

PLEASE RECORD AND RETURN TO:
Lucian Kragiel
1502 NW 6th St.
Gainesville, Fl. 32601



DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WHITE OAK

THIS DECLARATION is made by White Oak, LLC, a Florida Limited Liability Company (hereinafter referred to as the "Developer") on August 22, 2003.

RECITALS

Some or all of the Development Area (which is legally described in Exhibit "A" attached hereto) shall be the subject of a phased residential development within the Turkey Creek Planned Unit Development by Developer called "White Oak" (hereinafter referred to as the "Development"). The Development shall include residential units, roads, open space, and a recreational facility.

From time to time the Developer may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Eleven. Nothing in this Declaration shall be construed to require the Developer to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Portions of the Premises, including without limitation, private roads and open areas shall be designated on recorded plats as "Common Area". The Common Area shall be maintained by Turkey Creek Master Owners Association, Inc. for the common use and enjoyment of all residents of the Turkey Creek development. Each Owner of a Unit shall be assessed to pay his share of the cost of the maintenance of the Common Area as further provided in The Master Declaration for Turkey Creek.

A portion of the Development Area has been designated by the Developer to construct and maintain a swimming pool and related facilities (hereinafter referred to as the "Recreational Area") for the exclusive benefit of the Owners and lessees of Units in the Development and their guests. Each Owner of a Unit shall be assessed to pay his share of the maintenance and administration of the Recreational Area.]

A portion of the Premises has also been or will be designated by the Developer as Landscape Easements. The purpose of the Landscape Easements is to maintain the fence and entry wall of the Development.

In order to provide for the orderly and proper administration and maintenance of the Recreational Area and, prior to the Turnover Date, for the architectural control of the Units, the Developer has formed White Oak Homeowners Association, Inc. (hereinafter referred to as the "Association") under the Florida General Not-for-Profit Corporation Act. The Association shall have the responsibility for administering and maintaining the Recreational Area and the fences and entry wall in the Landscape Easements, and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. *

During the construction and marketing of Units in the Development, the Developer shall retain certain rights set forth in this Declaration, which rights shall include the right to appoint all members of the Association Board and the sole right to vote at any meeting of the members, as more fully described in Article Twelve.

NOW THEREFORE, the Developer hereby adopts this Declaration, Covenants, Conditions and Restrictions as follows:

ARTICLE ONE

Intent

Section 1.

GENERAL PURPOSE: The primary purposes of the White Oaks Homeowners Association, Inc. are:

- (a) to provide maintenance, repair and replacement of Recreational Area and of the fences located in the Landscape Easements;
- (b) prior to the Turnover Date as defined herein, and subject to the overall approval of the Master Association, to review and approve proposed construction or alterations on any part of the Premises;
- (c) to adopt and enforce restrictions, covenants, rules, regulations and conditions relating to the use of the Recreational Area; and
- (d) to levy and collect assessments from Owners to pay the cost of performing the foregoing.

ARTICLE TWO

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Section 1. Association. White Oak Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 2. Charges. Any assessment or other monies due from an Owner to the Association under this Declaration.

Section 3. Common Assessments. The amounts which the Association assesses and collects from the Unit Owners to pay Common Expenses.

Section 4. Common Expenses. The expenses of set up of the Association, administration, operation, repairs and maintenance of the Recreational Area and the fences in the Landscape Easements.

Section 5. Declaration. This instrument with all exhibits hereto, as amended or supplemented from time to time.

Section 6. Developer. White Oak, LLC, a Florida Limited Liability Company, its successors and assigns to its rights under this Declaration.

Section 7. Development Area. The real estate described in Exhibit "A" hereto with all improvements thereon and rights appurtenant thereto. Exhibit "A" is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or charges shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit "B" and expressly made subject to the provisions of this Declaration as part of the

Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law.

Section 8. Master Association. Turkey Creek Master Owners Association, Inc. a Florida not-for-profit corporation, its successors and assigns, whose powers and responsibilities are defined in The Master Declaration for Turkey Creek recorded at O.R. Book 1443, Page 712 in the Public Records of Alachua County, Florida.

Section 9. Mortgagee. The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit.

Section 10. Owner. The Record owner, whether one or more persons, of fee simple title to a Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Developer shall be deemed to be an Owner with respect to each Unit owned by the Developer.

Section 11. Premises. That portion of the Development Area which is described in Exhibit " B" hereto, as Exhibit "B" may be amended or supplemented from time to time. The Developer may make added Premises subject to this Declaration pursuant to Article Eleven.

Section 12. Recreational Area. Swimming pool and associated facilities constructed by the Developer and maintained by the Association.

Section 13. Turnover Date. The date on which the rights of the Developer to designate the members of the Association Board and exclusive right to vote are terminated under Article Twelve, Section 3.

Section 14. Unit. A subdivided lot as shown on a plat of subdivision recorded with respect to a portion of the Premises, except, that, if with Association approval a dwelling is constructed on a parcel consisting of more or less than one lot, then the parcel shall be deemed to be one hereunder.

ARTICLE THREE Scope of Declaration

Section 1. Property Subject to Declaration. Developer, expressly intends to and by recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Developer shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Eleven hereto. Nothing in this Declaration shall be construed to obligate the Developer to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit "B" hereto or which are added to Exhibit "B" by Supplemental Declarations recorded by the Developer pursuant to Article Eleven.

Section 2. Conveyances Subject to Declaration. All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant to and running with the land and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to

the provisions of the Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

Section 3. Duration. Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of twenty-five (25) years from the date of recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a recorded instrument executed by not less than three-fourths (3/4) of the then Owners.

ARTICLE FOUR Architectural Control

Section 1. Overall Control. It is intended that all buildings and structures in the Development, including their design, location, materials, colors, and other aesthetic factors, blend and be compatible with the other buildings and structures in the Development. Therefore, with respect to the Premises, subject to the overall control of the Master Association, no building or other improvements of any character shall be erected or placed thereon, nor the erection or placing thereof be commenced, nor changes be made in the design thereof, nor any addition be made thereto, nor exterior alteration be made thereon after original construction, nor any alteration whatsoever of the exterior building appearance be made (including walls, roof, walk driveway, door, window, glass, patio, patio fence or any other exterior surface or any surface visible to the exterior), unless and until the approval of the construction plans and specifications or other improvements or alterations has been obtained from the Association. Approval shall be granted or withheld based on matters of compliance with restrictions, by-laws, rules, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. Each property owner shall apply for approval and shall bear the Association's reasonable fees for reviews and revisions of the plans and specifications as specified in any applicable Association rules.

