



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PROVENCE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION made on the 11th day of October, 2010, by ZAP Development, LLC ("DEVELOPER") and PROVENCE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("ASSOCIATION").

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain real property situated in Alachua County, Florida, and described more particularly as:

See "Exhibit A" attached hereto

WHEREAS, DEVELOPER is desirous of imposing certain covenants, conditions, restrictions and easements upon the above-described real property known in its entirety as "PROVENCE".

NOW, THEREFORE, DEVELOPER declares that the above-described real property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and desirability of and which run with the real property referred to above, being binding on all parties having any right, title or interest in the above-described real property or any party thereof, their heirs, successors and assigns, and therefore the DEVELOPER declares as follows:

ARTICLE I: DEFINITIONS

1.01. "Properties" means portions of the real property described in "Exhibit A" which shall be known as PROVENCE and shall include any real property comprising the common area, including the entranceway and road right-of-ways for paved or unpaved roadways, which are intended to be conveyed to the ASSOCIATION by recordation of a plat, or by compliance with the Rural Subdivision Land Development Code of Alachua County, Florida, or which are created by recordation by a quit claim deed from the DEVELOPER to the ASSOCIATION, together with any other real property which is subsequently annexed or added to the subdivision by subsequent amendment of this Declaration.

1.02. "Owner" means record title Owner of fee simple legal title to any designated lot within the platted or unplatted portions of the subdivision.

1.03. "Board" or "Trustee" means the Board of Directors of the ASSOCIATION.

1.04. "Lot" means Lots 1 through 13 of PROVENCE.

1.05. "Surface Water System" or "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges.

1.06. "Common Open Space" means those areas designated Common Area "A", Common Area "B", Open Space/Common Area, and the Conservation Management Area as shown on the approved plat for the PROVENCE Cluster Development; this shall also include the tennis court, gazebo, and barbeque area.

ARTICLE II: PROPERTY RIGHTS OF OWNERS

Every Owner shall have the right and enjoyment in and to such facilities as are located in PROVENCE, including a perpetual non-exclusive easement for ingress, egress and utilities which shall be for the benefit of each Owner and the lawful occupants of any Owner's Lot, together with their licensees and invitees, which use shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(1) the right of the ASSOCIATION, pursuant to its Articles of Incorporation, Bylaws, and Rules and Regulations to govern and control the use of roadways, entrance ways, common areas and any ingress, egress, and utilities easement reserved in the name of the ASSOCIATION, as well as to govern the personal conduct of the members and their guests and to establish penalties for the violation thereof.

(2) the right of the ASSOCIATION to suspend the voting rights and impose a lien upon a Lot located within the subdivision for failure to pay any assessment levied against an Owner or for violation of the Covenants, Conditions and Restrictions of PROVENCE or of the Articles, Bylaws or Rules and Regulations of the ASSOCIATION.

(3) the right of the ASSOCIATION or any Owner to the use of the ingress, egress and utilities easements, subject to the limitation that no usage thereof may result in the impairment or blockage of any component or individual element of the surface water management system, if any, including but not limited to all swales, retention or detention areas, drainage ditches or outfall ditches required by the County of Alachua, State of Florida, or the

agency known as Suwannee River Water Management District ("DISTRICT").

(4) all provisions of this Declaration and of the Articles, Bylaws or Rules and Regulations of the ASSOCIATION.

ARTICLE III: INCORPORATION AND ADOPTION OF THE ASSOCIATION'S ARTICLES AND BYLAWS

3.01. Incorporation of Association's Articles.

DEVELOPER has incorporated the ASSOCIATION, pursuant to Florida Statutes and in accordance with its Articles of Incorporation, which are attached and incorporated herein as "Exhibit B".

3.02. Adoption of Bylaws and Rules and Regulations.

The ASSOCIATION shall have the right from time to time to adopt Bylaws and Rules and Regulations in accordance with its Articles of Incorporation and when so adopted shall be deemed incorporated herein by reference and form a part of this Declaration as if originally contained herein.

