

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK VIEW VILLAGE

THIS DECLARATION, made on the date hereinafter set forth by OAK VIEW VILLAGE, LLC and SAPPHERE BUILDERS LLC, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Alachua, State of Florida, which is more particularly described as:

The Retention Area, Drainage Easement and Common Area, together with Lots One (1) through Thirty-Six (36) of OAK VIEW VILLAGE, as per plat thereof recorded in Plat Book 29, Pages 32 and 33 of the Public Records of Alachua County, Florida, together with Common Area shown on said Plat.

NOW THEREFORE, Developer hereby declares that all of the properties above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to OAK VIEW VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment to the owners.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to OAK VIEW VILLAGE, LLC, and its successors or assigns if they should acquire more than one undeveloped Lot from the original Declarant for the purposes of development.

Section 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse stormwater runoff to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity of discharge from the system. Any reference in the Declaration to the Suwannee River Water Management District shall also include its successors if it ceases to exist.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which an assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the voting members;

(d) The right of the Association to collect money for the maintenance and repair of stormwater management and surface water facilities.

These rights shall run with the land which is subject to this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2020, or
- (c) when Declarant decides to turn over control to the Class A members.

Section 3. In all elections involving general membership voting, the total vote will be the combined vote of all Class A and B shares voted. Each Class B vote shall be equivalent with, and participate in all voting on a basis equivalent to, one Class A vote.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, jointly and severally, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. The

assessments shall become a lien upon adoption by the Association and may be reflected by filing a notice of such lien in the Public Records of the county where the property is located. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Additionally, the Association shall maintain the landscaping of the area forward of 20 feet to the rear of the front corner of either side of a residential unit. Each of these lots shall have an irrigation system installed for such purpose which shall be maintained by the Association. Maintenance by the Association shall include periodic testing of each zone to insure proper operation; repair and replacement of broken sprinkler heads and adjustment of the watering times for each zone. Such maintenance shall not include replacement of sod, tree or shrubbery, which shall be the responsibility of the Unit Owner. The owner of each lot shall provide at the owners' expense an unrestricted water supply for the irrigation system. Maintenance of the landscaping shall include mowing, trimming, etc. No landscaping shall be added to any Lot without the prior approval of the Architectural Control Committee. Any landscaping so approved shall be accepted for maintenance by the Association.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the surface water or stormwater management system and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Board of Directors is required to establish annual assessments at a rate sufficient to cover annual maintenance. If annual assessments are insufficient, the Board of Directors shall have authority to require a special assessment sufficient to cover such shortfall.

(e) The Board of Directors shall establish the appropriate levels of maintenance.

(f) The Board of Directors may establish fees for the use of various facilities.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments made for the purpose of complying with the Suwannee River Water Management District permit are not conditioned on lot owner approval or limited in amount.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that the Board may establish a lower assessment for lots for which a Certificate of Occupancy has not been issued for improvements to that lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provide for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days of its due date shall be delinquent, and shall bear interest from the due date at 18% per annum until paid in full, and the Association shall have the right to file a lien in the Public Records of Alachua County, Florida to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for shall be junior and subordinate to the lien of any institutional mortgage (whenever used herein, the term "institutional mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts and other similar lending institutions or mortgage brokers originating mortgages eligible for sale on the secondary market) now or hereafter placed upon any portion of the Properties subject to the assessment. Sale or transfer of any Lot shall not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Lot pursuant to the foreclosure of an institutional mortgage, or any proceeding or conveyance in lieu of the foreclosure of such institutional mortgage, the person who acquires title to the Lot shall not be liable for the share of assessments which became due prior to such acquisition of title as a result of foreclosure. Such unpaid assessment shall be deemed to be a common expense of the Association, collectible from all other Lot Owners, including the person who acquired title to the Lot. Such acquirer of title to the Lot, including the holder of the institutional mortgage, shall be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Lot.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made 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 as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (3) days after said plans and specifications have been submitted to it, approval will not be required as this Article will be deemed to have been fully complied with. No dwelling shall be permitted on any of the lots which contains less than 1,100 square feet of heated and cooled area, exclusive of porches and garages. All lots shall have setbacks as shown on the plat.

ARTICLE VI
RESTRICTIONS ON USE OF PREMISES

In addition to the rules and regulations which may be established by the Association, the following restrictions are placed upon the Property:

- (1) Each lot shall be used for residential purposes only.
- (2) All driveways shall access to streets within the plat unless otherwise approved by the Architectural Control Committee.
- (3) Boats, trailers, recreation vehicles, commercial trucks or other transportable personal property will not be permitted in the open parking areas or drive, but must be stored only within garages.
- (4) Mechanical work on any type of vehicle must be done in the garage only. No disabled or unlicensed vehicles may be kept parked in front of any house.
- (5) No motor vehicles shall be parked in the front or side yards except on an improved parking space or driveway.
- (6) Access to common areas is limited to members of the Association and immediate members or their family and to those persons maintaining any drainage or public utility easements or structures within such areas.
- (7) Members of the Association may bring guests into the common area provided such guests are accompanied by a member.
- (8) Members who bring non-members onto the common areas are required to assume full responsibility and liability for their acts, safety, and well-being.
- (9) Members who bring non-members into the common area agree to hold the Association harmless for any injuries a non-member guest receives.
- (10) Persons not permitted access under 1 or 2 above are not allowed in the common areas and are to be considered trespassers on the property.
- (11) The Association Board of Directors shall establish restrictions on hours of use of various parts of the common and recreation facilities.

(12) Minor age children whose parents are not members of the Association may not occupy the common areas at any time except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.