Section 2. Remedy. If anyone shall fail to maintain or repair any building exterior for which it is responsible or shall change (or permit a change to be made in) the color, material, finish or any other aspect of any such building, without complying with the provisions of this Declaration or the rules and regulations adopted thereunder then, in addition to any remedies which the Association may have hereunder or by law and without waiving any of such remedies, the Association shall have the right to enter upon such structure and to repair, maintain or restore the exterior and any improvements thereto or do whatever it deems necessary or appropriate to remedy any such failure or to correct and restore any improper condition. The cost (as determined by the Association) of any such corrective work shall be charged to the person or entity which is responsible for the maintenance of such structure.

Section 3. Termination on the Turnover Date. This Article shall terminate and be of no further force or effect on and after the Turnover Date as defined in Article Twelve, Section 3.

ARTICLE FIVE
Recreational Area

Section 1. Ownership. The Developer shall deed the following described property to the Association:

Tract "B" as shown on the Plat of White Oak Phase 1 as recorded in Plat Book _____, Page _____, in the Public Records of Alachua County, Florida.

Section 2. Construction. The Developer shall at its expense construct on said Tract a swimming pool and such related facilities as it deems appropriate in its discretion.

Section 3. Operation and Maintenance. The Association shall pay all expenses of operation and maintenance, repairs and replacement of the Recreational Area.

Section 4. Rules. The Association shall have the power to adopt and change rules and regulations regarding use of the Recreational Area by Owners and their guests and non-owners such as tenants and their guests.

Section 5. Waiver of Claims. Each member of the Association, and all members of each Owner's family or such Owner's guests or invitees using the Recreational Area do so at their own risk. The Association shall not have any responsibility for the safety or the security of persons using the Recreational Area. Each member of the Association waives all claims of liability against the Association and agrees to hold the Association harmless for all use of the Recreational Area by such member, such member's family, guests or invitees.

Section 6. Liability.

a) Access to the Recreational Area is limited to the Association, members of the Association, immediate members of their families, and their guests and invitees, and to those persons renting Units, their guests and invitees.

b) Members of the Association may bring guests into the Recreational Area provided such guests are accompanied by a member or an immediate member of the member's family. Members who bring non-members in the Recreational Area are required to assume full responsibility and liability for their acts, safety, and well being.

c) Members who bring non-members into the Recreational Area agree to hold the Association harmless for any injuries to such non-members.

d) Persons not permitted to access under b) above, are not allowed in the Recreational Area and are considered trespassers on the property.

e) The Board of Directors shall establish restrictions on hours of use of the Recreational Area for minor age children.

f) Members may reserve portions of the Recreational Area for various group meetings within guidelines provided by the Association.

g) No weapons may be brought on the Recreational Area by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bows and arrows, darts, or any device that is primarily a weapon or tool for hunting.

h) No unauthorized removal or cutting of any plants or trees in the Recreational Area is permitted.

ARTICLE SIX
Landscape Easements

Section 1. Designation. If the Developer finds them necessary or appropriate, it shall designate Landscape Easements when plats are recorded.

Section 2. Purpose. The sole purpose of the Landscape Easements is to allow the Association access to the Development fences for purposes of maintenance and repairs. The Association is under no duty to any Owner for any other purpose regarding the Landscape Easements.

Section 3. Alterations. Modifications or alterations of the development's fences and entry wall are strictly forbidden without written Association approval.

ARTICLES SEVEN
General Use Restrictions

Section 1. No Trade or Business. No trade, business, service, professional care, instruction or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the Units in this Development, nor shall any building erected thereon be used for such purposes, provided, however, that Declarant and/or its successors or assigns may construct, operate and maintain model home centers or temporary offices in the Development.

Section 2. Commercial Trucks, Trailers, Campers and Boats. All commercial trucks, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, or trailers of every other description must be stored in a fully enclosed garage, or within a structure which has been architecturally approved in accordance with these covenants, or an area completely screened from view from any other Unit or the Recreational Area. The only exception is during the periods of approved construction or repair on a lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

Section 3. Signs. No signs of any kind shall be displayed to the public view on the Unit except signs installed by the Developer or approved by the Architectural control Committee, except that one (1) real estate sign no larger than 18"x24" may be placed on a lot during the period in which said lot or house is for sale or rent.

Section 4. Nuisances. No noxious, offensive or hazardous activity shall be maintained upon any unit, nor shall anything be allowed thereupon, which may become an annoyance or nuisance to the neighborhood. This also includes loud music at any time.

Section 5. Antennas. Unless approved by the Association, no outside antennas of any type, including, but not limited to, satellite disks or dishes shall be maintained or constructed on any Unit.

Section 6. Fences. No fences shall be constructed unless first approved by the Association, nor shall any fence, structure, hedge, or improvement of any kind (excluding driveways and walkways) be constructed so as to interfere with the use of the public utilities easements reserved on the recorded plat along the property lines.

Section 7. Window Coverings. Each Owner shall install draperies, or other attractive window coverings deemed suitable by the Association with respect to type, color, etc., in each residential window facing the street. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

Section 8. Garbage Disposal. No garbage, refuse, trash, rubbish or other waste material shall be kept or permitted on any Unit or in any dwelling Unit except in approved sanitary containers with lids. Every such container shall be shielded from view by a wall or similar enclosure except when temporarily placed at curbside for pickup. No trash, grass, weeds, etc. shall be burned except in County approved receptacles.

Section 9. Garbage/Trash Containers. The Association may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection.

Section 10. Repair of Damaged Premises. Repair of any building damaged by fire or otherwise or the approved alteration of any building shall be completed as promptly as possible. Should the Owner leave such building in an incomplete condition for a period of more than six (6) months, the Association is authorized and empowered to either tear down and clear the Premises of the uncompleted portion of such structure or to complete the same at its sole discretion and in either event the expense incurred shall be charged against the Lot Owner and shall be a lien upon the land and premises involved as set forth hereinabove.

