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Prepared by and return to:  
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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
GLORIA'S WAY SUBDIVISION**

**THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR GLORIA'S WAY SUBDIVISION** (hereinafter "Declaration") is made this 26 day of October, 2017, by GLORIA'S WAY, LLC, a Florida limited liability company (hereinafter "Developer"), its principle place of business being 4510 NW 6<sup>th</sup> Place, 3rd Floor, Gainesville, FL 32607.

**RECITALS:**

A. Developer, Pridgen, Inc., a Florida corporation, Fletcher Construction, LLC, a Florida limited liability company, and G.W. Blake Fletcher and Ashley Ann Fletcher, husband and wife are the owners of Gloria's Way Subdivision (hereinafter "Gloria's Way" or "Property") which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Gloria's Way is located in Alachua County, Florida.

B. It is the intent of the Developer to establish a general plan and uniform scheme of development and improvement of Gloria's Way in order to develop a subdivision consisting of lots, single-family residences, and Common Property.

C. Developer wishes to provide for the preservation and enhancement of property values and amenities within Gloria's Way in order to contribute to the general comfort, health, well-being, safety and welfare of the property owners and residents therein, and in order to maintain the land and improvements thereon, by subjecting Gloria's Way to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration.

D. Developer has caused Gloria's Way Homeowners' Association, Inc., a Florida not-for-profit corporation, to be formed (hereinafter "Homeowners' Association") to which there has been, and will be, delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of Gloria's Way so that the Homeowners' Association can enforce and carry out the purposes and intent of this Declaration.

NOW THEREFORE, Developer, joined by Pridgen, Inc., G.W. Blake Fletcher and Ashley Ann Fletcher, and Drummond Community Bank, does hereby declare that Gloria's Way is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions hereinafter set forth in this Declaration.

**Article I**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Developer hereby declares that all of Gloria's Way and any additional land as is hereafter made subject to this Declaration by Supplemental Declaration shall be held, sold, and conveyed subject to the following covenants, restrictions, easements and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**Article II**  
**DEFINITIONS**

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

1. **ARC** – Shall mean and refer to the Architectural Review Committee established in accordance with Article VI herein.
2. **Assessment** – Shall mean and refer to any base, special, individual or other assessment established for and levied against each Lot, as such amount is determined by the Board of Directors of the Homeowners' Association from time to time.
3. **Common Expenses** – Shall mean and refer to all expenses incurred by the Homeowners' Association in connection with their ownership, maintenance and other

obligations set forth under this Declaration, the Articles of Incorporation, or the Bylaws for the Homeowners' Association.

4. **Common Property** – Shall mean and refer to all property, (real, personal or mixed) together with all easements and other interests therein, together with the facilities and improvements located thereon, which the Homeowners' Association now or hereafter owns or otherwise holds or controls for the common use and enjoyment of the Owners.
5. **Declaration** – Shall mean and refer to this instrument, which notice of covenants, restrictions and easements on the Property, together with any amendments or supplements to this instrument.
6. **Developer** – Shall mean and refer to Gloria's Way, LLC, a Florida limited liability company, its successors or assigns. Any assignment by Developer of its rights hereunder or of its status as Developer must be in writing, signed by Developer and recorded in the Public Records of Alachua County, Florida, to be valid.
7. **Directors** – Shall mean and refer to the Board of Directors of the Homeowners' Association.
8. **Homeowner's Association** – Shall mean and refer to Gloria's Way Homeowners' Association, Inc., a Florida not-for-profit corporation.
9. **Member** – Shall mean and refer to every person or entity who holds membership in the Homeowners' Association.
10. **Institutional Mortgagee** – Shall mean and refer to any commercial bank, savings bank, savings and loan association, life insurance company, real estate investment trust, mortgage lending corporation, association or trust, federal agency, corporation or association, or any affiliate, subsidiary, successor or assignee of any of the foregoing holding a mortgage on any Lot; or the Developer, if and as long as Developer holds a mortgage on any Lot within the Subdivision.
11. **Lot** – Shall mean and refer to the platted parcels as depicted and shown on the recorded plat of Gloria's Way Subdivision, but specifically excluding the Common Property, roads, and entranceways.

12. **Owner** – Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, and shall include purchasers pursuant to an Agreement for Deed, but shall not include those holding title merely as security for performance of an obligation. If a Lot is owned in part by a person holding a life estate, then that person shall be considered the Owner until the termination of the life estate or transfer of the Lot.
13. **Plat** – Shall mean and refer to the recorded plat of Gloria’s Way Subdivision as recorded in Plat Book 32, Page 67, of the Public Records of Alachua County, Florida.
14. **Property** – Shall mean and refer to the real property subject to this Declaration as more particularly described in Exhibit “A” attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners’ Association.
15. **Gloria’s Way** – Shall mean and refer to the real property subject to this Declaration as more particularly described in Exhibit “A” attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners Association.

**Article III**  
**HOMEOWNERS’ ASSOCIATION**

1. **Formation:** Developer has caused the formation of the Homeowners’ Association by the filing of the Articles of Incorporation with the Secretary of State for the State of Florida. The purposes and powers of the Homeowners’ Association shall be all of the purposes and powers set forth in this Declaration, in the Articles of Incorporation, in the Bylaws of the Homeowners’ Association, and in Florida Statutes §720. The Homeowners’ Association shall be responsible for the execution, performance, administration and enforcement of all of the terms and conditions of this Declaration. If there is any conflict between the terms and conditions set forth in this Declaration, the Articles of Incorporation or Bylaws of the Homeowners’ Association, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration.

2. **Membership:** Every Owner of a Lot shall be a Member of the Homeowners’ Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as security for the performance of any obligation shall be a Member unless they have obtained record title by foreclosure or deed-in-lieu of foreclosure. The Developer shall be a Member so long as the Developer owns any Lot within Gloria’s Way. The Developer, by adding and including additional real property to Gloria’s Way, may cause additional membership in the Homeowners’ Association and may designate the ownership basis for such additional membership.