ARTICLE IV: MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM AND THE CLUSTER OPEN SPACE

4.01. Duties of Association and Owners.

The ASSOCIATION shall be responsible for the maintenance, operation and repair of the surface water or storm water management system and for the maintenance, operation and repair of the common open space. Maintenance of the surface water or storm water management system(s) means the exercise of practices, which allow the system(s) to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the District. Maintenance of the Common Open Space will be in accordance with the final Open Space & Stormwater Management Plan for the PROVENCE Subdivision and in accordance with the requirements of the Alachua County Development Code.

4.02. Easement for Access and Drainage.

The ASSOCIATION shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system and shall have a perpetual non-exclusive easement over all common open spaces to operate and maintain those areas. By this easement, the ASSOCIATION shall have the right to enter upon any portion of any

lot, which is a part of the surface water or stormwater management system or the common open space, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater system as required by the District permit or for the maintenance of the common open space. Additionally, the ASSOCIATION shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the District.

4.03. Conservation Management Area.

There shall be set aside a permanent vegetated natural buffer over that portion of the property shown on the plat as the CONSERVATION MANAGEMENT AREA ("Buffer"). The area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other than fencepost) are prohibited within the Buffer.

No alteration of the Buffer shall be authorized without prior written authorization from Alachua County. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the ASSOCIATION. Alachua County has the full legal authority to compel the Association to comply with all requirements of the Conservation Management Plan.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

5.01. Membership of Association.

Every record title owner of a Lot shall by ownership of said Lot become a member of the ASSOCIATION and be subject to the assessments described hereafter. Membership shall be appurtenance to and may not be separated from ownership. Because of the substantial investment of capital made by the DEVELOPER to acquire and construct the common area of the subdivision, the DEVELOPER retains control of the ASSOCIATION until completion of sale of 80% of the Lots owned by the DEVELOPER or until January 15, 2010, whichever shall first occur. The DEVELOPER specifically warrants that in the event of any shortfall of funds to defer the expenses itemized in Article VI, it shall be the obligation of the DEVELOPER to render timely payment of any shortfall.

5.02. Determination of Voting Rights.

Voting rights in the ASSOCIATION shall be determined by one vote per Lot. If a Lot is owned by more than one individual, they shall designate fractional votes between themselves, or designate a representative to cast the vote represented by each Lot, and their election shall be furnished in writing to the Secretary of

the ASSOCIATION at or prior to any meeting which a vote of the membership of the ASSOCIATION is to be taken and such designation shall remain as stated until amended or modified in writing by the present Owners or subsequent Owners of said Lot.

5.03. Casting of Votes.

Votes shall be cast at any ASSOCIATION meeting in person or by proxy. Proxy votes must be cast by use of the written form designated from time to time by the officers of the ASSOCIATION with proxy votes to be registered with the Secretary of the ASSOCIATION at or prior to any regular or special meeting of the ASSOCIATION.

ARTICLE VI: COVENANTS FOR ASSESSMENTS

6.01. Creation of Assessment Obligation.

DEVELOPER, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed for such lot, whether or not it is expressed in such deed, agrees to pay to the ASSOCIATION:

- (1) annual maintenance and repair assessments, and
- (2) special assessments as necessary to defer reasonable expenses incurred by the ASSOCIATION.

6.02. Annual Maintenance and Repair Assessments.

The annual maintenance and repair assessment will be determined by the Board and each Lot Owner shall be liable for his share of said expenses. The total assessments may include a reasonable allowance for contingencies and reserves in addition to the actual expenses for maintenance and repairs. The initial annual assessment during the first fiscal year of existence of the ASSOCIATION shall be \$1000.00 and shall be established in subsequent years by majority vote of the Board of Directors. Unless modified by vote of the Board of Directors, the annual assessments shall be payable in lump sum on or before July 1st of each fiscal year.

