

EXHIBIT "C"

BYLAWS

**BYLAWS OF
ASHTON POINTE HOMEOWNERS' ASSOCIATION, INC.**

A corporation not-for-profit organized
under the laws of the State of Florida

1. Identity. These are the Bylaws of ASHTON POINTE HOMEOWNERS' ASSOCIATION, INC., (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that residential town home Community known as Ashton Pointe located in Sarasota County, Florida (the "Property").
 - 1.1 Principal Office. The principal office of the Association shall be at 14055 Riveredge Drive, Suite 150, Tampa, FL 33637, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Ashton Pointe (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.
3. Members. The members of the Association ("Members") shall be as specified in the Articles and Declaration.
 - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.
 - 3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the

purposes stated in the notice of the meeting.

- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

- (a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners, including Declarant. Class A Members shall be entitled to one (1) vote for each Lot they own. Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time, thus giving the Class B Member a three-fourths (3/4ths) majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

(i) the date which is ten (10) years from the date upon which the Declaration is recorded in the Public Records of the County; or

(ii) three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Members; or

(iii) termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- (c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote

for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
 - (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.
 - (iii) If both are present at a meeting and concur, either one may cast the vote.
- (d) Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, President, Vice President, Secretary, or Treasurer of the Corporation holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its Senior Officer, in the order first stated in this subsection.

- 3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.
- 3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of inspectors of election;
 - (h) Determination of number of Directors;
 - (i) Election of Directors;

- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the

written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

- 3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

4. Directors

- 4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) prior to the Declarant's turnover of control of the Association to Members other than Declarant; of not less than three (3) after the Declarant's turnover of such control; and in no event more than five (5) "Directors", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership.

- 4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor or in advance if absentee ballots are accepted.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Owners represented at the meeting) and decided by a plurality of the votes cast for each candidate.
- (d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, and a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

- (a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice

is not posted in a conspicuous place in the Property , notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

- 4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized at any such meeting.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized, at any such meeting.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.
- 4.15 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that

no such committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by this act to be approved by members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their members as well.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

- 4.16 Architectural Control Committee. As provided in the Declaration, the Board of Directors shall create an Architectural Control Committee ("ACC"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ACC. To the extent not inconsistent with the Declaration, the provisions of Section 4.15 shall apply to the ACC.
- 4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than

the Declarant upon termination of the Class B Membership by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The Minute Books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Declarant;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property;
- (j) Insurance policies;
- (k) Copies of any Certificates of Completion which may have been issued for

the Common Areas;

- (l) Any other permits issued by governmental bodies applicable to the Common Areas in force or issued within one (1) year prior to the date the Members take control of the Association;
- (m) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Areas;
- (n) A roster of Members and their addresses and telephone numbers, if known, as shown on the Association's records;
- (o) Leases to which the Association is a party, if applicable;
- (p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,
- (q) All other contracts to which the Association is a party.
- (r) All deeds to the Common Areas owned by the Association.
- (s) A list of the names, addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.18 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace, if any;
- (b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each Amendment thereto;
- (e) A copy of the current Rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members,

which minutes must be retained for at least seven (7) years;

- (g) A current roster of all Members and their mailing addresses and parcel identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year;
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
 - (i) Accurate, itemized, and detailed records of all records and expenditures.
 - (ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - (iii) All tax returns, financial statements, and financial reports of the Association.
 - (iv) Any other records that identify, measure, record, or communicate financial information.

4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

- (a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.
- (b) A Member who is denied access to the Official Records is entitled to the

actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

- (c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Areas and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments for Common Expenses of the Association from all Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to a right of the Members to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.
- (j) Settling or compromising claims of or against the Association in which all Members have a common interest.
- (k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.
- (l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.
- (n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.
- (p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of

the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with and creating special taxing districts.
- (u) Adopt and appoint executive committees.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of assessments, including lien rights, (ii) collecting of debts owned to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice-President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or

appropriate to manage the affairs of the Association. Officers need not be Members.

- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in **Section 4.17** hereof and by law.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in

the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Common Expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified sub-group of Members, where applicable. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

- 9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.
- 9.4 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes, and may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for Common Areas;

- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses;
- (j) General reserves, maintenance reserves and depreciation reserves; and
- (k) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.8 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

12. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

12.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting

forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

- 12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- 12.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).
- 12.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
- 12.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
- 12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.
- 12.7 No amendment to these Bylaws shall be made which discriminates against any Member(s), or affects less than all of the Members within the Community, without the written approval of all of the Members so discriminated against or affected.
- 12.8 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
- 12.9 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership.

13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Community, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Members of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.
14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
17. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Committee or Tribunal, as provided in Section 18.3 hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.
18. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration,

the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$100.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

18.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

18.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is

privileged from disclosure by law or otherwise made confidential or protected as work product.

- 18.3 Tribunal. The Board shall appoint a Tribunal of at least three Members where applicable upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officers or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.
- 18.4 Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.
- 18.5 Hearing.
- (a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.
 - (b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.
 - (c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any

common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

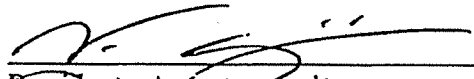
- (d) Neither the accusing Member nor the allegedly defaulting Member must be in attendance at the hearing. The hearing shall be open to attendance by all Members where applicable. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

18.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Areas, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

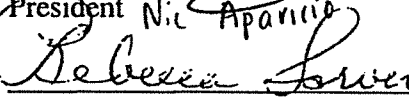
18.7 Suspension of Privileges for Failure to Pay Assessments. The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension upon any Member because of the failure of the Member to pay assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

The foregoing was adopted as the Bylaws of ASHTON POINTE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 21st day of FEBRUARY, 2013.

Approved:



President Nil Aparicio



Attest: Secretary Rebecca Sawyer

EXHIBIT "D"

Environmental Resource or Surface Water Management Permit



CONTRACT NO. 2007-034
BCC APPROVED 10/25/06

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Sarasota County, a political subdivision of the State of Florida ("the County") and Heritage Development of Central Florida, LLC, a Minnesota limited liability company ("Heritage") (the County and Heritage are collectively referred to as "the Parties").

RECITALS:

A. Heritage owns and intends to develop an RSF-4 zoned parcel of land located north of Clark Road and east of Honore Avenue, more particularly described in Exhibit "A," attached hereto and made a part hereof by reference, as a subdivision to contain lots for 49 single-family detached homes ("Ashton Pointe"). Such homes shall have a maximum permitted height of 35 feet. Heritage will be filing a concurrent application for Preliminary Subdivision Plan and Construction Engineering Plan approval for Ashton Pointe, following which it will be filing an application for Final Subdivision Plat approval. A master conceptual development plan depicting Ashton Pointe, is attached hereto as Exhibit "B" and made a part hereof by reference.

B. The County has determined that Ashton Pointe will be served by and have an impact on the intersection of Clark Road and Honore Avenue ("the Intersection").

C. Consistent with the County's Comprehensive Plan ("Apoxsee"), the County has adopted Concurrency Management Regulations, codified as Chapter 94, Article VIII, Sarasota County Code, ("the Concurrency Management Regulations") to ensure that public facilities needed to support development shall be available concurrent with the impacts of such development.

D. The Concurrency Management Regulations require public facilities, including the Intersection to meet or exceed the level of service standards established by Apoxsee and prohibit the County from issuing development orders which result in a reduction in the levels of service for the affected public facilities below the adopted levels of service established by Apoxsee.

E. The County has determined that in order for the Intersection to support the development proposed for Ashton Pointe and meet the level of service standards adopted by Apoxsee, certain improvements must be made to the Intersection, which are more particularly described in Paragraph 3.A, below ("the Intersection Improvements").

F. Pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the County has adopted Development Agreement Regulations, codified as Chapter 94, Article VIII, Sarasota County Code ("the Development Agreement Regulations"), which authorize the County to enter into Development Agreements in order to ensure that adequate public facilities are provided to serve development.

G. On January 25, 2006, the County approved a Development Agreement with the Sarasota County Public Hospital Board ("SMH") and six developers (collectively "SMH Group"), recorded in Official Record Instrument # 2006019158, Public Records of Sarasota County, Florida ("SMH Development Agreement"). Each member of the SMH Group is, like Heritage, developing a project along Clark Road which has an impact on the Intersection.

H. Under the SMH Development Agreement, SMH will be constructing the Intersection Improvements and the SMH Group will collectively be paying for the cost of constructing and

Board Records

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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006197226 11 PGS
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#849211

acquiring right-of-way for the Intersection Improvements. In exchange, under the SMH Development Agreement the County has deemed the SMH Group's respective projects concurrent under the Concurrency Management Regulations with regard to traffic.

I. Pursuant to Paragraph 8 of the SMH Development Agreement, the County may enter separate development agreements with other developers of projects having an impact on the Intersection providing for additional contributions toward the cost of construction and right-of-way acquisition relating to the Intersection Improvements. Entering into such a development agreement with the County will allow a developer's project to also be deemed concurrent with regard to traffic.

J. Pursuant to the Development Agreement Regulations and Paragraph 8 of the SMH Development Agreement, Heritage has submitted an Application for Development Agreement in which it has requested the County to review, consider, approve and enter this Development Agreement relating to the Intersection Improvements.

K. The County has reviewed and considered the Application for Development Agreement submitted by Heritage, this Development Agreement, the recommendations of the County's Planning and Development Services Business Center and public testimony received at duly noticed public hearings.

L. Having taken the actions set forth in Recital K, the County has agreed to approve this Development Agreement.

M. Accordingly, pursuant to the requirements of the Development Agreement Regulations and the terms of the SMH Development Agreement, the County and Heritage are entering this Development Agreement for the purpose of memorializing Heritage's commitment to contribute its pro rata share of the cost of constructing and acquiring right-of-way for the Intersection Improvements in order to serve Ashton Pointe and maintain the adopted level of service for the Intersection so that Ashton Pointe may be deemed concurrent under the County's traffic concurrency requirements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is not contested or disputed, the Parties hereby agree as follows:

1. **Recitals True and Correct.** The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Description of Development Uses.** The scope of Ashton Pointe is as described herein. The development proposed for Ashton Pointe, will include 49 single-family detached homes each of which shall have a maximum permitted height of 35 feet. The development of Ashton Pointe, is more particularly shown and described in the master conceptual development plan attached as Exhibit "B."

3. **Description of Required Intersection Improvements.**

A. The Intersection Improvements listed below are required in order to support Ashton Pointe and meet the level of service requirements adopted by Apoxsee:

Improvements to the intersection of Clark Road and Honore Avenue:

- (1) an additional northbound right turn lane (for a total of two) achieved via reconfiguration/re-striping;
- (2) an additional westbound left turn lane (for a total of two);
- (3) an additional eastbound right turn lane (for a total of one);
- (4) an additional southbound left turn lane (for a total of two);
- (5) an additional southbound right turn lane (for a total of one);
and
- (6) an additional southbound through lane (for a total of two).

B. Consistent with Paragraph 7.A, below, Ashton Pointe shall be deemed concurrent with the County's transportation concurrency requirements upon this Development Agreement being executed by the Parties.

C. Ashton Pointe will be served by other public facilities, as well. A determination of whether Ashton Pointe is concurrent with such other public facilities will be made by the County as part of its review of the Final Subdivision Plat or Plats for Ashton Pointe.