**3. Duties, Powers and Administration:** The Homeowners' Association shall have all the powers conferred upon it by this Declaration, its Articles of Incorporation, and Bylaws and otherwise available under law. The Association shall have the duty to carry out all of the obligations placed upon it by this Declaration and for which it was created as set forth herein and in its Articles of Incorporation and Bylaws, including but not limited to, the duty to maintain the Common Property, maintain the grounds and sprinkler systems, levy and collect assessments (and file and foreclose liens when appropriate), pay bills, taxes and expenses related to the Common Property and improvements thereon, to pay Common Expenses, and to maintain such policies of insurance as required herein or as the Directors deem appropriate. The duties and powers of the Homeowners' Association shall be administered by the Directors.

**4. Turnover of Control:** Members other than the Developer are entitled to elect a majority of the members of the Directors of the Homeowners' Association when the earlier of the following events occurs:

(a) Three months after 90 percent of the Lots in all phases of the community that will ultimately be operated by the Homeowners Association have been conveyed to persons or entities other than the Developer;

(b) Seven (7) years after the date of the recording of this Declaration or Seven (7) years after the date of the last annexation of property, whichever shall occur last; or

(c) When the Developer, its successors or assigns, elects to terminate its control of the Homeowners' Association.

Turnover shall include a statement that all terms and conditions placed upon Developer by permits or authorizations from the Suwannee River Water Management District or any local governmental entity have been satisfied in full and shall also state the proposed

**5. Voting Rights:** Each Lot shall be allocated and entitled to one vote in any Homeowners' Association matter requiring a vote of the Members. Fractional voting is not permitted. When any Lot is owned by more than one person or entity, each such persons or entities shall be Members, but in no event shall more than one vote be cast with respect to any individual Lot. When a Lot is owned by more than one person or entity, the persons or entities shall designate one of them for the purpose of casting the vote that is appurtenant to the subject Lot. When a Lot is owned by an entity, the entity shall designate a person for the purpose of casting the vote that is appurtenant to the entity's Lot. All designations required herein shall be made by certificate filed with the Secretary of the Homeowners' Association and signed by all record Owners of said Lot. Fractional voting shall not be permitted. If the multiple Owners of a Lot fail to make proper designation, then the vote of such Lot Owners shall not be considered in determining the requirement for a quorum or any other purpose and shall be considered an ineligible Member until such certificate is filed with the Secretary of the Homeowners' Association. The rights of Owners

to exercise voting rights hereunder shall be subject to Developer's voting rights as provided in Paragraph 5 of this Article.

**6. Developer's Voting Rights:** The Developer, or its successors or assigns, shall be entitled to vote ten (10) votes per Lot owned, for a total of 420 votes. When a Lot is transferred or sold to a person or entity other than the Developer, the number of votes the Developer is entitled to vote will decrease by one (1) vote. When the Developer turns control of the association over to the Members, pursuant to Article III, Paragraph 4, the Developer shall be entitled to vote one (1) vote per Lot owned. Should the Developer, or its successors or assigns, re-acquire fee simple title to a Lot, it shall again be entitled to exercise voting rights hereunder with respect to such re-acquired Lot or Lots.

**7. Developer's Veto Power:** The Developer must be given written notice of any and all meetings of the members and meetings of the Directors for the period between Developer turnover of the Association and the sale of the last lot by the Developer. Said notice must be sent via Certified Mail or delivered by hand delivery, must otherwise comply with applicable governing documents and law, and must set forth all matters that will be considered at the meeting with reasonable particularity. The Developer shall have the opportunity to, through its agents and representatives, participate in the discussion of any action, policy, or program to be implemented by the Directors or Homeowners' Association. The Developer shall have the power and authority to veto any action approved by the Directors or the Members. This veto power must be exercised at or before the meeting or within ten (10) days when the action, policy, or program will be considered. If any action, policy, or program is to be implemented without a meeting, then the Developer must receive thirty (30) days notice prior to the date of implementation of the action, policy, or program and the Developer may exercise its veto right within the thirty (30) days following its receipt of the notice. The Developer's veto power shall not require the Directors to take any affirmative action.

**8. Suspension of Membership Rights:** No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Homeowners' Association or any right with respect to the Common Property, which shall continue after his membership ceases or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment levied by the Homeowners' Association or the Master Association, or in violation of any provision of this Declaration, the Master Declaration or any Rules or Regulations promulgated by the Homeowners' Association or the Master Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privileges of a Member.

#### **Article IV**

## **COMMON PROPERTY**

1. **Use of Common Property.** The Common Property is intended for the use and benefit of the Members and their guests, tenants, licensees and invitees. The Homeowners' Association is responsible for the management, maintenance and operation of the Common Property, notwithstanding the manner in which fee simple title to the Common Property may be held.

2. **Acquisition and Sale of Common Property.** The Homeowners' Association shall have the power and authority to acquire such interest in real and personal property as it may deem beneficial to its Members. Such interest may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interest as the Homeowners' Association may determine to be beneficial to its Members. Any property acquired pursuant to this Paragraph shall be Common Property.

3. **Maintenance of Common Property.** The Homeowners' Association shall be responsible for the maintenance and repair of the Common Property. The Homeowners' Association shall be responsible for the payment of all real estate taxes and other charges assessed against the Common Property and any improvements thereon, including personal property taxes. The Homeowners' Association shall keep all improvements located on the Common Property insured as provided in Article IX herein and may obtain insurance against such other hazards and casualties as the Homeowners' Association may deem desirable.

4. **Rules Governing Common Property.** The Homeowners' Association, through its Directors, shall regulate the use of the Common Property by the Members and the other residents of the Project, their guests, tenants, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as the Directors may deem to be in the best interest of the Members.