6.03. Special Assessments.

In addition to the annual maintenance and repair assessments, the Board may levy, from time to time a special assessment for the purpose of defraying, in whole or in part:

- (a) the costs of any construction, repair or replacement of roadway being maintained by the ASSOCIATION, including the cost for acquisition or replacement of any capital improvements acquired by the ASSOCIATION; and for reconstruction or unanticipated repair or replacement of any improvements located in any common area or entranceway which is being maintained by the ASSOCIATION.

(b) the cost of the maintenance and repair of the surface water or storm water management systems, including but not limited to work within retention areas, drainage structures and drainage easements. Such special assessments shall be levied by the Board with or without approval of the Association. Special assessments shall be due and payable within thirty (30) days of the assessment being levied.

6.04. Notice of Assessment Levy.

The Board, in accordance with the Articles of Incorporation and Bylaws of the ASSOCIATION, shall fix the date for commencement of any annual or special assessment and shall furnish written notice thereof at least thirty (30) days in advance of such due date and shall, at that time, prepare a ledger for each of the Lots within the subdivision illustrating the assessments applicable thereto, which ledger shall be open to inspection by any Owner during regular business hours. Unless amended as provided in Article X, all annual or special assessments shall call for an equal payment by each Lot Owner, regardless of the acreage contained therein.

6.05. Effect of Nonpayment of Assessments.

(a) Any assessment not paid within thirty (30) days of its due date shall be delinquent, and shall bear interest from the due date at the highest rate allowed by law 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 any unpaid assessment, together with interest thereon, and court costs and reasonable attorney's fees incurred by the ASSOCIATION. 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.

(b) Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In the event of subsequent passage of title of said property without payment of an outstanding obligation for delinquent assessments, such liability shall pass to the successors in title and shall be a joint and several liability for the Owner and successors in title. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of a Lot or non-use of the entranceway and ingress, egress, and utilities easement.

6.06. Subordination of the Lien.

Any lien for assessment as provided for herein shall be subordinate to a lien for any bona fide mortgage or mortgages now or hereafter placed upon the Lot subject to the assessment; except

that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure. No sale or transfer shall alleviate any real property from the liability for an outstanding assessment nor from the lien of any assessment levied after such sale or transfer.

ARTICLE VII: COMMITTEE OF ARCHITECTURAL CONTROL

7.01. Purpose of Committee.

For the purpose of insuring the development of the lands and the subdivision as a residential area of high standards, no building improvement, entrance, driveway or other improvement shall be allowed to be erected, placed or altered until a construction plan and specifications shall have been approved in writing by an architectural control committee ("COMMITTEE"), or its successors, as to the quality of workmanship and materials to be used, harmony of the exterior design with existing structures and as to the location with respect to other Lots. To furnish assistance for applicants, the COMMITTEE shall from time to time adopt committee guidelines which shall be made available upon request to any applicant. Said guidelines provide a minimum requirement as to the issues discussed therein.

7.02. Members of Committee.

The COMMITTEE shall initially have two (2) members, who shall be Rick Zambelli and Michele Zambelli and said members shall continue to be designated by DEVELOPER, until such time as the DEVELOPER no longer retains title to any Lots in the subdivision, or voluntarily relinquishes control or as required by applicable law, whichever shall first occur.

7.03. Approval by Committee.

To defray administrative expenses, each site plan for initial improvements or for modifications to existing structures which require a cost in excess of Five Hundred and 00/100 Dollars (\$500.00), shall be accompanied by a processing fee of One Hundred Dollars (\$100.00), which shall be non-refundable. The COMMITTEE shall have thirty (30) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications to receive approval and this covenant shall be deemed to have been fully complied with. Modified site plans or amendments per request from the COMMITTEE shall not necessitate an additional administrative charge.