Section 11. Vehicle Maintenance. Mechanical work on any type of vehicle must be done in the garage only. No disabled vehicle may be kept on any lot or parked on any street for more than five (5) days.

Section 12. Vehicle Parking. Vehicles of permanent residents shall regularly be kept parked in the garage or on the driveway and not in the street. Commercial vehicles may not be routinely parked in the street. Law enforcement vehicles are not to be considered commercial vehicles.

Section 13. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind including pigs shall be raised, bred or kept on any Lot or in any dwelling unit, except that dogs, cats or other household pets, other than pigs, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not run loose without a leash outside the Owner's Lot or dwelling unit and provided that they do not become a nuisance or a disturbance to other Owners.

Section 14. No Temporary Living Quarters. No trailer, tent, shack, garage or other outbuildings erected on a lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of temporary character be used for human habitation.

Section 15. Temporary Rentals Prohibited. No home or Unit shall be rented for a term of less than sixty (60) days.

Section 16. No Subdivision. No Lot shall be divided or split and no lots or any portions thereof combined, without the express written consent of the Association.

Section 17. Maintenance. All Units and improvements in the Development shall be kept in a good state of repair and appearance. Each Unit and improvements thereon, shall be kept and maintained in accordance with the maintenance standards of surrounding Units. If Units and improvements are not maintained in accordance with such standards, the Association, after duly notifying the Owner, may perform such maintenance and collect the costs thereof from the Owner and treat such costs as a Charge to that Unit under Article Ten of this Declaration. No Unit or improvement waste or damage shall go unrepaired.

ARTICLE EIGHT
The Association

Section 1. In General. Developer has caused the Association to be incorporated as a not-for-profit corporation under Florida law. The Association shall be the governing body for all of the Owners for the administration and operation of the Recreational Area, and for such other duties as prescribed by the Declaration.

Section 2. Membership. Each Owner shall be a member of the Association. There shall be one membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership unless otherwise provided herein. In the event of a dispute between the Owners of any Unit as to which one holds what membership or voting rights, the Association shall make the final decision. The Association shall be given written notice of the change of ownership of a Unit within ten (10) days after such change, and the purchaser shall pay the Association's fee for changing its records.

Section 3. Voting Rights. Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Developer and the Owners shall have no voting rights. After the Turnover Date, the Members shall have one (1) vote per Unit.

Section 4. Director and Officer Liability. Neither the directors nor the officers of the Association whether elected or designated by the Developer shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual or other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to:

(i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or

(ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Association, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

Section 5. Insurance. The Association has the right to purchase insurance to cover any of its potential liabilities.

Section 6. Damage to Association Property. If any Owner or its guest, invitee, or tenant, damages or destroys property of the Association, the Owner shall owe the Association as a Charge all costs necessary to repair or replace such property.

ARTICLE NINE Association Assessments

Section 1. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purposes of operating, maintaining, repairing and replacing the Recreational Area and the fences in the Landscape Easements and to manage and administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such expenses.

Section 2. Amount of Assessments. The amount of assessments will be determined by the Association annually based on its estimate of the Common Expenses needed divided by the number of platted lots in the Development, provided, for the first two (2) years after the recordation of the Declaration, the assessment will not exceed seventy-five dollars (\$75.00) per quarter per platted lot. The Association may increase the amount of the assessments after said first two (2) year period.

Section 3. Method of Payment. The annual assessment shall be a personal obligation of each Unit Owner and a lien on each Unit as of January 1 of that assessment year until the assessments are paid in full, as more fully set out in Article Ten. Any other charges shall become a lien on the Unit as of their due date. Assessments shall commence upon the issuance of a Certificate of Occupancy. Annual assessments for Units other than vacant lots shall be paid in advance in four (4) equal installments, the first payable no later than January 15th of the current assessment year, the second April 15th, the third July 15th and the last October 15th of the current year. These payments shall constitute payments in advance for the current assessment year.

Section 4. Developer's Obligations. Prior to the Turnover Date, the Developer shall not be responsible to pay assessments on lots it owns. However, the Developer must fund, on a loan basis, all operating deficits of the Association including set up costs and operation of the Association through the Turnover Date.

Section 5. Repayment of the Developer's Loan. All of the monies advanced for or loaned to the Association by the Developer under the preceding section shall be repaid by the Association to the Developer with four percent (4%) per annum interest thereon. If such loan is not fully repaid to the Developer by the day before the Turnover Date, the Association shall give the Developer a note in the amount of the loan balance plus four percent (4%) per annum interest amortized over thirty-six (36) months with equal principal and interest payments beginning approximately thirty (30) days after the date of the note.

ARTICLE TEN
Collection of Charges

Section 1. Creation of Lien and Personal Obligation. The Owner of each Unit shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner's Unit. Each Charge, together with interest and late fees thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien on the Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

Section 2. Collection of Charges. Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for fifteen (15) days or more shall bear interest at the highest legal contract rate of interest then permitted in Florida but not to exceed eighteen percent (18%) per annum from the due date to the date when paid and the Association may:

(i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action);

(ii) enforce and foreclose any lien which it has or which may exist for its benefit; and

(iii) impose late fees of Ten Dollars (\$10.00).

No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Recreational Area, or by abandonment or transfer of his Unit.

Section 3. Lien for Charge Subordinated to Mortgages. The lien for Charges, provided for in Section 1. above, shall be subordinate to the Mortgagee's mortgage on the Unit which was recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 1. above, shall not be affected by any sale or transfer of a Unit. Where title to a Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid charges which became due prior to the date of transfer of title. However, the transferee of the Unit shall be personally liable for his share of the Charges as any other Owner with respect to which a lien against his Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised community assessment, or special assessment, and non-payment thereof shall result in a lien against the transferee's Unit, as provided in this Article; and any Units contained in the Added Premises shall be referred to as "Added Units".