## **Article V** **MAINTENANCE OF PROPERTY**

1. **Homeowners' Association Responsibilities.** The Homeowners' Association shall be responsible for the maintenance of the Common Property. The Homeowners' Association further reserves the right to contract with a managing agent or independent contractors in order to fulfill its maintenance responsibilities. The Homeowners' Association shall be responsible for the maintenance, operation, and repair of the portions of the storm water or surface water management system, except that an Owner shall maintain the grass or landscaping in or around such system if

it is located on the Owner's Lot. Maintenance shall include any action or practice necessary to allow those systems to provide drainage, water storage, or other capabilities as required or permitted by the Suwannee River Water Management District or local government agency. Any repair or reconstruction of these systems shall be permitted or, if modified, approved by the Suwannee River Water Management District and/or local government agency.

**2. Owner's Responsibilities.** The Owner of each Lot shall be responsible for maintenance, repair, and replacement of the interior and exterior of each dwelling located upon his Lot, the maintenance of the exterior grounds of his Lots, including the lawns, landscaping, irrigation and sprinkler system, the maintenance driveway, pavers and sidewalks located upon such Lot, and all fixtures and personal property located upon the Lot (including mailbox, lighting, lamppost and other fixtures located outside the dwelling). All items that are the Owner's responsibility to maintain, repair, or replace shall be kept in good and presentable condition, consistent with the character of Gloria's Way. Each Owner shall further be responsible for the expense of any maintenance, repair or reconstruction of any portion of the Common Property resulting from the negligent or willful act of the Owner, his family, guests, tenants, licensees, or invitees, and shall be subject to an Individual Assessment for such expenses.

## **Article VI** **ARCHITECTURAL CONTROL**

**1. Necessity of Architectural Review and Approval.** No improvement or structure of any kind, including without limitation, any building, fence, wall, porch, screen enclosure, landscaping, lawn, landscape device or object, or other improvements shall be commenced, erected, placed, replaced, or maintained upon any Lot or removed from any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the ARC. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Homeowners' Association, as may be adopted from time to time by the Directors, pursuant to Paragraph 4 of this Article.

**2. Architectural Review Committee (ARC).** The architectural and control functions of the Homeowners' Association shall be administered and performed by the Architectural Review Committee (the ARC), which shall consist of at least three (3) and no more than five (5) members, who need not be members of the Homeowners' Association. The Developer shall have the right to appoint all of the members of the ARC, or such lesser number as it may choose, as long as it owns at least one Lot in Gloria's Way. Members of the ARC not



appointed by the Developer shall be appointed by and shall serve at the pleasure of the Directors. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation or other termination of service of any member thereof, shall be filled by the Directors; except that the Developer, to the exclusion of the Directors, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by the Developer.

**3. Purpose of the ARC.** The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within Gloria's Way. The ARC shall review all plans for said improvements, it being the intent of the Developer to provide for sound and aesthetically pleasing development of the subdivision. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the Project as a whole and with specific emphasis on external design, landscaping and conformity to the Restrictive Covenants imposed hereunder.

**4. Architectural Planning Criteria.** No dwelling less than 2,200 square feet shall be constructed on any Lot. The Developer shall adopt the initial Architectural Planning Criteria, in addition to the restrictions in this Paragraph. Thereafter, the ARC shall recommend from time to time to the Directors modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by the Directors. For so long as the Developer owns any Lot within the Homeowners' Association, the Developer shall be notified, in writing, of any proposed modifications and/or amendments to the Architectural Planning Criteria and shall have the power to veto any modification and/or amendment to the Architectural Planning Criteria.

A copy of the current Architectural Planning Criteria shall be made available to any Lot Owner upon reasonable request to the Homeowners' Association or ARC. Provided that construction proceeds without interruption, no changes to the Architectural Planning Criteria shall be imposed upon a Lot Owner if the change occurs after commencement of construction by the Lot Owner. For purposes of this Paragraph, "commencement of construction" shall include preparation of the plans and specifications and "interruption" shall mean for a period of thirty (30) days (exclusive of the time during which the plans and specifications are under review by the ARC).

Approval of the plans and specifications may be withheld not only for failure to comply with the Architectural Planning Criteria, but may also be withheld if the ARB is reasonably dissatisfied with the location of a structure on the Lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style, and appropriateness of the structure, the materials used therein, the planting, landscaping, size, height or location of vegetation, fences, enclosures or mailboxes, or reasonable dissatisfaction with any other matter which, in the judgement of the ARC, would render the proposed item inconsistent with existing structures in, proposed structures in, or the general plan of development for Gloria's Way.

5. **Developer Exempt.** The Developer is exempt from the provisions of this Article VI. Any Improvements or structures of any kind constructed by the Developer or at the direction of the Developer shall be construed as having been approved by the ARC and the Homeowners' Association and as being in compliance with any Architectural Planning Criteria established by the Homeowners' Association.

6. **Procedure before the ARC.** Prior to the commencement of any work on a Lot, an application must be submitted to the ARC, together with a executed application form (as promulgated by the ARC or Directors), copies of all plans and specifications (including landscaping plans), and any fee as may be established by the Directors to defer the costs and expenses associated with the review. All building contractors must be quality builders, licensed to build in Alachua County. No later than thirty (30) days after receipt of said plans, the ARC shall respond to the application in writing approving or disapproving said application. In the event the ARC fails to respond within said thirty (30) day period, the plans shall be deemed approved. In the event of disapproval of the plans as submitted, no work or construction shall commence in furtherance of the proposed improvements. Said disapproval shall only occur in the event said plans and specifications do not meet the Architectural Planning Criteria adopted by the Homeowners' Association as the same may be amended from time to time. If the plans and specifications are approved, the applicant shall provide the ARC with written notice of the completion of the staking of the property. No further work shall be performed upon the property until the ARC has inspected the premises and approved said stakeout. In the event the ARC fails to respond within seventy-two (72) hours, after receipt of said notice, (excluding Saturdays, Sundays and legal holidays), said stakeout shall be deemed approved. All construction and landscaping must be performed in strict compliance with the approved plans and specifications.