7.04. Violation of Committee Approval.

In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the ASSOCIATION shall have the right of redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the ASSOCIATION to correct the violation, and the Lot Owner shall be responsible for all Court costs and attorney's fees incurred in such action. In the event a violation occurs which in the opinion of the Committee is of a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to in writing unanimously by not only the members of the COMMITTEE but by a majority of the Board.

ARTICLE VIII: RESTRICTIONS ON BUILDING.

8.01. Permitted Structures.

No building or structure of any kind is permitted within the subdivision other than a single family dwelling, which may be accompanied by not more than one separate guest house or mother-in-law suite, all of which buildings are to be coordinated aesthetically with the main residence and must be approved by the COMMITTEE. Swimming pools and other recreational facilities for the exclusive use of the occupants and their guests may be constructed in conjunction with the dwelling, and must also be approved in advance by the COMMITTEE. Both temporary and permanent occupancy shall be allowed only in permanent buildings designed for residential occupancy.

8.02. Square Footage.

The single family residence to be constructed on any Lot in PROVENCE shall contain not less than 3,000 square feet of living area, exclusive of unairconditioned porches and garages. The square footage contained in any guest-house or outbuilding discussed above in 8.01 may not be included for purposes of complying with this square footage requirement. In the case of a two-story dwelling, the first floor shall be a minimum of 2,500 square feet in area, excluding unairconditioned porches and garages. All dwellings shall have a minimum 6/12 roof pitch and minimum 6" fascia, unless an exception is specifically granted by prior approval of the COMMITTEE. All dwellings shall have at least two inside baths. All dwellings shall have at least a two-car garage attached to the dwelling. Garages may not be used for residential purposes. The garage door shall be at least 16 feet in width or two 8-foot, 9-foot or 10-foot single doors. These garage doors may not be removed at any time without prior written approval of the COMMITTEE. No garage shall open upon the front of any

dwelling unless necessary for the design of the home at the sole discretion of the COMMITTEE.

8.03. Construction.

(a) Any construction commenced on any Lot shall be completed within twelve (12) months from the date of first delivery of any construction materials to the site.

(b) No building shall be located on any Lot in violation of the setback and easement lines indicated on the recorded plat of the subdivision.

(c) Use of the material T-111 or vertical siding for the exterior surface of a residential dwelling shall not be permitted.

(d) All construction of any permanent improvements located within a subdivision shall be in compliance with Federal, state and local governmental laws, regulations or requirements.

(e) The Architectural Review Committee shall have the authority to implement construction regulations applicable to all lots during construction of homes to minimize the impact on adjacent properties including the reduction of noise and waste from construction sites.

ARTICLE IX: RESTRICTIONS ON LAND USE.

9.01. Exclusion of Business Purposes.

No trade, business, service, professional care, instructional or manufacturing business shall at any time be conducted on any of the Lots which would be in violation of appropriate zoning ordinances for residential zoning districts located in the County of Alachua, nor shall any building be erected thereon to be used for such purpose.

9.02. Prohibition of Nuisances.

No activity shall be conducted on any Lot which may be or become an annoyance or nuisance to the remaining occupants of the subdivision.

9.03. Prohibition of Signs.

No advertising signs shall be displayed, with the exception of "For Sale" signs not exceeding six square feet; provided, however, that the developer or assigns shall have the right to erect and maintain signs advertising the subdivision properties of such size as it deems necessary.

9.04. Maintenance of Lots.

All owners shall keep their Lot in a good and reasonable state of repair and appearance, as comparable to similar surrounding lots and shall not allow the accumulation of junk, trash, garbage or

waste. If an owner refuses or fails to maintain his/her Lot in accordance with the appearance of similar surrounding lots, the ASSOCIATION shall, after furnishing a 15 day written notice to the owner at the last known address, have the right to take such actions as are reasonably necessary to prevent further nuisance, safety hazard or to otherwise enforce this covenant. The owner shall be personally liable to the ASSOCIATION for the amounts actually and reasonably expended and the ASSOCIATION shall have the right to a lien in securing payment of the amount in the same fashion as the lien referred to in §6.05.