4. Heritage's Obligations.

A. **Cost of Intersection Improvements.** Heritage shall pay its pro rata share of the \$2,600,000.00 cost of constructing the Intersection Improvements as contained in the SMH Development Agreement, which amount includes costs associated with designing, permitting and constructing the Intersection Improvements. The design, permitting and construction of the Intersection Improvements are to be performed by SMH pursuant to Paragraph 4.D of the SMH Development Agreement. Heritage's pro rata share of this cost is \$70,200.00 (2.7%).

B. **Cost of Acquiring Real Property for Intersection Improvements.** Heritage shall also pay its pro rata share of the \$900,000.00 cost of acquiring real property necessary to construct and serve the Intersection Improvements as contained within the SMH Development Agreement. Such right-of-way is to be acquired by the County pursuant to Paragraph 7.C of the SMH Development Agreement. Heritage's pro rata share of this cost is \$24,300.00 (2.7%).

5. Deposit into Construction Account.

A. **Deposit of Fair Share.** Pursuant to Paragraph 5 of the SMH Development Agreement, SMH has created a Construction Account to hold the funds to pay the cost of constructing the Intersection Improvements. Within 60 days of the Effective Date of this Development Agreement, Heritage shall deposit \$70,200.00 into the Construction Account as required by Paragraph 4.A, above.

B. Lien Rights. If Heritage should fail to timely deposit its pro rata share into the Construction Account, including the initial amounts due under Paragraph 4.A, above, and any excess costs, SMH shall have the right to impose a lien on Ashton Pointe in the amount due. Such lien shall be in favor of SMH, recorded in the public records of Sarasota County, Florida, and accrue interest at the maximum rate allowed by law. SMH shall have the right to foreclose such lien.

C. Disposition of Balances in Construction Account. If the Intersection Improvements are completed at a cost of less than \$2,600,000.00, then on the date the Intersection Improvements are accepted for maintenance, the balance of such amount not reserved for the payment of any remaining part of the cost of the Intersection Improvements shall be returned to Heritage on a pro rata basis.

D. Excess Costs. If the cost of the Intersection Improvements exceeds \$2,600,000.00, Heritage shall be responsible for paying its 2.7% pro rata share toward any such excess costs consistent with Paragraph 5.D of the SMH Development Agreement.

6. Right-of-Way Acquisition Fund.

A. Deposit of Fair Share. Pursuant to Paragraph 6 of the SMH Development Agreement, the County has established a ROW Account to hold the funds to pay the costs of acquiring the real property necessary to construct and serve the Intersection Improvements, including the cost of purchasing the real property and costs associated with surveying, appraisal fees and title work. Within 60 days of the Effective Date of this Development Agreement, Heritage shall deposit \$24,300.00 into the ROW Account, as required by Paragraph 4.B, above.

B. Lien Rights. If Heritage should fail to timely deposit its pro rata share into the ROW Account, including the initial amounts due under Paragraph 4.B, above, and any excess costs, the County shall have the right to impose a lien on Ashton Pointe in the amount due. Such lien shall be in favor of the County, recorded in the public records of Sarasota County, Florida, and accrue interest at the maximum rate allowed by law. The County shall have the right to foreclose such lien.

C. Disposition of Balances in ROW Account. If the real property necessary to construct and serve the Intersection Improvements is acquired at a cost of less than \$900,000.00, then upon the County acquiring the last of the needed parcels and having the purchase price determined either through voluntary negotiation or judicially, the balance of such amount not reserved for the payment of real property acquisition costs shall be returned to Heritage on a pro rata basis.

D. Excess Costs. If the cost of real property acquisition exceeds \$900,000.00, Heritage shall be responsible for paying its 2.7% pro rata share toward any such excess costs consistent with Paragraph 6.D of the SMH Development Agreement.

7. The County's Obligations to Heritage.

A. Upon this Development Agreement being executed by the Parties, the County shall deem Ashton Pointe to meet the County's transportation concurrency requirements as contained within the Concurrency Management Regulations allowing approval of Construction Engineering Plans, Preliminary Subdivision Plans, Final Subdivision Plats, and

building permits. Ashton Pointe shall be vested and concurrent under the County's transportation concurrency requirements for a period of 10 years from the Parties' execution of this Development Agreement. The Parties acknowledge that this provision shall not relieve Heritage from demonstrating that Ashton Pointe meets all other applicable standards contained within the regulations of the County and the State of Florida, which are also necessary to obtain approval of Construction Engineering Plans, Preliminary Subdivision Plans, Final Subdivision Plats, and building permits.

B. Heritage's reservation of capacity for Ashton Pointe is contingent upon SMH performing its obligations with respect to the construction of the Intersection Improvements under the SMH Agreement.

C. The County's obligations with regard to acquiring real property to serve the Intersection Improvements and making payment of excess costs as contained within the SMH Development Agreement are acknowledged and affirmed.

8. **Consistency with County Regulations.** This Development Agreement and Ashton Pointe are consistent with Apoxsee and all applicable County land development regulations.

9. **Term.** The term of this Development Agreement shall be 10 years from the date it is executed by the Parties. This term may be extended or modified as provided for under the Development Agreement Regulations.

10. **Annual Monitoring Report.** During the term of this Development Agreement, Heritage shall file an Annual Monitoring Report relating to Ashton Pointe with the County's Planning and Development Services Business Center consistent with the requirements of the Development Agreement Regulations. The first such report shall be filed with the County March 3, 2007 (the date the first Annual Monitoring Reports are due to be filed under the SMH Development Agreement). All subsequent Annual Monitoring Reports shall be filed each year on March 3 for the duration of the term of this Development Agreement. The Annual Monitoring Reports filed under this Development Agreement shall include the following reference to assist the County's Planning and Development Services Business Center in performing its review: "Annual Monitoring Report; Development Agreement relating to Clark/Honore Intersection Improvements." If Heritage should fail to submit an Annual Monitoring Report as required by this paragraph, the County shall have the right to utilize the enforcement provisions contained in Paragraph 17 or initiate proceedings to amend or cancel this Development Agreement.

11. **Amendment or Cancellation.** This Development Agreement may be amended or cancelled according to the procedures contained within the Development Agreement Regulations. If the SMH Development Agreement is cancelled pursuant to the Development Agreement Regulations, the County shall also have the right to cancel this Development Agreement.

12. **Notices.** Any notice provided by the Parties under the terms of this Development Agreement shall be deemed given or served pursuant to this paragraph. Notices shall be personally delivered or mailed United States registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

To the County:
County Administrator
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

To Heritage:
Gary Turner
Heritage Development of Central Florida, LLC
9040 Town Center Parkway
Bradenton, Florida 34202

Copy to:
County Attorney
1660 Ringling Boulevard
Second Floor
Sarasota, Florida 34236

Copy to:
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

13. **Legal Fees and Costs.** The Parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Development Agreement.

14. **Partial Invalidity.** If any part of this Development Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Development Agreement shall remain in full force and effect, provided that the part of this Development Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Development Agreement.

15. **Approvals Not Referenced in Development Agreement.** The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Parties or any of their affiliates, successors or assigns of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

16. **Successors and Assigns.** This Development Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

17. **Enforcement.** The Parties, any "aggrieved or adversely affected person," as defined in Section 163.3215(2), Florida Statutes, or the Department of Community Affairs may file an action for injunctive relief in the circuit court to enforce the terms of this Development Agreement or to challenge compliance of this Development Agreement with Sections 163.3220 through 163.3243, Florida Statutes.

18. **Choice of Law.** This Development Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute or action shall be Sarasota County, Florida.

19. **Entire Agreement.** This Development Agreement constitutes the entire agreement between the Parties and supersedes any and all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings, or terms of

any kind as conditions or inducements to the execution hereof, and none have been relied upon by the Parties. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the Parties unless they are in writing, signed by the Parties, and executed in the same manner as this Development Agreement. This Development Agreement fully addresses the issue of transportation concurrency for Ashton Pointe for the time period set forth in Paragraphs 7.A and 9.

20. **Parties Drafted Equally.** The Parties agree that they have played an equal and reciprocal part in drafting this Development Agreement. Therefore, no provisions of this Development Agreement shall be construed by any court or other judicial authority against any of the Parties because such party is deemed to have drafted or structured such provisions.

21. **Recording and Transmittal by Clerk.** The Clerk of the Circuit Court of Sarasota County, as Clerk to the Board of County Commissioners ("the Clerk"), shall record this Development Agreement within fourteen (14) days of its being executed by the Parties. The Clerk shall then transmit a recorded copy of this Development Agreement to the Department of Community Affairs within fourteen (14) days of recording.

22. **Effective Date.** This Development Agreement shall become effective thirty (30) days after a recorded copy of same has been received by the Department of Community Affairs ("Effective Date").

23. **Counterparts.** This Development Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates indicated below.

Dated this 25th day OCTOBER, 2006 as to the County.

"The County"

SARASOTA COUNTY, a political subdivision of the State of Florida

By the:
BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA

By: David Mills
David Mills, Chairman

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners, Sarasota County, Florida
By: Karen E. Rushing
Deputy Clerk

Approved as to form and correctness:
By: Steph...
County Attorney

Dated this 23rd day of October, 2006 as to Heritage.

"Heritage"

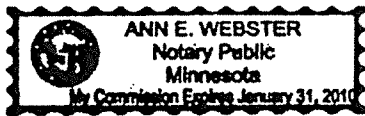
Heritage Development of Central Florida, LLC,
a Minnesota limited liability corporation

By: *Jeffrey A. Gardner*
Jeffrey A. Gardner, as member and
manager

STATE OF Minnesota
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 23rd day of October, 2006,
by Jeffrey A. Gardner, Member and Manager of Heritage Development of Central Florida, LLC,
a Minnesota limited liability corporation, on behalf of the corporation. The above named person
is personally known to me or who has produced _____ as
identification. If no type of identification is indicated, the above-named person is personally
known to me.

(Notary Seal)



Ann E. Webster
Signature of Notary Public
Ann E. Webster
Print Name of Notary Public


I am a Notary Public of the State of
Minnesota, and my commission
expires on 1-31-2010.

Acknowledgement by the Sarasota County Public Hospital Board

The Sarasota County Public Hospital Board ("SMH") acknowledges its obligations under the SMH Development Agreement with regard to the creation and management of the Construction Account. SMH acknowledges that under this Development Agreement, Heritage shall be depositing funds into the Construction Account to pay their fair share of the costs of designing, permitting and constructing the Intersection Improvements and their failure to do so will give SMH the right to impose and foreclose a lien on Ashton Pointe. As Heritage's fair share of these costs is 2.7%, the reapportioned fair shares of all contributing parties under the SMH Development Agreement and this Development Agreement are now as follows:

SMH:	25.6%;
Kimball Hill Homes Florida, Inc.:	12.5%;
Coastal Development , LLC:	9.7%;
Rosin Way Office Park, LLC:	11.4%;
Centex Homes:	11.5%;
Civix Sunrise GC, LLC:	25.3%;
KMS II, LLC:	1.3%; and
Heritage:	2.7%.