7. **No Liability.** Neither the Developer, the Homeowners' Association, the ARC, nor any of their officers, agents or employees, shall be liable to anyone submitting plans and specifications for approval, or to any Owner or lessee of Lots or sites affected by these restrictions,

by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval, disapproval or failure to approve any plans and specifications or inspections for approvals. Every person who submits plans and specifications to the ARC for approval agrees by submission of such plans and specifications, and every Owner and lessee of the property acquiring title thereto or an interest therein, agrees that he will not bring any action or suit against the Developer, the Homeowners' Association, the ARC or their officers, agents or employees relating to the approval or disapproval of plans or specifications. The Developer, Homeowners Association, the ARC or their officers, agents or employees assume no responsibility or liability for the compliance of the plans or specifications with any applicable code, law, rule, or regulation or for any structural or other defect in the plans or the work as completed.

**8. Term of Approval:** Construction must be commenced within one (1) year from the date the ARC approves the plans or specifications or from the date the ARC's thirty (30) day period to approve the plans or specifications lapses. If construction is not commenced within one (1) year, then the approval is lapsed and the plans or specifications must be resubmitted to the ARC. Construction must be diligently pursued and must be completed within eighteen (18) months of the start of construction, unless a longer period is specifically approved, in writing, by the ARC.

## **Article VII ASSESSMENTS**

**1. Authority.** The Homeowners' Association shall be empowered to make and collect Assessments. Such Assessments shall be made and collected in accordance with this Declaration, the Bylaws of the Homeowners' Association and such resolutions, rules and regulations as the Directors may from time to time adopt.

**2. Base Assessments.** Base Assessments shall be determined annually for the purpose of maintenance and management of the Homeowners' Association, the Common Property, and for the purpose of promoting the safety and welfare of the Owners. Maintenance and management expenses include, but are not limited to, the cost and expense of operating, maintaining and managing the Homeowners' Association and the Common Property; property taxes and governmental assessments against the Common Property; insurance coverage for the Common Property; legal and accounting fees; management fees; maintenance, repairs and replacements of systems and equipment; charges for utilities used upon the Common Property; cleaning services; expenses and liability incurred by the Homeowners' Association in the enforcement of its rights and duties under this Declaration; the creation of reasonable reserves; and all other expenses deemed by the Directors to be necessary and proper for the maintenance

and management of the Homeowners' Association or reasonably necessary for the Homeowners' Association to implement the duties and responsibilities imposed upon it by this Declaration, its Articles of Incorporation and its Bylaws.

**3. Computation and Collection of Base Assessments.** The Homeowners' Association, by and through the Directors, shall annually establish the expenses it expects to incur in the period of time involved therein and may assess the Members sufficient monies to meet this estimate. All Lots shall be assessed at a uniform rate to be determined by the Directors so that all Lots subject to a Base Assessment shall be assessed equally. Should the Directors at any time determine that the assessments made are not sufficient to pay the expenses, the Directors shall have authority to levy and collect additional Base Assessments to meet such needs. The Base Assessments shall be collectible monthly, quarterly, semi-annually or annually, as the Directors shall determine. The Base Assessments shall be considered delinquent if not paid by the due date established by the Directors. The Homeowners' Association shall provide each Owner with notice of the Base Assessment levied against each Lot and the date(s) when the Base Assessment (or installments) are due. Past due payments shall accrue interest at the maximum rate permitted by law from the due date until paid, and any payment not made within fifteen (15) days of the due date shall be subject to a late charge of twenty-five dollars (\$25.00).

**4. Special Assessments.** The Homeowners' Association, by and through the Directors, may levy a Special Assessment against each Lot for those items deemed necessary and advisable by the Directors which may include, but not necessarily be limited to, the acquisition of property by the Homeowners' Association, defraying the cost of construction of Improvements to the Common Property, the cost of construction, reconstruction, unexpected repair or replacement of an Improvement, including the necessary fixtures and personal property related thereto, and any other non-recurring expense deemed appropriate by the Directors. A Special Assessment shall be collectible in such manner as the Directors shall determine. When a Special Assessment exceeds \$2,500.00 per Lot, it shall require the approval of a majority vote of the Members. The Homeowners' Association shall provide each Owner with notice of the Special Assessment levied against each Lot and the date(s) when the Special Assessments (or installments) are due. Past due payments shall accrue interest at the maximum rate of interest permitted by law from the due date until paid, and any payment not made within fifteen (15) days of the due date shall be subject to a late charge of twenty-five dollars (\$25.00). The Developer shall have the right to approve all Special Assessments before they are made. This right of approval of Special Assessments by Developer shall end upon the turnover of the Homeowners' Association. Notwithstanding anything contained in this Declaration, the Developer shall never be obligated to pay any Special Assessments.

**5. Individual Assessments.** If an Owner fails to perform required maintenance, repairs or replacements, within or without the Lot, the Homeowners' Association shall send the Owner written notice of such failure and allow the Owner fourteen (14) days to remedy such failure. If the Owner does not complete the required maintenance, repairs or replacements within fourteen (14) days of the date the notice is sent, then the Homeowners' Association Homeowners' Association, by and through the Directors, may perform the maintenance, repairs or replacements and levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements, within or without the Lot, which the Owner thereof has failed to perform. The Homeowners' Association has the right of entry onto each Lot to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. The Developer, Homeowners' Association, Directors, or their agents or assigns shall not be liable to the Owner for trespass or for damages to property or person when maintenance, repair, or replacement is undertaken pursuant to this Paragraph. The Individual Assessment shall include an administrative fee charged by the Homeowners' Association in an amount to be determined, from time to time, by the Directors at its sole discretion. All Individual Assessments shall be collectible in the same manner as a Base Assessment and shall constitute a lien on the Lot if unpaid. The Homeowners' Association shall provide the Lot Owner with notice of the Individual Assessment levied against such Lot and the date(s) when the Individual Assessments are due. Past due payments shall accrue interest at the maximum rate of interest permitted by law from the due date until paid, and any payment not made within fifteen (15) days of the due date shall be subject to a late charge of twenty-five dollars (\$25.00).

**6. Creation of Lien and Personal Obligation for Assessments.** The Developer, as owner of the Property, hereby covenants, and each Owner of any Lot now or hereafter existing within the Property, by acceptance of a Deed (or other instrument of conveyance) therefore, whether or not so stated therein, covenants and agrees to promptly pay to the Homeowners' Association all Assessments levied or assessed against each such Lot. The obligation of an Owner for Assessments, except as to the Developer, shall commence as to each Lot owned by an Owner upon the acquisition of title to that Lot by such Owner. All Assessments made and levied by the Homeowners' Association, as to each Lot, together with interest, late charges, costs and reasonable attorneys' fees for collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessments, interest, late charges, costs and reasonable attorneys' fees are levied, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. Subject to the provisions of this Declaration partially protecting institutional first mortgagees, the personal obligation for delinquent Assessments shall pass to the successors in title of such Owner (but without release of such Owner).

7. **Non-Payment of Assessments.** If any Assessment or any installment thereof shall not be paid within thirty (30) days after the due date, the Homeowners' Association may, at any time thereafter, accelerate the entire amount due for the period for which the Assessment was made and declare the same immediately due and payable. The Homeowners' Association may also record a Claim of Lien in the Public Records of Alachua County, Florida. The Homeowners' Association may bring an action to foreclose the lien against the Lot, and/or a suit on the personal obligation of the Owner. There shall be added to the amount of such Assessment the costs of such action (including reasonable attorneys' fees), and in the event a Judgment is obtained, such Judgment shall include interest on the Assessment, late charges, reasonable attorneys' fees and costs of the action.

8. **Partial Subordination of Lien to Institutional First Mortgagee.** An institutional first mortgagee who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure is liable for the unpaid Assessments that became due prior to the institutional first mortgagee's receipt of the instrument conveying title. However, the institutional first mortgagee's liability is limited to a period not exceeding twelve (12) months, but in no event does the institutional first mortgagee's liability exceed one percent (1%) of the original mortgage debt.

9. **Assessment Status Certificates.** Upon written request of the Owner, any prospective mortgagee or bona fide purchaser of a Lot, delivered to the Homeowners' Association at its registered office, the Association shall, within ten (10) days thereafter, certify to such person giving written request, whether any Assessments have been made as to such Lot that remain unpaid and the amount thereof. If the information provided is relied upon by the prospective mortgagee or its purchaser to its detriment, it shall become binding upon the Association even though such information may later be discovered to be inaccurate. The Homeowners' Association may charge a fee for this certificate, which amount shall be established and adjusted from time to time by the Directors.

10. **Exempt Property:** The Common Property and any property owned by the Developer shall be exempt from Base, Special, and Individual Assessments and from the liens created herein. Except as provided in this Paragraph, no other Lot or property is exempt from Base, Special, or Individual Assessments. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

**Article VIII**  
**EASEMENTS**

1. **Plat Easements.** The Property shall be subject to the easements set forth and depicted on the Plat.

2. **Owner's Easements.** Each Owner shall have a perpetual, non-exclusive easement of ingress and egress utilizing the roads and streets depicted on the Plat. Each Owner shall further have a perpetual, non-exclusive easement for the use and enjoyment in the Common Property within Gloria's Way. Said easements are subject, however to the following.

(a) The right and duty of the Homeowners' Association to levy and collect Assessments against each Lot for the purpose of maintaining the Common Property;

(b) The right of the Homeowners' Association to suspend the voting rights and right to use the Common Property and facilities (other than for ingress and egress) by an Owner, Owner's family member, tenant, agent and invitee for any period during which an Assessment against the Lot remains unpaid;

(c) The right of the Homeowners' Association to grant permits, licenses and easements, over, in, across and under the Common Property, for such services, utilities, roads and other purposes that are reasonably necessary for the benefit of, and for the proper maintenance or operation of, the Common Property.

(d) The right of the Homeowners' Association to dedicate or convey all or part of the Common Property. Provided however, that such dedication or conveyance shall be approved by a majority vote of the Members.

3. **Maintenance Easement.** The Homeowners' Association is hereby granted easements through and over the Property and grounds for the maintenance of the grounds, the maintenance and repair of the Common Property, the maintenance and repair of the irrigation system (including the sprinkler system), and for all other access reasonably necessary to enable the Homeowners' Association to carry out its duties and responsibilities under this Declaration.

4. **Construction Easement.** The Developer reserves unto itself, its successors and assigns, an easement over the Property for the development of Gloria's Way, including but not limited to construction of the Improvements and installation of utilities and drainage facilities.

5. **Easement for Unintentional and Non-negligent Encroachments.** If (a) any portion of the Common Property, or Improvements thereon, encroaches upon any other portion of the Property; (b) any portion of the Property, or Improvements thereon, encroaches upon the

Common Property; or (c) any encroachment shall hereafter occur pertaining to the Property as a result of (i) construction of any building or Improvement by Developer, (ii) settling or shifting of an Improvement constructed by Developer, its successors or assigns, (iii) any repair to the Common Property or any other portion of the Property, then, in any such event, a valid non-exclusive, perpetual easement shall exist for such encroachment and for the maintenance, repair and replacement of same as long as such structure shall exist.

6. **Emergency Right-of-Way.** In the case of any emergency originating in, or threatening any Lot or Improvement thereon, regardless of whether the Owner is present at the time of such emergency, the Directors or any other person authorized by it, shall have the right, but not the obligation, to enter such Lot and/or Improvement for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

## **Article IX** **INSURANCE**

1. **Common Property.** The Homeowners' Association shall keep all Improvements located on the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof and may obtain insurance against such other hazards and casualties as the Homeowners' Association may deem desirable. The Homeowners' Association may also insure any other Property, whether real or personal, owned or maintained by the Homeowners' Association, against loss or damage by fire or such other hazards as the Homeowners' Association may deem desirable, with the Homeowners' Association as the owner, co-insured, loss payee and/or beneficiary of such insurance. Insurance proceeds shall be used by the Homeowners' Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Homeowners' Association are Common Expenses included in the Assessments made by the Homeowners' Association.

2. **Flood Insurance.** In the event the Property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, the Homeowners' Association shall purchase and maintain a policy of flood insurance naming the Homeowners' Association (and Developer until turnover of the Homeowners' Association) as insureds, and covering the Common Property, and any Improvements, buildings, fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Common Property, and each Owner shall purchase and maintain a similar policy covering Improvements on his Lot. The coverage required herein shall be in an amount not less than the lesser of (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other Improvements located on any portion of the Common Property that fall within



the designated special flood zone, or (b) one hundred percent (100%) of the current replacement cost of such Improvements, buildings and other insurable Property. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days prior written notice to the Homeowners' Association and the insured under such policy. Insurance proceeds shall be used by the insured for the repair or replacement for the Property for which the insurance was carried.

3. **Liability Insurance.** The Homeowners' Association shall purchase and maintain a policy of comprehensive general liability insurance, naming the Homeowners' Association (and the Developer until turnover of the Homeowners' Association) as insureds. The coverage shall be in an amount not less than \$1,000,000.00 (which minimum coverage amount shall be adjusted every ten (10) years for any increase or decrease in the cost of living) for bodily injury, death and property damage arising out of a single occurrence. Coverage shall include liability of the insureds for bodily injury, death and property damage. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days prior written notice to the insureds.

4. **Waiver or Subordination.** As to each policy of insurance maintained by the Homeowners' Association which will not be voided or impaired thereby, the Homeowners' Association hereby waives and releases all claims against the Directors, the Owners, the Developer and the officers, directors, agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

## **Article X** **CASUALTY DAMAGE TO DWELLINGS**

1. **Obligations to Reconstruct or Repair.** If any part of an Owner's dwelling shall be damaged by casualty, Owner agrees to diligently reconstruct or repair the damaged property. Such reconstruction or repair shall be according to plans and specifications approved by the ARC and the Homeowners' Association, which approval shall be in conformity with the Architectural Planning Criteria. If the dwelling damage is so extensive as to not justify reconstruction or repair, the Owner is obligated to demolish and remove all remnants, restoring the Lot to a cleared and clean condition.

2. **Time is of the Essence.** In order to preserve and enhance property values and amenities within Gloria's Way and contribute to the personal and general health, safety and welfare

of the Owners and residents therein, any reconstruction or repair, or any demolition, clearing and cleaning, shall commence as soon as reasonably possible and shall be carried out in a diligent fashion with no interruption of construction. In no event shall the commencement date be later than one hundred twenty (120) days from the date of casualty unless extended by written approval of the Homeowners' Association for good cause shown.

**Article XI**  
**USE AND RESTRICTIONS**

Each Lot Owner, by accepting ownership of a Lot, agrees on behalf of himself, his successors, heirs, personal representatives and assigns, to the following:

1. **Use and Occupancy.** All Lots shall be used only as a single-family, private dwelling and for no other purpose. No commercial, retail, wholesale, storage or manufacturing facilities may be operated on any Lot and no business may be conducted on any part thereof except for use by the Developer. Developer reserves the right to use those lots still owned by Developer for agricultural uses.

2. **Square Footage:** The single family residence to be constructed on any Lot in the subdivision shall contain not less than 2,200 square feet of living area, exclusive of un-air conditioned porches and garages.

3. **Lot Rentals.** No Lot shall be leased or subleased for a term of less than one (1) year. All leases must be written leases and the Owner shall provide the Homeowners' Association with copy of the fully executed lease within three (3) business days of execution of the lease. All tenants and their guests and invitees shall be subject to the restrictions contained in the Homeowners' Association governing documents, including this Declaration.

4. **No Subdivision.** No Lot shall be divided, subdivided or reduced in size in any manner without the written consent of the Homeowners' Association or Developer. However lots can be combined with proper municipality approvals, should such process exist, and either the Homeowners' Association or Developer written approval.

5. **Construction:** The initial construction of all structures and other improvements on the property shall be approved by the ARC and conform to a plan of general architectural uniformity to be outlined below:

- a. Exterior appearance shall generally consist of hardwood siding, Hardie board siding, or stucco along with optional stone, brick and other items approved by the ARC.
- b. All shingles shall be Architectural shingles.
- c. Skylights, solar energy panels are not permitted on front elevation.

6. **Pets.** Owners may keep as pets only domesticated cats, dogs, birds, and other mammals. Owners may not keep more than five (5) pets per household. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or other zoo-type animals on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Directors in their sole and absolute discretion. Pets must be on a leash at all times when out of doors. It shall be the Owner's obligations to remove and otherwise properly dispose of their pet's waste material from the Common Property, streets, sidewalks, the Owner's Lot, and the Lots of other Owners and failure to remove and dispose of the pet's waste material shall be deemed a nuisance. The Directors shall have the right to order the removal of any pet which, in the Directors' sole and absolute discretion, is considered a nuisance and the same shall be done without compensation to the Owner.

7. **Motor Vehicles.** No commercial vehicle shall be placed or parked upon any Owner's Lot or otherwise in Gloria's Way. All vans, boats, and RV's must be kept in a garage and the garage door must be kept closed except temporarily for purposes of entering and exiting the garage. All garages must be and remain capable of parking two full-sized automobiles. No maintenance or repairs of motor vehicles shall be performed except within an area totally isolated from public view. No vehicles, including service vehicles, shall be permitted to park on streets overnight or between the hours of 12:01 a.m. and 7:00 a.m. This section shall exclude normal sized trucks and vans that are wrapped.

8. **Underground Wires; Antennas, Aerials and Satellite Dishes.** All electrical conduits and hook-ups shall be kept underground. No overhead wires, poles or overhead facilities of any kind for electrical, telephone, television or other utility services will be permitted. No antennas, aerials or satellite dishes of any kind shall be placed upon the roof or any exterior of any building except upon written approval of the ARC and the Homeowners' Association. Otherwise, all antennas or aerials, if any, must be of a concealed type and installed inside attic space.

9. **Temporary Structures and Accessories.** No temporary or accessory buildings or structures (including but not limited to, satellite dishes, antennas, playground equipment, tent, shack, shed, all basketball goals (portable or fixed), etc.) shall be erected or permitted to remain on any Lot without the approval of the ARC and written consent of the Homeowners' Association.

10. **Signs.** No sign or other advertising devices shall be displayed with the exception of signs placed by the developer, original builders, or a “For Sale” sign. These signs shall not exceed 2’ x 2’ in dimensions.

11. **Banners and Pennants.** No banners or pennants shall be permitted except upon the prior written consent of the Homeowners’ Association.

12. **Offensive or Illegal Trade or Activity.** No noxious, offensive or illegal materials or activity shall be conducted, kept or permitted on or upon any Lot or any part of the Property which will cause the emission of offensive dust, smoke, odors, gases, light or noises, or which may be or become a nuisance, safety hazard or any unreasonable annoyance to other Owners or occupants or otherwise interfere with the quiet enjoyment of the Lots of other Owners or occupants.

13. **Window Treatment.** All interior window treatments such as drapes or blinds shall be of a type, design and coloration so as when viewed from the road or adjacent Lot, they will be in harmony with the development as a whole. No reflective windows or reflective window tinting shall be allowed.

14. **Trash Receptacles.** No garbage, trash, refuse, rubbish or other waste materials may be deposited, dumped or kept on any Lot except in sanitary containers. Trash containers must be kept within the garage or otherwise hidden from public view (within fencing, landscaping, or masonry wall) except on pick-up days.

15. **Mailboxes.** Mailboxes will be clustered and will be provided by the developer. No individual mailboxes will be allowed.

16. **Clothes Drying Area.** No portion of the Property shall be used as a drying or hanging area for laundry of any kind, except as may otherwise be permitted by law. If required to be permitted by law, then such area shall not be visible from the street and the placement and screening of such area must be approved, in advance, by the ARC.

17. **Garages.** All garages must accommodate at least two (2) cars. Garages shall only be used for the storage of automobiles and other uses authorized herein and shall not be permanently enclosed or converted to other uses. Garage doors facing the street are permitted but must be set back 3 feet from front elevation. All garages shall be equipped with fully operational

automatic garage door openers activated by a remote control garage door opener and all garage doors must be closed, except when vehicles are entering or existing form the garage. Each Owner shall be responsible for maintaining his own garage door opener in good working order at all times at the Owner's sole cost and expense.

**18. Air Conditioning Equipment:** No air conditioning equipment may be visible from the streets or Common Property. If air conditioning equipment is proposed to be constructed and would be visible from the streets or Common Property, screening is required and the screening of that air conditioning equipment must be approved by the ARC prior to commencement of construction or installation.

**19. Drainage Systems and Structures:** No Owner shall interfere with the operation of any storm water or drainage system or structure, including obstruction or modification of such system or structure, regardless of whether such structure is located on a Lot or on the Common Property.

**20. Fences:** Fences may be erected only after plans for fences are submitted to the Architectural Review Committee for approval prior to installation. Fences must be "stockade" style. All other fences styles are prohibited. Fences must be six (6) feet in height. The ARC will select a single color for all fences within Gloria's Way.

**21. Driveways:** Approved materials for driveways are: finished concrete and/or concrete pavers. No additional parking area shall be permitted unless the parking area does not extend past the exterior of the home, is smaller than 8 feet by 10 feet, and the materials, size, and location are approved by the ARC prior to construction.

**22. Irrigation Systems:** Outdoor water conservation shall be maximized. Irrigation shall be minimized and permanent high volume irrigation systems (containing emitters with flow rates exceeding 0.5 gallons per minute) shall not exceed 60% of the total landscaped area. Irrigation systems must be operated in accordance with the Alachua County Irrigation Conservation Standards and Management Practices Code, Chapter 79. This requirement excludes vegetable gardens and fruit trees on lots.

**23. Landscape:** Only Zoysia or St. Augustine grass are permitted sods to be installed. No owner shall plant or allow to be planted any plants in the front and side yards of his property, that detract from the visual harmony of the property. **Any proposed plantings of the front or side yards of any property, other than those initially approved by the Architectural Review committee, Declarant or Builder, shall require approval from the Architectural Review**

**Committee prior to planting. Yard ornamentation, such as flagpoles, fountains, bird feeders, bird baths, sculpture, accent lighting and pottery shall not be allowed in front or side yards of any Unit, unless approved in writing by the Architectural Review Committee**

**Article XII**  
**RIGHTS OF DEVELOPER**

Developer and its successors and assigns will have the right to undertake the work of developing Lots and constructing homes and Improvements relating thereto. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a community. As used in this Declaration, the words "its successors and assigns" specifically do not include purchasers of individual Lots. In order that said work may be completed and the Project established as a fully-occupied community as rapidly as possible, no Owner, nor the Homeowners' Association, shall do anything to interfere with Developer's activities, including activities of the Developer relating to development, construction, sales, marketing, promotional activities and management. In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Developer's plans for construction, development, use and sale of the Project.

**Article XIII**  
**GENERAL PROVISIONS**

**1. Duration and Remedies for Violation.** The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Developer, the Homeowners' Association and/or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date that this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Homeowners' Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants and Restrictions. Expenses of litigation shall include a reasonable attorney's fee incurred by the Developer and/or Homeowners' Association and/or Owner(s) in seeking such enforcement. If litigation is not instituted, the Owner will be responsible for the costs of any and all other enforcement action, including administrative fees, reasonable attorney's fees, and costs. The Directors may also levy fines, as permitted by Florida Statute §720 (2017). Failure to take

enforcement action for a violation does not result in a waiver of enforcement against that violation or future violations.

2. **Amendments.** This Declaration may only be amended, modified, altered or rescinded upon written instrument approved by two-thirds (2/3) vote of the Members and such instrument recorded among the Public Records of Alachua County, Florida. Provided however that the Developer retains the right to amend, modify or alter this Declaration until such time as the Developer has relinquished control of the Homeowners' Association. The Developer retains the right, so long as the Developer owns any Lot or property subject to this Declaration, to subject additional property to the provisions of this Declaration. Notwithstanding the foregoing, no alteration, amendment, rescission, or modification of this Declaration shall be made which adversely affects the right of ingress and egress to a Lot. Amendments to the Declaration which directly or indirectly impact or affect the operation or maintenance of a surface water or storm water drainage system may be made only after approval by the Suwannee River Water Management District or local government entity.

3. **Sales Agency and Signs.** Notwithstanding anything to the contrary contained herein, or contained in any other covenants or restrictions affecting the Property, the Developer and/or the original builders (Warring Homes, Inc.; Barry Bullard Homes, Inc.; Spain and Cooper Homes, LLC; Pridgen Homes, Inc; Jeffrey Wilde Builder, Inc.; Fletcher Construction, LLC; EG Gonzalez Custom Homes, Inc.) may maintain a sales agency office and/or model home, together with a sign or signs on Lots of its choosing within the Project, so long as the Developer and/or any original builder shall own any Property subject to this Declaration.

4. **Notices.** Any notices required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Homeowners' Association at the time of such mailing. If the Member or Owner has not provided an address to the Homeowners' Association, then it shall be presumed that the Member or Owner's address is the Lot address.

5. **Captions and Headings.** The captions and headings pertaining to the Articles and Paragraphs contained in this Declaration are solely for the convenience of reference and in no way shall captions or headings define, limit or in any way affect the substance of the provisions contained in this Declaration.

6. **Governing Law.** The terms and provisions contained in this Declaration shall be governed by, enforced and construed in accordance with the laws of the State of Florida.

7. **Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.


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


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


**IN WITNESS WHEREOF**, the Developer has caused this instrument to be executed on day and year first above written.

Signed, sealed and delivered  
in the presence of:

GLORIA'S WAY, LLC  
a Florida limited liability company

  
Print Name: Amy Gnann

By:   
George E. Fletcher, Authorized Member

  
Print Name: Jon Davis

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 26 day of October, 2017 by GEORGE E. FLETCHER as Authorized Member of GLORIA'S WAY, LLC, a Florida limited liability company, who  is personally known to me, or [ ] who produced his driver's license as identification.


  
Print Name: Amy Gnann  
Notary Public, State of Florida at Large  
My Commission Expires: May 5, 2019





Exhibit "A"

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE SOUTH 89°21'36" EAST, ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 622.21 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°36'43" WEST, A DISTANCE OF 40.37 FEET TO A FOUND CONCRETE MONUMENT (NO IDENTIFICATION) ON THE SOUTH RIGHT OF WAY LINE OF SW 8TH AVENUE (80.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°36'43" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4157, PAGE 1973 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1021.15 FEET TO A FOUND 3/4" IRON PIPE AND CAP (ILLEGIBLE); THENCE SOUTH 00°37'10" WEST, ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2157, PAGE 2818 OF SAID PUBLIC RECORDS, A DISTANCE OF 465.43 FEET TO A FOUND 1/2" IRON ROD AND CAP (NO IDENTIFICATION); THENCE SOUTH 00°31'12" WEST, ALONG THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2730, PAGE 1120, A DISTANCE OF 464.79 FEET TO A FOUND 5/8" IRON ROD AND CAP (STEVE OWEN); THENCE DEPARTING SAID WEST LINE, NORTH 89°17'22" WEST, ALONG THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3763, PAGE 1462 OF SAID PUBLIC RECORDS, A DISTANCE OF 466.51 FEET TO A FOUND 5/8" IRON ROD AND CAP (STEVE OWEN) AT THE INTERSECTION WITH THE EAST LINE OF A 110 FOOT WIDE PUBLIC UTILITIES RIGHT OF WAY EASEMENT; THENCE DEPARTING SAID NORTH LINE, NORTH 00°27'04" EAST, ALONG SAID EAST LINE, A DISTANCE OF 464.11 FEET TO A FOUND 1/2" IRON ROD AND CAP (LB021); THENCE NORTH 00°25'03" EAST, ALONG THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED OFFICIAL RECORDS 2157, PAGE 2818 OF SAID PUBLIC RECORDS, A DISTANCE OF 465.61 FEET TO A FOUND 1/2" REBAR AND CAP (LB021); THENCE NORTH 00°25'33" EAST, ALONG THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4157, PAGE 1973, A DISTANCE OF 1021.40 FEET TO FOUND CONCRETE MONUMENT (PRM 748) AT THE INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF SW 8TH AVENUE (80.00 FOOT RIGHT OF WAY); THENCE SOUTH 89°19'22" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 472.02 FEET TO THE POINT OF BEGINNING.