9.05. Limitation on Animals.

No animals or pets of any kind shall be kept upon said property or any portion thereof, except for ordinary household pets, which shall not be a nuisance or annoyance to the other lot owners of the subdivision. Each residence shall be limited to no more than three (3) domesticated animals.

9.06. Prohibition of Antennas.

No outside television or radio antenna shall be placed or maintained on any of the Lots, so as not to detract from the overall appearance of PROVENCE.

9.07. Approval of Satellite Dishes.

Satellite dishes no larger than 18" in diameter are permitted after review of the location thereof is approved by the COMMITTEE.

9.08. Operation and Repair of Vehicles.

Motorized vehicles being utilized by Owners or their guests on the roadways within PROVENCE may be operated only in a manner so as not to create a nuisance to other occupants of PROVENCE. No repairs to vehicles may be performed, except in an enclosed garage.

9.09. Parking of Vehicles.

(a) No commercial vehicles, other than those present on business may be parked outside in PROVENCE. This provision does not prohibit pickup trucks and other similar four wheel vehicles, provided that same are not larger than three-quarters (3/4) ton.

(b) No vehicles shall be parked on any part of PROVENCE, except on paved streets and paved driveways.

(c) No boat, trailer, camper or any other vehicle commonly known as a recreational vehicle may be parked or stored on any lot, except in the garage.

(d) No vehicle can be parked regularly or permanently on the street.

9.10. Driveways and Driveway Entrances.

(a) All lots must have a paved driveway from the adjacent street to the dwelling.

(b) Driveways located within the boundary of any Lot shall be constructed of concrete.

(c) All entrance drives must have culvert covers designed in accordance with the architectural design of the homeplace and said driveway entrances shall be specifically approved in advance by the COMMITTEE.

9.11. Garages.

Only side/rear-entry garages will be allowed in PROVENCE unless approved in the sole discretion of the Architectural Review Committee.

9.12. Approval of Fences and Hedges.

(a) Fences and hedges may be erected or planted in PROVENCE only after plans for fences or hedges are submitted to the COMMITTEE for approval prior to installation. The COMMITTEE shall maintain approved designs for fencing, which shall include a picket or "shadow box" style privacy fence six feet high.

(b) No fence shall be erected in the front yard of any lot, or in the side yard of any corner lot, closer to the street than the house, unless approved in writing by the COMMITTEE as a decorative fence.

9.13. Approval of Landscaping.

(a) Landscaping should be extensive and shall be of sufficient maturity at the time of planting to appear to be established. All grass and sod used in PROVENCE shall be St. Augustine grass and shall be irrigated. Requests to use other types of grass shall be in writing and shall be allowed at the sole discretion of the Committee.

(b) Landscaping shall be xeriscaping whenever possible in conformance with Chapter 407, ULDC, Alachua County. The use of invasive exotic species as listed in F.A.C. 5B-57-007, Florida Noxious Weed List, and F.A.C. 62C-52.011, Florida Prohibited Aquatic Plants, and Table 406.16.2, ULDC, Non-Native vegetation, is prohibited.

(c) Landscaping plans shall be submitted at time of initial house approval, which shall be approved in advance by the COMMITTEE. Plans must be at a scale of 1-inch equals 20 feet, size, spacing, quantity and variety of plants shall be shown in detail, and shall address the entire lot.

(d) All homes must be fully landscaped on all sides, including around pools and patios and other structures on the property visible from PROVENCE roadways or neighboring homes.

(e) Plants should be of sufficient size to achieve an established look shortly after planting.

(f) Front lawns must be established by being fully sodded and side yards and rear yards may be established by sodding, sprigging or hydro-mulching. Where sprigging or hydro-mulching is utilized, a row of sod shall be placed next to all sidewalks, driveways, roads, patios and around all mulched areas facing the street. Lawns seeded or sprigged late in season and not well-established must have winter rye applied at the rate of 100 pounds per 10,000 square feet as soon as weather permits.

(g) Vegetable gardens will be allowed, but must be comprised of not more than 400 square feet and approved as to location and visibility by the COMMITTEE prior to planting.

9.14. Uniformity of Mailboxes.

All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be uniform in size and appearance. Mailboxes which have been specified and previously approved by the COMMITTEE must be purchased by each homeowner prior to completion of initial construction of home. Mailboxes may not be replaced or modified without approval of the COMMITTEE at any time.

9.15. Impairment of Water Drainage.

Neither the ASSOCIATION nor any owner may construct on any individual Lot any structure or improvement which shall impair, restrict or limit water drainage from said Lot and no usage may be made of the real property located in PROVENCE which would result in a modification of a surface water management system as approved by Alachua County, Florida, the State of Florida, the District, or any governmental or quasi-governmental body with authority to regulate the same.

9.16. Swale Maintenance.

The Developer has constructed a Drainage Swale upon Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on that owner's lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage Swale shall be authorized and any damage to and Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its

former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

9.17. Firewise Plantings.

Landscape or planting plans within wildfire hazard areas shall incorporate Firewise landscaping techniques to help reduce the risk of wildfire. Such techniques shall include:

I. Creating a defensible space zone around buildings. Such zones shall provide space for fire suppression equipment in the event of an emergency and progressively limit plantings near structures to carefully spaced fire resistant species.

ii. Placing low growing species and groundcovers beneath canopy trees and rooflines to avoid creating a continuous fuel source from ground to tree or roof.

iii. Utilizing driveways, lawn areas and walkways to provide firebreaks between large areas of dense vegetation.

iv. Selective thinning of fire prone plant species in existing vegetation areas to reduce fuel loads. A list of fire prone species shall be available from the Environmental Protection Department.

9.18. Wildfire Prevention.

In accordance with the Alachua County Comprehensive Plan Conservation and Open Space Element, Policy 5.6.6.1, the PROVENCE subdivision will incorporate defensible project perimeters and interior fuel breaks as part of its wildfire management plan. In areas where the perimeter of the site abuts significant amounts of natural vegetation the following techniques will be used:

- Selective thinning of fire prone plant species to reduce fuel loads; and
- Removal of excessive forest litter (manual, mechanical, or prescribed burning).

A list of fire prone species, as issued by the Alachua County Environmental Protection Department, will be kept on record with the homeowner's association.

Interior areas of the site will utilize driveways, sidewalks, and defensible space to provide firebreaks between large areas of dense

vegetation. Emergency access will be provided to the south of the site and will meet all of the provisions of Section 407.75 of the ULDC and specifically the following criteria:

- It shall be available prior to the issuance of the first certificate of occupancy in the subdivision;
- It shall have a clear zone of 20 foot horizontal area and 14 foot vertical area; and
- It shall be stabilized to a limerock bearing ratio of 35.

The homeowners association will be responsible for the maintenance of the on-site fire protection assistance infrastructure improvements as constructed as part of the subdivision infrastructure. The facilities includes: a well to withdraw groundwater to fill a storage facility, a storage facility, and a fire department apparatus connection structure. The well and associated pumps/pressure system must be maintained in full operational condition. The storage facility should be inspected annually for operation and function. The fire department connection should be maintained fully operable and clear of obstructions.

All structures subsequently built on this site should have at least thirty feet of defensible space surrounding them so as to minimize the vulnerability of these structures to wildfire. Defensible space is defined as a "clean zone" where fuels have been cleared, reduced, or changed so as to act as a barrier between wildfire and the structure. These areas can be landscaped with trees and shrubs as long as the appropriate, less fire-prone plant material is used and placed so as not to carry fire to a structure (discontinuous horizontal and vertical fuel arrangement). Defensible space should be created so as to provide a measure of passive fire protection for structures. Defensible space created around a structure should limit the movement of fire to a structure or reduce the intensity of any fire that did move to a structure so that the likelihood of exterior structural ignition is minimized.

The site will be inspected for compliance with the wildfire mitigation strategy once per year during the construction of the development and once every three years thereafter. The homeowner's association will be responsible for ensuring that inspections occur on schedule. Alachua County has the legal authority to enforce these requirements

9.19. Further Subdivision or Alteration.

No Lot shall be further subdivided by any individual property owner. It is strictly prohibited for any individual or the

Association to subdivide or alter the open space in any manner including the alteration of boundaries without the express written consent of Alachua County.

9.20. Use of Common Open Space.

No Lot shall use or claim any portion of the common open space except in strict conformance with these covenants, the Common Open Space Management Plan for PROVENCE Subdivision, and the Alachua County Development Code.

9.21. Conservation Area Management.

Within the subdivision, 4.51 acres shall be designated as a Conservation Area that shall be managed by the association in strict accordance with the Conservation Area Management Plan for PROVENCE as approved and amended from time to time by Alachua County which is attached as Exhibit B and made a part of these covenants.

ARTICLE X: RESTRICTIONS ON DECLARATIONS.

10.01. Enforcement of Declarations.

(a) The ASSOCIATION or any present or subsequent Owner shall have the right to prevent the violation of any of these restrictions by injunction or other lawful proceedings and shall have the right to recover damages resulting from said violation together with the costs incurred in enforcing said restrictions, including reasonable attorney's fees and expenses in the enforcement prior to and subsequent to judgment and whether in judicial proceedings or otherwise, including but not limited to any litigation in a trial court or in any and all proceedings in any appellate tribunal. The failure to enforce these Declarations in any manner shall in no event be deemed a waiver of the right to enforce said Declarations thereafter as to the same breach of violation occurring prior or subsequent thereto. Enforcement shall be by proceedings at law or in equity, either to restrain a violation or violations or to recover damages, against any person, persons, or entity violating or attempting to violate any covenant.

(b) The District shall have the right to enforce, by a proceeding at law or in equity, the Declarations which relate to the maintenance, operation and repair of the surface water or storm water management system.

(c) Alachua County shall have the right to enforce, by a proceeding at law or in equity, the Declarations which relate to the maintenance, operation and repair of the open space and any regulated natural resources, firewise landscaping, and the issues related to the water and sewer line installation under Article XI.

10.02. Effective Date of Declarations.

These Declarations shall become effective upon recordation in the Public Records of Alachua County, Florida.

10.03. Amendments to Declarations.

(a) This Declaration may be amended by the DEVELOPER without joinder or consent of the ASSOCIATION until such time as the DEVELOPER has sold all property owned by it in PROVENCE or until the DEVELOPER elects voluntarily to terminate its right to amend, whichever shall first occur. Thereafter, this Declaration may be amended only by a vote of not less than two-thirds (2/3) of the membership of the ASSOCIATION at any special or regular meeting of the ASSOCIATION.

(b) Any amendment must be accomplished by a written instrument duly executed by the ASSOCIATION and recorded in the Official Records of Alachua County, Florida. If the DEVELOPER shall elect to voluntarily terminate his right to amendment prior to sale of all property owned by it, the ASSOCIATION shall cause written notice thereof to be executed by the DEVELOPER and recorded in the public records of Alachua County, Florida.

(c) Any amendment to the Declarations, which alter any provision relating to the common open space or protection and management of the natural resources, beyond maintenance in its original condition must have prior written approval of the Alachua County.

10.04. Duration of Declaration.

This Declaration shall continue in force from the date of this instrument until January 15, 2030, after which time, this Declaration shall be automatically extended for successive periods of twenty (20) years, unless earlier terminated, amended or modified by a vote of not less than two-thirds (2/3) of the membership of the ASSOCIATION at any special or regular meeting of the ASSOCIATION. There shall be no termination or amendment of these covenants which would affect the common open space or protection of the natural resources without the express written approval from Alachua County.

10.05. Severability.

Invalidation of any one of these Declarations by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XI: CENTRALIZED POTABLE WATER AND SANITARY SEWER SYSTEM REQUIREMENTS.

Approval for the PROVENCE Subdivision was granted in accordance with Article 11, Section 407.109 of the Unified Land Development Code and is consistent with Policy 2.1 of the Alachua County Comprehensive Plan. As a result, each unit in the PROVENCE Subdivision is subject to a deed restriction requiring connection by the property owners if and when centralized systems become available in the future. The Association, without further consent from the individual homeowners, shall pay for the water and sewer improvements required by Alachua County if and when connection is available, and each individual property owner hereby provides a financial guarantee to pay for the water and sewer improvements necessary to connect their property. The Association shall have a right to seek an injunction against any lot owners who refuse to connect or refuse to pay to connect their home to water and sewer. In any action brought by the Association against an individual property owner to force compliance with this provision, the Association shall be entitled to its attorney fees and all costs associated with bringing the action.

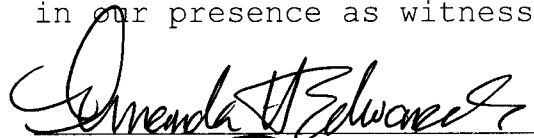

ARTICLE XII: ISSUANCE OF NOTICES.

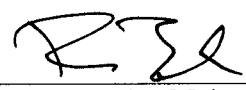
Any notices required to be sent to any member or Owner under any provisions of this Declaration shall be deemed to have been properly sent when it is mailed by United States Mail to the last known address of the person who appears as the Owner of the Lot in question as set forth on the tax rolls of the Tax Assessor of Alachua County, Florida, as of the time of such mailing.

IN WITNESS WHEREOF, DEVELOPER and ASSOCIATION have caused these documents to be executed this 11th day of October, 2010.

"DEVELOPER"

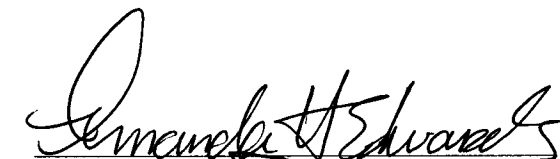
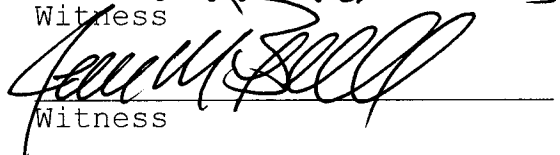
Signed, sealed and delivered
in our presence as witnesses:


Witness

Witness

By: 
Richard Zambelli, Managing Member
ZAP Development, LLC

"ASSOCIATION"

PROVENCE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit
corporation


Witness

Witness

By: 
Richard Zambelli, President

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority personally appeared Richard Zambelli as Managing Member of ZAP Development, LLC, who [] is personally known to me, or [✓] who produced current Florida drivers license as personal identification.

WITNESS my hand and seal in the County and State aforesaid, on this 11th day of October, 2010.

Carol L Tedder
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority personally appeared Richard Zambelli, President of PROVENCE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. who [] is personally known to me, or [✓] who produced current Florida drivers license as personal identification.

WITNESS my hand and seal in the County and State aforesaid, on this 11th day of October, 2010.

Carol L Tedder
Notary Public, State of Florida



RULES AND REGULATIONS
OF
THE PROVENCE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

The initial rules and regulations of the PROVENCE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. are as follows:

To be determined by a vote of the membership

PROVENCE SUBDIVISION
A PARCEL OF LAND LING IN SECTION 17, TOWNSHIP 9 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA

