity FY CIP Program (December 2012) <sup>1</sup>	936,000
Permitted Capacity Post December 2012 Expansion	3,236,000
Less Actual Potable Water Flows <sup>1</sup>	1,394,000
Reserved Capacity <sup>1</sup>	29,784
<b>Residual Capacity after All Projects and CIP</b>	<b>1,812,216</b>
Potable Water Demand <sup>2</sup>	
[# dwelling units x 275 gallons per unit = # gallons]	10,450
38 units x 275 gallons =	
<b>Residual Capacity after Proposed Project</b>	<b>1,801,766</b>

<sup>1</sup>Source: City of Alachua, February 2013 Development Monitoring Report

<sup>2</sup>City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C.

## Sanitary Sewer

<b>System Category</b>	<b>Gallons Per Day</b>
Current Permitted Capacity <sup>1</sup>	1,500,000
Actual Potable Water Flows <sup>1</sup>	555,000
Reserved Capacity <sup>1</sup>	16,692
<b>Residual Capacity</b>	<b>928,308</b>
<b>Percentage of Permitted Design Capacity Utilized</b>	<b>38.11%</b>
Current Permitted Capacity <sup>1</sup>	1,500,000
Less Actual Treatment Flows <sup>1</sup>	555,000
Less Reserved Capacity <sup>1</sup>	16,692
Less Project Treatment Flows <sup>2</sup>	
[# dwelling units x 250 gallons per unit = # gallons]	9,500
38 units x 250 gallons =	
<b>Residual Capacity after Proposed Project</b>	<b>918,808</b>

<sup>1</sup>Source: City of Alachua, February 2013 Development Monitoring Report

<sup>2</sup>City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C.

## Solid Waste

System Category	LBs Per Day	Tons Per Year
Existing Demand <sup>1</sup>	36,432.00	6,648.84
Reserved Capacity <sup>1</sup>	1,830.05	333.98
<b>50 years</b>		
Solid Waste Generated <sup>2</sup>		
38 units x 2.35 persons per unit x .73 tons per capita/year		65.19
$((53.18 \times 2,000) / (38 \times 2.35)) / 365$	4.90	

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>Calculation based on City of Alachua Comprehensive Plan Level of Service Standard for solid waste. U.S. Census Bureau, 2000. Source: Sincero and Sincero Environmental Engineering: A Design Approach. Prentice Hall, New Jersey, 1996.

## Recreation

System Category	Acres
Existing City of Alachua Recreation Acreage <sup>1</sup>	88.60
Acreage Required To Serve Existing Population <sup>1</sup>	45.54
Available Recreation Acreage <sup>1</sup>	43.3
Reserved Capacity <sup>1</sup>	0.05
Residual Recreational Capacity After Impacts <sup>2</sup>	43.01
# dwellings x 2.35 persons per dwelling unit x 5 acres / 1,000 persons	
$((38 \text{ units} \times 2.35 \text{ persons per dwelling}) \times 5 \text{ acres}) / 1,000 \text{ persons}$	0.45
Residual Recreational Capacity After Proposed Development	42.57

<sup>1</sup>Source: City of Alachua February 2013 Development Monitoring Report

<sup>2</sup>City of Alachua Comprehensive Plan

H:\2013\13-0111\Concurrency Impact\13-0111\_concurrency\_analysis.docx



*Focused on Excellence  
Delivered with Integrity*

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## COMPREHENSIVE PLAN CONSISTENCY

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### **Future Land Use Element**

Policy 1.2.b Medium density residential (4 to 8 dwelling units per acre): The medium density residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the medium density land use category:

1. Single family, conventional dwelling units and single family, attached dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria;
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Apartments and townhomes;
7. Live/work units;
8. Residential Planned Unit Developments;
9. Traditional Mixed-use Neighborhood Planned Developments;
10. Supporting community services, such as schools, houses of worship, parks, and community centers

FLUE Policy 2.5.1: There shall be a minimum of 10% percent open space required. The City shall establish incentives for the provision of open space beyond minimum requirements.

**Response: Baywood Phase 1C meets the minimum open space requirement.**

FLUE Objective 5.2: Availability of facilities and services: All new development shall be planned and constructed concurrently with the availability of facilities and services necessary for the development.

Policy 5.2.1: All new development shall meet level of service requirements for roadways, potable water and sanitary sewer, stormwater, solid waste, and improved recreation in accordance with LOS standards adopted in the elements addressing these facilities.

**Response: As more fully substantiated within the Concurrency Analysis, there is sufficient roadway, potable water, sanitary sewer, solid waste, recreation, and public school capacity to service the development.**

### *TRANSPORTATION ELEMENT (TE)*

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

**Response: US 441 (segments 16, 3/4), US 441 (segments 13&14&15,5), and SR 235 (segments 137&138, 9) are the affected roadway segments. There is sufficient residual capacity post development along each segment to maintain level of service standards.**

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

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

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

**Response: Baywood Phase 1C, at maximum build-out of thirty-eight (38) single-family units, will demand 10,450 gallons per day of sanitary sewer capacity. Currently, there is surplus capacity of 2,428,308 gallons per day.**

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

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

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

**Response: Baywood Phase 1C, at maximum build-out of thirty-eight (38) single-family units, will demand 10,450 gallons per day of potable water capacity. Currently, there is surplus capacity of 1,812,216 gallons per day.**

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

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

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

**Response: Baywood Phase 1C, at maximum build-out of thirty-eight (38) single-family units, will demand 72.12 tons of available capacity per year. Currently, there is a 50-year build-out capacity.**

*RECREATION ELEMENT (RE)*

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

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

**Response: Baywood Phase 1C, at maximum build-out of thirty-eight (38) single-family units, will demand 0.50 acres of available recreation capacity per year. Currently, there are 43.01 acres of available recreation capacity.**

*PUBLIC SCHOOL FACILITIES ELEMENT (PSFE)*

Objective 2.2: Level of Service Standards. The City shall ensure, in coordination with the SBAC, that the capacity of public schools is sufficient to support new residential subdivisions, plats and/or site plans at the adopted level of service (LOS) standards within the period covered by the five-year schedule of capital improvements. After the first 5-year schedule of capital improvements, capacity shall be maintained within each year of subsequent 5-year schedules of capital improvements.

Policy 2.2.b: Level of Service (LOS) Standards: The uniform, district-wide LOS standards shall be 100% of Permanent Program Capacity (see definition) for elementary, middle, and high schools.

**Response: Baywood Phase 1C, at maximum build-out of thirty-eight (38) single-family units, will demand 6.05 elementary school student stations, 3.04 middle school student stations, and 4.26 high school student stations. There is currently excess capacity in each of the following School Concurrence Service Areas (SCSA): Alachua Elementary SCSA, Mebane Middle SCSA, and Sante Fe High SCSA.**



THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY

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

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

## A. APPLICANT

1. Applicant's Status (check one):

Owner (title holder)  Agent

2. Name of Applicant(s) or Contact Person(s): Aaron H. Hickman, PLS Title: Project Surveyor

Company (if applicable): CHW, Inc.

Mailing address: 176 NW 76th Drive

City: Gainesville State: Florida ZIP: 32607

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

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

Name of Owner (title holder): Alachua Development Company, LLC

Mailing Address: 16469 Bridlewood Circle

City: Delray Beach State: Florida ZIP: 33445

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

**Explanation of Student Generation Calculation and Exempt Developments:** Student Generation is calculated based on the type of residential development and the type of schools. The number of students stations (by school type – Elementary, Middle and High School) used for calculating the school concurrency impacts is equal to the number of swelling units by housing type multiplied by the student generation multiplier (for housing type & school type) established by the School Board.

**Calculations are rounded to the nearest whole number.** Student Generation for each school type is calculated individually, in order to correctly assess the impact on the School Concurrency Service Area for each school type (Elementary, Middle and High School).

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

Maps of the School Concurrency Service Areas for each school type can be obtained from the Alachua County Growth Management Department or downloaded from: [http://growth-management.alachuacounty.us/gis\\_services/map\\_gallery/](http://growth-management.alachuacounty.us/gis_services/map_gallery/)

## EXEMPTIONS:

- (a) Existing legal lots eligible for a building permit.
- (b) Development that included residential uses that received final development plan approval prior to the effective date for public school concurrency, or are actively being reviewed and have received preliminary plan approvals prior to November 17, 2008 provided the development approval has not expired.
- (c) Amendments to final development orders for residential development approved prior to November 17, 2008, and which do not increase the number of students generated by the development.
- (d) Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public Schools Facilities Element or the ILA.
- (e) Group quarters that do not generate public school students, as described in the ILA.

## B. PROJECT

1. Project Name: Baywood Phase 1C

2. Address of Subject Property: 15615 US Highway 441 NW

3. Parcel ID Number(s): 03067-006-000

4. Section 10 Township 8 Range 18 Grant \_\_\_\_\_ Acreage: \_\_\_\_\_

5. Existing Use of Property: Vacant Residential

6. Future Land Use Map Designation: Medium Density Residential

7. Zoning Designation: RSF6

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

8. Development Data (check all that apply):

- Single Family Residential
- Multi-Family Residential
- Exempt

Number of Units 38

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

9 Review Type:

**Preliminary Development Order**

- Comprehensive Plan Amendment
  - Large Scale
  - Small Scale
- Site Specific Amendment to the Official Zoning Atlas (Rezoning)

**Final Development Order**

- Preliminary Plat
- Final Plat
- Site Plan

10 School Concurrency Service Areas (SCSAs) for project location (Identify SCSAs for each school type form attached maps):

Elementary: Alachua Elementary

Middle: Mebane Middle School

High: Santa Fe High School

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

Elementary School	<u>38</u>	units	x	0.159*	Elementary School Multiplier	<u>6.05</u>	Student Stations**
Middle School	<u>38</u>	units	x	0.080*	Middle School Multiplier	<u>3.04</u>	Student Stations**
High School	<u>38</u>	units	x	0.112*	High School Multiplier	<u>4.26</u>	Student Stations**

\*Source: School Board of Alachua County 2011-2012 Five Year District Facilities Plan

\*\* Round to the nearest whole number

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

Elementary School	_____	units	x	0.042*	Elementary School Multiplier	_____	Student Stations**
Middle School	_____	units	x	0.016*	Middle School Multiplier	_____	Student Stations**
High School	_____	units	x	0.019*	High School Multiplier	_____	Student Stations**

\*Source: School Board of Alachua County 2011-2012 Five Year District Facilities Plan

\*\* Round to the nearest whole number

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

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



Signature of Applicant

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

Aaron H. Hickman, PLS, Project Surveyor

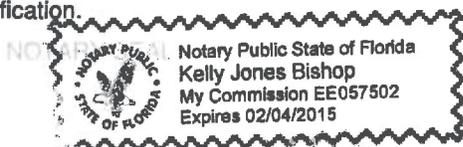
Typed or printed name and title of applicant

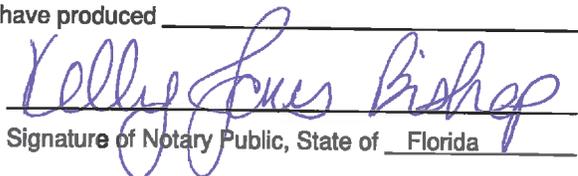
\_\_\_\_\_  
Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 2nd day of April, 2013 by Aaron H. Hickman, PLS

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



  
Signature of Notary Public, State of Florida



# Certification by School Board of Alachua County



This application for a determination of adequacy of public schools to accommodate the public school students generated by the proposed development, has been reviewed by the designated staff representative of the School Board of Alachua County. The following determinations have been made:

### Elementary

SCSA: Alachua Elementary

Capacity Currently Available

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

Capacity Available Within Three (3) Years

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

Capacity Available in Adjacent SSCA

SSCPA Where Capacity is Available: \_\_\_\_\_

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

### Middle

SCSA: Mebane Middle School

Capacity Currently Available

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

Capacity Available Within Three (3) Years

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

Capacity Available in Adjacent SSCA

SSCPA Where Capacity is Available: \_\_\_\_\_

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

### High

SCSA: Santa Fe High School

Capacity Currently Available

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

Capacity Available Within Three (3) Years

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

Capacity Available in Adjacent SSCA

SSCPA Where Capacity is Available: \_\_\_\_\_

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

Denied, for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of SBAC Designated Staff Representative

Date



# City Commission

Baywood Phase 1C

Final Plat

Quasi-Judicial Hearing

August 12, 2013

# Overview



- ▶ Request by Aaron Hickman, PLS, of Causseaux, Hewett, & Walpole, Inc., agent for Alachua Development Co., LLC, applicant and property owner
- ▶ Final Plat – Baywood Phase 1C
  - To subdivide a ±9.612 acre tract of land into a total of 38 lots
- ▶ Located immediately north of Baywood Phase 1B and northeast of Lowe’s Home Improvement Center



# Baywood Phase 1C Final Plat Vicinity Map



## Legend

-  Subject Property
-  Municipal Boundary

**Future Phases  
(2A - 3C) of  
Baywood**

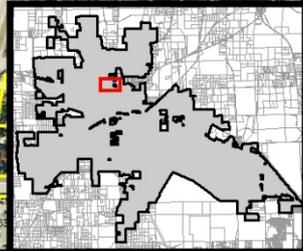
**Existing Single Family  
Dwelling; Vacant  
Residential Land**

**Existing Single Family  
Dwellings; Vacant  
Residential Land**

**Baywood  
Phase 1B**

**Lowe's Home  
Improvement Center**

**Baywood  
Phase 1A**



# BAYWOOD - PHASE 1C

BEING A REPLAT OF A PORTION OF ALACHUA REALTY COMPANY'S  
ADDITION TO THE CITY OF ALACHUA (PLAT BOOK "A", PAGE 100)  
AND ADJACENT LANDS SITUATED IN  
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST,  
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



Causseux, Howett, & Walpole, Inc.  
Engineering • Surveying • Planning  
132 NW NINE DRIVE, GAINESVILLE, FLORIDA 32607  
Phone (352) 331-1976 • Fax (352) 331-9476 • www.chw-inc.com  
1983-9-20/22

PLAT BOOK \_\_, PAGE \_\_  
SHEET TWO OF TWO

PREPARED BY AARON H. BECKMAN, P.E. 6791



### LEGEND:

- ▲ - MONUMENT CONTROL POINT - IML AND BSM MARKED TOP IR 2025
- - MONUMENT IRREGULAR MONUMENT - IRREG 4" X 4" CONCRETE MONUMENT (MARKED WITH IRL 2025)
- ◆ - PLUMB 1/2" IR CONCRETE MONUMENT STAMPED WITH 50P - UNLESS SHOWN OTHERWISE WITH IRL 2025
- - SET 1/2" IR BSM AND CAP STAMPED WITH IRL 2025
- - ORIGINAL BOUNDARY BOOK
- W - SQUARE EDEY
- (X) - RASAL LINE
- (P) - LINE BOUND TO LOT POINT CURVE ONLY
- PK-C - PUBLIC UTILITIES EASEMENT
- S.E. - DRAINAGE EASEMENT
- P.S. - PLAT BOOK
- PK - PAUSE
- RL - RELIABLE RECORD LINE
- R/L - RIGHT OF WAY LINE
- L - LENGTH OF CURVE
- R - RADIUS
- D - DELTA
- T - TANGENT LENGTH
- CR - CHORD BEARING
- CH - CHORD LENGTH
- S - SEE SURVEYOR'S NOTE NUMBER 3

CURVE DATA TABLE

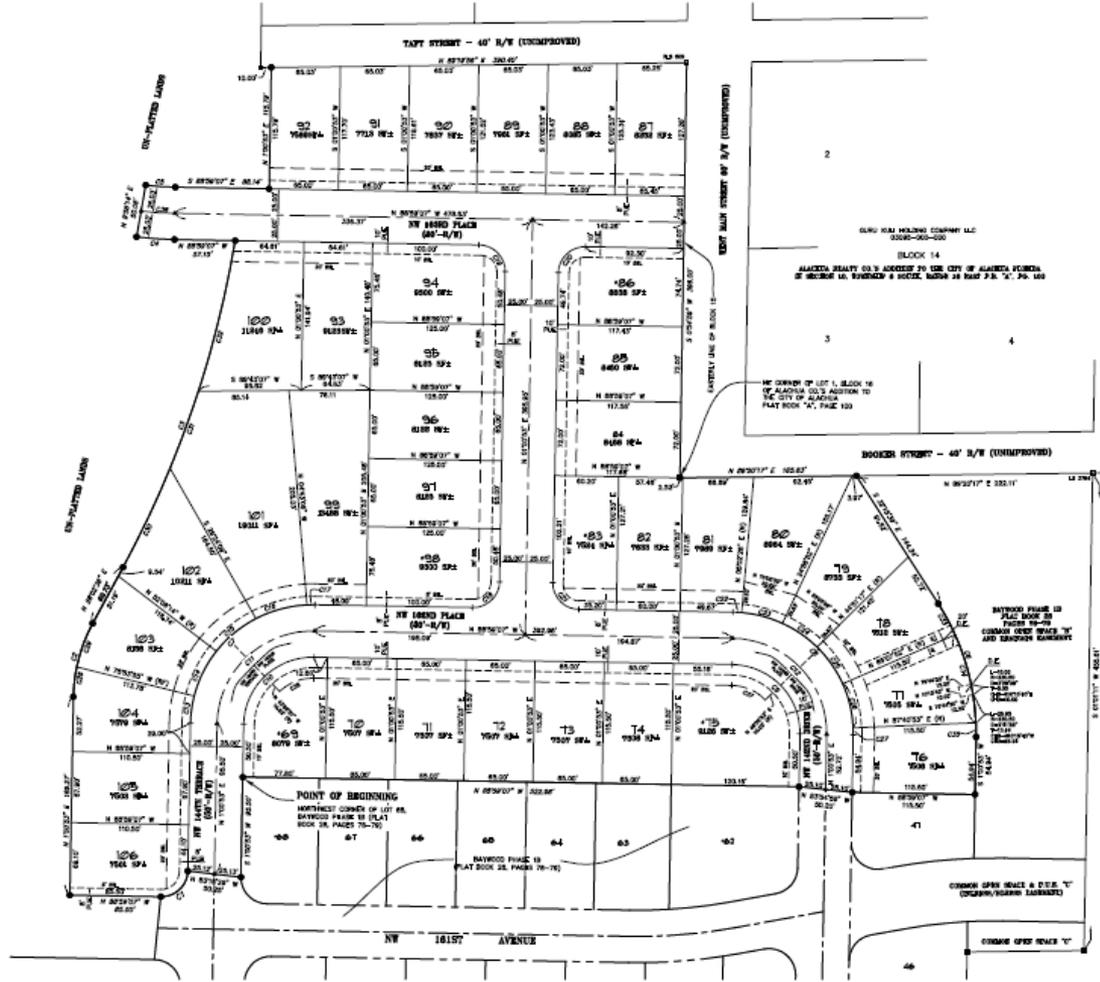
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	36.27	28.07	89°50'37"	28.07	36.26	S 49°50'37" W
C2	72.86	154.97	27°51'43"	37.17	72.31	N 14°14'14" E
C3	335.37	1032.87	10°16'18"	168.87	328.87	N 10°16'18" E
C4	35.73	324.07	6°17'58"	17.90	35.71	S 89°50'37" W
C5	27.84	274.07	6°49'17"	13.90	27.82	S 89°50'37" E
C6	173.87	370.87	12°14'37"	88.88	173.86	S 11°14'37" E
C7	180.64	174.07	87°50'37"	174.07	180.63	S 49°50'37" W
C8	180.64	174.07	87°50'37"	174.07	180.63	S 49°50'37" W
C9	103.17	83.07	87°50'37"	83.07	103.17	S 49°50'37" W
C10	103.17	83.07	87°50'37"	83.07	103.17	S 49°50'37" W
C11	141.27	83.07	87°50'37"	83.07	141.27	S 49°50'37" W
C12	141.27	83.07	87°50'37"	83.07	141.27	S 49°50'37" W
C13	26.37	174.07	12°52'12"	12.18	26.31	S 73°22'12" W
C14	47.18	174.07	22°47'47"	24.23	47.42	S 33°50'37" W
C15	48.37	174.07	24°55'17"	24.89	48.64	S 23°50'37" W
C16	50.08	174.07	24°58'37"	25.44	48.83	S 14°17'38" W
C17	7.67	174.07	24°54'37"	3.78	7.67	S 89°50'37" W
C18	36.27	28.07	89°50'37"	28.07	36.26	S 49°50'37" E
C19	36.27	28.07	89°50'37"	28.07	36.26	S 49°50'37" E
C20	36.27	28.07	89°50'37"	28.07	36.26	S 49°50'37" E
C21	36.27	28.07	89°50'37"	28.07	36.26	S 49°50'37" E
C22	6.08	174.07	4°11'28"	1.04	6.06	N 89°50'37" W
C23	26.36	174.07	10°54'34"	10.16	26.70	N 73°00'37" W
C24	26.36	174.07	10°54'34"	10.16	26.70	N 73°00'37" W
C25	42.72	174.07	14°16'27"	16.80	42.46	N 54°24'37" E
C26	42.72	174.07	14°16'27"	16.80	42.46	N 54°24'37" E
C27	8.87	174.07	3°20'37"	3.36	8.86	S 3°20'37" E
C28	26.37	174.07	10°54'34"	10.16	26.87	S 89°50'37" W
C29	42.18	154.97	10°52'37"	22.24	44.57	S 10°50'37" W
C30	134.38	1032.87	8°49'37"	68.18	134.27	S 20°10'37" E
C31	76.18	1032.87	8°49'37"	42.18	76.17	S 10°50'37" E
C32	147.78	1032.87	8°49'37"	74.17	147.67	S 10°50'37" E
C33	55.78	203.87	8°53'37"	18.91	55.72	N 89°50'37" W
C34	48.37	203.87	11°33'37"	13.87	48.18	N 17°00'37" E
C35	15.41	203.87	3°02'37"	4.71	15.41	N 87°50'37" W
C36	31.87	303.87	6°04'47"	10.87	31.87	N 89°50'37" W
C37	35.74	403.87	4°50'37"	10.64	35.64	S 89°50'37" W
C38	35.74	403.87	4°50'37"	10.64	35.64	S 89°50'37" W

### SURVEYOR'S NOTES:

1. THIS PLAT IS TWO SHEETS IN TOTAL, EACH SHEET IS NOT GUARANTEED UNLESS THE OTHER.
2. ALL LINES ARE NON-RASAL UNLESS NOTED OTHERWISE.
3. BOUNDARY MONUMENTS (MARKED) UNLESS OTHERWISE NOTED.

### NOTE: CURVE DATA:

NOTE	CURVE NUMBER
1	1
2	2
3	3



# Compliance with LDR Standards



- ▶ Section 2.4.10(G)(5)(d) of the LDRs establishes the standards of review for a final plat
- ▶ A Final Plat shall:
  1. Comply with the standards of Article 7, Subdivision Standards
  2. Be in substantial conformance with the preliminary plat and construction plans
  3. Be consistent with all other relevant provisions of the LDRS
  4. Be consistent with all other relevant City ordinances and regulations
  5. Address the provision of required public improvements
  6. Include certificates of approval

# 1. Complies with Article 7, Subdivision Standards



- ▶ The application has been reviewed for and is found to be in compliance with the applicable standards of Article 7, Subdivision Standards

## 2. Conformance with Preliminary Plat & Construction Plans



- ▶ Concurrent with the final plat for Phase 1C, the applicant has requested a phasing schedule deviation to reconfigure the phasing schedule for the remaining phases
  - The phasing schedule deviation shifts seven (7) lots from Phase 2B to Phase 1C
  - The applicant states that the deviation will maximize the use of existing infrastructure, since the seven (7) lots subject to the deviation are located along roads which provide access to lots within Phase 1B
  - Phasing schedule deviation was a consent agenda item at tonight's City Commission Meeting
  
- ▶ The final plat conforms to all other requirements of the preliminary plat and construction plans

### 3. Consistent with Relevant LDR Provisions



- ▶ The application has been reviewed for and is found to be in compliance with the applicable provisions of the LDRs, including but not limited to:
  - Article 3, Zone Districts
  - Article 4, Use Regulations
  - Article 5, Density, Intensity, and Dimensional Standards
  - Article 6, Development Standards
  - Article 7, Subdivision Standards

## 4. Consistent with Relevant City Ordinances/Regulations



- ▶ The application has been reviewed for consistency with the City's Comprehensive Plan
- ▶ Specific Goals, Objectives, & Policies that support the application are located in the following Elements:
  - *Community Facilities & Natural Groundwater Aquifer Recharge*
  - *Conservation & Open Space*
  - *Future Land Use*
  - *Housing*
  - *Recreation*
  - *Public School Facilities*
  - *Transportation*

## 5. Address the Provision of Required Public Improvements



- ▶ A subdivider agreement has been prepared in accordance with Subsection 2.4.10(G)(4)
- ▶ The applicant has provided a surety device in accordance with Section 7.4, Improvement guarantees for public improvements
  - The amount of the surety device is based upon an estimate of the value of public improvements as prepared by the design engineer

## 6. Include Certificates of Approval



- ▶ The final plat includes the required certificates of approval as provided in Subsection 2.4.10(G)(5)(d)(vi)

# Public Facilities



Facility	Acceptable	Degrades LOS
Transportation	✓	
Potable Water	✓	
Sanitary Sewer	✓	
Solid Waste	✓	
Drainage	✓	
Recreation	✓	
Public Schools	✓	

# Staff Recommendation



## Staff recommends the City Commission:

1. Approve the Final Plat, subject to the following one (1) condition:  
(1) The applicant must obtain all other applicable state and federal permits before commencement of the development;
2. Authorize the Mayor to sign the plat acknowledging the Commission's approval and authorize the City Attorney to sign the plat approving its legal form and sufficiency;
3. Accept a letter of credit from Alachua Development Co., LLC, dated August 12, 2013, as the maintenance bond for the public infrastructure improvements; and
4. Authorize the Mayor, City Manager, and City Attorney to execute the Subdivider Agreement



# Applicant's Comments

Baywood Phase 1C  
Final Plat

Quasi-Judicial Hearing

August 12, 2013