(13) Each member of the Association and all members of their family with legal authority to use common areas must do so at their own risk. The Association cannot assume responsibility for safety and security of member(s) usage. A member of the Association does hereby waive all claim of liability against the Association and holds the association harmless for all usages members make of the common area.

(14) No swings, ropes, ladders, treehouses, or structures may be erected or attached to any trees in the common area.

(15) No one may climb trees or inflict damage to trees in the common area.

(16) No weapons may be brought onto common areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

(17) No hunting, trapping or fishing is allowed in the common areas.

(18) No unauthorized removal or cutting of any plants or trees in the common area is permitted.

(19) The Association may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection.

(20) All fencing location, size and materials shall be allowed only with the approval of the Association which may prohibit the use of certain fencing.

(21) No satellite dishes, antennas, or such other electronic transmitting or receiving devices may be installed anywhere outside a house on a lot unless approved by the Architectural Control Committee. The Architectural Control Committee shall not approve the placement of any such device if that placement can be seen when viewing the front of the house.

(22) Outside storage buildings can only be in the back yard and subject to the architectural review of the Association.

(23) If the grass is left uncut or other yard maintenance effecting appearances of the neighborhood is left undone by any member on a private residence, or if such residence is unoccupied or in foreclosure, the Association may arrange for cutting whenever the grass is in need of maintenance

done and may bill the property owner. Such bill shall become a lien against the property if left unpaid for thirty days.

(24) No signs are permitted on the private property or common areas of the property other than For Sale, Garage Sale and political candidate signs; messages are limited to necessary information only. This restriction does not supersede Article VII Section 7.

(25) The exterior or improvements on each lot must be kept in good repair at all times. If damaged by accident or the elements, repairs must be commenced within ninety (90) days and completed in a timely manner.

(26) No business that requires on-site employees, visits by clients and/or related business traffic may be operated out of any house/garage unless approved by the Architectural Control Committee.

(27) No noxious, offensive, or hazardous activity shall be maintained upon Properties, nor shall anything be allowed thereupon which may be or may become an annoyance or nuisance.

(28) No clear cutting shall be allowed on any portion of a lot which is designated on the plat as "low density buffer."

(29) No swine or poultry or fowl may be housed, kept or otherwise located on any lot or common area.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner incurring legal expenses or litigation costs related to successful enforcement of any covenant, restriction or above items shall be reimbursed whether decided in court or settled out of court. The local governing agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Conditions and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Conditions and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by

the District against the Association and/or the Owner(s). Should the District bring any action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceeding that the Association or any Owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of the attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and cost incurred in any administrative or appellate proceeds. The District shall have the right to file a lien in the public records of Alachua County, Florida for any such attorney's fees and cost awarded to the District by any court or administrative body.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee Water Management District and the local governing agency.

Section 4. Annexation. As long as the Declarant owns any property subject to this Declaration, Declarant by amendment to this Declaration, may submit additional property to the OAK VIEW VILLAGE Development as property subject to such Declaration. In the event Declarant no longer owns any property subject to this Declaration, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the combined vote of both Class A and B members who are voting in person or by proxy.

Section 5. Surface Water or Stormwater Management System. The Association, and ultimately the Owners of real property subject to this Declaration, shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system as required by the permit issued by the District and other applicable District rules. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Suwannee River Water Management District, and local government jurisdiction. The Association shall be responsible for such maintenance and operation. More specifically, said maintenance and repair for each retention facility shall include, but is not limited to, the following: mow grass, inspect the discharge structures, keep ponds free of trash and other debris, inspect berms for washout or erosion, fill and sod any washout or erosion within one week, inspect vertical volume recovery structures for sediment build up and keep free of obstruction, any fences

around ponds are to be inspected for continuity and promptly repaired if necessary. Said inspections are to be done on a monthly basis. Any repair or reconstruction of the surface water or stormwater management system shall be permitted or, if modified, as approved by the Suwannee River Water Management District, and local government jurisdiction.

Section 6. Flood Prone Areas. Properties which have natural ground elevations less than the 100-year flood elevation as shown on the Plat are prone to severe flooding. Development on such properties is subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) by Alachua County. Any development within areas designated as flood prone is subject to all development restrictions outlined in Alachua County's Flood Hazard Area Ordinance. Such development may require special surveying; engineering or architectural design to insure that flood hazard is not increased by the development.

Properties which have ground elevations less than the 10-year flood elevation as shown on the Plat, if any is shown, are subject to common and frequent flooding (a ten percent probability of flooding in any year). Such properties may not be suitable or eligible for permits for onsite sewage disposal systems (septic tanks).

Section 7. Declarant shall have the right to erect and maintain signs or a model or models for sales purposes anywhere on the property.

ARTICLE VIII RULES AND REGULATIONS

Section 1. Compliance. Every Owner shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations which may from time to time be adopted by the Board of Directors of the Association. No such rules or regulations shall vary the assessment obligation set forth in Article IV.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants, rules and regulations shall be grounds for action which may include without limitation any action to recover sums due for damages, injunctive relief or any combination thereof and the Association shall have the right to suspend the voting rights and use of the Common Areas as it shall determine.

Section 3. Fines. In addition to all other remedies in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invites or employees to comply with any covenant, restriction, rule or regulation providing the following procedures are followed:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any person charged shall be entitled to cross examine witnesses and may be represented by counsel. A written decision by the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors meeting.

(c) Fines. The Board of Directors 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 Five Hundred Dollars (\$500.00)
- (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)

(d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalty.

(e) Collection of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) 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.