ARTICLE ELEVEN
Annexing Additional Property

Section 1. In General. Developer reserves the right at any time and from time to time prior to the Turnover Date, to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (hereinafter referred to as

"Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; and any Units contained in the Added Premises shall be referred to as "Added Units".

Section 2. Power to Amend. Developer, within its sole discretion, hereby retains the right and power to record a Supplemental Declaration, at any time and from time to time as provided in Section 1. above, which Amends or supplements Exhibit "B" and Exhibit "D". Exhibit "B" may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit "B". Pursuant to Article Seven, Exhibit "D" may be amended only to specify Special Use Restrictions for Added Premises. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of Owners of any part or parts of the Added Premises as the Developer deems necessary or appropriate; provided, that, in the event of conflict between any such additional provision and the provisions of this Declaration as originally recorded then the provisions of this Declaration as originally recorded shall govern.

Section 3. Effect of Supplemental Declaration. Upon the recording of a Supplemental Declaration by Developer which annexes and subjects Added Premises and/or Added Units to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the recording of the Supplemental Declaration;

(b) Every Owner of an Added Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Units immediately prior to the recording of such Supplemental Declaration; and

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises made subject to this Declaration by any such Supplemental Declaration and the Owners mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the recording hereof.

ARTICLE TWELVE
Developer's Reserved Rights and Special
Provisions Covering Development Period

Section 1. In General. In addition to any rights or powers reserved to the Developer under the provisions of this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Developer is no longer vested with or controls title to any part of the Development Area.

Section 2. Promotion of Project. In connection with or incidental to the construction, promotion, sale or rental of any portion of the Development Area or any improvements thereon:

(i) the Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Recreational Area or portions of the Premises owned by Developer as the Developer may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model dwelling units, sales offices, business offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Developer may deem advisable and to store material and equipment used in connection with the foregoing on the Recreational Area, or portions of the Premises owned by Developer without the payment of any fee or charge whatsoever; and

(ii) Developer, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, the right to use and enjoy the Recreational Area, any and all reasonable times without fee or charge.

Section 3. Developer Control of Association. The first and all subsequent Association Boards shall consist solely of one (1) to three (3) persons from time to time designated by the Developer, which persons may, but need not, be members under Article Eight, Section 2. Developer's rights under this Section to designate the members of the Association Board shall terminate on the first to occur of:

i) The giving of written notice by Developer to the Association and all Owners of Developer's election to terminate such rights;

ii) Three (3) months after ninety percent (90%) of the parcels in all phases of the Development that will ultimately be operated by the Association have been conveyed to members other than the Developer. For purposes of this provision, the phrase "members other than the Developer" shall not include builders, contractors or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

The date on which the Developer's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Association Board shall consist of from three (3) to five (5) members and shall be constituted and elected as provided in the By-Laws consistent with Article Eight herein. Prior to the Turnover Date all of the voting rights at any meeting of the Owners shall be vested exclusively in the Developer and the members shall have no voting rights.

ARTICLE THIRTEEN
Amendment

Section 1. Developer Amendment. Prior to the Turnover Date, the provisions of this Declaration may be amended by the Developer in its discretion except that no reduction of property in the Premises shall be permitted.

Section 2. Post Turnover Amendments. After the Turnover Date, the provisions of this Declaration can only be amended by an instrument in writing signed by the Owners of seventy-five percent (75%) of the Units subject to this Declaration.

ARTICLE FOURTEEN
Miscellaneous

Section 1. Enforcement. Enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Association, any Owner, or any aggrieved person against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. In any litigation regarding enforcement of the provisions of the Declaration, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when:

- a) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing; or
- b) when delivered personally to his Unit.

Section 3. Captions. The Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals of this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

Section 4. Severability. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

Section 14.05. Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of the recording of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first above written.

WITNESSES:

WHITE OAK, LLC

SIGN: [Signature]

BY: [Signature]
Lucian Kragiel,
Managing Member

PRINT: GREGORY KRAGIEL

SIGN: [Signature]

PRINT: JON R. ESKEW

STATE OF FLORIDA: SS:
COUNTY OF ALACHUA:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by LUCIAN KRAGIEL, a managing member of White Oak, LLC, a Florida Limited Liability Company, and who is personally known to me or who has produced a Driver's License as identification on this 22nd day of August, 2003.

NOTARY PUBLIC

Sign: [Signature]

Print: Patricia Reifel
State of Florida At Large

My Commission Number: CC 886 739
My Commission Expires: 11-8-03



Patricia Reifel
MY COMMISSION # CC886739 EXPIRES
November 8, 2003
BONDED THRU TROY FAIR INSURANCE, INC

TC1\WHITEOAK.DEC

A parcel of land lying in the Fernandez Grant, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Begin at a concrete monument marked "LS 2742" as the Southwest corner of Lot 32, Block 1, Turkey Creek Unit No. 10, according to the plat thereof, as recorded in Plat Book "L", Page 26, of the Public Records of Alachua County, Florida, and run South 00 deg. 42 min. 41 sec. East along a Southerly extension of the West line of said Block 1, a distance of 117.68 feet to a concrete monument; thence North 67 deg. 40 min. 13 sec. West, 1592.95 feet to an iron axle; thence South 23 deg. 27 min. 51 sec. West, 345.69 feet to a concrete monument; thence South 62 deg. 34 min. 28 sec. East, a distance of 1612.18 feet; thence North 27 deg. 17 min. 16 sec. East, a distance of 132.24 feet; thence North 59 deg. 54 min. 20 sec. East, a distance of 23.34 feet; thence North 80 deg. 39 min. 30 sec. East, a distance of 43.44 feet; thence North 75 deg. 44 min. 37 sec. East, a distance of 136.60 feet; thence North 71 deg. 55 min. 17 sec. East, a distance of 184.33 feet; thence North 25 deg. 21 min. 01 sec. East a distance of 21.33 feet; thence South 75 deg. 38 min. 05 sec. East, a distance of 279.63 feet; thence North 89 deg. 12 min. 12 sec. East, a distance of 43.80 feet to a point on the West line of lands described in Official Records Book 1252, Page 560 of the Public Records of Alachua County, Florida; thence North 29 deg. 49 min. 57 sec. East along said West line, a distance of 328.66 feet to the Northwest corner of said lands; thence North 89 deg. 12 min. 04 sec. East along the North line of said lands, 183.97 feet to a concrete monument marked "LB 5075"; thence North 25 deg. 30 min. 30 sec. East along a line parallel with and 10 feet West as measured perpendicular to the West line of Lot 33 of Turkey Creek Unit No. 1 as per plat thereof recorded in Plat Book "J", Pages 2 and 3 of the Public Records of Alachua County, Florida, a distance of 303.78 feet to an iron rod marked "LS 4948" on the Southwesterly right of way line of Creek Drive (Cellon Circle South per Turkey Creek Unit No. 1, recorded in Plat Book "J", Pages 2 and 3 of said Public Records); said point lying on a curve concave Northeasterly, having a radius of 1905.00 feet, a central angle of 04 deg. 03 min. 44 sec. and a chord bearing and distance of North 62 deg. 09 min. 35 sec. West, 135.04 feet; thence Northwesterly along said curve and said Southwesterly right of way line, an arc distance of 135.07 feet to a concrete monument marked "LS 2742" at the end of said curve and the Southeast corner of said Plat of Turkey Creek Unit No. 10; thence North 60 deg. 07 min. 43 sec. West, along said Southwesterly right of way line, 59.10 feet to a concrete monument marked "LS 2742" at the beginning of a curve concave Northeasterly, having a radius of 525.00 feet and a central angle of 19 deg. 04 min. 44 sec.; thence Northwesterly along said curve and said Southwesterly right of way line, an arc distance of 174.82 feet to a concrete monument marked "LS 2742" at the end of said curve; thence North 41 deg. 03 min. 00 sec. West along said Southwesterly right of way line, 158.81 feet to a concrete monument marked "LS 2742" at the Easternmost corner of Lot 1, Block 10 of said Turkey Creek Unit No. 10; thence South 64 deg. 19 min. 00 sec. West, 165.85 feet to a concrete monument marked "LS 2742" at the Southwest corner of Lot 3, said Block 10; thence South 77 deg. 29 min. 42 sec. West, 96.69 feet to a concrete monument marked "LS 2742" at the Southwest corner of Lot 5, said Block 10; thence South 89 deg. 17 min. 19 sec. West, 156.34 feet to a concrete monument marked "LS 2742" at the Northeast corner of the common area, said Block 10, thence South 00 deg. 42 min. 41 sec. East, 410.00 feet to a concrete monument marked "LS 2742" at the Southeast corner of Lot 21, said Block 10; thence South 89 deg. 17 min. 19 sec. West along the South line of said Lot 21 and its Westerly extension, 150.00 feet to a concrete monument marked "LB 5075" on the Westerly right of way line of N. W. 74th Terrace (Pear Street per Turkey Creek Unit No. 10), thence North 00 deg. 42 min. 41 sec. West along said West right of way line, 17.75 feet to a concrete monument marked "LS 2742" at the Southeast corner of said Lot 32; thence South 89 deg. 17 min. 19 sec. West, 100.00 feet to the Point of Beginning.

EXHIBIT "A"
PAGE 1 OF 1

WHITE OAKS PHASE I
A PLANNED DEVELOPMENT

**LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, IN THE CITY OF
ALACHUA, ALACHUA COUNTY, FLORIDA**

LEGAL DESCRIPTION: (BY SURVEYOR)

**A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19
EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA; BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGIN AT A CONCRETE MONUMENT MARKED "LS 2742" AT THE SOUTHWEST CORNER OF
LOT 32, BLOCK 1, TURKEY CREEK UNIT NO. 10, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK "L", PAGE 26, OF THE PUBLIC RECORDS OF ALACHUA COUNTY,
FLORIDA, AND RUN SOUTH 00°42'37" EAST ALONG A SOUTHERLY EXTENSION OF THE WEST
LINE OF SAID BLOCK 1, A DISTANCE OF 117.58 FEET TO A CONCRETE MONUMENT (NO
IDENTIFICATION); THENCE NORTH 67°40'13" W, A DISTANCE OF 91.56 FEET; THENCE
SOUTH 01°16'54" W, A DISTANCE OF 108.03 FEET TO A POINT ON A NON-TANGENT CURVE
TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 725.00 FEET, AND
BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°48'12" WEST, 46.96
FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
03°42'44" AN ARC DISTANCE OF 46.97 FEET TO THE END OF SAID CURVE; THENCE SOUTH
07°20'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 15°33'52" EAST, A DISTANCE OF
139.02 FEET; THENCE SOUTH 76°56'58" WEST, A DISTANCE OF 29.72 FEET; THENCE NORTH
39°20'50" WEST, A DISTANCE OF 27.73 FEET; THENCE SOUTH 87°32'37" WEST, A DISTANCE
OF 405.55 FEET; THENCE SOUTH 62°34'30" EAST, A DISTANCE OF 407.23 FEET; THENCE
NORTH 27°17'16" EAST, A DISTANCE OF 132.24 FEET; THENCE NORTH 59°54'20" EAST, A
DISTANCE OF 23.34 FEET; THENCE NORTH 80°39'30" EAST, A DISTANCE OF 43.44 FEET;
THENCE NORTH 75°44'37" EAST, A DISTANCE OF 136.60 FEET; THENCE NORTH 71°55'17"
EAST, A DISTANCE OF 184.33 FEET; THENCE NORTH 25°21'01" EAST, A DISTANCE OF 21.33
FEET; THENCE SOUTH 75°38'05" EAST, A DISTANCE OF 279.63 FEET; THENCE NORTH
89°12'12" EAST, A DISTANCE OF 43.80 FEET TO THE WESTERLY BOUNDARY LINE OF LANDS
DESCRIBED IN OFFICIAL RECORDS BOOK 1252, PAGE 0560 OF THE PUBLIC RECORDS OF
SAID COUNTY; THENCE NORTH 29°49'57" EAST, ALONG THE WESTERLY BOUNDARY LINE
OF SAID LANDS, A DISTANCE OF 328.66 FEET; THENCE NORTH 89°11'56" EAST, ALONG THE
NORTHERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 184.01 FEET TO THE
SOUTHWEST CORNER OF LOT 33, TURKEY CREEK UNIT NO. 1, AS RECORDED IN PLAT BOOK
"J", PAGE 2 AND 3 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 25°25'37"
EAST, ALONG THE WEST LINE OF SAID LOT 33, A DISTANCE OF 303.62 FEET TO THE
INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF CREEK DRIVE (A 50 FOOT
RIGHT-OF-WAY), SAID INTERSECTION ALSO BEING ON A NON-TANGENT CURVE TO THE
RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1905.00 FEET, AND BEING
SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°10'12" WEST, 135.01 FEET;
THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°03'42", AN ARC DISTANCE OF
135.04 FEET TO THE END OF SAID CURVE; THENCE NORTH 60°13'36" WEST, CONTINUING
ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 59.12 FEET TO A POINT ON A
NON-TANGENT CURVE TO THE RIGHT CONCAVE NORTHEASTERLY, HAVING A RADIUS OF
525.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH
50°35'50" WEST, 173.99 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID**

SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°04'36". AN ARC DISTANCE OF 174.80 FEET TO THE END OF SAID CURVE; THENCE NORTH 41°02'11" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 158.75 FEET TO THE SOUTHEAST CORNER OF LOT 1 TURKEY CREEK UNIT NO. 10, AS RECORDED IN PLAT BOOK "L", PAGE 26 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID TURKEY CREEK UNIT NO. 10; SOUTH 64°18'29" WEST, A DISTANCE OF 165.67 FEET; THENCE SOUTH 77°30'33" WEST, A DISTANCE OF 96.66 FEET; THENCE SOUTH 89°17'00" WEST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 00°45'19" EAST, A DISTANCE OF 410.03 FEET; THENCE SOUTH 89°20'58" WEST, A DISTANCE OF 100.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF NW 74TH TERRACE (A 50 FOOT RIGHT-OF-WAY); THENCE CONTINUE SOUTH 89°20'58" WEST, A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID NW 74TH TERRACE; THENCE NORTH 00°31'48" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 17.59 FEET; THENCE SOUTH 89°15'34" WEST, A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 14.71 ACRES, MORE OR LESS.

EXHIBIT "B"
PAGE 2 OF 2

Page 2 of 2

PLEASE RECORD AND RETURN TO:
Lucian Kragiel
1502 NW 6th St.
Gainesville, Fl. 32601



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1966832 6 PGS

2003 AUG 25 11:03 AM BK 2750 PG 1254
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK2 Receipt#154672

SUPPLEMENTAL DECLARATION
RELATING TO WHITE OAK PHASE I

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of August, 2003, by White Oak, LLC, as Assignee under that certain Assignment of Developer's Rights Under Article Eleven of The Master Declaration for Turkey Creek ("White Oak" Parcel), ("Assignee Developer")

W I T N E S S E T H :

WHEREAS, Assignee Developer is the owner of certain property in the County of Alachua, State of Florida, known as White Oak Phase I which is more particularly described in the legal description marked Exhibit "A" attached hereto, and being within the perimeter of the Turkey Creek development, a planned unit development; and

WHEREAS, under Article Eleven of The Master Declaration for Turkey Creek as recorded in O.R. Book 1443, Page 712, of the Public Records of Alachua County, Florida, the Developer, as defined therein, has the authority to annex additional property and subject it to The Master Declaration; and

WHEREAS, under said Article Eleven, the Developer has assigned all of its rights under said Article to White Oak, LLC, with regards to, inter alia, White Oak Phase I, a copy of the Assignment of Developer's Rights Under Article Eleven of The Master Declaration ("White Oak" Parcel) being recorded at O.R. Book 2634, Page 683, in the Public Records of Alachua County, Florida; and

WHEREAS, the Assignee Developer is desirous of making White Oak Phase I subject to those restrictions as hereafter stated.

NOW THEREFORE, Assignee Developer hereby declares that White Oak Phase I shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, 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.

1. The Assignee Developer hereby declares that this instrument is intended to cover, and only covers White Oak Phase I as described in Exhibit "A" attached hereto and in no way refers to any other property, and is not intended to amend or change or supplement in any way whatsoever The Master Declaration for Turkey Creek as it relates to any other property.

SUPPLEMENTAL DECLARATION RELATING TO WHITE OAK PHASE I

2. Exhibit "B" to The Master Declaration for Turkey Creek is hereby supplemented as provided in Article Eleven of The Master Declaration by adding the following:

THE PREMISES

I. NEIGHBORHOODS

* * *

H. Neighborhood Number Eight

1. Units. The following units are a part of Neighborhood Number Eight:

* * *

- a. Lots 1 through 35 as shown on the Plat of White Oak Phase I as recorded at Plat Book 24, Page 58 in the Public Records of Alachua County, Florida.

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number Eight.

II. COMMUNITY AREAS

The following described real estate is part of the Community Area:

* * *

- T. All roadways and common areas as shown on the Plat of White Oak Phase I except Tract "A".

III. PREMISES

All of the properties described above as being part of a Neighborhood or part of Community Area shall be part of the Premises.

3. Exhibit "D" to The Master Declaration for Turkey Creek is hereby supplemented as provided for in Article Eleven of The Master Declaration by adding the following:

SUPPLEMENTAL DECLARATION RELATING TO WHITE OAK PHASE I

SPECIAL USE RESTRICTIONS

A. ESTATE LOTS

* * *

Section 36. White Oak Phase I

- a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 1 through 35

- b. No building shall be constructed on these lots which shall contain less than 1,300 square feet of floor area, excluding unenclosed porches, garages and carports.

- c. The following minimum building setback requirements shall apply to these lots:

Side Yard Setback	-	3 feet
Rear Yard Setback	-	15 feet
Front Yard Setback	-	15 feet
Side Street Setback	-	10 feet

- d. More stringent setbacks may be specified on the plat.

- e. In addition to the above, unless specifically waived by the Master Association in writing on a case by case basis, the minimum distance from the side of one home to another shall be ten (10) feet.

4. The property being added to the Premises by virtue of this Supplemental Declaration shall have the rights, and be subject to the obligations, as provided for in Article Eleven of The Master Declaration.

INSTRUMENT # 1966832

6 PGS

SUPPLEMENTAL DECLARATION RELATING TO WHITE OAK PHASE I

Signed and sealed as of the date and year first above written.

WITNESSES:

WHITE OAK, LLC

SIGN: *Gregory Kragiel*

BY: *Lucian Kragiel*
Lucian Kragiel
managing member

PRINT: GREGORY KRAGIEL

SIGN: *Jon Reskew*

PRINT: JON RESKEW

STATE OF FLORIDA:

SS:

COUNTY OF ALACHUA:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by Lucian Kragiel a managing member of White Oak, LLC, a Florida limited liability company, and who is personally known to me on this 22nd day of August, 2003.

NOTARY PUBLIC

SIGN: *Patricia Reifel*



Patricia Reifel
MY COMMISSION # CC886739 EXPIRES
November 8, 2003
BONDED THRU GROY FAIN INSURANCE, INC.

PRINT: Patricia Reifel

State of Florida At Large
My Commission Number: CC 886739
My Commission Expires: 11-8-03

EXHIBIT "A"

**WHITE OAKS PHASE 1
A PLANNED DEVELOPMENT**

**LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, IN THE CITY OF
ALACHUA, ALACHUA COUNTY, FLORIDA**

LEGAL DESCRIPTION: (BY SURVEYOR)

A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT MARKED "LS 2742" AT THE SOUTHWEST CORNER OF LOT 32, BLOCK 1, TURKEY CREEK UNIT NO. 10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "L", PAGE 26, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND RUN SOUTH 00°42'37" EAST ALONG A SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 1, A DISTANCE OF 117.58 FEET TO A CONCRETE MONUMENT (NO IDENTIFICATION); THENCE NORTH 67°40'13" W, A DISTANCE OF 91.56 FEET; THENCE SOUTH 01°16'54" W, A DISTANCE OF 108.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 725.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°48'12" WEST, 46.96 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°42'44" AN ARC DISTANCE OF 46.97 FEET TO THE END OF SAID CURVE; THENCE SOUTH 07°20'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 15°33'52" EAST, A DISTANCE OF 139.02 FEET; THENCE SOUTH 76°56'58" WEST, A DISTANCE OF 29.72 FEET; THENCE NORTH 39°20'50" WEST, A DISTANCE OF 27.73 FEET; THENCE SOUTH 87°32'37" WEST, A DISTANCE OF 405.55 FEET; THENCE SOUTH 62°34'30" EAST, A DISTANCE OF 407.23 FEET; THENCE NORTH 27°17'16" EAST, A DISTANCE OF 132.24 FEET; THENCE NORTH 59°54'20" EAST, A DISTANCE OF 23.34 FEET; THENCE NORTH 80°39'30" EAST, A DISTANCE OF 43.44 FEET; THENCE NORTH 75°44'37" EAST, A DISTANCE OF 136.60 FEET; THENCE NORTH 71°55'17" EAST, A DISTANCE OF 184.33 FEET; THENCE NORTH 25°21'01" EAST, A DISTANCE OF 21.33 FEET; THENCE SOUTH 75°38'05" EAST, A DISTANCE OF 279.63 FEET; THENCE NORTH 89°12'12" EAST, A DISTANCE OF 43.80 FEET TO THE WESTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1252, PAGE 0560 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 29°49'57" EAST, ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 328.66 FEET; THENCE NORTH 89°11'56" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 184.01 FEET TO THE SOUTHWEST CORNER OF LOT 33, TURKEY CREEK UNIT NO. 1, AS RECORDED IN PLAT BOOK "J", PAGE 2 AND 3 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 25°25'37" EAST, ALONG THE WEST LINE OF SAID LOT 33, A DISTANCE OF 303.62 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF CREEK DRIVE (A 50 FOOT RIGHT-OF-WAY), SAID INTERSECTION ALSO BEING ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1905.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°10'12" WEST, 135.01 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°03'42", AN ARC DISTANCE OF 135.04 FEET TO THE END OF SAID CURVE; THENCE NORTH 60°13'36" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 59.12 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 525.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 50°35'50" WEST, 173.99 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG SAID

SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°04'36". AN ARC DISTANCE OF 174.80 FEET TO THE END OF SAID CURVE. THENCE NORTH 41°02'11" WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 158.75 FEET TO THE SOUTHEAST CORNER OF LOT 1 TURKEY CREEK UNIT NO. 10, AS RECORDED IN PLAT BOOK "L", PAGE 26 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID TURKEY CREEK UNIT NO. 10; SOUTH 64°18'29" WEST, A DISTANCE OF 165.67 FEET; THENCE SOUTH 77°30'33" WEST, A DISTANCE OF 96.66 FEET; THENCE SOUTH 89°17'00" WEST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 00°45'19" EAST, A DISTANCE OF 410.03 FEET; THENCE SOUTH 89°20'58" WEST, A DISTANCE OF 100.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF NW 74TH TERRACE (A 50 FOOT RIGHT-OF-WAY); THENCE CONTINUE SOUTH 89°20'58" WEST, A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID NW 74TH TERRACE; THENCE NORTH 00°31'48" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 17.59 FEET; THENCE SOUTH 89°15'34" WEST, A DISTANCE OF 100.06 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 14.71 ACRES, MORE OR LESS.

PLEASE RECORD AND RETURN TO:
A. Bice Hope, Esquire
P.O. Box 5217
Gainesville, FL 32627-5217

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2078986 6 PGS
2004 OCT 13 10:33 AM BK 3008 PG 61
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK18 Receipt#209550



**SUPPLEMENTAL DECLARATION
RELATING TO WHITE OAK PHASE II**

THIS SUPPLEMENTAL DECLARATION is made this 12TH day of October, 2004, by White Oak, LLC, as Assignee under that certain Assignment of Developer's Rights Under Article Eleven of The Master Declaration for Turkey Creek ("White Oak" Parcel), ("Assignee Developer")

W I T N E S S E T H :

WHEREAS, Assignee Developer is the owner of certain property in the County of Alachua, State of Florida, known as White Oak Phase II which is more particularly described in the legal description marked Exhibit "A" attached hereto, and being within the perimeter of the Turkey Creek development, a planned unit development; and

WHEREAS, under Article Eleven of The Master Declaration for Turkey Creek as recorded in O.R. Book 1443, Page 712, of the Public Records of Alachua County, Florida, the Developer, as defined therein, has the authority to annex additional property and subject it to The Master Declaration; and

WHEREAS, under said Article Eleven, the Developer has assigned all of its rights under said Article to White Oak, LLC, with regards to, inter alia, White Oak Phase II, a copy of the Assignment of Developer's Rights Under Article Eleven of The Master Declaration ("White Oak" Parcel) being recorded at O.R. Book 2634, Page 683, in the Public Records of Alachua County, Florida; and

WHEREAS, White Oak, LLC, has previously adopted that certain Declaration of Covenants, Conditions and Restrictions for White Oak (hereinafter referred to as "The White Oak Declaration"), said White Oak Declaration being recorded at O.R. Book 2750, Page 1260 in the Public Records of Alachua County, Florida; and

WHEREAS, White Oak, LLC reserved the right to annex additional property under Article Eleven of The White Oak Declaration; and

WHEREAS, the Assignee Developer is desirous of making White Oak Phase II subject to those restrictions as hereafter stated.

SUPPLEMENTAL DECLARATION RELATING TO WHITE OAK PHASE II

NOW THEREFORE, Assignee Developer hereby declares that White Oak Phase II shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, 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.

1. The Assignee Developer hereby declares that this instrument is intended to cover, and only covers White Oak Phase II as described in Exhibit "A" attached hereto and in no way refers to any other property, and is not intended to amend or change or supplement in any way whatsoever The Master Declaration for Turkey Creek as it relates to any other property.
2. Exhibit "B" to The Master Declaration for Turkey Creek is hereby supplemented as provided in Article Eleven of The Master Declaration by adding the following:

THE PREMISES

I. NEIGHBORHOODS

* * *

H. Neighborhood Number Eight

1. Units. The following units are a part of Neighborhood Number Eight:

* * *

- b. Lots 36 through 67 as shown on the Plat of White Oak Phase II as recorded at Plat Book 25, Page 63 in the Public Records of Alachua County, Florida.

2. Neighborhood Areas. There are no Neighborhood Areas in Neighborhood Number Eight.

SUPPLEMENTAL DECLARATION RELATING TO WHITE OAK PHASE II

II. COMMUNITY AREAS

The following described real estate is part of the Community Area:

* * *

U. All roadways and common areas as shown on the Plat of White Oak Phase II.

III. PREMISES

All of the properties described above as being part of a Neighborhood or part of Community Area shall be part of the Premises.

3. Exhibit "D" to The Master Declaration for Turkey Creek is hereby supplemented as provided for in Article Eleven of The Master Declaration by adding the following:

SPECIAL USE RESTRICTIONS

A. ESTATE LOTS

* * *

Section 37. White Oak Phase II

a. The following lots or Association permitted and approved portions thereof shall be known as "Estate Lots":

Lots 36 through 67

b. No building shall be constructed on these lots which shall contain less than 1,300 square feet of floor area, excluding unenclosed porches, garages and carports.

c. The following minimum building setback requirements shall apply to these lots:

Side Yard Setback	-	3 feet
Rear Yard Setback	-	15 feet
Front Yard Setback	-	15 feet
Side Street Setback	-	10 feet

SUPPLEMENTAL DECLARATION RELATING TO WHITE OAK PHASE II

- d. More stringent setbacks may be specified on the plat.
 - e. In addition to the above, unless specifically waived by the Master Association in writing on a case by case basis, the minimum distance from the side of one home to another shall be ten (10) feet.
4. The property being added to the Premises by virtue of this Supplemental Declaration shall have the rights, and be subject to the obligations, as provided for in Article Eleven of The Master Declaration.
5. Lots 36 through 67 of White Oak Phase II are hereby added to the Premises as defined in The White Oak Declaration.

Signed and sealed as of the date and year first above written.

WITNESSES:

WHITE OAK, LLC

SIGN: _____

PRINT: _____



GREGORY P. KRAGIEL

BY: _____

Lucian Kragiel
managing member



SIGN: _____

PRINT: _____



KURT HOBSON

STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by Lucian Kragiel a managing member of White Oak, LLC, a Florida limited liability company, and who is personally known to me on this 12 day of October, 2004.

NOTARY PUBLIC

SIGN: Moriah Henderson

PRINT: Moriah Henderson
State of Florida At Large
My Commission Number:
My Commission Expires:



WHITE OAKS PHASE II

EXHIBIT A

LEGAL DESCRIPTION: (BY SURVEYOR)

A PARCEL OF LAND LYING IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2634, PAGE 688 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKED "LS 2742" AT THE SOUTHWEST CORNER OF LOT 32, BLOCK 1, TURKEY CREEK UNIT NO. 10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "L", PAGE 26, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF "WHITE OAKS PHASE I", AS RECORDED IN PLAT BOOK 24, PAGES 58 THROUGH 60 OF SAID PUBLIC RECORDS; SOUTH 00°42'37" EAST, A DISTANCE OF 117.58 FEET; THENCE NORTH 67°40'13" W, A DISTANCE OF 91.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°16'54" W, A DISTANCE OF 108.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 725.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°48'12" WEST, 46.96 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°42'44", AN ARC DISTANCE OF 46.97 FEET; THENCE SOUTH 07°20'26" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 15°33'52" EAST, A DISTANCE OF 116.19 FEET; THENCE SOUTH 79°49'18" WEST, A DISTANCE OF 41.05 FEET; THENCE SOUTH 87°32'37" WEST, A DISTANCE OF 405.55 FEET TO THE SOUTHERLY BOUNDARY LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2634, PAGE 688; THENCE NORTH 62°34'30" WEST, ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 1205.35 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS; THENCE NORTH 23°28'26" EAST, ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 345.62 FEET TO THE NORTHWESTERLY CORNER OF SAID LANDS; THENCE SOUTH 67°40'13" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 1501.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 13.919 ACRES, MORE OR LESS.