Sarasota County Public Hospital Board

By: 

Gwen M. MacKenzie
President and Chief Executive Officer

REVIEWED BY LEGAL
COUNSEL & APPROVED
FOR SIGNATURE 

"Ashton Pointe"

PARCEL 1

ALL THAT PART OF TRACT 4, BLOCK 3, OF SARASOTA-VENICE COMPANY SUBDIVISION, OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING BOUNDARY AND KNOWN AS PARCEL #22, WOOD RANCH ESTATES:

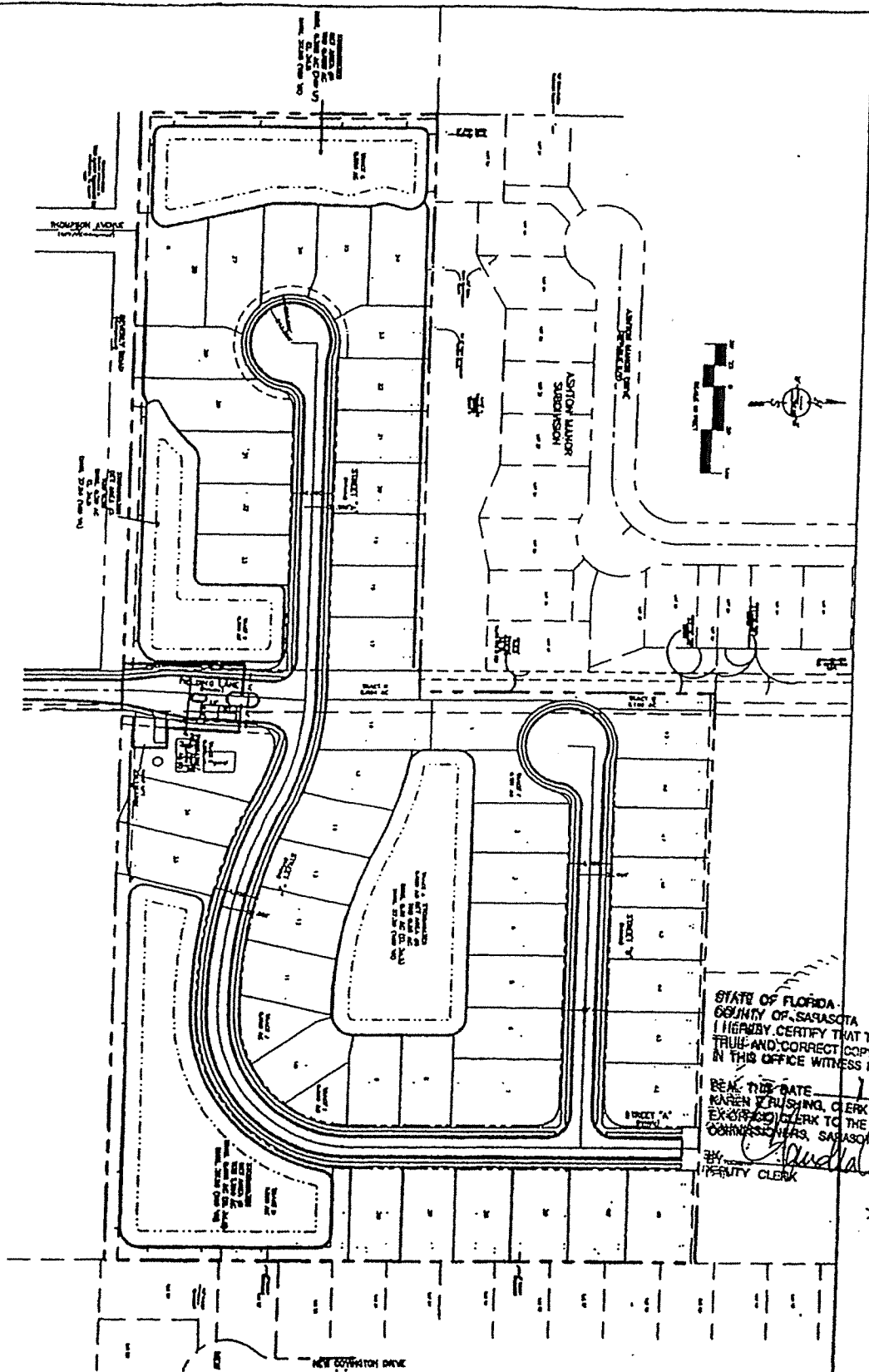
COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST; THENCE SOUTH 00°03'29" WEST ALONG THE WEST LINE OF SECTION 12, 2705.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH 89°36'17" EAST ALONG THE QUARTER-SECTION LINE, 670.43 FEET; THENCE SOUTH 00°03'10" WEST ALONG THE WEST LINE OF TRACT 4, OF BLOCK 3, 1017.17 FEET FOR A POINT-OF-BEGINNING; THENCE SOUTH 89°44'03" EAST 669.77 FEET TO THE EAST LINE OF TRACT 4; THENCE SOUTH 00°05'25" WEST ALONG SAID EAST LINE A DISTANCE OF 333.56 FEET; THENCE NORTH 89°46'38" WEST 669.55 FEET TO THE WEST LINE OF SAID TRACT 4; THENCE NORTH 00°03'10" EAST ALONG SAID WEST LINE, 334.07 FEET TO THE POINT-OF-BEGINNING.

PARCEL 2

PARCELS 23 AND 24, WOOD RANCH ESTATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF TRACT 3, BLOCK 3 OF SARASOTA-VENICE COMPANY'S SUBDIVISION OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST, (PLAT BOOK A, PAGE 68, SARASOTA COUNTY RECORDS) LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST; THENCE SOUTH 00°03'29" WEST ALONG THE WEST LINE OF SECTION 12, 2705.61 FEET TO THE WEST QUARTER CORNER OF SECTION 12; THENCE SOUTH 89°36'17" EAST ALONG THE QUARTER SECTION LINE, 1340.54 FEET; THENCE SOUTH 00°05'25" WEST ALONG WEST LINE OF TRACT 3, 682.10 FEET FOR A POINT-OF-BEGINNING; THENCE SOUTH 89°41'27" EAST 669.99 FEET TO THE EAST LINE OF TRACT 3; THENCE SOUTH 00°07'40" WEST ALONG SAID EAST LINE, 666.09 FEET TO THE SOUTHEAST CORNER OF TRACT 3; THENCE NORTH 89°46'38" WEST ALONG SOUTH LINE OF TRACT 3, 669.55 FEET TO ITS SOUTHWEST CORNER; THENCE NORTH 00°05'25" EAST ALONG WEST LINE OF TRACT 3, 667.11 FEET TO THE POINT-OF-BEGINNING.



STATE OF FLORIDA
 COUNTY OF SARASOTA
 I HEREBY CERTIFY THAT THE FOREGOING IS A
 TRUE AND CORRECT COPY OF THE ORIGINAL FILES
 IN THIS OFFICE WITNESS MY HAND AND OFFICIAL
 SEAL THIS DATE 11/27/06
 KAREN KRUSHING, CLERK OF THE CIRCUIT COURT
 EX-OFFICIO CLERK TO THE BOARD OF COUNTY
 COMMISSIONERS, SARASOTA COUNTY, FLORIDA
 BY: *[Signature]*
 DEPUTY CLERK

Project Name ASHTON POINTE		SAVINGS ENGINEERING County of Duval, FL 10000 Highway 100 Jacksonville, FL 32216 Phone: 904-724-1234 Fax: 904-724-1235
Project Name SUBDIVISION PLAN		
Date	11/27/06	

Exhibit "B"

3

DOC TAX \$ 30,450.00
RECORD \$ 27.00

Prepared by and return to:
Will G. Schlotthauer, Esq. ✓
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

RECORDED IN DEEDS RECORDS
RECORDED IN DEEDS RECORDS
INSTRUMENT # 2005070501 3 DOC
INSTRUMENT # 2005070501 3 DOC
2005 APR 06 05:30 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HJAMES RECEIPT#607932

Doc Stamp-Deed: 30,450.00

WARRANTY DEED



THIS INDENTURE made March 31st, 2005, by and between ASHTON POINTE, LLC, a Florida limited liability company, hereinafter referred to as Grantor, whose post office address is 60 Sarasota Center Blvd., Sarasota, FL 34240, and HERITAGE DEVELOPMENT OF CENTRAL FLORIDA, LLC, a Minnesota limited liability company, hereinafter referred to as Grantee, whose post office address is 422 East County Road D, Saint Paul, MN 55117.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to him in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, his heirs and assigns forever, the following described property situate in Sarasota County, Florida:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to restrictions, reservations, and easements of record; applicable governmental regulations; and taxes for the current year.

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor hereby covenants with Grantee that Grantor is lawfully seized of said property in fee simple; that it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to convey same; and that Grantee shall have quiet enjoyment thereof. Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized partner the date above written.

WITNESSES:

ASHTON POINTE, LLC, a Florida limited liability company

By: AFFINITY HOMES OF SARASOTA, LLC, a Florida limited liability company, as managing member

By: W. Bros Development Corporation, a Florida corporation, as co-managing member

By: David R. Winterrowd
David R. Winterrowd, President

SHERYL A. EDWARDS
Witness Name: SHERYL A. EDWARDS

William G. Schlotthauer
Witness Name: William G. Schlotthauer

(Corporate Seal)

By: E-BLOCK CONSTRUCTION AND DEVELOPMENT CORP., a Florida corporation, as co-managing member

By: Scott Kolbe
Scott Kolbe, President

SHERYL A. EDWARDS
Witness Name: SHERYL A. EDWARDS

William G. Schlotthauer
Witness Name: William G. Schlotthauer

(Corporate Seal)

[Handwritten Signature]
Witness Name: SHERYL A. EDWARDS

[Handwritten Signature]
Witness Name: William G. Schlotthauer

By: REAL ESTATE SYNERGIES, CORP., a Florida corporation, as managing member

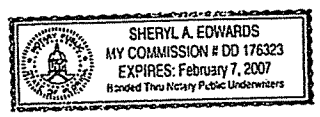
By: *[Handwritten Signature]*
Donald C. Bevins, President

(Corporate Seal)

INSTRUMENT # 2005070581
3 PGS

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31 day of March 2005 by David R. Winterrowd as President of W. BROS. DEVELOPMENT CORPORATION, a Florida corporation, co-managing member of AFFINITY HOMES OF SARASOTA, LLC, a Florida limited liability company, managing member of ASHTON POINTE, LLC, a Florida limited liability company on behalf of the corporation and the company. He/She has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me



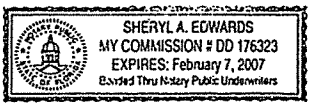
[Handwritten Signature]
Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida and my commission expires: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31 day of March 2005 by Scott Kolbe as President of E-BLOK CONSTRUCTION AND DEVELOPMENT CORPORATION, a Florida corporation, co-managing member of AFFINITY HOMES OF SARASOTA, LLC, a Florida limited liability company, managing member of ASHTON POINTE, LLC, a Florida limited liability company on behalf of the corporation and the company. He/She has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me



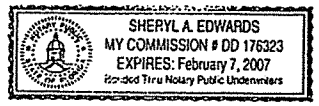
[Handwritten Signature]
Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida and my commission expires: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31 day of March 2005 by Donald C. Bevins as President of REAL ESTATE SYNERGIES, CORP., a Florida corporation, managing member of ASHTON POINTE, LLC, a Florida limited liability company on behalf of the corporation and the company. He/She has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me



[Handwritten Signature]
Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida and my commission expires: _____

EXHIBIT "A"

INSTRUMENT # 2005070581

3 PGS

PARCEL 1

ALL THAT PART OF TRACT 4, BLOCK 3, OF SARASOTA-VENICE COMPANY SUBDIVISION, OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING BOUNDARY AND KNOWN AS PARCEL #22, WOOD RANCH ESTATES:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST; THENCE SOUTH 00°03'29" WEST ALONG THE WEST LINE OF SECTION 12, 2705.61 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH 89°36'17" EAST ALONG THE QUARTER-SECTION LINE, 670.43 FEET; THENCE SOUTH 00°03'10" WEST ALONG THE WEST LINE OF TRACT 4, OF BLOCK 3, 1017.17 FEET FOR A POINT-OF-BEGINNING; THENCE SOUTH 89°44'03" EAST 669.77 FEET TO THE EAST LINE OF TRACT 4; THENCE SOUTH 00°05'25" WEST ALONG SAID EAST LINE A DISTANCE OF 333.56 FEET; THENCE NORTH 89°46'38" WEST 669.55 FEET TO THE WEST LINE OF SAID TRACT 4; THENCE NORTH 00°03'10" EAST ALONG SAID WEST LINE, 334.07 FEET TO THE POINT-OF-BEGINNING.

PARCEL 2

PARCELS 23 AND 24, WOOD RANCH ESTATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF TRACT 3, BLOCK 3 OF SARASOTA-VENICE COMPANY'S SUBDIVISION OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST, (PLAT BOOK A, PAGE 68, SARASOTA COUNTY RECORDS) LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST; THENCE SOUTH 00°03'29" WEST ALONG THE WEST LINE OF SECTION 12, 2705.61 FEET TO THE WEST QUARTER CORNER OF SECTION 12; THENCE SOUTH 89°36'17" EAST ALONG THE QUARTER SECTION LINE, 1340.54 FEET; THENCE SOUTH 00°05'25" WEST ALONG WEST LINE OF TRACT 3, 682.10 FEET FOR A POINT-OF-BEGINNING; THENCE SOUTH 89°41'27" EAST 669.99 FEET TO THE EAST LINE OF TRACT 3; THENCE SOUTH 00°07'40" WEST ALONG SAID EAST LINE, 666.09 FEET TO THE SOUTHEAST CORNER OF TRACT 3; THENCE NORTH 89°46'38" WEST ALONG SOUTH LINE OF TRACT 3, 669.55 FEET TO ITS SOUTHWEST CORNER; THENCE NORTH 00°05'25" EAST ALONG WEST LINE OF TRACT 3, 667.11 FEET TO THE POINT-OF-BEGINNING.

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 201308099 6 P.85
 2013 APR 24 11:44 AM
 KAREN E. RISHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FLORIDA
 RECEIVED 012513557

ASHTON POINTE
 A REPLAT OF A PORTION OF TRACTS 3 AND 4, BLOCK 3 OF SARASOTA-VENICE COMPANY'S SUBDIVISION OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 68 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PLAT BOOK 48 PAGE 14
 SHEET 1 OF 6

CERTIFICATE OF OWNERSHIP AND DEDICATION

LEGAL DESCRIPTION
 ALL THAT PART OF TRACT 4, BLOCK 3, AND TRACT 3, BLOCK 3 OF SARASOTA-VENICE COMPANY'S SUBDIVISION OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, WITHIN THE FOLLOWING BOUNDARY AND IS KNOWN AS PARCELS 22, 23, AND 24, WOOD PATCH ESTATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST; THENCE S 07°00'17"W, ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 2702.25 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE S 89°35'57"E, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 689.81 FEET; THENCE S 07°00'17"W, ALONG THE WEST LINE OF TRACT 4, OF BLOCK 3 OF SARASOTA-VENICE COMPANY'S SUBDIVISION OF SECTION 12, A DISTANCE OF 1017.52 FEET FOR A POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, S 89°41'19"E, A DISTANCE OF 689.87 FEET; THENCE N 07°00'17"E, A DISTANCE OF 334.05 FEET; THENCE S 89°41'10"E, A DISTANCE OF 671.61 FEET; THENCE S 07°00'17"W, A DISTANCE OF 689.12 FEET; THENCE N 89°47'12"W, A DISTANCE OF 1339.94 FEET; THENCE N 07°00'17"W, A DISTANCE OF 333.43 FEET RETURNING TO THE POINT OF BEGINNING.

RESERVATION OF EASEMENTS

THERE ARE HEREBY EXPRESSLY RESERVED, BEGINNERS OF 3 (THREE) FEET IN WIDTH ALONG ALL SIDE LOT LINES, 8 (EIGHT) FEET IN WIDTH ALONG ALL REAR LOT LINES AND 10 (TEN) FEET IN SURFACE AND UNDERGROUND DRAINAGE AND THE EXPRESSED PURPOSE OF ACCOMMODATING ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND USE OF CABLE TELEVISION SERVICES, PROVIDED THAT SUCH CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY OWNS THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, WHERE HAVING THAT ONE LOT IS HEREBY AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS. ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN FAVOR OF THE PURPOSES NOTED.

NOTES

1. UNLESS THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION, THESE DATA, HEREON AND THEREON, SHALL BE CONSIDERED AS SUPPLEMENTARY TO THE AUTHORITY OF ANY OTHER RECORDS OF THE PLAT. THERE MAY BE CORRECTED RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

2. BEGINNERS ARE BASED ON THE EAST-WEST LINE OF ASPION LAKEWAY HAVING A BEARING OF N 07°00'12"E, PER PLAT BOOK 30, PAGES 30, 39A, & 39B.

3. BENCHMARKS USED WERE FROM SURVEY BY KEEFE ENGINEERING AND SURVEYING, INC., DATED FEBRUARY 27, 2004, PER SAID SURVEY, ELEVATIONS ARE BASED ON COUNTY BENCHMARK 4934 WITH A PUBLISHED ELEVATION OF 37.21 FEET, NATIONAL CELESTIAL VERTICAL DATUM OF 1989.

4. STATE PLANT COORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM OF 1983 (1989) FLORIDA WEST ZONE 0802.

5. NUMERICAL EXPRESSIONS SHOWN HEREON TO THE NEAREST FOOT OR TENTH OF A FOOT, ARE TO BE INTERPRETED AS HAVING A PRECISION TO THE NEAREST ONE HUNDREDTH OF A FOOT.

6. UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES SHOWN HEREON WERE COMPUTED FROM A RECONSTRUCTION OF FIELD MEASUREMENTS USING ELECTRONIC MEASURING STATIONS AND COMPUTER MAPPING TECHNOLOGY.

7. DIMENSIONS ARE IN FEET AND IN DECIMALS THEREOF.

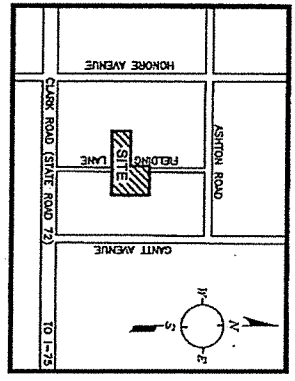
8. NOTE: D.R. HORTON, INC. (OWNER) HAS PREVIOUSLY CONVERTED TO D.R. HERTON, INC. (CORRECT) ALL RIGHT, TITLE AND INTEREST OF OWNER IN AND TO ALL INTERESTS AND RESOURCES AND GROUNDWATER IN, ON, UNDER OR THAT MAY BE PRODUCED FROM THE PROPERTY SHOWN ON THIS PLAT PURSUANT TO THE DEED - MINERALS, RESOURCES AND GROUNDWATER RECORDED IN INSTRUMENT #201210358 IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE "MINERAL DEED"). PURSUANT TO THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE "MINERAL DEED"), PURSUANT TO THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE "MINERAL DEED"), PURSUANT TO THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE "MINERAL DEED") A COMPLETED RESIDENCE TO A THIRD PARTY, D.R.H. WIVES THE RIGHT OF ACCESS AND EGRESS TO ENTER UPON THE SURFACE OF SUCH LOT FOR THE EXPLOITATION OR PRODUCTION OF MINERALS AND RESOURCES AND GROUNDWATER WITH RESPECT TO ANY MINERAL RIGHTS OWNED BY D.R.H.

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA }
 COUNTY OF SARASOTA } SS:

I, KAREN E. RISHING, COUNTY CLERK OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF THE FLORIDA CONSTITUTION AND PLAT ACT AND THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 24 DAY OF APRIL, 2013.

KAREN E. RISHING
 CLERK OF THE CIRCUIT COURT OF
 SARASOTA COUNTY, FLORIDA
 BY: *Michelle Robinson*
 DEPUTY CLERK



TRACT DESIGNATIONS

- TRACT 100 - "FIELDING LANE", A PRIVATE ROADWAY, PRIVATE DRIVEWAY AND PUBLIC UTILITY EASEMENT.
- TRACT 200 - "TORTOISEA DRIVE", A PRIVATE ROADWAY, PRIVATE DRIVEWAY AND PUBLIC UTILITY EASEMENT.
- TRACT 300 - "TARTAGLIA WAY", A PRIVATE ROADWAY, PRIVATE DRIVEWAY AND PUBLIC UTILITY EASEMENT.
- TRACT "A" - OPEN SPACE AND PRIVATE DRIVEWAY EASEMENT TRACT.
- TRACT "B" - OPEN SPACE AND PRIVATE DRIVEWAY EASEMENT TRACT.
- TRACT "C" - OPEN SPACE AND PRIVATE DRIVEWAY EASEMENT TRACT.
- TRACT "D" - OPEN SPACE AND PRIVATE DRIVEWAY EASEMENT TRACT.
- TRACT "E" - OPEN SPACE TRACT.
- TRACT "F" - OPEN SPACE TRACT.
- TRACT "G" - OPEN SPACE TRACT.
- TRACT "H" - OPEN SPACE TRACT.
- TRACT "I" - OPEN SPACE TRACT.
- TRACT "J" - OPEN SPACE TRACT.

NOTICE

1. THE ORIGINAL DECLARATION OF COVENANTS CONDITIONS & RESTRICTIONS FOR ASPION LAKEWAY IS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 201205046 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

2. THE NOTICE TO PURCHASER IS SIMULTANEOUSLY RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 201305046 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

3. THE PROPOSED DEVELOPMENT PLAN HAS BEEN RECORDED IN MISCELLANEOUS MAP BOOK L, PAGE 21 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA }
 COUNTY OF SARASOTA } SS:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 24 DAY OF APRIL, A.D. 2013.

APPROVED: *Michelle Robinson*
 CLERK OF COUNTY COMMISSIONERS
 COUNTY SURVEYOR
 COUNTY ATTORNEY

I, PAUL ROMANOWSKI, AS DIVISION PRESIDENT OF D.R. HORTON, INC., A DELAWARE LIMITED LIABILITY COMPANY, DO HEREBY CERTIFY THAT THE STATE OF FLORIDA, HEREBY CERTIFYING BY AND THROUGH ME, HAS RECEIVED THE SUBDIVISION ASHTON POINTE SHOWN AND DESCRIBED THEREON.

DO HEREBY DEDICATE AND SET APART ALL OF TRACT 100, TRACT 200, AND TRACT 300, TRACT "A", TRACT "B", TRACT "C", TRACT "D", TRACT "E", TRACT "F", TRACT "G", TRACT "H", TRACT "I", TRACT "J", TRACT "K", TRACT "L", TRACT "M", TRACT "N", TRACT "O", TRACT "P", TRACT "Q", TRACT "R", TRACT "S", TRACT "T", TRACT "U", TRACT "V", TRACT "W", TRACT "X", TRACT "Y", TRACT "Z", TRACT "AA", TRACT "AB", TRACT "AC", TRACT "AD", TRACT "AE", TRACT "AF", TRACT "AG", TRACT "AH", TRACT "AI", TRACT "AJ", TRACT "AK", TRACT "AL", TRACT "AM", TRACT "AN", TRACT "AO", TRACT "AP", TRACT "AQ", TRACT "AR", TRACT "AS", TRACT "AT", TRACT "AU", TRACT "AV", TRACT "AW", TRACT "AX", TRACT "AY", TRACT "AZ", TRACT "BA", TRACT "BB", TRACT "BC", TRACT "BD", TRACT "BE", TRACT "BF", TRACT "BG", TRACT "BH", TRACT "BI", TRACT "BJ", TRACT "BK", TRACT "BL", TRACT "BM", TRACT "BN", TRACT "BO", TRACT "BP", TRACT "BQ", TRACT "BR", TRACT "BS", TRACT "BT", TRACT "BU", TRACT "BV", TRACT "BW", TRACT "BX", TRACT "BY", TRACT "BZ", TRACT "CA", 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IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND HAVE AFFIXED THE SEAL OF THE CORPORATION THIS 24 DAY OF APRIL, 2013.

D.R. HORTON, INC.
 BY: *Paul Romanowski*
 PRESIDENT
 WITNESSES:
Michelle Robinson
 CLERK OF COUNTY COMMISSIONERS
 COUNTY SURVEYOR
 COUNTY ATTORNEY

CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR

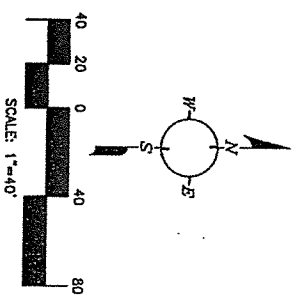
STATE OF FLORIDA }
 COUNTY OF SARASOTA } SS:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS AS AMENDED.

DATE: April 17, 2013
 I, *Paul Romanowski*
 COUNTY SURVEYOR
 I, *Michelle Robinson*
 CLERK OF COUNTY COMMISSIONERS
 COUNTY SURVEYOR
 COUNTY ATTORNEY

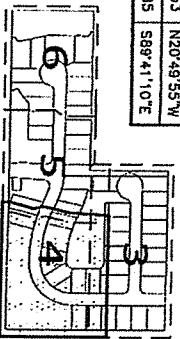
CONSULTING CIVIL ENGINEERING & LAND SURVEYING
 2897 Bag Ridge Road, Suite 9 Sarasota, FL 34238

ASHTON POINTE
A REPLAT OF A PORTION OF TRACTS 3 AND 4, BLOCK 3 OF
BARBOTO AVENUE COMPARATIVE SUBDIVISION OF
SECTION 18, TOWNSHIP 37 SOUTH, RANGE 18 EAST
AS SHOWN ON PLAT BOOK 48, PAGE 68 OF THE
PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA,
SUBDIVISION DETAIL
SHEET



Curve #	Length	Radius	Delta	Chord	Chord Bearing
C3	233.80	350.00	2726'15"	251.38	N77'11'36"W
C4	202.00	130.00	89'01'46"	182.28	N44'34'22"E
C12	276.70	180.00	89'01'46"	252.40	N44'34'22"E
C13	142.56	260.00	14'04'56"	142.20	S83'52'15"E
C16	265.77	555.00	27'28'15"	263.24	S77'11'36"E
C19	240.85	155.00	89'01'46"	217.34	N44'34'22"E
C20	24.26	20.00	69'20'46"	22.80	N54'55'47"W
C21	38.85	25.00	89'01'46"	35.05	N44'34'22"E
C22	99.74	425.00	13'28'44"	99.51	S78'33'52"E
C24	277.73	360.00	27'28'15"	275.10	N77'11'36"W
C27	59.03	130.00	26'00'59"	58.52	N76'04'47"E
C28	77.38	150.00	34'05'37"	76.22	N10'10'49"E
C43	7.08	20.00	20'13'52"	7.03	S10'03'28"E
C44	35.66	25.00	81'43'35"	32.71	S40'55'15"W
C45	60.91	130.00	26'50'39"	60.35	N49'36'57"E
C46	57.82	50.00	61'52'02"	57.78	S86'49'33"E
C47	99.85	510.00	10'48'20"	99.50	S78'19'12"E
C48	41.32	425.00	5'37'29"	41.71	N88'05'59"W
C49	80.74	425.00	13'26'44"	99.51	N78'33'52"W
C50	48.10	425.00	6'50'04"	48.07	N68'35'58"W
C51	32.44	530.00	3'40'08"	32.42	S70'05'39"E
C56	60.06	590.00	5'56'00"	60.04	N23'51'46"W
C58	8.84	530.00	0'57'30"	8.84	N68'33'56"E
C70	4.71	130.00	2'04'33"	4.71	N01'05'44"E
C71	3.18	23.00	7'18'14"	3.18	S85'28'09"W
C75	4.03	537.00	0'24'37"	4.03	N65'06'36"W

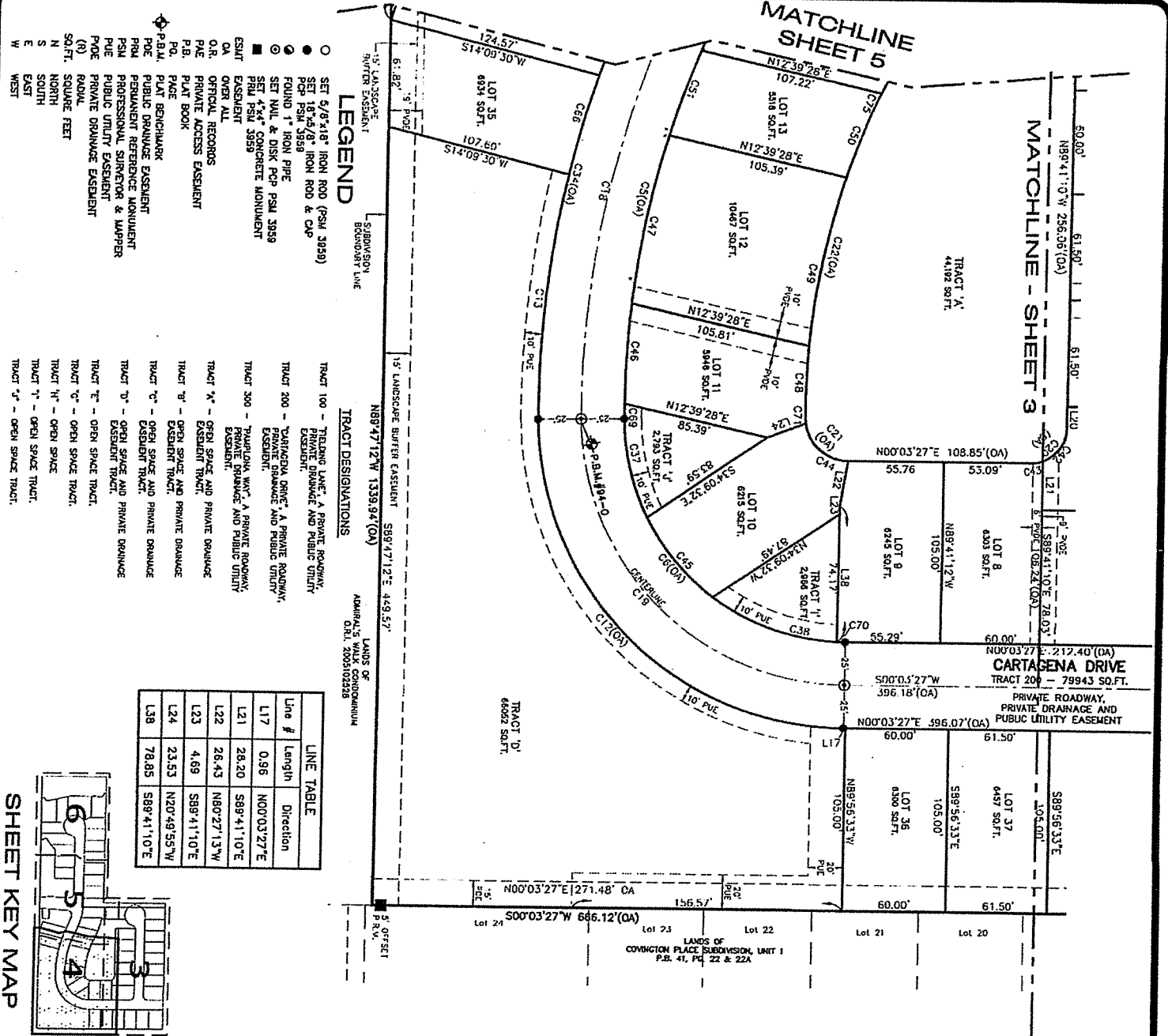
Line #	Length	Direction
L17	0.96	N00'03'27"E
L21	28.20	S89'41'10"E
L22	26.43	N60'27'13"W
L23	4.69	S89'41'10"E
L24	23.53	N20'49'55"W
L38	78.85	S89'41'10"E



SHEET KEY MAP
NOT TO SCALE

Consulting Civil Engineering & Land Surveying
2837 Bee Ridge Road, Suite 9 Sarasota, FL 34239
Surveying & Mapping Business # LB 6924 Phone: 941-924-1600

R.L.
RHODES ENGINEERING
INC.



LEGEND

- SET 5/8" x 1/8" IRON ROD (PSM 3859)
- SET 1/8" x 5/8" IRON ROD & CAP
- FOUND 1" IRON PIPE
- SET NAIL & DISK FOR PSM 3859
- SET 4"x4" CONCRETE MONUMENT
- PSM PSM 3859
- ESMAT OVER ALL
- O.A. OFFICIAL RECORDS
- P.A.E. PRIVATE ACCESS EASEMENT
- P.B. PLAY BOOK
- P.G. PAGE
- P.M. PLAY BENCHMARK
- P.P.D. PUBLIC DRAINAGE EASEMENT
- P.P.R. PERMANENT REFERENCE MONUMENT
- P.P.S. PUBLIC SPACE AND PRIVATE DRAINAGE EASEMENT TRACT
- P.P.U. PUBLIC UTILITY EASEMENT & MAPPER
- P.P.V. PRIVATE DRAINAGE EASEMENT
- P.P.W. PRIVATE DRAINAGE EASEMENT
- P.P.X. SQUARE FEET
- P.P.Y. NORTH
- P.P.Z. SOUTH
- P.P.A. EAST
- P.P.B. WEST

TRACT DESIGNATIONS

- TRACT 100 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 200 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 300 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 400 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 500 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 600 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 700 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 800 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 900 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT
- TRACT 1000 - TRAILING LANE, AGRICULTURE, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT

15' WIDE ACCESS EASEMENT
(O.R. 772, PG. 978)

15' WIDE ACCESS EASEMENT
(O.R. 772, PG. 978)

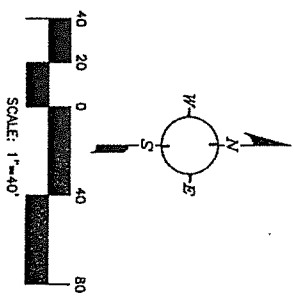
15' WIDE ACCESS EASEMENT
(O.R. 772, PG. 978)

15' WIDE ACCESS EASEMENT
(O.R. 772, PG. 978)

PLAT BOOK 18 PAGE 11D
SHEET 5 OF 6

ASHTON POINTE
SUBDIVISION DETAIL SHEET

A REPLAT OF A PORTION OF TRACTS 3 AND 4, BLOCK 3 OF SARASOTA VENICE COMPANY'S SUBDIVISION OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 18 EAST ASHTON POINTE, SARASOTA COUNTY, FLORIDA. THIS PLAT BOOK IS PAGE 11 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.



CURVE TABLE

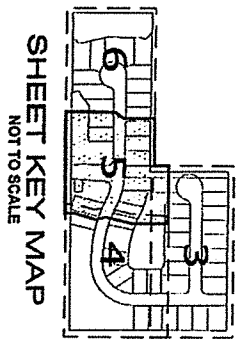
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	40.67	25.00	93°12'15"	36.33	S43°10'11"E
C2	148.17	325.00	28°17'56"	147.86	N76°37'24"W
C3	253.40	530.00	27°26'15"	201.33	N77°11'36"W
C4	32.47	275.00	10°55'55"	52.39	S88°56'26"E
C5	44.58	25.00	107°04'40"	36.00	N84°30'48"E
C6	72.75	275.00	15°21'55"	73.53	N82°05'21"W
C7	137.68	300.00	28°17'56"	136.45	N76°37'24"W
C8	265.77	535.00	27°26'15"	263.24	S77°11'36"E
C9	54.54	537.06	3°49'06"	54.53	S66°15'39"E
C10	58.70	430.00	7°57'17"	58.65	S73°56'53"E
C11	15.75	10.00	80°12'48"	14.17	S45°06'57"W
C12	14.52	880.00	1°28'03"	14.52	N64°11'31"W
C13	277.75	580.00	27°26'15"	275.10	N77°11'36"W
C14	28.67	355.00	4°31'53"	28.67	S87°30'53"E
C15	52.44	530.00	3°49'06"	52.42	S77°05'58"E
C16	38.06	530.00	3°47'24"	38.05	S85°22'11"E
C17	94.54	537.06	8°49'06"	94.52	S66°15'39"E
C18	58.70	430.00	7°57'17"	58.65	S73°56'53"E
C19	15.75	10.00	80°12'48"	14.17	S45°06'57"W
C20	14.52	880.00	1°28'03"	14.52	N64°11'31"W
C21	277.75	580.00	27°26'15"	275.10	N77°11'36"W
C22	28.67	355.00	4°31'53"	28.67	S87°30'53"E
C23	52.44	530.00	3°49'06"	52.42	S77°05'58"E
C24	38.06	530.00	3°47'24"	38.05	S85°22'11"E
C25	94.54	537.06	8°49'06"	94.52	S66°15'39"E
C26	58.70	430.00	7°57'17"	58.65	S73°56'53"E
C27	15.75	10.00	80°12'48"	14.17	S45°06'57"W
C28	14.52	880.00	1°28'03"	14.52	N64°11'31"W
C29	277.75	580.00	27°26'15"	275.10	N77°11'36"W
C30	28.67	355.00	4°31'53"	28.67	S87°30'53"E
C31	52.44	530.00	3°49'06"	52.42	S77°05'58"E
C32	38.06	530.00	3°47'24"	38.05	S85°22'11"E
C33	94.54	537.06	8°49'06"	94.52	S66°15'39"E
C34	58.70	430.00	7°57'17"	58.65	S73°56'53"E
C35	15.75	10.00	80°12'48"	14.17	S45°06'57"W
C36	14.52	880.00	1°28'03"	14.52	N64°11'31"W
C37	277.75	580.00	27°26'15"	275.10	N77°11'36"W
C38	28.67	355.00	4°31'53"	28.67	S87°30'53"E
C39	52.44	530.00	3°49'06"	52.42	S77°05'58"E
C40	38.06	530.00	3°47'24"	38.05	S85°22'11"E
C41	94.54	537.06	8°49'06"	94.52	S66°15'39"E
C42	58.70	430.00	7°57'17"	58.65	S73°56'53"E
C43	15.75	10.00	80°12'48"	14.17	S45°06'57"W
C44	14.52	880.00	1°28'03"	14.52	N64°11'31"W
C45	277.75	580.00	27°26'15"	275.10	N77°11'36"W

LEGEND

- SET 5/8"x10" IRON ROD (PSM 3859)
- SET 1 1/2"x8" IRON ROD & Cap
- FOUND T IRON PIPE
- SET WAL & DISK PCP PSM 3945
- SET 4"x4" CONCRETE MONUMENT
- P.M. PSM 3959
- OVER ALL
- OR. OFFICIAL RECORDS INSTRUMENT
- O.R.L. OFFICIAL RECORDS INSTRUMENT
- PAVE PRIVATE ACCESS & UTILITY EASEMENT
- P.B. PLAY BOOK
- P.B.M. PLAY BENCHMARK
- P.D.E. PUBLIC DRAINAGE EASEMENT
- P.M. PERMANENT REFERENCE MONUMENT
- P.M.S. PROFESSIONAL SURVEYOR & MAPPER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.V.E. PRIVATE DRAINAGE EASEMENT
- R.D. RADIAL
- R/W RIGHT OF WAY
- S.W. SQUARE FEET
- S.W. SIDEWALK
- N NORTH
- S SOUTH
- E EAST
- W WEST

TRACT DESIGNATIONS

- TRACT 100 - FIELDING LANE, A PRIVATE ROADWAY, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT.
- TRACT 200 - CARTAGENA DRIVE, A PRIVATE ROADWAY, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT.
- TRACT 300 - "PALMOLA WAY", A PRIVATE ROADWAY, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT.
- TRACT 400 - OPEN SPACE AND PRIVATE DRAINAGE EASEMENT TRACT.
- TRACT 500 - OPEN SPACE AND PRIVATE DRAINAGE EASEMENT TRACT.
- TRACT 600 - OPEN SPACE AND PRIVATE DRAINAGE EASEMENT TRACT.
- TRACT 700 - OPEN SPACE AND PRIVATE DRAINAGE EASEMENT TRACT.
- TRACT 800 - OPEN SPACE TRACT.
- TRACT 900 - OPEN SPACE TRACT.
- TRACT 1000 - OPEN SPACE TRACT.
- TRACT 1100 - OPEN SPACE TRACT.
- TRACT 1200 - OPEN SPACE TRACT.



LINE TABLE

Line #	Length	Direction
L1	25.12	S87°47'12"E
L2	30.62	S89°47'12"E
L3	49.44	S89°46'19"W
L4	25.00	S89°46'19"W
L5	24.36	S89°46'19"W
L6	15.03	N00°00'32"E
L7	24.44	S00°00'32"W
L8	9.30	N90°00'00"W
L9	41.61	N90°00'00"W
L10	35.00	N00°00'00"E
L11	44.36	S87°47'12"E
L12	33.74	S03°53'59"W
L13	1.20	S03°53'59"W

R.L. RHODES ENGINEERING INC.
Consulting Civil Engineering & Land Surveying
2837 Bee Ridge Road, Suite 9 Sarasota, FL 34239
Surveying & Mapping Business # LB 8824 Phone: 841-824-1800

2/2 900
Prepared By: STEPHEN F. VOIGT, ESQ.
Voigt & Voigt, P.A.
2042 Bee Ridge Road
Sarasota, FL 34239
incidental to the issuance of a title insurance policy.
File Number: 22x0759a
Parcel ID #: 94-05-0063

900
150
6300.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004053927 2 PGS
2004 MAR 24 03:41 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
GBURCH Receipt#451914

Doc Stamp-Deed: 6,300.00

**WARRANTY DEED
(INDIVIDUAL)**



This WARRANTY DEED, dated MARCH 22, 2004 by
MELINDA A. DELPECH, A SINGLE PERSON
whose post office address is:
5540 FIELDING LANE, SARASOTA, FL 34233-3217
hereinafter called the GRANTOR, to
ASHTON POINTE, LLC, a Florida limited liability company
whose post office address is:
60 SARASOTA CENTER BLVD., SARASOTA, FL 34240
hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Sarasota County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2004 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

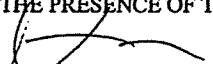
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

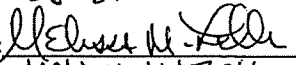
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

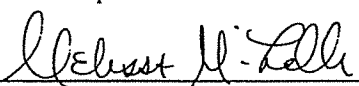
Signature: 
Print Name: STEPHEN F. VOIGT

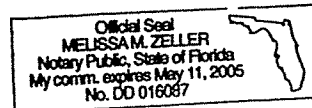

MELINDA A. DELPECH

Signature: 
Print Name: Melissa M. Zeller

State of Florida
County of Sarasota

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on MARCH 22, 2004 by:
MELINDA A. DELPECH, who is personally known to me or who has produced a Driver's License as identification.

Signature: 
Print Name:



INSTRUMENT # 2004053927

2 PGS

File Number: 22x0759a

Agent/Branch Number: 0492*22x0759

EXHIBIT "A"

ALL THAT PART OF TRACT 4, BLOCK 3, OF SARASOTA-VENICE COMPANY SUBDIVISION, OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 68, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING BOUNDARY AND KNOWN AS PARCEL #22, WOOD RANCH ESTATES:

COMMENCE AT THE NW CORNER OF SECTION 12, TOWNSHIP 37 SOUTH, RANGE 18 EAST; THENCE S 0°03'29" W ALONG THE WEST LINE OF SECTION 12, 2705.61 FEET TO THE W 1/4 CORNER OF SAID SECTION 12; THENCE S 89°36'17" E ALONG THE QUARTER-SECTION LINE, 670.43 FEET; THENCE S 0°03'10" WEST ALONG THE WEST LINE OF TRACT 4, BLOCK 3, 1017.17 FEET FOR A POINT OF BEGINNING; THENCE S 89°44'03" E 669.77 FEET TO THE EAST LINE OF TRACT 4; THENCE S 0°05'25" W ALONG SAID EAST LINE A DISTANCE OF 333.56 FEET; THENCE N 89°46'38" W, 669.55 FEET TO THE WEST LINE OF SAID TRACT 4; THENCE N 0°03'10" E ALONG SAID WEST LINE, 334.07 FEET TO THE POINT OF BEGINNING.

4

Please record and return to Karen Grasset
Growth Management Business Center
1660 Ringling Boulevard, 5th Floor
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003239105 4 PGS

2003 DEC 01 12:47 PM

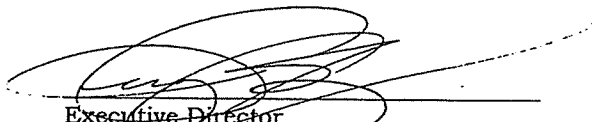
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
TRAIN 1 Receipt#406075



NOTICE OF STIPULATIONS
AND LIMITATIONS ENCUMBERING
REAL PROPERTY PURSUANT TO
THE SARASOTA COUNTY ZONING CODE

The following property located east of Fielding Lane and 650' south of Ashton Road in Sarasota County, Florida, owned by Mist LLC, and described in Ordinance No. 2003-079 attached hereto, has been rezoned to a RSF-4 (Residential Single-Family 5.5 units/acre) zone district pursuant to Rezone Petition No. 03-16 filed by Peter Dailcy, Agent, and granted by Sarasota County on November 4, 2003, and is subject to the following stipulations and limitations, violations of which shall constitute a violation of the Sarasota County Zoning Code:

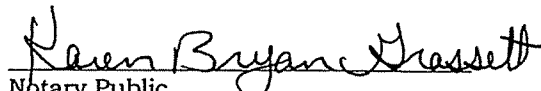
(Stipulations and limitations are those described in Section 3 of Ordinance No. 2003-079, attached hereto)

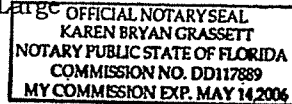

Executive Director
Growth Management Business Center

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned Notary Public, personally appeared Jerry Gray, Executive Director of the Growth Management Business Center, to me known to be the individual who executed the foregoing Notice of Stipulations and Limitations Encumbering Real Property pursuant to the Sarasota County Zoning Code, and he acknowledged before me that he executed the same.

Witness my hand and official seal at Sarasota County, Florida, this 25th day of November, A.D. 2002.


Notary Public
State of Florida at Large



This instrument prepared by:
CS

FILED
2003 NOV - 7 PM 3:55
SOUTH FLORIDA
HASSEE, FLORIDA

AN ORDINANCE OF THE COUNTY OF SARASOTA, FLORIDA AMENDING THE OFFICIAL ZONING ATLAS, AS PART OF SARASOTA COUNTY ORDINANCE NO. 75-38, CODIFIED IN APPENDIX A TO THE SARASOTA COUNTY CODE, RELATING TO ZONING WITHIN THE UNINCORPORATED AREA OF SARASOTA COUNTY; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF THE ZONING ATLAS; PROVIDING RESTRICTIONS, STIPULATIONS AND SAFEGUARDS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA:

Section 1. Findings. The Board of County Commissioners, hereinafter referred to as the "Board," hereby makes the following findings:

- A. The Board has received and considered the report of the Sarasota County Planning Commission concerning Rezoning Petition No. 03-16, requesting rezoning of the property described herein.
- B. The Board has held a public hearing on the proposed rezoning of the property described herein in accordance with the requirements of Sarasota County Ordinance No. 75-38, codified in Appendix A of the Sarasota County Code (hereinafter "the Zoning Ordinance"), and has considered the information received at said public hearing.
- C. The rezoning herein granted is consistent with the Sarasota County Comprehensive Plan and meets the requirements of the Zoning Ordinance.
- D. Pursuant to the provisions of Article VII of Chapter 94 of the Sarasota County Code, an evaluation has been completed of the impacts that the proposed rezoning of the property described herein will have on the levels of service for parks, drainage, solid waste, roads, mass transit and water and sewer systems. With the exception of the provisions of Section 3 of this Ordinance, adequate levels of service are anticipated to be available.

Section 2. Amendment of the Zoning Ordinance. The Official Zoning Atlas, adopted under Section 2 of the Zoning Ordinance, is hereby amended by changing the zoning district classification for 15.38 acres ± from OUE-1 (Open Use Estate, 1 unit/5 acres) to RSF-4 (Residential Single Family, 5.5 units/acre) for the following described property located in Sarasota County, Florida:

In Sarasota County Florida Section 12, Township 37 S Range 18 E Tracks 23 & 24 Wood Ranches described as commencing at the NW Corner of Section 12, thence S 0-03-29 W along west lines of Section 2, 705.61 feet to west ¼ corner, thence S 89-36-17 E along ¼ section line 1,340.54 feet, thence S 0-05-25 W along west line of tract 3 for a distance of 682.10 feet for a POB.

AND RECORDS
FILED FOR RECORD

2003 NOV - 4 PM 2:41

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY FL

02003-079

Thence S 89-41-27 E for a distance of 669.99 feet to the east line of Tract 3, thence S 0-07 40 W for a distance of 666.09 feet to the SE corner of Tract 3, thence N 89-46-38 W along the south line of Tract 3 for a distance of 669.55 feet to the SW corner thereof, thence N 0-05-25 E along the west Line for a distance of 667.11 feet to the POB, and subject to an easement being a part of Lot 3 Blk 3 Sarasota Venice Co. Subdivision of Section 12 ORI 2000132234. Along with: Begin at the northwest corner of Section 12, thence S 0-03-29 W along W line 2,705.61 Ft. to West ¼ corner, Thence S 89-36-17 E along ¼ line Lot Block 3 1,340.54 Ft., Thence S 0-05-25 W along West line of Tract 3 for a distance of 1,016.17 Ft. to the POB Thence S 0-05-25 W along the east line 333.56 Ft, Thence N 89-46-38 W 669.55 Ft to the West line of Lot 4, Thence N-0-03- 10 E along W line 334.07 Ft. Thence S 89-44-03 E 669.77 Ft. to the east line of Lot 4 to the POB being a part of Lot 4 Block 3 Venice Company Subdivision of Section 12.

Section 3. Restrictions, Stipulations and Safeguards. As used in the stipulations hereinafter set forth, the term "Owner" shall refer to the owner or owners of the property described in Section 2 and their successors and assigns. Upon recording in the public records of Sarasota County, these stipulations shall be covenants running with the land. The use of the property described in Section 2 of this Ordinance, in addition to the applicable restrictions imposed by the Zoning Ordinance, is hereby further limited by and subject to the following restrictions, stipulations and safeguards:

1. The Owner shall be required to maintain the appearance and function of any private drainage facilities to be constructed on the site, including retention ponds and drainage ditches, at its own expense in accordance with applicable federal, state or local regulations. At the time of recording a plat or prior to final construction approval, the Owner shall be required to record in the public records a Notice to Purchaser, approved by Sarasota County, putting purchasers on notice that the maintenance of drainage facilities is a private responsibility.
2. Access from Fielding Lane north of the subject property shall be prohibited.
3. Fielding Lane, improved from the existing end of pavement (approximately 360 feet north of Clark Road) to the subject development's southern entrance, shall be paved to the standards outlined in Appendix D2 of the Land Development Regulations (LDR) and widened to a minimum of 22 feet with 11-foot wide travel lanes.
4. In accordance with Policy 5.6.5 of the Environment Chapter of *Apoxsee*, during development of the subject property, all nuisance/invasive and exotic plant species shall be removed from the site. Replacement of nuisance/invasive and exotic vegetation with native or ornamental plant species shall be consistent with landscape buffer requirements. Any nuisance/invasive and exotic vegetation removed from preserve areas shall be replaced with native plant species as part of an approved resource management plan. All removed vegetation shall be disposed of in a County-approved landfill or by another method approved by Resource Protection.
5. In accordance with Policy 5.4.3 of the Environment Chapter of *Apoxsee*, prior to or concurrent with submittal of site and development plans, a listed species survey shall be conducted at the subject property, using recognized sampling techniques to identify endangered, threatened, and species of

special concern. Results shall be forwarded to Resource Protection and shall include a site plan overlaid with survey transect, locations of all identified burrows, nests, or other evidence of listed species, and details of the methodology used to conduct the surveys. In addition, Resource Protection shall be provided with all documentation from appropriate regulatory agencies regarding listed species issues associated with the site.

- 6. The Master Surface Water Management Plans shall be consistent with the Phillippi Creek and Catfish Creek Basin Master Plans.
- 7. The maximum number of dwelling units on the subject parcel shall be 60.
- 8. The 10' public drainage easement along the southerly boundary of Covington Place Subdivision, which accommodates drainage from the easterly portion of the subject parcel, shall be piped from the subject parcel to the existing stormwater system in the Gantt Road right-of-way.

Section 4. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgment from the Office of the Secretary of State of Florida that this Ordinance has been filed with said office.

PASSED AND DULY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, this 4th day of November, A.D., 2003.

SEAL
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

Jason Hall
Chairman

ATTEST:

KAREN E. RUSHING, Clerk of
the Circuit Court and Ex-
Officio Clerk of the Board of
County Commissioners of
Sarasota County, Florida.

By: *Karen E. Rushing*
Deputy Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA
I HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL FILES
IN THIS OFFICE WITNESS MY HAND AND SEAL

SEAL THIS DATE 11/4/03
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT
EX-OFFICIO CLERK TO THE BOARD OF COUNTY
COMMISSIONERS, SARASOTA COUNTY, FLORIDA
By: *Karen E. Rushing*
DEPUTY CLERK

91125570

** OFFICIAL RECORDS **
BOOK 2350
PAGE 2372

Prepared by:
ROBERT P. ROSIN, ESQUIRE
ROBERT P. ROSIN, CHARTERED
P. O. Box 40
Sarasota, FL 34230

EASEMENT FOR INGRESS AND EGRESS

This easement for ingress and egress dated the last date above the respective signatures of Dudley V. Marten and Betty M. Marten, husband and wife, Ronald E. Hess, joined by his wife, Gay W. Hess, Phyllis L. Thixtun, widow and surviving spouse of Ernest C. Thixtun, Iverson M. Barbree and Audrey W. Barbree, husband and wife, and John D. Roberts and Lois B. Roberts, husband and wife, all collectively referred herein as "Grantors".

WHEREAS, Grantors, Dudley V. Marten and Betty M. Marten, husband and wife, are seized in fee simple of an estate consisting of a parcel of real property in Sarasota County, Florida, more particularly described as follows, to-wit:

All that part of Tract 4, Block 3, of SARASOTA-VENICE CO., SUB., of Section 12, Township 37 South, Range 18 East, as per plat thereof recorded in Plat Book A, Page 68, Sarasota County Public Records lying within the following boundary and known as Parcel #16, Wood Ranch Estates:

Commence at the NW corner of Section 12, Township 37 South, Range 18 East; thence South 0 degrees, 03'29" W along the West line of Section 12, 2705.61' to the W 1/4 corner of said Section 12; thence S 89 degrees, 36'17" E, along the quarter-section line, 1005.33'; thence South 0 degrees, 04'18" West 15.00' to the South line of a 30.00' R/W for Ashton Road for a Point of Beginning; thence South 89 degrees, 36'17" E. along said R/W line a distance of 335.21' to the East line of Tract 4; thence S 0 degrees, 05'25" W along said East line a distance of 667.10'; thence N 89 degrees, 41'27" W a distance of 335.00'; thence N 0 degrees, 04'18" E a distance of 667.61' to the point of beginning, and known according to the present system of numbering street addresses in Sarasota County, Florida, as 5508 Ashton Road, Sarasota, Florida 34233; and

WHEREAS, Grantors, Ronald E. Hess, joined by his wife, Gay W. Hess, are seized in fee simple of an estate consisting of a parcel of real property in Sarasota County, Florida, more particularly described as follows, to-wit:

All that part of Tract 3, Block 3, of SARASOTA-VENICE CO., SUB., of Section 12, Township 37 South, Range 18 East, as per plat thereof recorded in Plat Book A, Page

33.00
4.50

68, Sarasota County Public Records lying within the following boundary and known as Parcel #17, Wood Ranch Estates:

Commence at the NW corner of Section 12, Township 37 South, Range 18 East; thence South 0 degrees, 03'29" W along the West line of Section 12, 2705.61' to the W 1/4 corner of said Section 12; thence S 89 degrees, 36'17" E, along the quarter-section line, 1340.54'; thence South 0 degrees, 05'25" West along the West line of Tract 3, 15.00' to the South line of a 30.00' R/W for Ashton Road for a Point of Beginning; thence South 89 degrees, 36'17" E along said South R/W line, a distance of 335.22'; thence S 0 degrees, 06'33" W a distance of 666.60'; thence N 89 degrees, 41'27" W a distance of 334.99' to the West line of Tract 3; thence N 0 degrees, 05'25" E along the West line a distance of 667.10' to the point of beginning, and known according to the present system of numbering street addresses in Sarasota County, Florida, as 5550 Ashton Road, Sarasota, Florida 34233; and

WHEREAS, Grantor, Phyllis L. Thixtun, widow and surviving spouse of Ernest C. Thixtun, is seized in fee simple of an estate consisting of a parcel of real property in Sarasota County, Florida, more particularly described as follows, to-wit:

All that part of Tract 4, Block 3, of SARASOTA-VENICE CO., SUB., of Section 12, Township 37 South, Range 18 East, as per plat thereof recorded in Plat Book A, Page 68, Sarasota County Public Records lying within the following boundary and known as Parcel #21, Wood Ranch Estates:

Commence at the NW corner of Section 12, Township 37 South, Range 18 East; thence South 0 degrees, 03'29" W along the West line of Section 12, 2705.61' to the W 1/4 corner of said Section 12; thence S 89 degrees, 36'17" E, along the quarter-section line, 670.43'; thence South 0 degrees, 03'10" West along the West line of Tract 4, Block 3, 683.11' for a point of beginning; thence South 89 degrees, 41'27" E a distance of 669.99' to the East line of said Tract 4; thence South 0 degrees, 05'25" West, along the East line, a distance of 333.55'; thence N 89 degrees, 44'03" West, 669.77 feet to the aforesaid West line of Tract 4; thence N 0 degrees, 03'10" E, 334.66' to the Point of Beginning, and known according to the present system of numbering street addresses in Sarasota County, Florida, as 5530 Ashton Road, Sarasota, Florida 34233 and as 5530 Fielding Lane, Sarasota, Florida 34233; and

WHEREAS, Grantors, Iverson M. Barbree and Audrey W. Barbree, husband and wife, are seized in fee simple of an estate consisting of a parcel of real property in Sarasota County, Florida, more particularly described as follows, to-wit:

All that part of Tract 4, Block 3, of SARASOTA-VENICE CO., SUB., of Section 12, Township 37 South, Range 18 East, as per plat thereof recorded in Plat Book A, Page 68, Sarasota County Public Records lying within the following boundary and known as Parcel #22, Wood Ranch Estates:

Commence at the NW corner of Section 12, Township 37 South, Range 18 East; thence South 0 degrees, 03'29" W along the West line of Section 12, 2705.61' to the W 1/4 corner of said Section 12; thence S 89 degrees, 36'17" E, along the quarter-section line, 670.43'; thence South 0 degrees, 03'10" West along the West line of Tract 4, of Block 3, 1017.17' for a Point of Beginning; thence South 89 degrees, 44'03" E 669.77' to the East line of Tract 4; thence S 0 degrees, 05'25" W along said East line a distance of 333.56'; thence N 89 degrees, 46'38" W, 669.55' to the West line of said Tract 4; thence N 0 degrees, 03'10" E along said West line, 334.07' to the Point of Beginning, and known according to the present system of numbering street addresses in Sarasota County, Florida, as 5540 Ashton Road, Sarasota, Florida 34233 and also known as 5540 Fielding Lane; and

WHEREAS, Grantors, John D. Roberts and Lois B. Roberts, husband and wife, are seized in fee simple of an estate consisting of a parcel of real property in Sarasota County, Florida, more particularly described as follows, to-wit:

All that part of Tract 3, Block 3, of SARASOTA-VENICE CO., SUB., of Section 12, Township 37 South, Range 18 East, as per plat thereof recorded in Plat Book A, Page 68, Sarasota County Public Records lying within the following boundary and known as Parcel #23 and 24, Wood Ranch Estates:

Commence at the NW corner of Section 12, Township 37 South, Range 18 East; thence South 0 degrees, 03'29" W along the West line of Section 12, 2705.61' to the W 1/4 corner of said Section 12; thence S 89 degrees, 36'17" E, along the quarter-section line, 1340.54'; thence South 0 degrees, 05'25" West along the West line of said Tract 3, 682.10' for a Point of Beginning; thence South 89 degrees, 41'27" E a distance of 669.99' to the East line of said Tract 3; thence S 0 degrees, 07'40" W along said

East line a distance of 666.09' to the SE corner of said Tract 3; thence N 89 degrees, 46'38" W, along the South line of said Tract 3 a distance of 669.55' to its SW corner; thence N 0 degrees, 05'25" E along the West line of said Tract 3, 667.11' to the Point of Beginning, and known according to the present system of numbering street addresses in Sarasota County, Florida, as 5555 Fielding Lane, Sarasota, Florida 34233 and as 5555 Ashton Road; and

WHEREAS, Grantors, by this instrument, intend to create a common easement for ingress and egress between the adjoining parcels of real property owned by them earlier referred to herein for the benefit of each of them which consists of a parcel of real property in Sarasota County, Florida, more particularly described as follows, to-wit:

Commence at the NW corner of Section 12, Township 37 South, Range 18 East, thence South 0 degrees, 03'29" West along the West line of Section 12, 2705.61' feet to the West 1/4 corner of said Section 12; thence South 89 degrees, 36'17" E along said quarter-section line, 1340.54'; thence South 0 degrees, 05'25" West along the West line of Tract 3, a distance of 15.00' to the South line of a 30.00' R/W for Ashton Road for a Point of Beginning; thence South 89 degrees, 36'17" East along said R/W line of Ashton Road a distance of 25.00' to a point; thence South 0 degrees, 05'25" W a distance of 1334.21' to a point; thence N 89 degrees, 46'38" W a distance of 50.00'; thence N 0 degrees 05'25" E a distance of 1334.21' to a point; thence S 89 degrees, 36'17" E a distance of 25.00' to the Point of Beginning.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and/or conditions hereinafter contained herein, it is agreed as follows:

1. All of the recitals heretofore contained in this Easement are true and correct and incorporated herein as if set out in haec verba.
2. Grantors grant, bargain, sell and convey collectively to one another, an Easement in Sarasota County, Florida, described as follows, to-wit:

Commence at the NW corner of Section 12, Township 37 South, Range 18 East, thence South 0 degrees, 03'29" West along the West line of Section 12, 2705.61' feet to the West 1/4 corner of said Section 12; thence South 89 degrees, 36'17" E along said quarter-section line, 1340.54'; thence South 0 degrees, 05'25" West along the West line of Tract 3, a distance of 15.00' to the South

line of a 30' R/W for Ashton Road for a Point of Beginning; thence South 89 degrees, 36'17" East along said R/W line of Ashton Road a distance of 25.00' to a point; thence South 0 degrees, 05'25" W a distance of 1334.21' to a point; thence N 89 degrees, 46'38" W a distance of 50.00'; thence N 0 degrees 05'25" E a distance of 1334.21' to a point; thence S 89 degrees, 36'17" E a distance of 25.00' to the Point of Beginning.

3. This Easement is 50 foot in width and 1334.21 feet in length over what is presently commonly known as Fielding Lane extending south from Ashton Road in Sarasota, Sarasota County, Florida, and is for the common use and benefit of Grantors, their heirs, successors, and assigns for the use and benefit of their adjoining property and appurtenances thereto or any portion thereof.

4. Grantors, Dudley V. Marten and Betty M. Marten, husband and wife, Ronald E. Hess, joined by his wife, Gay W. Hess, nor their heirs, successors, or assigns, shall be responsible for the cost of repair and maintenance on the easement herein created, and such cost of repair and maintenance of the easement created herein, shall be responsibility of all other Grantors herein, their heirs, personal representatives, and assigns, allocated twenty-five percent (25%) each to the parcel owners from time to time of Parcel Nos. 21, 22, 23, and 24 of Wood Ranch Estates, earlier described herein.

5. The easement created herein is superior and paramount to the rights of the Grantors severally to this agreement in the respective subservient estates so created and Grantors further agree that this is a covenant that shall run with the land, and shall be binding upon them, and all persons claiming by, under or through any of them which language shall include all and any successors in title to Grantors.

IN WITNESS WHEREOF, Grantors have placed their signatures hereon the respective date above their signatures.

Dated this 10th day of DECEMBER, 1991.

Signed, Sealed and Delivered
In the Presence of:

Michael A. Seeger

W.A. Seeger

Dudley V. Marten
DUDLEY V. MARTEN

Betty M. Marten
BETTY M. MARTEN

Signed, Sealed and Delivered
In the Presence of:

Mary Ann Logan
Alex D. Frank

Ronald E. Hess
RONALD E. HESS
Gay W. Hess
GAY W. HESS

Signed, Sealed and Delivered
In the Presence of:

Michael A. Seegers
W.A. Seegers, Jr.

Phyllis L. Thixton
PHYLLIS L. THIXTON

Signed, Sealed and Delivered
In the Presence of:

Michael A. Seegers
W.A. Seegers, Jr.

Iverson M. Barbree
IVERSON M. BARBREE
Audrey W. Barbree
AUDREY W. BARBREE

Signed, Sealed and Delivered
In the Presence of:

Michael A. Seegers
W.A. Seegers, Jr.

John D. Roberts
JOHN D. ROBERTS
Lois B. Roberts
LOIS B. ROBERTS

STATE OF FLORIDA
COUNTY OF Sarasota

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DUDLEY V. MARTEN and BETTY M. MARTEN, husband and wife, to me well known to be the persons described in and who executed the foregoing Easement, and they acknowledged before me that they executed the same for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this, the 29th day of November, 1991.

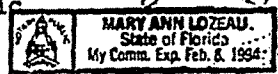
Paul J. [Signature]
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA AT LAZOS
MY COMMISSION EXPIRES NOVEMBER 21, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONALD E. HESS and GAY W. HESS, husband and wife, to me well known to be the persons described in and who executed the foregoing Easement, and they acknowledged before me that they executed the same for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this, the 10th day of December, 1991.

Mary Ann Lozeau
Notary Public


My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PHYLLIS L. THIXTON, to me well known to be the person described in and who executed the foregoing Easement, and she acknowledged before me that she executed the same for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this, the 27th day of November, 1991.

David J. Jones
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 21, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared IVERSON M. BARBREE and AUDREY W. BARBREE, husband and wife, to me well known to be the persons described in and who executed the foregoing Easement, and they acknowledged before me that they executed the same for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State aforesaid, this, the 29th day of November, 1991.

David J. Jones
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 21, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN D. ROBERTS and LOIS B. ROBERTS, husband and wife, to me well known to be the persons described in and who executed the foregoing Easement, and they acknowledged before me that they executed the same for the uses and purposes therein mentioned.

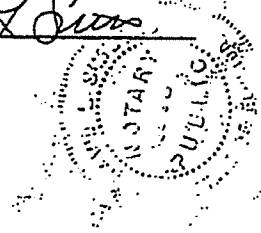
WITNESS my hand and official seal in the County and State aforesaid, this, the 29th day of November, 1991.

Edward L. Egan

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 21, 1993
BONDOLTELL HENNINGBERRY & ASSOCIATES



RECORDED IN OFFICIAL
RECORDS
RECORDED & VERIFIED
DEC 11 2 23 PM '91
KANG SHING
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL.