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**DECLARATION
OF
PROTECTIVE COVENANTS
FOR
MARSHALL'S
LANDING**

ACCEPTED IN OPEN SESSION

OCT 23 2007

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

DECLARATION
OF
PROTECTIVE COVENANTS
FOR
MARSHALL'S LANDING

This Declaration is made as of the 27th day of September 2007, by **BRADEN RIVER INVESTMENTS, LLC**, a Florida limited liability company (the "Declarant").

WITNESSETH

WHEREAS, Declarant owns certain real property in Manatee County, Florida, on which it intends to establish a planned residential development, to be known and identified as Marshall's Landing ("Marshall's Landing"); and

WHEREAS, Declarant establishes and executes this Declaration in order to regulate, govern, and provide for the use, occupancy, and operation of Marshall's Landing, and to support and maintain the quality of the Subdivision, and property values, and to assist in establishing Marshall's Landing as a community; and

WHEREAS, Declarant owns the Property (hereinafter defined), which is hereby submitted to the terms of this Declaration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant, for itself, its successors, assigns and grantees, hereby declares that the Property, and additions thereto made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, limitations, terms, obligations, charges and liens hereinafter set forth.

ARTICLE 1
DEFINITIONS

The recitals contained hereinabove are true and correct and are incorporated herein by reference. The following words and terms, when used in this Declaration, or in any amendment, supplement or exhibit thereto, shall, unless the context clearly otherwise indicates, have the following meanings. Other capitalized terms, if any, shall have the meanings given them in the section wherein they are first defined.

1.1. "Architectural Review" means the requirements of this Declaration that certain improvements or alterations to Lots or existing Improvements must be reviewed and approved, and where the context indicates, the review and approval procedures of Article 9 of this Declaration.

1.2. "Architectural Review Committee" or "ARC" means the Board, or if the Board so determines, a committee of not fewer than three (3) persons appointed by the Board, which shall consider and act on applications for Architectural Review approval pursuant hereto. Notwithstanding the foregoing, Declarant shall act as the Architectural Review Committee prior to the Turnover Date, except for any period of time during which Declarant waives the right so to act in writing.

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1.3. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof, as they may be amended from time to time.

1.4. "Assessment" means a charge levied by the Association in accordance herewith against a Lot and its Owner. The following meanings shall be given to the following types of Assessments:

(a) "Regular Assessment" means the recurring periodic Assessment for each Owner's share of budgeted Common Expenses.

(b) "Special Assessment" means any Assessment made under the authority of this Declaration other than a Regular Assessment, typically for unusual, non-recurring, or unbudgeted Common Expenses. Special Assessments may include, but shall not necessarily be limited to, amounts reasonably necessary to supplement Regular Assessments, and amounts reasonably necessary to defray costs of acquiring, maintaining, operating, repairing, improving, or replacing Community Property.

1.5. "Association" means Marshall's Landing Community Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.6. "Board" means the Board of Directors of the Association.

1.7. "Boat Ramp" means the boat ramp and boat launching facility located in Tract "F".

1.8. "Boat Slip" means a private mooring area for a boat adjacent to a Dock.

1.9. "Buffer Area" means those areas of the Subdivision designated on the Plat or in this Declaration as a buffer or landscape buffer, typically adjacent to the outer perimeter of the Subdivision, which constitute a required buffer for development in accordance with the Governmental Approvals.

1.10. "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and made a part hereof, as they are amended from time to time.

1.11. "Capital Contribution" means a one time payment and contribution to the Association in such amount as may be set out in an agreement for sale of a Lot between Declarant and an prospective Owner, or, if so determined by Declarant, between a Builder Member and a proposed Regular Member.

1.12. "Code" means the Manatee County Land Development Code as it may have been amended effective as of the date this Declaration is recorded.

1.13. "Common Expenses" means the actual and estimated cost of the following:

(a) Maintenance, repair, replacement, ownership, improvement, and operation of the Community Property and any other area(s), to the extent the Association is responsible for the maintenance thereof pursuant to this Declaration, but excluding all Boat Slip

Expenses.

- (b) Obligations of the Association in excess of revenues, whether attributable to unpaid Assessments or Owner Charges, or otherwise.
- (c) Administration and management of the Association.
- (d) Any insurance obtained by the Association.
- (e) Reasonable reserves as determined in accordance herewith.
- (f) Any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association, or in furtherance of the purpose of the Association, or in discharge of any obligations expressly or impliedly imposed on the Association by this Declaration, or by law.
- (g) Utility charges and deposits therefore in the carrying out of Association obligations hereunder, which may include electrical service and other charges to maintain and operate street lights, irrigation, and other facilities within the Subdivision, if and to the extent such facilities are installed by Declarant or by the Association.
- (h) Principal and interest payments on any borrowed indebtedness of the Association, as well as any fees, costs, and expenses incurred with respect to such borrowing.

1.14. "Community Association Act" means Chapter 720, Florida Statutes, as it may be renumbered and amended from time to time.

1.15. "Community Documents" means this Declaration, the Articles and Bylaws, and their respective exhibits, as they may be amended from time to time.

1.16. "Community Property" means all real property and interests therein, including easements, licenses and servitudes, owned by, or granted or leased to, the Association, or the use of which has been granted to the Association, together with all improvements thereto. Community Property may also include any personal property acquired by the Association if designated Community Property.

1.17. "Completion Date" means the earlier to occur of (a) thirty (30) days after all Lots in all phases of the Subdivision have been conveyed by Declarant, or (b) that date designated by Declarant in writing.

1.18. "County" means Manatee County, Florida, a political subdivision of the State of Florida. (Where County action is contemplated hereby, that action may be taken by the agent, official or other designee as provided by the Code, as it may be amended from time to time.)

1.19. "Declarant" means Braden River Investments, LLC, a Florida limited liability company, or its successor(s) or assign(s) as such Declarant, who takes title to any portion of the Property or any other land that may be subjected to this Declaration for the purpose of

development and/or sale, and who is designated as a "Declarant" in an instrument recorded in the Public Records.

1.20. "Declaration" means this document, together with all amendments and supplements hereto, and where the context permits, all exhibits hereto.

1.21. "Deficiency" means operating expenses incurred by the Association which exceed the sum of (a) Assessments receivable from Members other than the Declarant, based on the then current adopted budget, and (b) other income of the Association, which may include Capital Contributions.

1.22. "Delinquency Charges" mean late charges, interest, costs and fees which the Association is entitled to recover pursuant to Section 5.13.

1.23. "Dock" means a Dock extending from Tract E into the Braden River or Braden River Inlet.

1.24. "District" means the Southwest Florida Water Management District.

1.25. "Eligible Holder" means an institutional holder, insurer, or guarantor of a first mortgage on a Lot which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor, and a street address of the Lot to which its mortgage relates).

1.26. "ERP" means an environmental resource permit issued with respect to the Subdivision by the District.

1.27. "Estimated Litigation Costs" means the estimated aggregate amount of legal fees and costs, including without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, costs of expert witnesses and forensic specialists, which may reasonably be expected to be incurred for prosecution to completion (including appeal) of a Non-Operational Controversy, as contained in the Opinion Letter.

1.28. "Family" or "Single Family" means one natural person, or two or more natural persons who commonly reside together as a single housekeeping unit, each of whom are related by blood, marriage or adoption to one or more of the others, or two or more natural persons who commonly reside together as a single housekeeping unit, no more than three of whom are not related by blood, marriage, or adoption to one of the others.

1.29. "Fiscal Year" means the calendar year, or such other twelve month period designated or adopted by the Board to be the Fiscal Year of the Association.

1.30. "Guest" means any person (other than the Owner and his Family (or if the Lot is subject to a Lease, the Tenant and his Family) who is physically present in, or occupies a Lot on a temporary basis at the invitation of the Owner, Tenant, or other permitted Occupant without the payment of consideration.

1.31. "Governmental Approvals" means all and singular those agreements, approvals, orders, authorizations, stipulations, conditions, permits, requirements and other development orders, issued, enacted, adopted or otherwise made applicable by any governmental agency or authority, as they may be amended from time to time, which authorize, permit, approve or otherwise regulate the development and use of the Property.

1.32. "Home" means the Permitted Improvement located upon a Lot, containing a single family residence.

1.33. "Hurricane Evacuation Plan" means that certain plan, a copy of which is attached hereto as Exhibit I, and made a part hereof, as it may be amended from time to time.

1.34. "Improvement Standards" means those mandatory standards, requirements, prohibitions and criteria for the design, construction and alteration or Improvement to a Lot, as set forth in Section 9.11 of this Declaration.

1.35. "Improvements" means buildings, garages, outbuildings, sheds or other structures, landscaping, sod, grass or other ground cover, borders, planters, wildlife feeders/baths, wind chimes, yard ornaments, trellises, statues, irrigation systems, fences, walls, tennis courts, other play and/or athletic facilities, equipment and installations, screen enclosures, pools, ponds, decks, patios, gazebos, satellite receivers, solar energy devices, decorative structures, containers or other installations, devices, equipment, or any other improvement on a Lot that will alter the appearance of the Lot or existing Improvements thereto when viewed from adjacent Lots or Community Property or an adjacent street or road.

1.36. "Lake Areas" means those Community Property lands and areas within the Subdivision that contain lakes, detention areas, or retention areas.

1.37. "Landscaped Area" means areas within Community Property containing landscaping.

1.38. "Lease" means the grant by an Owner to a Tenant of a temporary right of use and possession of the Owners Lot for valuable consideration.

1.39. "Lien Notice" means a "Notice of Lien," "Claim of Lien" or other notice filed by the Association in the Public Records setting forth the amounts claimed due the Association as to any one or more Lots and its or their Owner.

1.40. "Listed Parties" means Declarant, the District, the Association, and any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or subcontractors.

1.41. "Lot" means a discrete residential lot as reflected on the Plat

1.42. "Member" means, at any given time, every person or entity then qualified for membership in the Association. The Association has three (3) types of members:

- (a) "Builder Member" means a builder, contractor or other Owner who has purchased a Lot for the purpose of constructing improvements thereto for resale.
- (b) "Declarant Member" means the Declarant, and its successors or assigns as such Declarant, prior to the Turnover Date.
- (c) "Regular Member" means any Member other than a Builder Member or Declarant Member.

1.43. "Non-Operational Controversy" means any pending or potential Proceeding, other than an Operational Proceeding.

1.44. "Occupant" means, when used in connection with a Lot or Home, a person who is physically present in a Home on two or more consecutive days, including staying overnight. "Occupy" means the act of staying overnight in a Home.

1.45. "Open Spaces" means Community Property areas within the Subdivision that are primarily open, and often relatively unimproved.

1.46. "Operational Proceeding" means any Proceeding commenced by the Association (i) to enforce the payment of an Assessment or Owner Charge, or to foreclose a lien for an Assessment or Owner Charge, as provided for in the Declaration, or (ii) otherwise to enforce compliance with the Declaration or the Rules and Regulations by, or to obtain other relief from, any Owner, Tenant, or Occupant who has violated a provision thereof, or (iii) to construe or interpret the Community Documents or the Rules and Regulations, or (iv) to file any compulsory counterclaim or any permissive counterclaim that would be an Operational Proceeding if commenced by the Association, or (v) against a supplier, vendor, contractor or provider of services, pursuant to a contract or purchase order with the Association, and in the ordinary course of business, or (vi) to protect against any other matter when waiting to obtain the approval of the Owners as hereinafter provided will create a substantial risk of irreparable injury to the Association or its Members, or (vii) to enforce or collect any fine levied pursuant to the Bylaws, or (viii) for any other action for money damages wherein the total amount in controversy for all matters arising in connection with the action is not likely to exceed ten thousand (\$10,000.00) dollars in the aggregate.

1.47. "Opinion Letter" means the written opinion of a licensed Florida lawyer with a Martindale-Hubbell rating of "bv" or better, setting forth those matters described in Section 6.4(b)(i)(1) of this Declaration.

1.48. "Owner" means the single or multiple owner(s) of record of the fee simple title to any Lot subject to this Declaration, excluding those having such interest merely as security for the performance of an obligation, and excluding Declarant prior to the Turnover Date.

1.49. "Owner Charge" means a charge, other than an Assessment, levied by the Association in accordance herewith against a Lot and it's Owner.

1.50. "Permitted Improvements" means those Improvements to Lots authorized under

the terms of this Declaration, being those established as part of the original construction and development of the Subdivision (the "Original Improvements"), and such additions, alterations, and replacements thereof as may be authorized and implemented after Architectural Review in accordance with the terms hereof.

1.51. "Plat" means the subdivision plat(s) of the Property as recorded in the Public Records.

1.52. "Private Street" means Tract "A", as reflected on the Plat.

1.53. "Proceedings" means any pending or potential law suit, bankruptcy proceeding, administrative proceeding, arbitration, mediation or governmental proceeding.

1.54. "Prohibited Vehicles" means any oversized truck, tractor, trailer or other vehicle or equipment, which exceeds a length of twenty (20') feet or a height of seven (7') feet, or which is determined by the Board pursuant to Section 8.2(e) of this Declaration to be a Prohibited Vehicle.

1.55. "Property" means the land described on Exhibit "A", attached hereto and made a part hereof, and at any given time, all lands then subject to this Declaration in accordance with Article 2.

1.56. "Public Records" means the Public Records of Manatee County, Florida.

1.57. "Recreation Area" means a part of the Community Property that may be developed for use by Owners and Occupants for recreational purposes.

1.58. "Regulated Device" means (a) a "dish" antenna that is one meter (39.37") or less in diameter, and which is designed to receive direct television broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, or (b) an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite, or (c) an antenna that is designed to receive local television broadcast signals.

1.59. "Required Actions" means such maintenance, repairs, clearing of debris, or removal of prohibited materials, or other corrective functions that the Association may, after notice, perform pursuant to Section 8.12 hereof.

1.60. "Right of Entry" means the requirements set forth by Manatee County, as provided in Exhibit "D", attached hereto and incorporated herein, to the extent that those requirements remain effective and in force.

1.61. "Rules and Regulations" means the rules and regulations promulgated, from time to time, by the Board of Directors concerning the use of the Community Property and the Lots, and the operation of the Association.

1.62. "Standards" means such design, material and locational criteria and standards for

proposed Improvements, adopted by the ARC pursuant to Section 9.5 of this Declaration.

1.63. "Subdivision" means the Property.

1.64. "Surface Water Management System" means that stormwater management system within the Subdivision, as defined by Chapter 40D, Florida Administrative Code, including but not necessarily limited to that system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

1.65. "Surface Water Management System Facilities" means those facilities that form a part of the Surface Water Management System, and shall include, but not necessarily be limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas.

1.66. "Tenant" means a person to whom an Owner has granted a temporary right to the use and occupancy of that Owner's Lot, pursuant to a Lease.

1.67. "Turnover Date" means the earlier of the following dates:

- (a) Three (3) months after the date on which ninety (90%) percent of all Lots in all phases of the Subdivision have been conveyed; or
- (b) That date designated by Declarant in writing as the Turnover Date.

1.68. "Utilities" means electrical power, water (both potable and for irrigation purposes), sanitary sewers, garbage and trash collection and disposal, cable television and other telecommunication services, drainage, security systems, telephone and other communication systems, and all public service and convenience facilities. The Board shall have the authority to classify any service or facility not so specified herein as a Utility.

1.69. "Voting Interests" means the voting rights established in the Community Documents by which the Owners of each Lot, collectively, are entitled to one vote in Association matters.

1.70. "Wetland Area" means those areas within the Subdivision that have been, or may be, identified as jurisdictional wetlands, together with any required buffer associated therewith.

ARTICLE 2 PROPERTY

2.1. **Property Subject to Declaration.** The Property is subject to this Declaration. Additional land may be subjected to the Declaration, and thereby become a part of the Property, (a) by Declarant, without consent of the Association or anyone else prior to the Turnover Date, or

(b) by the owner of such land with the consent of (i) the Declarant prior to the Completion Date and (ii) the Association thereafter. Association consent shall require approval by the Owners of sixty-seven (67%) percent of all Lots then in the Subdivision.

2.2. Withdrawal of Property. Any property submitted to this Declaration may be withdrawn therefrom prior to the Completion Date by the Declarant, if the Declarant is the owner thereof. Upon withdrawal, such property shall no longer be a part of the Property.

2.3. Procedure for Submission. Additional lands may be subjected to this Declaration pursuant to Section 2.1 by a supplemental declaration, executed and approved as required by Section 2.1, and recorded in the Public Records.

ARTICLE 3 MEMBERSHIP IN ASSOCIATION

3.1. Membership. Membership is appurtenant to the ownership of a Lot and terminates upon the termination of an Owner's interest in a Lot. Each Owner accepts membership and agrees to be bound by this Declaration, the Articles and By-Laws, respectively, and the rules and regulations adopted pursuant thereto. There shall be no other Members except the Declarant (prior to the Turnover Date).

3.2. Voting Rights. There are three types of membership, Regular Membership, Builder Membership and Declarant Membership. Regular Members are all Owners other than the Builder Members and the Declarant. Regular Members and Builder Members are entitled to one vote for each Lot in which such Members hold an ownership interest. There is one vote for each Lot. Declarant Members are the Declarant and any successor or assignee of Declarant having an interest in the Subdivision for the purpose of development and sale. The Declarant has three times the total number of votes held by Regular Members and Builder Members, plus one. If there is more than one Declarant Member, they shall divide and apportion their votes as they may agree. Declarant Membership shall terminate on the Turnover Date. After the Turnover Date, Declarant Members who then own Lot(s) shall become Regular Members.

3.3. Control of Board. The Declarant shall have the right to designate, appoint and remove all members of the Board prior to the Turnover Date. For all elections for the Board as of the Turnover Date and thereafter, a majority of the Board shall be elected by Members other than Declarant and Builder Members. Of the remaining members of the Board, the Declarant is entitled to elect or appoint at least one member of the Board so long as the Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Subdivision. Directors designated by Declarant need not be Members.

ARTICLE 4 COMMUNITY PROPERTY

4.1. General Description of Community Property. The Community Property will include such real property and interests therein, with any improvements thereto, including easements, rights of way, licenses, use rights and servitudes, and items of tangible personal property, (a) that are now or may hereinafter be specifically set aside, designated, reserved, granted, assigned, transferred or deeded to the Association, or (b) that some use thereof or right

therein is made available to the Association and/or its Members, or (c) that is otherwise established and designated as Community Property by Declarant, or by others with the written consent of Declarant prior to the Completion Date, and with the written consent of the Association thereafter. Community Property may also be acquired by the Association after the Completion Date. Community Property shall include, but is not necessarily limited to, those ownership and other interests, improvements, systems, facilities, items and other things described as Community Property in this Declaration or any Supplemental Declaration or amendment hereto, or so designated on the Plat or in any instrument establishing, transferring or creating such interest or right.

4.2. Development, Identification and Addition of Community Property. Community Property located within, or associated with, the Property is described in this Declaration as originally recorded. Additional Community Property, or extensions to or enlargements of existing Community Property, may be located within, or be associated with, additional lands submitted, if any.

4.3 Uses and Purposes of Community Property. The Subdivision may contain, or have associated with it, Community Property intended or developed primarily for specific uses and purposes, as initially established by the Declarant. The Community Property shall be maintained by the Association. The primary uses and purposes initially established shall in no event preclude Community Property from having other or ancillary uses or purposes, nor shall it limit the rights of Declarant, prior to the Completion Date, and the Association thereafter, from providing additional uses of Community Property consistent with its primary use and purposes, the Governmental Approvals and this Declaration.

(a) Wetland Areas. Wetland Areas are post-development jurisdictional wetland, buffer, and upland preservation areas, as determined in accordance with the Governmental Approvals. Wetland Areas may be reflected on the Plat as a "Conservation Easement," or otherwise designated as a Wetland Area or a conservation area. Wetland Areas must be preserved as such by the Association in accordance with the Governmental Approvals and other applicable laws, rules and regulations, the terms of any conservation easement applicable thereto, and the terms of this Declaration.

(b) Lake Areas. The Lake Areas shall typically contain lakes, detention areas or retention areas that form a part of the Surface Water Management System Facilities, and shall be preserved and maintained for such purpose by the Association in accordance with the Governmental Approvals, and the terms of this Declaration.

(c) Buffer Areas. Buffer Areas shall be maintained largely in their natural state, shall provide a buffer and passive recreational opportunity for residents of the Subdivision for walking, shall provide access to the Docks and Boat Slips, if constructed, and afford views of the river. Buffer areas may not be developed except as may be expressly permitted by the Governmental Approvals.

(d) Landscaped Areas. Landscaped Areas may be located throughout the Subdivision, whether on Community Property or a Community Property easement, and provide a visual amenity and enhancement to the Subdivision, and in some instances comply with the requirements of the Governmental Approvals. The Association shall

maintain the Landscaped Areas in a good condition, with the expense thereof being a Common Expense. No Landscaped Area may be altered in contravention of the Governmental Approvals. Community Property devoted to other purposes may contain Landscaped Areas as a part thereof.

(e) **Surface Water Management System Facilities.** The Surface Water Management Facilities are located on land that is designated Community Property pursuant to this Declaration, are located on land that is owned by the Association, or located on land that is subject to an easement in favor of the Association and its successors. All such land, interests in land, and facilities that form a part of the Surface Water Management System shall be Community Property.

(f) **Open Spaces.** Open Spaces may be left substantially in their natural state, and be available for passive use such as walking and hiking and exercise, but may also be used to provide access to other Community Property for maintenance or other purposes. Open Space may be combined with Landscaped Areas, and serve as a visual amenity for the Subdivision.

(g) **Irrigation System and Easement.** There will be a Community Irrigation System and a Community Property irrigation easement across all Lots for the purpose of establishing, operating and maintaining a Community landscape irrigation system irrigating the Community Property and the Lots. All components of the irrigation system shall be considered Community Property.

(h) **Boat Ramp.** The Boat Ramp shall provide a boat launching facility, limited, however, to canoes and kayaks, for Occupants of Marshall's Landing.

(i) **Docks and Boat Slips.** Docks and Boat Slips, including all utilities established by the Developer or the Association for use by the Owners who enter into leases with the Association for exclusive use of the Boat Slips and docks, if constructed, pursuant to this Declaration, shall be Community Property.

(j) **Private Street.** The Private Road located in Tract "A", including other facilities located in Tract "A", if established by the Developer or the Association, such as sidewalks, street lighting, gated entry, together with all private utilities, shall be deemed Community Property.

(j) **Other Easements.** Any other easements or other use rights granted to the Association, including those private easements reflected on the Plat, or in other instruments, which easements are granted or reserved either to the Association, to the Declarant and subsequently assigned to the Association, or which are appurtenant to the Subdivision, or parts thereof.

Community Property areas may be developed or used for more than one use or purpose. For example, certain tracts of Community Property may include a Lake Area, Landscaped Areas, and other parts of other Surface Water Management System Facilities or, a Community Property tract may contain Open Spaces and portions of a Lake Area. For such Community Property committed to multiple uses or purposes, all restrictions and requirements for each designated use or purpose

shall apply, and in the event of any conflict, the more restrictive provision shall apply.

4.4. Community Property. Community Property located within, or associated with, the Subdivision is as follows:

- (a) Tracts A, B, C, D, E, and F, together with all structures, systems, equipment, and facilities, which also constitute Community Property located therein.
 - (b) All private utilities, including appurtenant and ancillary equipment related thereto, such as lift stations, pumps, pipes, drainage structures, wells, etc... that service the Subdivision.
 - (c) Surface Water Management System Facilities located within the Subdivision.
 - (d) Entrance Facilities. The Entrance to the subdivision, from State Road 70 Road, may contain signage, lighting, landscaping, walls, fences, posts, or other architectural features, electrical and other utility installations and facilities, irrigation systems, and facilities for controlled access, including a gate. *NO CONTROLLED OR RESTRICTED ACCESS SHALL BE DEEMED A SECURITY SERVICE OR FACILITY, AND NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATION THAT ANY RESTRICTED ACCESS FEATURE PROVIDES ANY EFFECTIVE BARRIER TO POTENTIAL INTRUDERS. RESTRICTED ACCESS IS INTENDED TO ENHANCE THE AMBIANCE OF THE SUBDIVISION, AND TO PROVIDE A MEASURE OF CONTROL ON PUBLIC VEHICULAR ACCESS ONLY.*
- The private road entry gate, if constructed, sidewalks, street and exterior lighting, signage that serve and are located within the Subdivision.
- (e) All easements designated as Community Property, whether on the Plat, in this Declaration, or otherwise.
 - (f) The irrigation system serving the Lots and Community Property
 - (g) Docks and Boat Slips with related utilities, if added.

4.5. Members' Easement of Enjoyment. Declarant grants to each Owner a non-exclusive right and easement of the use, access, and enjoyment in and to the Community Property for its intended purposes, subject, however, to the leasing by the Association of the exclusive use rights to a Boat Slip to an individual Owner and his Lot. Said easement is appurtenant to, and passes with such Owner's Lot. An Owner may delegate and extend his right of use and enjoyment of the Community Property to the members of his Family, and, with respect to a Lot subject to Lease, to the Tenant, and their respective invitees, or social Guests, subject to this Declaration. No Owner may exempt himself from personal liability for Assessments or Owner Charges, nor release the Lot owned by him from the liens and charges for such Assessments and Owner Charges by waiver of the use and enjoyment of the Community Property, or the non-use thereof, or by abandonment of his Lot. The rights and easements of enjoyment in the Community Property are subject to reasonable rules and regulations governing the use of the Community Property adopted by the Board pursuant hereto, the terms of this Declaration, the Governmental Approvals, the rights of County and other governmental agencies having jurisdiction.

4.6. Title to Community Property. Declarant agrees that it will transfer all existing Community Property to the Association no later than ninety (90) days after the Turnover Date, such transfer to be free and clear of all liens and encumbrances, except ad valorem taxes for the year in which the transfer takes place, the provisions of this Declaration, and easements, other rights and reservations of record. Any conveyance shall be by fee simple deed, and the Association agrees to accept such deed. Declarant shall not be obligated to provide any title insurance or a survey of the Community Property. Prior to such transfer, Declarant may retain ownership of any and all parts of the Community Property, subject to the Members' easement of use and enjoyment, and may encumber all or any part thereof by such mortgages as Declarant may determine. Notwithstanding retained ownership by Declarant, the Association shall be required to carry out its maintenance and other responsibilities with respect to such parts of the Community Property as have been made available for the use of the Members. Notwithstanding the foregoing, Declarant shall transfer and release to the Association the Docks and Boat Slips as provided in Article 12.

ARTICLE 5 ASSESSMENTS AND OWNER CHARGES

5.1. Personal Obligation and Lien for Assessments.

(a) Personal Obligation. Each Owner covenants and agrees to pay to the Association all Assessments levied with respect to each Lot in which such Owner has an ownership interest. Each Assessment, together with Delinquency Charges levied with respect thereto, is the personal obligation of the Owner of a Lot at the time when the Assessment is due and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. Additionally, an Owner is jointly and severally liable with the previous Owner of a Lot for all unpaid Assessments (and applicable Delinquency Charges) that come due up to the time of transfer of title to the Lot. This liability is without prejudice to any rights and obligations the successive Owners may have for the ultimate allocation of liability between them in accordance with any agreements they may have.

(b) Lien. The Association has a lien on each Lot to secure the payment of all Assessments levied with respect to such Lot, together with Delinquency Charges thereon. Except as otherwise provided in Section 5.12, the lien of the Association is effective from, and shall relate back to, the date upon which this Declaration is recorded in the Public Records, with respect to the Initial Property, and the date a Supplemental Declaration submitting additional property is recorded in the Public Records with respect to Lots subjected to this Declaration thereby. The Association may record in the Public Records a Lien Notice setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such Lien Notice shall not, however, be required in order for the continuing lien for Assessments to be valid, provided that the recording of such Lien Notice may determine the priority of such lien. The Lien Notice shall secure all unpaid Assessments which are then due and which may accrue subsequent to the recording of the Lien Notice, and prior to the entry of a certificate of title, as well as all Delinquency Charges.

5.2. Purposes of Assessments. Assessments levied by the Association shall be used

only for the purposes set forth in this Declaration, the Articles and Bylaws.

5.3. Budget. For each Fiscal Year, the Board shall prepare and adopt an annual budget reflecting the estimated revenues and expenses for the Fiscal Year and the estimated surplus or deficit as of the end of the year immediately preceding the Fiscal Year. The budget shall include any amounts established for reserves and may include reasonable contingency funds. The budget shall set out separately all fees or charges for recreational amenities, if any, whether owned by the Association, Declarant or others. Each Member shall be provided either with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. A copy of a budget must be provided within ten (10) business days after receipt of a written request by the Association. The budget shall be adopted not later than thirty (30) days prior to the beginning of each Fiscal Year. Estimated revenues shall include the proposed Regular Assessments and Boat Slip Rental Fees, if applicable. Failure of the Board to prepare, submit or adopt a budget in a timely manner or as otherwise provided herein shall not affect the validity of the budget once adopted, nor any Assessment adopted by the Board.

5.4. Regular Assessments. Upon adoption of the annual budgets, the Board shall levy an annual Regular Assessment against each Lot subject to assessment in the amount required by the budget. The Board shall also determine the time and manner of payment of the Regular Assessment. Written notice of the Regular Assessment shall be sent to every Owner. Each Owner shall thereafter pay the Regular Assessment to the Association at such times and in such installments as may be established by the Board and set forth in such notice. If the Regular Assessment is payable in installments, it shall not be necessary to send a notice to each Owner for each installment, a single notice being sufficient.

5.5. Special Assessments. In addition to the recurring Regular Assessment, the Association may levy such Special Assessments as are determined to be necessary or desirable in carrying out its responsibilities and duties under this Declaration. The amount and purpose of all Special Assessments shall be established by the Board, unless otherwise provided. All Special Assessments shall be due and payable at such times and in such installments as may be determined by the Board. No Special Assessment for improvements to, rather than maintenance of, the Community Property may be levied unless approved by two-thirds of the total Voting Interests. The Declarant shall not be liable for any Special Assessment prior to the Completion Date, unless the Declarant consents thereto in writing.

5.6. Sharing of Common Expense. Each Lot in the Subdivision shall bear an equal share of the Common Expense. All Assessments shall be levied in the proportion by which the Lots share the Common Expense.

5.7. Commencement of Regular Assessments. Regular Assessments shall commence effective as of the first day of the month immediately following the month in which the Declaration is recorded in the Public Records.

5.8. Owner Charges. Owner Charges shall be levied by the Board against a Lot and its Owner in the following circumstances: (a) to reimburse the Association for costs incurred in bringing the Owner of such Lot into compliance with the Community Documents or Rules and Regulations promulgated pursuant thereto, (b) if the Association provides materials or services

that benefit individual Lots, but which can be accepted or not by the Owner, then the amount paid or incurred by the Association on behalf of an Owner accepting or subscribing to such material or service shall be an Owner Charge against such Owner and his Lot, (c) for the annual Boat Slip Fee; and (d) to reimburse the Association for costs incurred by the Association in maintaining or operating designated property or facilities determined by Declarant to be a special benefit to a group or category of Owners and their Lots, so that certain Owners and Lots are required by this Declaration to pay costs so incurred by the Association. Each Owner covenants and agrees to pay to the Association all Owner Charges levied with respect to each Lot in which such Owner has an ownership interest. Each Owner Charge, together with Delinquency Charges with respect thereto, is the personal obligation of the Owner of a Lot at the time an Owner Charge is due, and remains the personal obligation of such Owner notwithstanding that such Owner may no longer own such Lot. An Owner is jointly and severally liable with the previous Owner for unpaid Owner Charges (and applicable Delinquency Charges) that came due prior to the transfer of title. Owner Charges shall be a charge on the land and a continuing lien upon the Lot with respect to which the Owner Charge was levied, in the same manner as provided generally for liability for, and the lien of, Assessments as set forth in Section 5.1, provided, however, that no Owner Charge shall become a lien if and to the extent same may be prohibited by the Community Association Act, as it may be amended from time to time. Likewise, the Association may record a "Lien Notice" with respect to Owner Charges in the same manner as provided for Assessments in Section 5.1.

5.9. Certificate of Payment. The Association shall, upon request, furnish to any Owner a certificate in writing signed by an officer or authorized agent setting forth whether the Assessments and Owner Charges on a specified Lot have been paid, and the date and amount, if known, of the next Assessments or installments coming due, together with the amount of any Delinquency Charges. Such certificate shall be conclusive evidence of payment of any Assessment and Owner Charge therein stated to have been paid as to third parties without notice of facts to the contrary. Such certificate shall not, however, release any person liable for an Assessment or Owner Charge, notwithstanding any error in such certificate.

5.10. Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts for such purposes and in such categories as are determined by the Board.

5.11. No Offsets. All Assessments and Owner Charges shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its authorities and carrying out its responsibilities as provided in this Declaration.

5.12. Rights of Mortgagees. Assessments and Owner Charges against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein. The lien of all Assessments and Owner Charges provided for herein which accrue and become due and payable with respect to any Lot after a first mortgage is recorded with respect thereto, but prior to the transfer or conveyance of title as a result of a foreclosure or a conveyance in lieu of such foreclosure, shall be subordinate to the lien of such first mortgage, except for any such Assessments or Owner Charges that are secured by a Lien Notice recorded in the Public Records prior to the recordation of such first mortgage. As to mortgages other than first mortgages of record, the lien of the Association for Assessments and Owner Charges is superior

to the lien of such mortgage.

5.13. Delinquency Charges. All Assessments, Owner Charges and other amounts due the Association pursuant to this Declaration that are not paid within 15 days of the due date shall thereafter bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. Further, if any Assessment or Owner Charge is not paid within 15 days of its due date, then a late charge shall be levied. The initial late charge shall be \$50.00. The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration such factors as the Board deems applicable in its discretion including, by way of illustration and not limitation, changes in economic indexes such as the consumer price index, the costs reasonably expected to be incurred by the Association as a result of following up such delinquency, and the effectiveness of such late charge in assuring prompt and timely payment of Assessments and Owner Charges. The liens in favor of the Association shall secure the amount of the Assessment or Owner Charge, as applicable, all interest accruing thereon, late charges and all costs incident to the collection thereof including a reasonable attorney's fee, whether enforced by suit or otherwise and, if by suit, whether at trial or any appellate level, and including fees for paralegals. The Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the Assessment or Owner Charge as to which they apply.

5.14. Remedies of Association Upon Non-Payment. If any Assessment, Owner Charge, or installment thereof, is not paid within 15 days after the due date specified by the Board, then such Assessment or Owner Charge (including the full amount of any such Assessment or Owner Charge accelerated by the Board in accordance with the Bylaws) shall be delinquent and shall, together with Delinquency Charges with respect thereto, be a continuing lien on the Lot against which such Assessment or Owner Charge was levied, binding the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. Prior to bringing an action for foreclosure of a lien, the Association shall record a Lien Notice among the Public Records, unless in the opinion of the Board recording such notice is contrary to or prohibited by any then existing court order, statute or rule. A copy of such Lien Notice, whether recorded or not, shall be sent to the then Owner by United States mail, either certified or registered, return receipt requested at the Owner's address on the Association's records. Failure of the Association to obtain a receipt shall not prevent enforcement of a lien. If such Assessments or Owner Charges, together with Delinquency Charges with respect thereto, are not paid in full within thirty (30) days after the date such Lien Notice is deposited in the United States mails, then thereafter the Association may institute suit to foreclose its lien. The recorded Lien Notice shall secure not only the Assessments, Owner Charges and Delinquency Charges reflected therein, but all unpaid Assessments and Owner Charges, and Delinquency Charges with respect to all such amounts, which may accrue subsequent to the recordation of such Lien Notice and prior to the entry of a final judgment of foreclosure. The Association may at any time bring an action at law with respect to any Assessments or Owner Charges and Delinquency Charges then due and payable but which have not been paid. Upon the timely payment or other satisfaction of all amounts specified in a Lien Notice and all other Assessments, Owner Charges and amounts which have become due and payable with respect to such Lot as to which such Lien Notice was recorded, together with Delinquency Charges as may be applicable, the Association shall furnish a release of such Lien Notice in recordable form, but shall not be responsible for the cost of recording.

5.15. Declarant Assessment.

(a) **Generally.** Declarant is obligated to pay the Deficiency. Notwithstanding any provision of this Declaration, the Articles or Bylaws to the contrary, Declarant shall not be obligated for, nor subject to, any Assessment or other charges for any Lot that it may own, for the period of time beginning on the date such Lot becomes subject to Assessments, and ending when the Declarant's obligation to fund the Deficiency is withdrawn or deemed withdrawn hereunder. Declarant's obligation to pay the Deficiency may be withdrawn by Declarant at any time, and if not sooner withdrawn, shall be deemed withdrawn on the Turnover Date. In no event shall Declarant be liable for any Owner Charge with respect to any Lot it owns prior to the Completion Date, except with respect to any materials or services which Declarant agrees in writing to secure through the Association.

(b) **Assignment of Exemption.** During the time that Declarant is responsible for the Deficiency pursuant to Section 5.15(a), Declarant may, in its sole discretion, grant an Owner or Owners a total or partial exemption from liability for Assessments, anything to the contrary contained herein notwithstanding. Declarant may condition such exemption on such Owner contributing to the Deficiency, but no such exemption shall relieve Declarant from its primary liability for the Deficiency. Any such exemption shall end when Declarant's liability for the Deficiency terminates. Any such exemption, and the terms thereof, shall be in writing. The Declarant shall provide written notice to the Association of the existence of any such exemption, whether it is a total or partial exemption, and if partial, what part is exempt, and if the exemption ends prior to the termination of Declarant's obligation to fund the Deficiency. Such exemption shall be deemed a partial assignment of Declarant's rights hereunder.

5.16. Application of Payments. Any payment received by the Association with respect to Assessments or Owner Charges due shall be applied first to any interest accrued, then to any Late Charge, then to any costs and reasonable attorney's fees incurred in the collection, and then to the delinquent Assessment or Owner Charge. Such application shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. If there are both delinquent Assessments and delinquent Owner Charges due with respect to any Owner, Lot, the Board shall have the option of applying payments on account either with respect to Assessments or to Owner Charges in its discretion. Until payment therefore is received by the Association, any amounts expended by the Association for which an Owner Charge is or may be levied shall be deemed a Common Expense.

5.17. Capital Contribution. At the time legal title to a Lot is first conveyed by Declarant to an Owner, or if Declarant so determines, by a Builder Member to an Owner who will be a Regular Member, the Capital Contribution shall be payable to the Association by such Owner. Capital Contributions may be expended for regular Common Expenses, added to reserves, or set aside for improvements, contingency for other purposes, as may be determined by the Board.

ARTICLE 6 DUTIES AND POWERS OF ASSOCIATION

6.1. General Duties and Powers. In addition to the duties and powers enumerated herein and under the Articles and Bylaws, and without limiting the generality thereof, the Association shall:

(a) levy and enforce Assessments and Owner Charges and otherwise enforce this Declaration, the Articles, Bylaws and Rules and Regulations adopted pursuant thereto by appropriate means and carry out the duties and authority of the Association hereunder;

(b) contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable;

(c) have the power of entry upon any Lot as reasonably necessary in connection with the carrying out of Association responsibilities hereunder;

(d) have the power to negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be (i) separately billed to the Owners or (ii) advanced by the Association with the cost thereof assessed against the Owner(s) who subscribe to or accept such materials or services as a Owner Charge;

(e) maintain, own, regulate and otherwise manage and operate the Community Property;

(f) have the power and authority to grant easements with respect to the Community Property, or to transfer Community Property or any interest therein to any public authority or utility in connection with exercise of the right of eminent domain, or to transfer maintenance responsibilities to governmental authorities as contemplated hereby, all without the consent or joinder of any Member.

(g) have the authority, duty and responsibility for the operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the ERP.

(h) have the authority to acquire or accept land, interests in land, and personal property as Community Property, and to maintain, repair, improve, replace, operate and manage any such property as required by this Declaration or as determined by the Board in a manner not inconsistent with this Declaration.

(i) have the authority to maintain, or supplement the maintenance of, any landscaping, irrigation or other improvements, within or adjacent to any public street or road within, adjacent to, or providing direct access to the Subdivision, or the improvements to such street or road, to the extent that same is not maintained by public authorities at an acceptable level, as determined by the Board.

(j) have the power and authority to borrow funds to carry out any Association duty or responsibility, and to give security for any such borrowing, including but not limited to, granting a security interest in, or lien upon, Assessments, Owner Charges, and other funds receivable by the Association, together with any liens or lien rights associated therewith, all on terms approved by the Board. All payments of principal, interest, and other financing costs shall be a Common Expense.

(k) have the power and authority to purchase Lots and other property, real and personal, and to acquire and hold, lease, mortgage and convey them, including but not necessarily limited to, the right to acquire Lots at any foreclosure sale, or to accept a deed in lieu of foreclosure. The power to acquire, hold, convey, lease and mortgage property shall be exercised by the Board.

(l) have the power and authority to carry out such maintenance within public rights of way or elsewhere, pursuant to maintenance agreements within the County.

(m) have the authority, duty and responsibility to maintain the irrigation system within Marshall's Landing, providing irrigation water to the Community Property and to the Lots, in accordance with this Declaration.

(n) have the power and authority to maintain, operate, and pay utility charges with respect to, any Community Property within the Subdivision installed by Declarant, or subsequently installed by the Association.

(o) have the power and authority to provide routine, periodic pest control services to the Homes, which shall not include, however, the obligation or authority to remediate termite or other pest infestation, which shall remain the responsibility of the Owners. The Association shall have the obligation to provide such pest control service if so determined by the Declarant. After the Turnover Date, such service, if previously implemented, may be terminated by majority vote of the total Voting Interests, or if not initiated prior to the Turnover Date, may be implemented only upon majority vote of the total Voting Interests.

(p) have the power and authority to adopt and amend, from time to time, reasonable Rules and Regulations, with respect to the use of the Lots and the Community Property, and the operation of the Association. All such Rules and Regulations shall not be inconsistent with the Community Documents, the Governmental Approvals, or the Community Association Act, as it may be amended from time to time.

(q) have the power and authority to interpret and construe the provisions of the Declaration and the Bylaws in circumstances in which there is an apparent inconsistency, or such provisions fail to provide clear guidance with respect to specific matters.

6.2. Implied Powers of the Association. The Association shall have all the power and authority reasonably necessary for it to carry out its duties and rights set forth in this Declaration, the Articles or Bylaws, including any right or power reasonably to be inferred from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its duties hereunder.

6.3. Indemnification by Association. The Association shall indemnify and hold harmless each Owner with respect to all claims, demands, damages and causes of action against such Owner, but only with respect to the following circumstances:

(a) Any claim of personal injury or property damage arising out of the carrying out by the Association of its right or duty to maintain, repair or replace any improvements, installations or facilities within any easement in favor of the Association located upon such

Lot.

(b) Any lien or claim for payment for services, materials or both with respect to the carrying out of such right or duty of maintenance, repair or replacement by the Association with respect to any such easement in favor of the Association located within such Lot.

(c) Any other claims for personal injury or property damage arising out the Association carrying out any right or duty pursuant to the Declaration upon or within the Lot of such Owner.

The indemnification provided for herein shall not extend to nor include claims against an Owner based up on the negligence or willful conduct of such Owner or those for whom he is responsible hereunder. Such indemnification shall, however, include the reasonable costs incurred by such Owner in defending any claim to which indemnification is applicable pursuant hereto.

6.4 Proceedings. The Association, acting through the Board, shall have the power and duty reasonably to defend the Association (and, in connection therewith to raise counterclaims) in any Proceedings. The Association, acting through the Board, shall have the power, but not the duty, reasonably to institute, prosecute, maintain, and/or intervene in a Proceeding, in its own name, but only with respect to matters affecting or pertaining to this Declaration, the Articles, Bylaws, rules and regulations, the Community Property, and such other matters as may be expressly provided by applicable law, and as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with this Section 6.4, as follows:

(a) **Operational Proceeding.** The Board from time to time may cause an Operational Proceeding reasonably to be commenced and prosecuted, without the need for authorization from the Owners.

(b) **Non-operational Controversies.** To protect the Association and the Owners from being subjected to potentially costly or prolonged Non-Operational Controversies without full disclosure, analysis and consent, and to protect the Board and individual Directors from charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority, or in a manner not in the best interests of the Association and the Owners, and to assure voluntary and well-informed consent and clear and express authorization by the Owners, strict compliance with the following provisions of this Section 6.4 shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Association.

(i) The Board first shall endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse parties. In the event that such good faith negotiations fail reasonably to resolve a Non-Operational Controversy, the Board shall then endeavor in good faith to resolve such Non-Operational Controversy by non-binding arbitration or non-binding mediation. In the event that such arbitration or mediation does not reasonably resolve the Non-Operational Controversy, or if mediation is appropriate and the adverse party refuses mediation, then the Board shall not be authorized to commence, institute or maintain any Proceeding with respect to such Non-Operational Controversy until the Board has fully complied with the following procedures:

- (1) The Board shall first investigate the legal merit, feasibility and the expense of prosecuting the Non-Operational Controversy, by obtaining an Opinion Letter, expressly stating that such attorney has reviewed the underlying facts, data and law in sufficient, verifiable detail to render the opinion, and expressly opining whether or not the Association has a substantial likelihood of prevailing on the merits with regard to the Non-Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaims which may be asserted against the Association. The Opinion Letter shall also contain the attorney's best, good faith estimate of the Estimated Litigation Costs. Said Opinion Letter shall also include the attorney's best, good faith estimate of the period of time reasonably expected to prosecute such Non-Operational Controversy to completion, including any appeal, assuming same does not settle. Such opinion, which may be a "reasoned opinion," shall fairly disclose the attorney's good faith opinion of the merits of the Association's position and defenses with respect thereto, the range of outcomes that might reasonably be anticipated, and the degree of certainty or uncertainty thereof. Said Opinion Letter shall be accompanied by, or contain an adequate summary of, any investigations, reports, analysis, or other data upon which such opinion is predicated. The Opinion Letter shall likewise address any issue with respect to potential collectability of any judgment that may ultimately be obtained.
- (2) The Board shall also obtain the written opinion of three (3) licensed real estate brokers who individually, or through their respective firms, have for at least five years preceding such opinion, engaged in the listing and/or sale of single-family homes and residential units in Sarasota and Manatee Counties, Florida, which represent a significant portion of the total sales in which such broker or brokerage firm have participated during such time. Each such opinion letter shall contain the good faith opinion of such broker as to the effect, if any, that the prosecution of such Non-Operational Controversy, and the imposition of Assessments for fees and costs associated therewith, will have on the marketability and/or market value of the Lots within the Subdivision.
- (3) Upon receipt and review of the Opinion Letter and the brokers' letters, if two-thirds or more of the entire Board affirmatively vote to proceed with the institution of prosecution of, and/or intervention in, the Non-Operational Controversy, the Board shall thereupon duly call and notice a special meeting of the Members. The notice of the meeting shall include a copy of the Opinion Letter and all of the broker letters, together with a written plan by the Board as to how the Association will fund the fees and costs of such litigation, including the Estimated Litigation Costs. At such special meeting, following review of the Opinion Letter, broker letters and the Board's plan for funding, and a full and open discussion thereof, which shall include balancing the desirability of instituting, prosecuting and/or intervening in the Non-Operational Controversy against the desirability of accepting any settlement proposals from the adversary party or parties, or taking other action, there shall be a vote of the Owners. If Owners holding seventy-five (75%) percent or more of the total Voting Interests affirmatively vote in favor of pursuing such Non-Operational Controversy, then the Board shall be authorized to proceed to institute, prosecute

and/or intervene in the Non-Operational Controversy. If, however, Owners of fewer than seventy-five (75%) percent of the total Voting Interests affirmatively vote in favor of pursuing such Non-Operational Controversy, then the Non-Operational Controversy shall not be pursued further.

- (4) In the event of any bona fide settlement offer from, the adverse party or parties in a Non-Operational Controversy, if the Association's attorney advises the Board that acceptance of the settlement offer would be reasonable under the circumstances, or would be in the best interests of the Association, or that said attorney no longer believes that the Association has a substantial likelihood of prevailing on the merits without prospect of material liability on a counterclaim, then the Board shall have the authority to accept such settlement offer without consent of the Owners. If the Board is so authorized to accept such a settlement offer, but declines to do so, and in all other cases of a settlement offer, the Board shall submit the settlement offer to the Owners, who shall have the right to accept any such settlement offer upon vote of the Owners holding a majority of the total votes of the Association.

(ii) The Opinion Letter, Estimated Litigation Costs, broker letters, Board plan for funding, and all discussions and other materials related to the consideration of the Non-operational Controversy and presented at the meeting of Members held pursuant to Subsection 6.4(b)(i)(3) above, shall be confidential and privileged. No such information shall be disclosed by any Member to anyone who is not a Member, other than to the Association's attorneys or to an attorney representing such Member individually. Copies of any materials provided to Members of such meeting shall, unless otherwise determined by the Board, be required to be returned to the Board by the Member prior to departing from the meeting. Such meeting shall be open only to Members and Association and Owner attorneys, and may not be recorded. For the purpose of such meeting, the Members in attendance shall be deemed to be a legal committee of the Association, meeting with respect to prospective or pending litigation.

(c) **Funding Restrictions.** In no event shall any reserves of the Association be used as a source of funds to institute, prosecute, maintain and/or intervene in any Proceeding.

(d) **Certain Proceedings Prohibited.** Anything contained in the Community Documents or elsewhere to the contrary notwithstanding, the Association may not institute, maintain, settle or appeal a Proceeding in its name on behalf of Owners concerning matters of common interest to such Owners, except as may be expressly authorized by law, nor shall the Association have any authority to maintain a Proceeding that is a class action as a representative of, or on behalf of, its Members. This Subsection 6.4(d) may not be amended by the Owners until more than ten (10) years after the Completion Date.

(e) **Amendment.** Any provision contained in the Community Documents, to the contrary notwithstanding, (i) other than as set forth in this Section 6.4, the Association shall have no power whatsoever to institute, prosecute, maintain, or intervene in any Proceeding, (ii) any institution, prosecution or maintenance of or the intervention in, a Proceeding by the Board without first strictly complying with, and continuing to comply with, each of the provisions of this Section 6.4 shall be unauthorized and *ultra vires* to the

Association, and (iii) this Section 6.4 may not be amended or deleted at any time during the ten (10) years immediately following the Turnover Date without the express prior written approval of the Owners holding at least eighty-five (85%) percent of the total Voting Interests, and any purported amendment or deletion of this Section 6.4 or any portion hereof during such ten year period or without the express prior written approval of Owners holding at least eighty-five (85%) percent of the total Voting Interests in the Subdivision shall be void.

6.5. Transfer of Maintenance to Governmental Authority. The Board may transfer any maintenance responsibility for any part of the Community Property, or any other item or items for which the Association has maintenance responsibilities, to any special tax district, taxing unit, community development district, other public agency, authority or entity organized or having jurisdiction of such matters without the necessity of Owner approval, provided that such governmental authority accepts such maintenance responsibility and such transfer is not inconsistent with the Governmental Approvals, as they may be amended. If transfer of such responsibility is effected, the Association shall retain the authority to supplement such maintenance to the extent such public authority does not maintain such items to an acceptable level, as determined by the Board.

ARTICLE 7 INSURANCE AND RECONSTRUCTION

7.1. Insurance by Association. The Association shall obtain and continue in effect fidelity bonds as required by the Community Documents, public liability insurance, and such other insurance in such amounts and coverages as the Board shall from time to time determine to be appropriate, necessary or desirable. All costs associated with such insurance shall be a Common Expense.

7.2. Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all such casualty, liability and other insurance with respect to such Owner and such Owner's Lot and Home as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots, or Improvements thereto in any manner. ***Each Owner must insure his own Home and personal property located therein, and maintain his own liability and any other insurance desired by him.***

7.3. Destruction of Improvements.

(a) Owner's Duty to Reconstruct. In the event any Permitted Improvement upon a Lot shall be substantially damaged or destroyed, it is the obligation of the Owner of such Lot to repair, rebuild, or reconstruct the Permitted Improvements as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall require Architectural Review. If an Owner does not repair, rebuild or reconstruct, then the other provisions of this Section 7.3 shall apply.

(b) No Abatement of Assessments. Notwithstanding damage to, or destruction of, the Permitted Improvements to a Lot, the Owner of the Lot shall remain liable to the Association for all Assessments and Owner Charges levied with respect to such Lot. Such liability shall continue unabated, even though such Lot is not fit for occupancy or

habitation, and even though such Improvements are not reconstructed.

(c) **Removal of Debris.** As soon as practical after damage or destruction, the Owner shall cause to be removed all debris and portions of the Improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed and addressed immediately. All debris shall be removed from the Lot no later than thirty (30) days after the date upon which the casualty occurs.

(d) **Procedural Provisions.** The Owner of a Lot whose Home has been damaged or destroyed shall, within thirty (30) days of the date of the casualty, notify the Association in writing of his or her intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. If the Owner provides such notification, he or she shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval by the ARC, and prosecute same to completion in a diligent manner. If for any reason the Owner does not notify, initiate an Architectural Review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then such Owner shall be deemed to have elected not to rebuild, and the Association shall have the rights and duties hereinafter specified. An Owner may notify the Association in writing of an election to rebuild or not to rebuild at any time.

(e) **Requirements Upon Failure to Reconstruct.** If the damaged or destroyed Improvement is a Home, and if an Owner elects not to repair or rebuild the Home, or is deemed to have so elected hereunder, then such Owner shall be obligated, at such Owner's expense, to remove all portions of the Improvements remaining, except underground utility lines, which shall be secured. The Owner shall cause to be removed all parts of the Improvements then remaining, including the slab and foundation. The Owner shall provide fill and install sod so that the Unit shall thereupon give the appearance of the landscaped open space. Such clearing and restoration of the Lot shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to repair or rebuild.

(f) **Failure to Comply.** If an Owner fails to comply in a timely manner within any provisions of this section, then the Association shall have the right to do so on behalf of such Owner pursuant to Section 8.12, and the cost thereof shall be levied against such Owner and such Owner's Lot as an Owner Charge.

(g) **Extension of Time.** Upon written application of an Owner, any of the time periods set forth in this section may be extended by the Board for good cause.

ARTICLE 8 USE RESTRICTIONS

The following restrictions, conditions and agreements are hereby imposed upon the Subdivision and shall apply to all Owners and their tenants and their respective guests, families, invitees, agents, employees, contractors, licensees and all other persons occupying or using such Lots in actual or constructive possession or control thereof.

8.1. Residential Use. Each Lot shall be used for Single Family residential purposes only, in accordance with applicable zoning and governmental land use regulations and this Declaration. No Home shall be Occupied by more than one Family, its domestic employees, and Guests. The restrictions of this subsection shall not, however, be deemed to prohibit an Owner from maintaining a personal or professional library, from keeping personal, business, or professional records in his or her Home, or from handling personal, business, or professional telephone calls, corresponding, both written and by electronic transmission, or conducting internet or other telecommunication activities associated with such Owner's business or profession. Such uses are expressly declared customarily incident to residential use. This subsection does, however, prohibit such commercial or business activity upon a Lot, or from the Home located thereon, which would disrupt the residential ambiance of the Subdivision, or have associated with it such conduct and activity normally associated with a business or professional use. That prohibited conduct and activity includes, but is not necessarily limited to, regular or frequent traffic to and from the Lot by persons making deliveries or pickups, by employees, other business associates, customers, or clients. This provision is intended to permit the conduct of such business and professional activities from a home office as are not uncommon in residential areas, and are consistent with primary Single Family residential use, which use does not have a material effect upon the number or frequency of visitors to the Lot, create substantially more demand for parking, increase the traffic within the Subdivision, or result in a material change in the use of the Lot.

8.2. Vehicles. The following provisions shall govern the parking of vehicles within the Subdivision.

(a) Passenger vehicles, including cars, station wagons, passenger vans, passenger minivans, sport utility vehicles and pickup trucks providing primary transportation for one or more Occupants of a Lot, commercial vehicles not prohibited by subsection 8.2(c) below, and other vehicles primarily intended and used to provide transportation for passengers, may be parked and kept upon a Lot only if parked within the garage or on the driveway of such Lot

(b) Parking of trailers, Prohibited Vehicles, mobile homes, recreational vehicles, camper, motor home, motorcycle, trucks, golf carts, boats and any other watercraft, trailers, stored vehicles or inoperable vehicles anywhere within the Subdivision other than in enclosed garages is prohibited; provided, however that construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or Community Property, and recreational vehicles and boats may be parked in driveways for not more than twenty four (24) hours while loading and unloading, which shall not occur more than twice per month.

(c) Parking of any vehicle belonging to any Occupant is prohibited on the Private Street within the Subdivision and on any part of a Lot other than the enclosed garage or paved driveway. Vehicles belonging to Guests may park upon the Private Street, if the driveway of the Home such Guest is visiting is full; provided, however, that no such vehicle may be parked on the Private Street for longer than twelve (12) consecutive hours, nor more than twelve (12) cumulative hours in any eighteen (18) hour period. There shall be no parking of any vehicle on a Private Street if parking is prohibited thereon by ordinance,

rule of the County, or the Rules and Regulations.

(d) Recognizing that classification and use of vehicles evolves over time, and that on occasion it may be difficult to determine if a specific vehicle or vehicle type is permitted, restricted or prohibited by this Section, it is the intent of this Section that standard size vehicles, the purpose and use of which is for personal transportation, are permitted under Subsection (a), notwithstanding that the vehicle may also be used for transportation of passengers carrying out commercial enterprises. Prohibited Vehicles are those which by, nature, or appearance are clearly oversized commercial vehicles, the parking of which within the Subdivision would tend to degrade the appearance and values of the Subdivision. The Board shall have the authority from time to time to adopt and amend standards of interpretation of this Section, providing in more detail for the delineation of different vehicles and different vehicle types, and the Board may further determine whether a specific vehicle is a Prohibited Vehicle. In making such decisions, the Board may take into consideration the general condition and appearance of the vehicle in question. All such determinations and standards adopted by the Board shall be conclusive for all purposes hereunder.

8.3. Time Shares. Use of any Lot or Home thereon for operation of a timesharing, fraction-sharing or similar program, whether legal or *de facto*, whereby the right of use rotates among participants in the program on a fixed or floating time schedule over a period of years, is prohibited except as otherwise expressly provided herein.

8.4. Animals. The raising, breeding or keeping of any animals, other than a reasonable number of household pets, is prohibited throughout the Subdivision. For the purposes of this Section, "household pets" means dogs, domestic cats and such other animals, if any, as may be expressly classified as household pets by the Rules and Regulations. In addition to the household pets herein described, Occupants may keep tropical fish or caged household-type birds in reasonable numbers, so long as they do not become a source of unreasonable annoyance to other Occupants. No animals shall be kept within the Subdivision for any commercial purpose, or in such a manner as to cause noxious odors to escape to nearby Lots. The Association may require the removal of any pet that is allowed to roam free or, in the sole discretion of the Association, endangers the health or safety of or constitutes a nuisance or inconvenience to the occupants of the Subdivision. In particular the Association may require the removal of any pet that makes any objectionable noise or any dog whose barking creates an unreasonable disturbance or annoyance to any Occupant of the Subdivision in a sustained, recurring or persistent manner. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Association whenever outside a dwelling. Pets shall be registered, licensed and inoculated as required by law.

8.5. Trash. Weeds, trash, rubbish, garbage, debris and other unsightly material shall not be allowed to accumulate on any Lot and shall promptly and regularly be removed therefrom. All garbage, trash, refuse and rubbish shall be deposited and kept in enclosed containers appropriate to their contents and such containers may be regulated as to type and size by the Association or the ARC. Such containers shall be maintained in a clean and sanitary condition and shall, except for days of pickup, be kept inside the dwelling or visually screened from the streets and neighboring properties by landscaping or opaque walls made a part of the dwelling on the Lot. Outside burning of any trash, leaves, debris or other materials is prohibited except by Declarant and contractors engaged in constructing Improvements in the Subdivision. On-site

storage of gasoline, heating, or other fuels is prohibited, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

8.6. Nuisances. No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done or placed thereon that is or may become a nuisance, or cause unreasonable disturbance or annoyance to any occupant of the Subdivision, or cause unreasonable interference with the peaceful enjoyment of any Lot. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed Improvements is prohibited.

8.7. Temporary Structures and Mobile Homes. No structure of a temporary nature and no mobile home may be kept within the Subdivision except by Declarant or its designees and used in connection with the development, construction, sale and marketing of the Subdivision.

8.8. Signs, Flags, Banners. No sign, flag, banner, billboard, notice, or advertisement shall be permitted upon any Lot within the Subdivision, including, but not limited to, those posted in or attached to windows or Vehicles, other than the following:

(a) Any signage containing identification of a vacant Lot or the names of the Occupants, street address or both as to an improved Lot, and such signage shall be as specified, allowed or approved by the ARC, or as required by any governmental authority having jurisdiction thereof.

(b) One sign announcing that the Lot is "For Sale," including usual or customary information provided in such signs, provided that (i) such sign (including all component parts thereof other than supports) shall not exceed five (5) square feet in area, (ii) the sign will be composed of tasteful colors and design that are complimentary rather than disruptive to the visual ambiance of the Subdivision, and (iii) such sign shall be located at least fifteen (15) feet from the back of curb line. All such signs must be approved by the ARC prior to installation as to color, content, and location. The ARC may, from time to time, adopt standards with respect to such matters, and in such event such signs that comply with the said standards may be installed without further ARC approval. In adopting such standards, the ARC may, in its discretion, establish different requirements for signs furnished by licensed real estate brokers, compared to signs furnished by Owners or others. Such distinction may take cognizance of the fact that licensed brokers often have an inventory of signs employing colors and/or designs identified with such broker.

(c) During the period of construction activity only, one sign announcing the name of the contractor, not to exceed a total area (exclusive of supports) of ten (10) square feet or such greater area as may be approved by Declarant prior the Completion Date, and by the Board thereafter. Such sign shall be removed promptly upon completion of construction activity, and in all events, within ten (10) days thereof.

(d) Political signs of reasonable size and numbers, espousing candidates or issues on local ballots during the period of campaigning, all such signs to be removed within seven (7) days of the final election with respect to such candidate or issue.

(e) Signage, flags, banners, notices, and advertisements placed by Declarant or Declarant's designees relating to the development of the Subdivision and the sale and marketing of Lots and Improvements in the Subdivision.

(f) Flags, the flying of which is expressly authorized by the Community Association Act, as it may be amended from time to time, subject to the restrictions and limitations with respect thereto as may be specified in the Community Association Act.

The Architectural Review Committee may, in its discretion, grant approval for additional temporary signs and displays not contemplated hereby, including signs for model Homes. In calculating sign area, only one side of the sign shall be considered.

8.9. Commercial Activities Prohibited. The Subdivision is a residential community, and no commercial structures or activities are permitted within the Subdivision, except for those commercial structures and activities by Declarant and its designees in connection with the development, construction, marketing and sale of the Subdivision and Homes.

8.10. Miscellaneous Visual Restrictions. No clothes lines or clothes poles shall be erected, and no outside clothes drying is permitted. Structures, equipment and other items on the exterior portions of a Lot and the Improvements thereon that have become rusty, dilapidated or have otherwise fallen into disrepair are prohibited. The personal property of Occupants shall be kept inside the Home, or within a fenced or walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in a neat and good condition. Any construction, erection or placement of any thing, permanently or temporarily, on the outside portions of a Lot, whether such portion is improved or unimproved, shall be prohibited except as expressly allowed by and in strict compliance with the provisions of this Declaration. This shall include, by way of illustration and not limitation, signs, basketball hoops and goals, swing sets and similar sports and play equipment, clotheslines, garbage cans or containers, woodpiles, above-ground swimming pools, hedges, walls, dog runs, animal pens and fences of any kind.

8.11. Maintenance of Lots and Improvements. Each Owner shall maintain such Owner's Lot, the Home and other improvements located thereon, and the area within the Private Street adjacent to the Lot between the Lot line and the improved street (other than for the Association's responsibility for maintenance of sidewalks), in a good condition and state of repair and in accordance with this Declaration. An Owner's liability for maintenance shall also include the irrigation systems and landscaping serving the Lot, whether it be upon the Owner's Lot or within such unimproved Private Street adjacent to such Lot, except to the extent the Association has maintenance responsibility hereunder.

8.12. Right of Association to Maintain. If an Owner fails to maintain such Owner's Lot and Improvements as required by this Declaration, or to comply with Section 7.3, then after notice as herein provided, the Association may perform the Required Actions. All costs of such Required Actions shall be assessed to the particular Owner(s) and his or their Lot(s) as an Owner Charge. Until so collected, such costs shall be treated as a Common Expense. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

(a) Upon finding by the Board of a deficiency in the carrying out of any Required Actions, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to correct the deficiency.

(b) If the Owner does not correct such deficiency within the earlier of twenty-five (25) days after mailing such notice, or twenty (20) days after receipt of such notice, then thereafter the Board may give notice to the Owner of the Board's intention that the Association shall perform such Required Actions.

(c) Thereafter, the Association may effect such Required Actions.

(d) All such Required Actions by the Association shall take place only during daylight hours on weekdays, excluding holidays.

8.13. Reconfiguration of Lots. No Owner may subdivide a Lot nor convey or create any other possessory interest in less than the entire Lot, except an Owner may grant easements on less than all of a Lot. Notwithstanding the foregoing, an Owner of a Lot, may, with the written consent of the Association, to be granted by a majority vote of the entire Board, convey land from one side of such Owner's Lot to the Owner of the adjacent Lot, so long as such conveyance will not result in the violation of any setback requirement or be inconsistent with the Governmental Approvals. Any Lot, as reflected on the Plat, which is reduced or enhanced in accordance herewith, shall thereafter, as so reconfigured, be deemed the Lot.

8.14. Vehicles on Community Property. The Community Property shall not be used by motorized vehicles, such as but not necessarily limited to automobiles, trucks, tractors, motorcycles, golf carts, all terrain vehicles or motor scooters; provided, however, that this provision shall not apply (a) to emergency vehicles carrying out official duties or to vehicles reasonably necessary for carrying out construction or maintenance thereof, or (b) to driving within the portions of the Private Street improved for such purpose. The Board may, in the exercise of its discretion, authorize limited vehicular use of specific areas within the Community Property that are deemed to be consistent with the purposes of the Community Property, on such terms and conditions as the Board may determine.

8.15. Community Property Restrictions. The Community Property shall be used only for purposes consistent with its features, facilities and improvements, and shall be primarily for the Subdivision Occupants. The use of the Community Property shall be subject to all reasonable Rules and Regulations promulgated by the Board with respect thereto.

8.16. Buffer Area Restrictions. All Buffer Areas, as reflected in the Governmental Approvals, are set aside and reserved as a buffer for the Subdivision. No Owner may construct or erect any Improvement in the Buffer Area, and the Buffer Area shall provide a setback and undeveloped area generally around the perimeter of the Subdivision. The Buffer Area may be used for the installation, maintenance, repair and replacement of drainage and Utilities, including portions of the Surface Water Management System Facilities, as may be installed by the Declarant, or by the Association after the Turnover Date, as may be expressly permitted by the Governmental Approvals only. Buffer Areas may contain Landscaped Areas, and may be subject to easements.

8.17. Wetland Areas and Buffer. Unless permitted by the Code, the following acts and activities are expressly prohibited within the boundaries of all Wetland Areas without the prior consent of the County and/or any other governmental entity having jurisdiction:

- (a)** Construction or placing of buildings, roads, signs, billboards or other advertising or other structures on or above the ground.
- (b)** Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- (c)** Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- (d)** Removal, mowing or trimming of trees, shrubs or other vegetation.
- (e)** Application of herbicides, pesticides, or fertilizers.
- (f)** Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- (g)** Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- (h)** Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- (i)** Acts or uses detrimental to such retention of land or water areas.

The Wetland Areas subject to such restrictions include a 30-foot buffer within and adjacent to the perimeter of all such Wetland Areas. Wetland Areas may be subject to Conservation Easement(s).

8.18. Additional Wetland Restrictions.

- (a)** No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District (SWFWMD), Venice Regulation Department.
- (b)** With respect to all Lots abutting wet detention ponds, the Lot Owners shall not remove native vegetation (including cattails) that become establish within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Venice Regulation Department, Regulation Manager.

(c) The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention pond shall be addressed to the District's Regulation Manager, Venice Regulation Department.

8.19. Sidewalks. Sidewalks located throughout the Subdivision may not be used for any motorized vehicle or conveyance, and the use of sidewalks shall be further subject to reasonable Rules and Regulations that may be promulgated from time to time by the Board.

8.20. Withdrawal of Water. Sprinkler or irrigation systems or wells of any type may not draw upon water from Lake Areas, creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters, except that Declarant and its designees shall have the exclusive right to draw water from such sources and to reduce the level of such bodies of water if, and to the extent of, such permits as are granted by applicable Governmental Approvals.

8.21. Lake Areas. Lake areas may not be used for boating or swimming.

8.22. Play Structures. Basketball goals, hoops, backboards, or other basketball or other sports related equipment may not be erected, attached, or installed on any portion of a Lot, or on any Community Property, without ARC approval, all of same being deemed an Improvement. Temporary, roll-out basketball goals may be permitted by the Rules and Regulations. If and during such time as such temporary, roll-out basketball goals are permitted, they must be stored in a garage at night and when not in use, and hours of permitted use shall be limited as provided in the Rules and Regulations.

8.23. Other Community Property Restrictions. There shall be no harassment and/or disturbance of wildlife, littering, removal of plants or animals, camping, or fires within the Community Property gazebo area that is within or adjacent to the mitigation areas, as established by the Governmental Approvals.

ARTICLE 9 ARCHITECTURAL REVIEW

9.1. Architectural Review. No Improvements, or alteration or modification of any then existing Improvements, shall be constructed, reconstructed, altered, or installed until the design, materials and location thereof has first been approved in writing by the Architectural Review Committee.

9.2. Application. Requests for ARC approval of proposed Improvements shall be in writing, shall be on such application form or forms as may be promulgated from time to time by the ARC, and shall be accompanied by such plans, specifications, site plans, drawings, samples and other materials as may be reasonably required by the ARC in order to evaluate the proposal. The ARC may waive formalities in the approval process. The ARC shall review and evaluate all applications within thirty (30) days after receipt of all such materials required by the ARC, and either approve, disapprove or approve in part and disapprove in part.

9.3. Conditional Approval. The ARC may issue a conditional approval of proposed Improvements, specifying that the proposed Improvements will be approved, provided the Owner agrees to specified conditions. Such conditions may include, but shall not be limited to, locating

the proposed Improvements at a different location within the Lot, altering colors, materials or other features of the proposed Improvement, shielding or screening proposed Improvements with landscaping, fences, walls or other materials, modifying exterior design, or such other conditions as will, in the judgment of the ARC, make the proposed Improvements consistent with this Declaration, or that will minimize or eliminate any undesirable feature of the proposed Improvement.

9.4. Time Limitations. If Improvements are made without ARC approval, and the ARC or the Board does not issue written disapproval thereof for a period of ninety (90) days after completion of such Improvements, then such Improvements shall be deemed approved. Provided, however, that a failure of the ARC or Board to object in a timely fashion shall not be deemed a waiver by the Association of the right to require the removal of any Improvement that is expressly prohibited by this Declaration.

9.5. Compliance with Standards. All Improvements shall comply with the mandatory provisions of Section 9.11 of this Declaration. The Standards adopted by the ARC shall be deemed to include any mandatory or prohibitory provisions of this Declaration, including Section 9.11 hereof. Standards shall otherwise set forth matters subject to ARC review that are mandated, prohibited or approved, thereby establishing criteria that will assist Owners and provide criteria for the ARC in its review and action upon an application. It is anticipated that the Standards may be adopted for major elements under ARC consideration, as well as lesser items of a recurring nature. The fact that the ARC has not included a particular aspect of a proposed Improvement within the Standards shall not preclude the ARC from taking that aspect into consideration in its review and approval or disapproval of it. Proposed Improvements which are in full compliance with elements of the Standards that are comprehensive with respect to such proposal may be constructed or installed without necessity of formal ARC review and approval, but only if the Standards so provide.

9.6. Review Criteria. The Architectural Review Committee shall have broad discretion to approve or disapprove proposed Improvements, including the discretion to approve or disapprove on the basis of aesthetics. The Standards are intended to be a guide to the ARC, and even though an application may comply with all applicable provisions of the Standards, the ARC is not obligated to approve if there are other features of the application of which the ARC does not approve. The ARC may approve of an application which does not comply in all respects with all applicable provisions of the Standards if the ARC, in its sole judgment, determines that the proposed Improvements in their entirety merit approval, and any deviation from the Standards will not substantially, materially and adversely affect the Owners and Occupants of the Subdivision.

9.7. Appeal. Unless the Board is acting as the Architectural Review Committee, any Owner aggrieved by decision of the Architectural Review Committee may appeal same to the Board, which shall hold a hearing within thirty (30) days, and either approve, disapprove or modify the decision of the Architectural Review Committee.

9.8. Procedural Matters. The ARC may adopt reasonable rules and regulations for the conduct of its authority, and the Board may establish, and modify from time to time, a reasonable schedule of fees for review by the ARC. The ARC, with approval of the Board, may engage the services of architects, landscape architects, engineers or other design professionals, to advise the ARC in carrying out its functions. In such event, costs associated therewith may be taken into consideration in the establishment of any fee schedule. The Association shall maintain records of all ARC proceedings, and shall furnish a certificate in recordable form upon the request

of any Owner verifying the compliance or noncompliance of such Owner and Owner's Lot with the Architectural Review provisions of this Declaration.

9.9. Architectural Review Committee. Prior to the Completion Date, unless Declarant shall otherwise specify in writing, the Declarant shall act as the ARC or may appoint the ARC, and may approve applications or take other actions on behalf of the ARC in Declarant's own name or in the name of the ARC. After the Completion Date, or upon an earlier determination by Declarant, the ARC shall be composed of at least three (3) individuals appointed by the Board, each of whom shall be an Owner or an architect or other licensed design professional. The ARC shall act by simple majority vote. In the event of the death, resignation or removal of any member of the ARC appointed by the Board, the Board shall appoint a successor. No member of the ARC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration; provided, however, any non-Owner and any licensed design professional serving on the ARC may be entitled to reasonable compensation, the cost of which may be taken into consideration in establishing fees for Architectural Review. Members of the Architectural Review Committee shall serve terms established by the Board, and may be removed, with or without cause, by the Board.

9.10. Disclaimer of Liability. Neither Declarant, the Association nor the ARC or any of its members or advisors, shall have any responsibility for the design or quality of materials, construction or structural soundness of any Improvements, nor compliance thereby with any governmental codes or requirements. No liability relating to the construction of Improvements shall result from Declarant, the Association, the ARC, or any consultant engaged by the Association reviewing, approving, or commenting upon any proposed Improvements. Neither the Declarant, the Association, the ARC nor its advisors evaluate applications or proposals to determine whether same meet architectural or engineering standards, or comply with government codes and regulations, nor do they evaluate the quality of workmanship and materials.

9.11. Improvement Standards. Each Lot shall be subject to the Improvement Standards. Declarant may specify different Improvement Standards for different parts of the Subdivision, and the ARC may adopt different provisions in the Standards for different areas of the Subdivision, consistent with their individual nature. All such alternate standards and provisions shall take precedence over those of general applicability, with respect to the specific Lots subject thereto. Such alternate Improvement Standards may be contained in an amendment to this Declaration, a supplemental declaration adding property, or any other instrument filed in the Public Records.

(a) Setbacks. All structures shall be located and set back from the front, rear, and side boundary lines of the Lot those distances set forth on the Setback Chart.

Provided, however, that the Architectural Review Committee may grant variances to such setbacks (subject to compliance with the Governmental Approvals) if the Architectural Review Committee determines such variance is reasonably necessary in order to preserve a significant tree or other natural attribute of such Lot, or if the ARC determines that the topography of such Lot is such as to make compliance with such setback unreasonable, or if such variance is reasonably necessary to comply with the Governmental Approvals, or if the ARC finds there are other reasonable grounds for granting such variance, which may include, but is not limited to, finding that construction has advanced in violation of a setback, and that strict adherence to the setback is not necessary to preserve the integrity of the Improvement Standards. The ARC may require submission of such plans and

supporting materials as it may deem necessary or useful in deciding whether or not to grant a variance. Any variance granted shall be in writing and in recordable form, and shall be recorded in the Public Records at the expense of the applicant.

(b) Exterior Finish. Homes shall each have finished exterior walls and roofs of the materials and colors installed as part of the ARC approved Original Improvements. Any alteration in materials or colors shall require approval of the ARC .

(c) Minimum Area. No Home shall be constructed, reconstructed, or altered having fewer than the total number of square feet of enclosed, air conditioned living area, exclusive of garages, open or screened porches, patios, balconies and terraces, set out on the Minimum Area Chart. Unless otherwise designated in the Minimum Area Chart, the first floor of a Home containing more than one story shall equal or exceed 60% of the total number of square feet of enclosed, air conditioned living area, exclusive of garages, open or screened porches, patios, balconies and terraces, set out on the Minimum Area Chart for one story residential structures.

(d) Drainage. All grading, filling, contouring, and development of a Lot shall be carried out consistent with the Governmental Approvals, and any grading or drainage plan established by the Declarant prior to the Turnover Date, and by the Association thereafter. No Owner shall cause or permit any filling, grading, contouring, or other alteration of Owner's Lot which will adversely affect or interfere with the drainage within the Subdivision, or result in a substantial increase in surface water run-off to adjacent parts of the Subdivision so as to cause unreasonable accumulation of standing water thereon. Changing, altering, impeding, dumping or otherwise interfering with the flow or volume of water in any portion of the Surface Water Management System is strictly prohibited.

(e) Ancillary Equipment. All garbage, trash and refuse containers, air conditioning units, oil or fuel tanks, bottled gas tanks, and permanently affixed swimming pool equipment and housing shall be underground or placed in areas attached or adjacent to structures, which areas are visually screened, enclosed or sheltered by solid or decorative walls (such as shadow block), decorative fences or landscaping, or a combination thereof, so that they shall be concealed or hidden from eye-level view from any road, street or adjacent property.

(f) Antennas and Dishes. No antenna, mast, satellite dish, disk, or other similar radio or telecommunications sending or receiving device may be located, installed, or maintained by an Owner within or upon any Lot except in accordance with this Subsection.

(1) Regulated Devices may be installed and erected on a Lot with ARC approval only as to location, provided that application may be submitted informally and without fee, and in no event shall the ARC impose any restriction on location that unreasonably delays the installation of a Regulated Device, unreasonably increases the cost of installation, or unreasonably interferes with the quality of signal received thereby.

(2) Other than Regulated Devices permitted pursuant to Subsection 9.11(f)(1) above, all other such devices are prohibited, except as may be expressly approved by the ARC.

(g) Landscaping Criteria. The landscaping plan for the Subdivision shall comply with the requirements of the Governmental Approvals with respect to location, spacing, size, maintenance, preservation, trimming and replacement of canopy trees. Canopy trees must meet the requirements of Section 715.3.4 of the Code. All trees must be properly trimmed and maintained by the Owner. If a street or required Lot tree dies or is removed, the Owner of the Lot on which the tree is located, or which is adjacent to the street on which the tree is located, whichever is applicable, is responsible to replace the tree within thirty (30) days. All canopy trees shall be consistent with the Governmental Approvals.

(h) Garages. Each Home shall have an enclosed garage as a part thereof, for a minimum of two cars. Garage doors shall have an electric garage door opener, in operable condition, and remain closed at all times except when in use for ingress and egress.

(i) Driveways. All driveways shall be constructed of concrete or other materials approved by the ARC, be of a minimum width approved by the ARC, and otherwise be constructed and maintained in accordance with the Standards, if any.

(j) Fences and Walls.

(1) No fence or walls shall be permitted except in areas requiring privacy or safety (for example pools or courtyards), for concealment of service areas (for example trash containers or mechanical equipment) or as otherwise approved by the ARC in its absolute discretion. All fences must be designed and constructed consistent with the Standards, be of such materials, height, location and construction as may be approved by the ARC and in all cases are subject to the approval of the ARC. All walls must be of the same color as the Home located on the Lot upon which the wall is located.

(2) Any electronic or invisible fence must be approved by the ARC as to location, and in all events such electronic or invisible fences must be located at least five (5) feet in from a Lot boundary, or five (5) feet in from any sidewalk, whichever is further toward the interior of the Lot. In addition, if the Board so requires by rule, the Owner of a Lot having an electronic or invisible fence must post a sign or signs, at such location or locations as directed by the ARC, so that visitors or persons in the vicinity of the Lot will be advised of the presence of such fence. Any such sign shall be of such dimensions and contain such information as may be approved by the ARC, so as to provide noticeable and clear warning of the presence of such fence.

(k) Construction Debris. During the period of construction, reconstruction or alteration of Improvements to a Lot, all construction debris shall be placed in a dumpster or other appropriate container maintained on the Lot, and the contents of such container shall be periodically removed therefrom and hauled to an appropriate destination. Such container and debris removal shall be maintained and carried out in compliance with any applicable governmental laws, rules, regulations or franchise agreements. The container or containers shall be of such size and number, and the debris hauled at such intervals, so as to provide adequate interim storage for all construction debris generated from the Lot. In the event of a failure to comply with this provision, the Association may do so in accordance with Section 8.12, with the cost thereof to be assessed as an Owner Charge.

(l) Utilities Underground. All utilities installed within a Lot by or on behalf of an Owner shall be underground, except as may be otherwise approved by the ARC, which shall only approve exceptions in circumstances in which strict enforcement of the underground requirement would prevent practical access to utilities, or result in a violation of other provisions of this Declaration.

(m) Compliance with Governmental Approvals.

(1) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System Facilities. If this Subdivision includes a wetland mitigation area, as defined by the District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the ERP may be conducted without specific written approval from the District.

(2) No Improvements or other construction upon, alterations to or use of, a Lot shall intrude upon or otherwise impact any Wetland Area or Buffer Area, or interfere with or disturb any required drainage boundaries, facilities or contours, or any Buffer Area reflected on the Plat, or be otherwise in violation of the Governmental Approvals. Each Owner (and the Association with respect to areas within the Subdivision for which it is responsible for maintenance hereunder) shall comply with any seeding and grassing requirements reflected or required by the Governmental Approvals. The Association and each Owner shall otherwise observe and comply with the terms and requirements of the Governmental Approvals.

(3) No Owner shall (i) bring in any fill, (ii) regrade a lot, (iii) construct or install a pool above existing ground level, or (iv) install any deck, shed or other accessory structure, in such a way that will create an impact to the 25 or 100 year floodplains.

(n) Pools. No above-ground swimming pools shall be permitted at any time anywhere within the Subdivision. This provision shall not be deemed to prohibit hot tubs, therapy pools and hydra spas that are incorporated into other Improvements if approved by the ARC. The ARC may approve pools incorporated into other Improvements, even though such pool may be slightly above grade. All pools shall be enclosed and otherwise constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean that the pool and surrounding patio or deck area perimeters shall be bounded on all sides by parts of the Home, fences, screen cages, or combinations thereof, as may be approved by the ARC. Such enclosures may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, fencing, screening and caging shall be subject to Architectural Review.

(o) Mandatory Irrigation System. Each Lot shall be required to have an underground irrigation system reflected on the plans for the Original Improvements, and constructed as a part of the Original Improvements. Such system shall provide for a timer mechanism so that it is automated, and shall contain such types of sprinkler heads and lines as may be approved by the ARC. Each such sprinkler system must provide the

capability of automated irrigation of lawns and other landscaping. The irrigation system shall be connected to a water supply line that will be maintained by the Association as a Common Expense. The Association shall, as a Common Expense, furnish water through such lines to each Lot. It shall be the obligation of the Owner of each Lot to maintain the irrigation system within such Owner's Lot, together with timing or other automation equipment, in good working order and condition, and to utilize such irrigation system on a regular basis to maintain the lawn and landscaping in a proper manner and good condition. The Association shall be responsible to maintain the supply lines to the Lots, and to maintain an irrigation system for the Community Property. If an Owner fails to maintain or utilize an irrigation system the Association may do so in accordance with Section 8.12, with the cost thereof to be assessed as an Owner Charge.

(p) Sidewalks. The Owner of each Lot shall, as part of the construction of the Original Improvements, construct a sidewalk within the Private Street adjacent to such Lot, as mandated by the governmental approvals. If and to the extent the sidewalks may have already been installed prior to the construction of the Original Improvements, each Owner shall promptly repair or replace, as necessary, any part of such sidewalks in the Private Street adjacent to his Lot that may be damaged or destroyed during construction. Once installed, the Association shall maintain, repair and replace sidewalks, but Owners and other Occupants who damage such sidewalks shall be liable to the Association for the damage so caused.

ARTICLE 10 COMPLIANCE WITH CODE

The following provisions are mandated by the Code and are applicable to the Subdivision.

10.1. Alternate Maintenance by County. In the event the Association fails to maintain the Community Property in reasonable order and condition in accordance with applicable Governmental Approvals, the provisions of the Code allow for the County, upon specified notice and hearing, to enter the Community Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefore from the County, and if unpaid at the end of such period shall become a lien on the Lots.

10.2. Further Disposition of Open Space. With respect to such portions of the Community Property or any interest therein that may be deemed required common open space under applicable governmental regulations, subsequent to the conveyance to the Association there shall be no further disposition of such Community Property that is real property by sale, dissolution of the Association or otherwise, except to an organization conceived and organized to own and maintain such property without first offering to dedicate the same to the County or other appropriate governmental agency.

10.3. Disturbance of Community Property. No portion of the Community Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of both the Association and the director of the County Planning, Permitting and Inspection Department, or such successor agency as may assume the duties of that department.

10.4. Right of Entry by County. A right of entry upon the Community Property is

hereby granted to County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel, and firefighting personnel, and to governmental suppliers of utilities, while in the pursuit of their duties. All such governmental personnel are further granted authority to enforce cleared emergency vehicle access in the performance of their duties to the extent same may be reasonably necessary.

10.5. Compliance with Law. Notwithstanding any other provision of this Declaration to the contrary, there shall be no violation of federal, state or local law permitted within the Subdivision.

10.6. Required Materials. The Code mandates certain documents be submitted to the planning director of the County, which documents must be reviewed and approved by the planning director and, once approved, said documents must be recorded as part of the documentation for the Subdivision. The following described documents have been submitted, reviewed and approved by the planning director in accordance with the Code, and are attached hereto as exhibits in compliance with the Code.

(a) Fiscal Program. Attached, as Exhibit E, is a Fiscal Program for the Association for a period of ten (10) years. The Fiscal Program reflects reserve funds estimated to be adequate for the maintenance and care of the Community Property, including all lands, facilities and uses under the purview of the Association and to be maintained by the Association. The Fiscal Program is in part based upon the assumption that the Association will follow the Maintenance Program described below.

(b) Maintenance Program. There is attached as Exhibit F a Maintenance Program providing a recommended program for the maintenance of all major facilities to be maintained by the Association.

(c) Notice. There is attached hereto as Exhibit G a proposed Notice to Buyer that will be given to prospective buyers regarding the organization of the Association, Assessments and the Fiscal Program.

(d) Holdings. There is attached hereto as Exhibit H a List of Holdings of the Association, reflecting a listing of all lands, buildings, equipment, facilities and other holdings of the Association, as proposed.

10.7. Limitation. The Maintenance Program and Fiscal Program are estimates only prepared by the Declarant based upon its experience, and reviewed and approved by the planning director of the County. The actual Maintenance Program will be as determined by the Association in accordance with this Declaration and the actual budget and amount of Assessments will be as determined by the Association in accordance with this Declaration. All amounts reflected on the Fiscal Program are estimates only, based on currently anticipated costs without taking into consideration the fluctuating purchasing power of the United States dollar. Such amounts can reasonably be expected to fluctuate with time, the economy, market conditions and in response to actual (as opposed to estimated or assumed) experience, unexpected circumstances, and specific services and levels of service determined by the Association. There is no guarantee, representation or warranty, either express or implied, by either the Declarant or the County of the figures contained in the Fiscal Program, nor is the Maintenance Program represented or warranted as representative of the actual maintenance that will be required. No one to whom the precision of these figures or programs is of any consequence should enter a purchase agreement

to acquire a Lot in the Subdivision except with a full understanding of the purpose and nature of such materials.

10.8. Limitation on Amendment. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article 10 nor any provision of this Declaration affecting this Article 10 may be amended without the written consent of Manatee County.

ARTICLE 11 EASEMENTS

Each of the following easements is established and reserved over, across, under and through the applicable part of the Subdivision, and is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be revoked. To the extent any such easement may benefit or be in favor of an Owner or such Owner's Lot, such easement shall be deemed an appurtenance to such Lot.

11.1. Association Easement for Maintenance. Declarant reserves for itself, the Association, and their respective successors, assigns, and designees, the non-exclusive right and easement over all Lots, as may be reasonable or necessary to provide access to the Lots and Community Property, in order to carry out the maintenance, inspection, repair, replacement, and other rights and responsibilities of the Association, pursuant to this Declaration and the Governmental Approvals. The right and easement of access established hereby shall include the right to enter upon any Home, as may be reasonably necessary to effect reconstruction after casualty damage or to assure compliance with the other provisions of this Declaration, and in all events, such access shall be exercised in a reasonable manner at reasonable times. To the extent this Easement is over Lots to afford access to Community Property, the easement shall be used only when there is no practical access available for such purposes through and over other Community Property or public streets, or through specific easements of access for such purpose.

11.2. Encroachment Easements. If any Home or other Permitted Improvement to a Lot encroaches upon the Community Property or upon any other Lot for any reason other than the intentional act of the Owner of the encroaching Lot, then an easement for such encroachment shall exist to the extent of that encroachment so long as the encroachment exists. After initial development of the Subdivision, except for the repair, replacement or reconstruction of a Permitted Improvement in accordance with this Declaration, no additional encroachments by a Permitted Improvement shall be permitted as a result of the intentional act of any Owner, or such Owner's agents, the Association, or its agents.

11.3. Easements Deemed Created. Each easement described in this Declaration shall be deemed to have been granted or reserved, as applicable, when the Declaration, is recorded in the Public Records, or, to the extent necessary to its creations, upon conveyance of a Lot from Declarant to the first Owner, without necessity for specific reference to such easement.

11.4 Pedestrian Walkway Easements. Declarant reserves for itself, the Association, and the Owners and occupants of the Subdivision, a pedestrian easement for providing ingress and egress between Tract "A" and Tract "F". The easements shall be eight (8) feet wide, centered on the lot lines, separating Lots 2 and 3; Lots 6 and 7; Lots 9 and 10; Lots 17 and 18; Lots 24 & 25; Lots 27 and 28; and Lots 31 and 32 as depicted within the twenty (20) foot

drainage easements as shown on the Subdivision Plat. The easement may be improved by the Declarant or the Association with sidewalks, fencing, and landscaping, provided such improvements are approved by the ARC and do not interfere with the drainage system easement. Owners of Lots subject to this easement shall not take any steps that would interfere with the use and enjoyment of the Pedestrian Walkway Easement for its intended purpose. Each Owner shall be responsible for maintaining the Pedestrian Walkway Easement located within such Owner's Lot, including any Improvements thereto, unless the Board determines that the Association will maintain such Improvements.

ARTICLE 12 BOAT SLIPS AND DOCKS

12.1. Reservation of Right to Construct Docks and Boat Slips. Declarant reserves the right, but not the obligation, to construct up to eighteen (18) Docks and up to thirty-six (36) associated Boat Slips. The Docks and Boat Slips, if constructed, will be located in the Braden River and Braden River Inlet, adjacent to Tract "F". The Docks will be attached to Tract "F", and they will be associated improvements to Tract "F", including, but not necessarily limited to, the attachment of the Docks and piers, installation of cleats or other anchors and attachments for piers, pilings, and boats, and the installation of Utilities (electricity and water) to the Docks and Boat Slips. Declarant's ability to construct the Docks and Boat Slips is dependent upon obtaining appropriate governmental permits and other approvals, which are not available at the time this Declaration is originally recorded. Accordingly, Declarant reserves the right to install such Docks and Boat Slips until five (5) years after the Turnover Date. It shall not be necessary for Declarant to have completed the installation of the Docks and Boat Slips by such date, but Declaration must have obtained permits and approvals and commenced such installation prior to that date. The Board may extend such time, in its discretion. Declarant reserves for itself, its contractors, employees, representatives, and agents, an easement and right of entry and access through and over the Subdivision for the purpose of installing such Docks, Boat Slips, utilities and associated facilities.

12.2. Designation and Leasing of Boat Slips. If the Docks and Boat Slips are constructed, Declarant shall give each Boat Slip an identifying number or other designation, and shall file with the Association a site plan, sketch, or other depiction of the location and designation of such Docks and Boat Slips. The Association Board shall have the right to lease the exclusive right of use of each Boat Slip to a Owner for a term of years. The Association and the Owner shall enter into a written lease agreement which shall require the Owner, among other things, to pay a Boat Slip Rental Fee with respect to use of any such Boat Slip. The Board may not lease Boat Slips to anyone other than an Owner and the Lease Agreement is not assignable by the Owner to any other party.

12.3. Boat Slip Rental Fees. If the Docks and Boat Slips are constructed, the Association Board shall annually set the Boat Slip Rental Fee to be charged to an Owner for the right to have exclusive use of a Boat Slip. In determining the annual Boat Slip Rental Fee, the Board shall take into consideration additional expenses the Association may incur associated with the leasing of the Boat Slips, such as maintenance, insurance, utilities, repair, replacement, and management of the Docks. Such fee is not intended to defray the cost of maintenance, repair, or replacement of the Docks, which are Community Property and available for all Owners. The initial Boat Slip Rental Fee shall be established by the Board. The Boat Slip Rental Fee shall be an annual fee, levied as of January 1 of each year, and shall be due and payable by February 1 of each year, unless the Board shall designate another time. If the Boat

Slips are constructed and made available in mid year the initial Boat Slip Rental Fee shall be prorated for such year. The Board shall have authority to rent slips for longer than a one year term, however, the rent payable under such rental agreement shall be subject to adjustment by the Board on an annual basis. The Boat Slip Rental Fees shall not be utilized by the Board to pay other Association expenses not related to the Boat Slips.

12.4. Installation of Boat Lifts. An Owner who is leasing a Boat Slip may install a boat lift within such Owner's assigned Boat Slip (a "Boat Lift") provided all of the following conditions are met:

- (a) Plans and specifications for the proposed Boat Lift, consistent with this Subsection, are approved by the ARC.
- (b) All costs of the design, permitting, and installation of the Boat Lift is the responsibility of the Owner requesting approval.
- (c) The Owner shall be responsible, at such Owner's expense, for the maintenance, repair, replacement, and removal of the Boat Lift, and shall maintain same in a good, safe, and attractive condition.
- (d) The Owner must, prior to construction, obtain all required permits from all governmental agencies having jurisdiction, authorizing the installation of such Boat Lift, and furnish copies of same to the ARC.
- (e) The Owner seeking approval warrants and guarantees to the Association that he will comply with all terms and conditions of all applicable permits, and construct and install the Boat Lift in full compliance with all such permits and applicable governmental codes, ordinances, laws, rules and regulations, and any conditions contained in the approval by the ARC. The Owner, and any successors in interest to the Lot to which the Boat Slip is assigned, indemnifies the Association against all costs, damages, fines, claims and other amounts the Association may incur as a result of the Owner's installation, operation and maintenance of the Boat Lift.

If an Owner installs a Boat Lift, then the Owner, and his successors in interest with respect to the Boat Slip is financially responsible for (1) insurance, maintenance, repair and replacement of the Boat Lift; and (2) all damages to other property or persons caused by the installation, operation, maintenance, repair, removal of the Boat Lift; and (3) the cost of removing and replacing or reinstalling such Boat Lift if (A) the removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Community Property, or (B) the removal is required by the Association, any administrative tribunal, governmental agency order, or court of competent jurisdiction, because of the failure of the Owner to obtain any required Association approval, or, maintain the Boat Lift in accordance herewith, or otherwise, (4) any damage to the Boat Lift caused by the Association carrying out its maintenance obligations; and (5) any other costs associated with such Boat Lift.

All liability of an Owner to the Association under this subsection may be levied as an Owner Charge, and a failure to comply shall be subject to the provisions of Section 8.12.

12.5. Removal of Boat Lifts. Any Boat Lift may be removed by the Owner to whom

the Boat Slip is assigned, at such Owner's expense, and shall be so removed if required under Section 12.4. An Owner wishing or required to remove a Boat Lift shall first notify the Association in writing that the Boat Lift will be removed. Any such removal shall be carried out in a good and workmanlike condition, and such Owner shall be responsible for any damage to persons or property occasioned by such removal.

12.6. Manatee Protection. The Braden River is home to the West Indian Manatee, a large marine mammal that receives special protection under federal and state laws. The Association's permit to construct and maintain the Boat Slips, if obtained, will be subject to certain special conditions designed to protect the West Indian Manatee from being harmed by watercraft. Accordingly, Owners who desire to lease a Boat Slip from the Association will sign a written lease agreement that will include the following conditions:

- (a) **GPS Transmitter Required.** The Owner shall install in any watercraft utilizing the Boat Slip, a GPS Transmitter Unit designated and approved by the Association, at Owner's expense, that when the watercraft is being operated, will continuously transmit information to a central receiver so that the location and speed of the vessel can be monitored by the Association, or its designees. At all times that any such watercraft is in use the GPS Unit must be functioning, and no watercraft shall be utilized unless the GPS Unit is functioning properly. Use of a watercraft without a functioning GPS Unit is a violation of the lease and shall be treated as a speed violation.
- (b) **Speed Limit.** As a condition of leasing a Boat Slip, the Owner agrees that no watercraft may exceed slow speed (being that speed which will leave the bow flat and not create a current around the bow of the boat) while underway, nor exceed the speed limit of 8 miles per hour in that portion of the Braden River between the dam located south of State Road 70 and the south boundary line of the Braden Lakes subdivision. The operation of a watercraft that uses the Boat Slips in violation of the above speed limit shall be a violation of this section and the lease.
- (c) **Expense of Monitoring.** The Boat Slip Rental Fee charged to each Owner to which a Boat Slip is leased shall include the pro rata cost to pay for monitoring the use, speed, and location of all watercraft utilizing the Association's Boat Slips on a monthly basis. The Association shall have the right to board an Owner's vessel at any time to determine that the GPS Unit is functioning. The Association may hire or designate this responsibility to a Dock Master.
- (d) **Reporting.** A written report shall be furnished on a monthly basis to the Association and bi-monthly to the United States Fish and Wildlife Services, or other agency in charge of enforcement of the dock permit conditions, detailing the speed and location of all watercraft on the system for the time period reported and any actions taken for non-compliance.
- (e) **Use Limited to Compliant Watercraft.** Only watercraft that are equipped with the Association approved GPS sending unit may utilize the Boat Slips.
- (f) **Liability of Owners.** Owners shall be responsible and personally liable to the Association for violations of these provisions regardless of whether the Owner

was present on the watercraft when the violation occurred.

- (g) **Penalties.** Pursuant to Section 6.2 of the Bylaws and Section 720.305(2), Florida Statutes, if the Board determines that any Member, Tenant, Guest, or invitee of a Member is in violation of any of the provisions hereof, then the Board shall levy a fine for each offense at the maximum fine amount for a violation allowed by Florida Law (currently \$100.00 per violation). Each violation of the speed limit shall be deemed a separate offense, and each day during which a violation continues shall be deemed a separate offense. After three violations of this Section or of the lease agreement, the lease shall be automatically terminated. If the remainder of the unexpired term of the lease is for one year or less then any prepaid rent shall be forfeited to the Association as liquidated damages. If the unexpired term of the lease is greater than one year then the Association shall refund one-half (1/2) of the prepaid rent to the Owner and retain the other one-half (1/2) as liquidated damages.

12.7. Boat Restrictions. No boat moored in a Boat Slip, stored in a Boat Lift, or tied to a Dock may exceed twenty (20) feet in length, nor have an effective draft of more than twenty-four (24) inches.

12.8. Boat Ramp. The Boat Ramp shall be used by Subdivision Occupants only for the launch and retrieval of non-motorized canoes and kayaks only. No other boats or water vehicles or equipment may be launched or recovered from the Boat Ramp.

12.9. Docks and Boat Slips. Boat rentals, personal watercraft rentals, live aboards, live aboard vessels, pumping out of waste materials or liquids, fueling of vessels, maintenance and repair activities, and fish cleaning trays are prohibited from all Docks, Boat Slips and the Boat Ramp, in accordance with the Governmental Approvals. Establishment of a "Boat Club," which owns boats and sells or leases time, is prohibited. The Association shall at all times maintain at the Docks recycling bins for the separation and recycling of monofilament line

12.10. Dock Pilings. All Dock pilings shall be wrapped with PVC from the mud line to one (1) foot above mean high water. The Association shall maintain such pilings in such condition for the life of the Dock facility, as a Common Expense.

12.11. Mooring Along Shoreline Prohibited. In accordance with the ERP, temporary and permanent mooring along the Subdivision shoreline is prohibited, other than at the Docks and Boat Slips. To ensure compliance, the Association shall maintain at all times signs advising boaters that such mooring is prohibited.

12.12. Manatee Warning and Information Signs. At all times the Association shall maintain manatee warning and information signs, as required by the permit issued by the District with respect to the construction of the Docks and Boat Slips.

12.13. Compliance With Permit Conditions. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice from the District, the Declarant, prior to the Turnover Date, and the Association thereafter, shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or

construction to meet District rule criteria. The correction of deficiencies may require reconstruction of the Surface Water Management System and/or mitigation areas.

ARTICLE 13 SURFACE WATER MANAGEMENT SYSTEM

The provisions of this Article 11 shall apply to the Surface Water Management System and Surface Water Management System Facilities, which are developed, operated, and maintained pursuant to the terms and conditions of the ERP.

13.1. Easement. Declarant hereby reserves for itself, its successors and assigns, and grants to the District, the Association, and their respective designees, a perpetual, non-exclusive easement over and across all areas within the Subdivision in which there are Surface Water Management System Facilities. The purpose of such easement shall be for the operation, maintenance, inspection, monitoring, repair, and replacement of the Surface Water Management System Facilities. The easement shall include the reasonable right of access across the Lots and Community Property to carry out any maintenance or operational right or responsibility of Declarant, the Association or the District.

13.2. Responsibility for Operation. The Association shall be responsible for the operation and maintenance of the Surface Water Management System Facilities, pursuant to the ERP. The Association's cost with respect thereto shall be a Common Expense. Operation and maintenance and reinspection reporting with respect to the Surface Water Management System Facilities shall be performed in accordance with the terms and conditions of the ERP. If there is a delayed transfer of the ERP to the Association, then the permittee thereunder shall continue to have responsibility thereunder until such responsibility is transferred to the Association. (In such event, the permittee must submit to the District appropriate documentation required by the District, and which must be approved by the District, before the transfer of responsibility to the Association is effective.) Upon such transfer of responsibility from the permittee, the Association shall thereafter have responsibility for the maintenance of the Surface Water Management System Facilities. Notwithstanding that responsibility pursuant to the ERP may not have yet been transferred to the Association, the cost of operation and maintenance of the Surface Water Management System Facilities, prior to such transfer, shall be paid by the Association as a Common Expense. The Association shall submit inspection reports in the form required by the District, in accordance with the following schedule: For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after the operation is authorized and every two (2) years thereafter.

13.3. Enforcement. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities for which the Association has responsibility.

13.4. On-Site Wetland Mitigation. If the Subdivision has on-site wetland mitigation, as defined by the District, which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is/are successful in accordance with the ERP issued by the District with respect to the Subdivision.

13.5. Activities Prohibited. No construction activities may be conducted relative to any

portion of the Surface Water Management System Facilities. Prohibited activities include, but are not necessarily limited to, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System Facilities. If the Subdivision includes a "wetland mitigation area," or a "wet detention pond," as those terms are defined by the District, no vegetation in those areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from District. Construction and maintenance activities which are consistent with the design and permit conditions approved by District in the ERP may be conducted without specific written approval from District.

13.6. Amendments. Any amendment to the Declaration, Articles, or Bylaws affecting the Surface Water Management System Facilities, or the operation and maintenance, thereof, shall require the prior written approval of the District.

13.7. Liability. Neither Declarant, the District, nor the Association shall have any liability whatsoever to Owners, Guests, Tenants, other Occupants, or invitees in connection with the Surface Water Management System, any easements with respect thereto, or any part of the Surface Water Management System Facilities. Each Owner, for itself and its guests, tenants, or invitees, releases Declarant, the District, and the Association from any liability in connection therewith.

None of the Listed Parties shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, retention area, canal, creek, marsh area, stream or other water body within or adjacent to the Subdivision, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or entity as referenced herein. Further, all Owners, Occupants, and other users of any portion of the Subdivision located adjacent to or having a view of any of the aforesaid areas shall be deemed, by virtue of their acceptance of a deed to, or use of, such Lot, to have agreed to hold harmless the Listed Parties from all liability related to any changes in the quality and level of the water in such bodies. Further, none of the Listed Parties shall be liable for any property damage, personal injury or death occurring in, or otherwise related to, any water body, or persons using same doing so at their own risk.

All persons are hereby notified that from time to time alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the Subdivision and may pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

All persons are hereby notified that lake banks and slopes within certain areas of the Subdivision, or lands adjacent thereto, may be steep and that depths near shore may drop off sharply. By their acceptance of a deed to, or use of, any Lot within the Subdivision, all Owners, Occupants, and other users of such Lot shall be deemed to have agreed to hold harmless the Listed Parties from all liability or damages arising from the design, construction, or topography of any lake banks, slopes, or bottoms.

13.8. Indemnity. From and after the recording of this Declaration, or the transfer of responsibility for the operation of the Surface Water Management System Facilities to the Association, whichever is later, the Association agrees that it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the

maintenance of the Surface Water Management System Facilities occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees, but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns as such. Upon completion of construction of the Surface Water Management System Facilities, Declarant shall be deemed to have assigned all its rights, obligations and duties with respect thereto to the Association, effective upon such completion or the effective transfer of responsibility to the Association, whichever is later. The Association shall thereupon assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

13.9. Additional Wetland Restrictions.

- (a) No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the ERP and recorded Plat of the Subdivision, unless prior approval is received from the District, Sarasota Service Office.
- (b) With respect to all Lots abutting wet detention ponds, the Lot Owners shall not remove native vegetation (including cattails) that become establish within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to the District, Sarasota Service Office .
- (c) The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention pond shall be addressed to the District's Regulation Manager, Sarasota Service Office.

13.10. Dissolution of Association. If the Association is permanently dissolved, as provided in the Articles, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not-for-profit corporation similar to the Association. If the Association is permanently dissolved, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the ERP, unless and until an alternate entity assumes responsibility in accordance with this Section and the provisions of the Articles.

**ARTICLE 14
GENERAL PROVISIONS**

14.1. Enforcement. The Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessments, Owner Charges, and liens therefore, the Association, on determination of the Board, shall have the exclusive right to the enforcement

thereof. Provided further, no enforcement proceedings may be maintained by the Owners of fewer than three (3) Lots. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.2. Severability. Invalidation of any part of this Declaration by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

14.3. Covenants. The covenants, conditions, restrictions, easements and terms of this Declaration shall run with the land, bind all the property subject hereto and inure to the benefit of and be enforceable as provided above, for a term of 50 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument of termination has been signed by (a) the Owners of at least two-thirds of the Lots, and (b) mortgagees holding first mortgages encumbering fifty (50%) percent of all those Lots that are encumbered by first mortgages, and such instrument has been recorded at least one (1) year prior to end of any such period. In such event, this Declaration shall be terminated upon the expiration of the fifty (50) year term or applicable ten (10) year extension during which such instrument was recorded.

14.4. Construction. The Community Documents shall be liberally construed to give effect to their purpose of creating a plan for a high quality single family residential community. Article and section headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. The Community Documents shall be construed under the laws of Florida, and shall not be construed more strongly against any party regardless of the extent to which any party may have participated in the drafting thereof. Whenever the context of the Community Documents require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender. Venue for any action or proceeding to enforce or construe this Declaration or any of its exhibits, or for any other matter arising out of this Declaration, shall be in a court sitting in Manatee County, Florida.

14.5. Amendment. This Declaration may be amended only in accordance with this Section.

- (a) **By Declarant.** Prior to the Turnover Date, and except as may be expressly limited by law, Declarant reserves the right to amend this Declaration, the Articles and Bylaws in any manner whatsoever, without the requirement of Association consent or the consent of any Owner or the mortgagee of any Lot, including the right to amend any provision that may contain limitations on the right to amend. Subsequent to the Turnover Date and prior to the Completion Date, the Declaration may be amended at any time by the Declarant with the affirmative vote of twenty-five (25%) of Members other than Declarant who are present, in person or by proxy, at a meeting called for that purpose at which a quorum is present. For such purposes, Declarant may require that a meeting be called for the purpose of voting upon any such proposed amendment.
- (b) **By Members.** This Declaration may be amended if the proposed amendment is approved by the affirmative vote of Members holding at least two-thirds (2/3) of the total Voting Interests. All such votes shall be cast by Members, in person or by proxy, at an annual or special meeting of the Members at which a quorum is present. Anything contained in this Subsection to the contrary notwithstanding, no amendment adopted by the Members pursuant hereto shall be effective prior to the

Turnover Date, except with the written consent of the Declarant.

(c) **By Board.** The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Declaration or the Bylaws in any of the following circumstances:

(i) To bring the Declaration or the Bylaws into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.

(ii) If the Board determines that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Declaration should be amended to take cognizance of such matters so that the overall intent of the Declaration shall not be frustrated by changing circumstances.

(iii) If the Board determines, in the reasonable exercise of its judgment, that such amendment is necessary to comply with regulations of the Veterans' Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or other similar governmental agency, where non compliance with such regulations substantially interfere with, restricts or limits either the marketability of Lots or the ability of Owners to obtain mortgage financing.

(iv) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

Provided, however, that no Board adopted amendment to the Declaration or Bylaws pursuant to this Section shall go into effect until not fewer than sixty (60) days notice of the amendment shall have been given to the Members. If, during the time between the giving of such notice and the proposed effective date stated therein, Members having not less than ten (10%) percent of all Voting Interests request in writing that a meeting of the Members be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, a majority of those Voting Interests present, in person or by proxy, may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty (30) days after the Certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed, shall be binding upon all Owners, and may not be challenged in any court proceeding or otherwise.

- (d) **Approval Procedure.** Any amendment approved or disapproved by the Members pursuant to this Section 13.5 shall be approved or disapproved at an annual, regular or a special meeting called for that purpose, pursuant to written notice setting forth the proposed amendment or a summary of the changes to be effected thereby, such notice to be given within the time and in the manner provided for in the Bylaws. In lieu of voting in an annual, regular or special meeting as herein provided, amendments may be approved in writing executed by the requisite number of Owners; provided, however, that the requisite majority for an amendment in writing shall be equal to that for a meeting at which all Members are in attendance.
- (e) **Limitation.** Anything contained herein to the contrary notwithstanding, no amendment which abridges, impairs, prejudices, amends, alters or otherwise affects the rights, privileges, exemptions or priorities of the Declarant shall be effective until five (5) years after the Turnover Date, unless the Declarant consents thereto in writing. Moreover, anything contained in this Declaration to the contrary notwithstanding, any provision of this Declaration which establishes a specific percentage or number of votes required for the approval, consent, or concurrence of the Owners on any particular matter, may not be amended except upon the approval of such amendment by the percentage or number of voting interests specified in such provision, or such other number as may be otherwise provided for in amendment, whichever is greater.
- (f) **For Amendments Affecting Surface Water Management System.** Anything contained in this Section to the contrary notwithstanding, no amendment of this Declaration, the Articles or Bylaws, which would affect the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall be effective without the prior written approval of the District, or its successor agency.
- (g) **Certificate of Amendment.** Any amendment to the Declaration or Bylaws adopted or approved by the Members or the Board under this Section 13.5 shall be evidenced by a Certificate of Amendment executed by the Association in the form required for the execution of a deed. If the consent of the Declarant is required for such amendment, and if the Declarant has so consented to such Amendment, then Declarant shall join in the execution of such Certificate. Amendments effected by the Declarant that do not require Member approval may be executed by the Declarant alone, without the necessity of a certificate of the Association. Certificates of Amendment shall set forth that the amendment has been adopted and approved in accordance with the Declaration or Bylaws, as applicable, but if the Certificate does not so state, same shall not affect the validity of the Certificate or the amendment, and the Certificate shall be presumed so to state. Amendments to the Articles shall be filed with the Florida Department of State as may be required by applicable law, and such amendment shall be evidenced by a Certificate in the same manner as a Certificate of Amendment to the Declaration.

14.6. Attorney's Fees. If any action is instituted to enforce or construe the provisions of the Community Documents, or any of them, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fee and the costs of such suit. Additionally, if it becomes necessary for the Association to retain the services

of an attorney to obtain compliance of an Owner with the provisions of the Community Documents, or any of them, without necessity of instituting legal proceedings, then fees and costs incurred by the Association with respect to such enforcement shall be deemed the same as fees and costs incurred by the Association as a prevailing party in legal proceedings. If the Association is a prevailing party in such action, or deemed so pursuant hereto, the amount of such attorney's fees and costs shall be an Owner Charge with respect to any Lot and its Owner if such Owner was the non-prevailing party in such litigation or deemed so pursuant hereto.

14.7. Declarant Provisions. Declarant, for itself, and its designees, further reserves the right to erect temporary structures and use trailers in its development and marketing of the Subdivision, and to establish and use any part of the Property for the development, construction, marketing, promotion and sale of Lots, and Improvements thereto, notwithstanding any restriction, prohibition or other provision of this Declaration that would otherwise limit or prohibit Declarant's activities. So long as Declarant owns any Lot of record, it may establish licenses, reservations, easements and rights-of-way in favor of itself, the Association, suppliers of Utilities and similar services, and public authorities as may from time to time be reasonably necessary to the proper development and disposition of the Subdivision. In any instance where a structure has been erected upon a Lot, or the construction thereof is substantially advanced in a manner that violates the restrictions of this Declaration, or in such a manner that same encroaches on any Lot line, easement area, setback, or Community Property, or in any other circumstance in which an Owner or Lot is not in compliance with this Declaration, Declarant reserves the right to release the Lot, and its Owner, from the restriction, and to grant an exception and variance to permit the encroachment by the structure or other instance of noncompliance, so long as Declarant, in the exercise of its sole discretion, determines that the release, waiver or exception will not materially and adversely affect the health, safety and welfare of present and future Owners, the value of adjacent Lots, and the appearance of the Subdivision.

14.8. Assignment by Declarant. Declarant's rights hereunder may be assigned to any successor to all or any part of Declarant's interest in the Subdivision by express assignment incorporated in a deed or by separate instrument, and such Declarant rights shall inure to any mortgagee of Declarant who acquires title to undeveloped portions of the Subdivision by foreclosure or deed in lieu of foreclosure or to a successor Declarant acquiring title through foreclosure or from a mortgagee or other person acquiring title through such foreclosure or deed in lieu thereof. Declarant may designate in writing one or more successor Declarants as to portions of the Subdivision or as to all or any portion of the rights, powers or duties granted Declarant hereunder, which instrument shall detail the extent and nature of the rights of Declarant assigned thereby. After any such assignment is recorded among the Public Records, the assignee shall stand in the place of Declarant as fully as if it had originally been the Declarant hereunder to the extent of the assignment described therein. Any mortgage of all or substantially all of the undeveloped portions of the Subdivision executed by Declarant or any successor to Declarant shall be deemed to carry with it a conditional assignment of such Declarant rights unless otherwise specified therein.

14.9. Rights of Mortgagees. The Association shall make available for inspection upon request, during normal business hours and under reasonable circumstances, the Community Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any Lot. In addition, an Eligible Holder will be entitled to timely written notice of

- (a) any condemnation loss or any casualty loss which affects a material portion of

Marshall's Landing, or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;

- (b) any delinquency in the payment of Assessments or Owner Charges owed with respect to a Lot subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Community Documents relating to such Lot or the Owner or Occupant thereof, which is not cured within 60 days; and
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by its general partner thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
 (Print Name) Adornsky

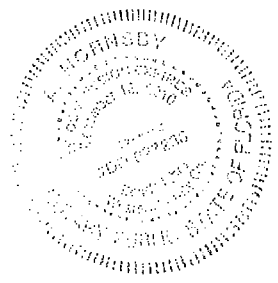
[Signature]
 (Print Name) _____

BRADEN RIVER INVESTMENTS, LLC, a Florida limited liability company

By: [Signature]
 Print Name: CARL WAGNER
 Title: MEMBER

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27 day of September, 2007, by Carl Wagner, as Member of Braden River Investments, LLC, a Florida limited liability company, on behalf of the company, () who is personally known to me or () who has produced _____ as identification.



[Signature]
 Notary Public
 My Commission Expires: _____

JOINDER BY ASSOCIATION

KNOWN ALL MEN BY THESE PRESENTS, that Marshall's Landing Community Association, Inc., a Florida corporation not-for-profit (the "Association"), hereby joins in, consents to, and agrees with the foregoing Declaration of Protective Covenants for Marshall's Landing, expressly agreeing to and accepting the duties and responsibilities set forth in the Community Documents.

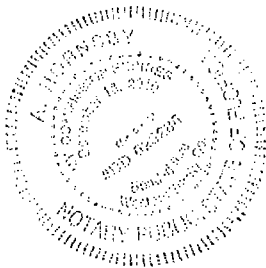
IN WITNESS WHEREOF, the Association has caused this Joinder to be executed in its name by an officer thereunto duly authorized this 27 day of September, 2007.

MARSHALL'S LANDING COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]
_____, its _____ President

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 27 day of September, 2007, by Carl Wagner, as _____ President of Marshall's Landing Community Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation () who is personally known to me or () who produced _____ as identification.



[Signature]

Notary Public
My Commission Expires: _____

EXHIBIT A (page 1 of 2)

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 320.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF ONECO ROAD; THENCE N 89°58'00" W, ALONG SAID CENTERLINE, A DISTANCE OF 2302.90 FEET; THENCE S 00°08'55" W, A DISTANCE OF 132.01 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 70 (SECTION 13160-2516) FOR A POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS POINT LIES N 04°50'40" E, A RADIAL DISTANCE OF 5,861.58 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°04'46", A DISTANCE OF 110.43 FEET TO THE POINT OF TANGENCY; THENCE N 84°04'34" W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 220.57 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N 00°09'15" E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 62.25 FEET; THENCE N 81°33'02" W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 70, AS DESCRIBED AND RECORDED IN O.R. BOOK 1478, PAGE 1581, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, A DISTANCE OF 82.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3,199.04 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE IN O.R. BOOK 1478, PAGE 1581, THROUGH A CENTRAL ANGLE OF 04°22'57", A DISTANCE OF 244.69 FEET; THENCE N 89°13'30" W, A DISTANCE OF 225.98 FEET; THENCE N 89°59'00" W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE IN O.R. BOOK 1478, PAGE 1581, A DISTANCE OF 29.00 FEET TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE BRADENTON RIVER (ELEVATION 1.17 FEET NGVD 1929); THENCE ALONG SAID MEAN HIGH WATER LINE OF THE BRADENTON RIVER AND THE MEAN HIGH WATER LINE OF BRADENTON RIVER (INLET), THE FOLLOWING SEVENTY-FIVE (75) COURSES: (1) S 23°24'15" E, A DISTANCE OF 15.91 FEET; (2) S 23°00'03" E, A DISTANCE OF 48.64 FEET; (3) S 68°03'43" W, A DISTANCE OF 11.10 FEET; (4) S 21°30'45" E, A DISTANCE OF 33.00 FEET; (5) S 22°05'12" E, A DISTANCE OF 27.85 FEET; (6) S 32°31'49" E, A DISTANCE OF 14.51 FEET; (7) S 34°47'49" E, A DISTANCE OF 19.71 FEET; (8) S 35°39'45" E, A DISTANCE OF 118.79 FEET; (9) N 54°21'26" E, A DISTANCE OF 13.13 FEET; (10) S 38°23'05" E, A DISTANCE OF 7.85 FEET; (11) S 34°29'27" E, A DISTANCE OF 64.86 FEET; (12) S 37°58'55" E, A DISTANCE OF 47.95 FEET; (13) S 43°43'56" E, A DISTANCE OF 39.44 FEET; (14) S 28°26'36" E, A DISTANCE OF 12.05 FEET; (15) S 60°53'19" E, A DISTANCE OF 37.62 FEET; (16) S 48°06'38" E, A DISTANCE OF 32.34 FEET; (17) S 52°14'52" E, A DISTANCE OF 43.25 FEET; (18) S 47°23'50" E, A DISTANCE OF 79.98 FEET; (19) S 48°52'56" E, A DISTANCE OF 115.13 FEET; (20) S 50°10'59" E, A DISTANCE OF 124.19 FEET; (21) S 53°17'17" E, A DISTANCE OF 102.75 FEET; (22) S 56°51'08" E, A DISTANCE OF 44.25 FEET; (23) S 56°42'09" E, A DISTANCE OF 27.69 FEET; (24) S 35°19'03" E, A DISTANCE OF 25.40 FEET; (25) S 47°36'33" E, A DISTANCE OF 15.32 FEET; (26) S 64°42'55" E, A DISTANCE OF 25.21 FEET; (27) S 48°25'08" E, A DISTANCE OF 36.89 FEET; (28) S 84°43'02" E, A DISTANCE OF 2.84 FEET; (29) S 54°26'30" E, A DISTANCE OF 35.24 FEET; (30) S 51°12'42" E, A DISTANCE OF 33.63 FEET; (31) S 46°31'17" E, A DISTANCE OF 18.47 FEET; (32) S 52°36'28" E, A DISTANCE OF 8.55 FEET; (33) S 80°27'32" E, A DISTANCE OF 15.99 FEET; (34) S 67°47'04" E, A DISTANCE OF 20.22 FEET; (35) N 52°47'28" E, A DISTANCE OF 11.32 FEET; (36) N 52°01'26" E,

EXHIBIT A

A DISTANCE OF 36.62 FEET; (37) N 64°45'09" E, A DISTANCE OF 19.57 FEET; (38) N 62°48'06" E, A DISTANCE OF 36.89 FEET; (39) N 70°45'39" E, A DISTANCE OF 39.80 FEET; (40) N 83°05'43" E, A DISTANCE OF 56.98 FEET; (41) S 89°20'40" E, A DISTANCE OF 62.08 FEET; (42) S 80°47'25" E, A DISTANCE OF 24.94 FEET; (43) S 54°02'03" E, A DISTANCE OF 20.26 FEET; (44) S 58°33'08" E, A DISTANCE OF 37.47 FEET; (45) S 56°34'54" E, A DISTANCE OF 121.69 FEET; (46) S 62°42'50" E, A DISTANCE OF 88.18 FEET; (47) S 58°15'15" E, A DISTANCE OF 56.44 FEET; (48) S 78°12'22" E, A DISTANCE OF 20.96 FEET; (49) S 69°13'40" E, A DISTANCE OF 53.74 FEET; (50) S 83°38'57" E, A DISTANCE OF 51.75 FEET; (51) N 78°47'23" E, A DISTANCE OF 44.96 FEET; (52) N 62°09'34" E, A DISTANCE OF 31.77 FEET; (53) N 49°15'21" E, A DISTANCE OF 20.40 FEET; (54) N 41°44'59" E, A DISTANCE OF 34.08 FEET; (55) N 24°36'52" E, A DISTANCE OF 49.73 FEET; (56) N 13°28'23" E, A DISTANCE OF 49.03 FEET; (57) N 00°56'38" W, A DISTANCE OF 60.71 FEET; (58) N 01°37'34" W, A DISTANCE OF 73.26 FEET; (59) N 22°39'43" W, A DISTANCE OF 173.95 FEET; (60) N 42°22'14" W, A DISTANCE OF 51.31 FEET; (61) N 49°30'48" W, A DISTANCE OF 91.38 FEET; (62) N 65°03'56" W, A DISTANCE OF 18.28 FEET; (63) N 74°55'08" W, A DISTANCE OF 79.60 FEET; (64) S 85°52'25" W, A DISTANCE OF 73.85 FEET; (65) N 87°10'41" W, A DISTANCE OF 76.97 FEET; (66) S 87°55'33" W, A DISTANCE OF 55.02 FEET; (67) S 85°54'45" W, A DISTANCE OF 62.14 FEET; (68) S 87°22'18" W, A DISTANCE OF 51.26 FEET; (69) S 87°58'29" W, A DISTANCE OF 69.66 FEET; (70) N 88°42'40" W, A DISTANCE OF 66.75 FEET; (71) N 75°58'03" W, A DISTANCE OF 61.23 FEET; (72) N 58°01'06" W, A DISTANCE OF 32.98 FEET; (73) N 20°52'54" W, A DISTANCE OF 2.12 FEET; (74) N 02°31'29" E, A DISTANCE OF 72.07 FEET; (75) N 04°29'48" E, A DISTANCE OF 15.43 FEET TO THE INTERSECTION WITH THE WEST LINE OF TRACT "A", RIVER LANDINGS CENTRE WEST SUBDIVISION, AS RECORDED IN PLAT BOOK 35, PAGE 15 THROUGH 18 OF SAID PUBLIC RECORDS; THENCE N 00°08'55" E, ALONG SAID WEST LINE AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 70 (SECTION 13160-2516), A DISTANCE OF 191.61 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.
CONTAINING 784,908 SQUARE FEET OR 18.019 ACRES, MORE OR LESS.

ARTICLES OF INCORPORATION
OF
MARSHALL'S LANDING COMMUNITY ASSOCIATION, INC.
A Florida Corporation Not for Profit

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned, as Incorporator, hereby adopts, subscribes and acknowledges the following Articles of Incorporation for the purposes set forth below. Capitalized terms used in these Articles shall, unless otherwise expressly defined herein, have the meanings given to them in the Declaration (hereinafter defined).

ARTICLE 1
Name

The name of this corporation is: Marshall's Landing Community Association, Inc. (the "Association").

ARTICLE 2
Address of Principal Office and Mailing Address

The Association's initial principal office is located at 3690 Pond View Lane, Sarasota, FL 34235, and the Association's initial mailing address is 3690 Pond View Lane, Sarasota, FL 34235.

ARTICLE 3
Purposes and Powers

3.1. The purpose for which the Association is formed is to provide an entity for the maintenance, preservation, management, control, administration, and operation of property in Manatee County, Florida, subject to the Declaration of Protective Covenants for Marshall's Landing, recorded or to be recorded in the Public Records of Manatee County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively, the "Community Documents").

3.2. The Association shall have all of the common law and statutory powers of a corporation not for profit, including all the powers and duties reasonably necessary or convenient to operate the Subdivision and act as its managing entity pursuant to the Community Documents, except as expressly limited or modified by these Articles, the Community Documents, or law, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce Assessments against Members of the Association to defray the cost, expenses and losses of the Subdivision, and to use the proceeds of Assessments in exercising the Association's powers and performing its duties.
- (b) To own, protect, maintain, repair, replace, and operate the Community Property.
- (c) To contract for and maintain such policy or policies of insurance as may be required by the Community Documents, or as the Board deems necessary or desirable.
- (d) To enforce by legal means the provisions of the Community Documents, and any Rules and Regulations promulgated by the Association.

PREPARED BY:
David K. Deitrich, Esquire
Dye, Deitrich, Prather, Petruff & St. Paul, P. L.
1111 3rd Avenue West, Suite 300
Bradenton, Florida 34205
(941)748-4411

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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FAX AUDIT NO.:



FAX AUDIT NO.:

- (e) To enter contracts for the management or maintenance of the Community Property, and any other property of the Association, and to delegate any powers and duties of the Association in connection therewith, except such powers or duties as may be expressly required by the Community Documents or by applicable law to be exercised by the Board or the Members.
- (f) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of the Subdivision.
- (g) To borrow money to carry out the other powers and duties of the Association, and to give security for any such borrowing, including but not limited to, granting a security interest or lien upon assets of the Association, including Assessments, Owner Charges, and other funds receivable by the Association, including any liens or lien rights associated therewith, all on terms approved by the Board.
- (h) To adopt, amend and enforce reasonable Rules and Regulations governing the use of the Community Property and the Lots, and the operation of the Association.
- (i) To enter into agreements, or acquire leaseholds, memberships and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners.
- (j) To reconstruct Improvements after casualty and to further improve the Community Property.
- (k) To sue and be sued.
- (l) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of property of any kind or nature.
- (m) To operate and maintain and manage any Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, as required by any applicable environmental resource permit issued with respect thereto by the Southwest Florida Water Management District (the "District"), or otherwise, as provided in the Declaration.
- (n) To contract for services to provide for the operation and maintenance of the Surface Water Management System Facilities.
- (o) To levy, enforce and collect Owner Charges for the purposes set out in the Declaration.
- (p) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the state of Florida and consistent with the Community Documents.
- (q) To exercise in any other power contemplated by the Community Documents.

ARTICLE 4

(((M0700007238 3)))

FAX AUDIT NO.:

No Distributions

The Association is organized and shall exist on a non-stock basis, does not contemplate pecuniary gain or profit to the Members thereof and is organized and shall exist solely for nonprofit purposes. No dividends shall be paid, and in no event shall the net earnings, income or assets of the Association be distributed to, or inure to the benefit of, its Members, Directors or Officers.

ARTICLE 5**Term**

The period of duration of the Association is perpetual.

ARTICLE 6**Membership**

6.1. The Members of the Association are all owners of record legal title to one or more Lots in the Subdivision, as more fully set out in the Community Documents.

6.2. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Lot.

6.3. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of his membership, as are set forth in the Community Documents.

6.4. Each Member shall have such voting interests as may be provided in the Community Documents.

ARTICLE 7

7.1. The affairs of the Association shall be administered by a Board of Directors comprised of at least three (3) but no more than seven (7) persons; provided, however, that the Board shall at all times be comprised of an odd number of Directors. The exact number of Directors shall be as provided in the Bylaws. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Bylaws.

7.2. The initial Board of Directors shall be appointed by Declarant and shall serve until such time as Declarant appoints replacement Directors or until their successors have been qualified and duly elected by the members of the Association in the manner provided in the Community Documents.

ARTICLE 8**Officers**

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Directors may deem necessary or appropriate from time to time. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each newly constituted Board and shall serve at the pleasure of the Board.

ARTICLE 9**Bylaws**

(((M0700007239 3)))

FAX AUDIT NO.:

The initial Bylaws of the Association shall be adopted by the initial Board of Directors and may be altered, amended or repealed in the manner provided therein.

ARTICLE 10 Indemnification

To the extent permitted by law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by, or imposed on, him in connection with any legal proceeding, or settlement or appeal of such proceeding to which he may be made a party because of his being or having been, a Director or Officer of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Director or Officer were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Association; or
- (b) a violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful; or
- (c) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

In the event of a settlement the right to indemnification shall not apply unless a majority of the disinterested directors approves the settlement as being in the best interests of the Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

ARTICLE 11 Amendments

Amendments to these Articles may be adopted as follows:

11.1. During the time that the Declarant has the right to amend the Declaration, the Declarant may amend these Articles in any manner that is not prohibited by law, without the need for vote of the Members.

11.2. Subsequent to the Turnover Date, amendments to the Articles may be proposed by a majority of the Board, or upon written petition to the Board signed by Owners of Lots holding not fewer than twenty-five (25%) of the total votes.

11.3. Any amendment to these Articles so proposed by the Board or Members shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

11.4. Except as otherwise provided by law, a proposed amendment to these Articles shall be adopted if approved by a two thirds (2/3rd) majority of the total Voting Interests at an annual or special meeting called for that purpose, or if approved in writing by a two thirds (2/3rd) majority of the Total Voting Interests without a meeting, provided that notice of any proposed amendment has

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been given to the Members and that the notice contains the text of the proposed amendment.

11.5. An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and subsequently recording a certified copy thereof in the Public Records, with the formalities required for the recording of an amendment to the Bylaws.

**ARTICLE 12
Incorporator**

The name and address of the Incorporator is:

John Hultquist
3690 Pond View Lane
Sarasota, Florida 34235

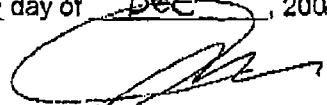
**ARTICLE 13
Initial Registered Office and Agent**

The address of the initial registered office of the Association shall be: 3690 Pond View Lane, Sarasota, FL 34235, and the name of the initial registered agent at such address shall be John Hultquist.

**ARTICLE 14
Dissolution**

In the event of termination, dissolution or final liquidation of the Association, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Association. For the purposes hereof, there shall be no obligation to transfer the Surface Water Management System Facilities if the Association is administratively dissolved by the Florida Department of State under circumstances which the Association does not intend such dissolution, and such intent is confirmed by the subsequent reinstatement of the Association.

IN WITNESS WHEREOF, the Incorporator has hereunto set his hand and seal or caused these Articles of Incorporation to be signed this 20 day of Dec, 2006.




John Hultquist

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

John Hultquist, having been designated as the registered agent for the Marshall's Landing Community Association, Inc. hereby agrees to act in such capacity and acknowledges that he is familiar with, and accepts, the obligations of such position.

Dated: Dec 20 2006



John Hultquist

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TALLAHASSEE FLORIDA



BYLAWS
OF
MARSHALL'S LANDING COMMUNITY ASSOCIATION, INC.
A Florida Corporation Not-For-Profit

These are the Bylaws of the **MARSHALL'S LANDING COMMUNITY ASSOCIATION, INC.**, which is referred to as the "Association", which is the managing entity pursuant to the Declaration of Protective Covenants for Marshall's Landing, as it may be supplemented and/or amended from time to time (the "Declaration"). Capitalized terms used herein shall have the meanings given them in the Declaration, unless otherwise expressly provided herein.

ARTICLE 1.
GENERAL PROVISIONS

1.1. Principal Office. The office of the Association shall be in the Subdivision, or at such other place in Manatee County, Florida, as the Board may determine from time to time.

1.2. Fiscal Year. The Fiscal Year of the Association shall be the calendar year, or such other year designated by the Board.

1.3. Seal. The Seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation.

ARTICLE 2.
MEMBERS

2.1. Qualification. Membership shall be determined in accordance with the Declaration.

2.2. Change of Membership. Change of Membership in the Association (other than Declarant Membership) shall be established by the transfer of an ownership interest in a Lot in the Subdivision, whether by execution and delivery of a deed or other instrument or the occurrence or non-occurrence of an event that gives rise to such change in ownership. Upon the happening of such event, the Owner established by such circumstance shall thereupon become a Member of the Association and the membership of the prior Owner whose qualifying interest in such Lot has ended shall terminate. The Board may establish reasonable rules and regulations for the provision to it of appropriate notice and evidence of such change of ownership, including but not necessarily limited to, delivery to the Association of a copy of instruments evidencing such change. Until appropriate evidence of a change of ownership as may be reasonably required by the Association is furnished to it, the Association may rely upon its record of Members.

2.3. Evidence of Membership. There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership of Lots.

ARTICLE 3.
VOTING

3.1. Voting Interests. The Regular Members and Builder Members who are the record Owner of each Lot shall be collectively entitled to one (1) vote for each Lot. If Regular Members or Builder Members own more than one Lot, they shall be entitled to one vote for each Lot so owned. A vote attributable to a Lot may not be divided. The Declarant Members shall be entitled to the number of votes provided for in the Declaration. The voting rights allocated hereby are sometimes referred to as the "Voting Interests."

3.2. Voting Procedure. All determinations of requisite majorities and quorums shall be made by reference to the total number of votes of Members entitled to vote. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by all Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles, these Bylaws (collectively, the "Community Documents"), or by law.

3.3. Designation of Voting Representative. The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this section.

3.3.1. Single Owner. If a Lot is owned by one natural person, that person is entitled to cast the vote attributable to such Lot.

3.3.2. Multiple Owners. If a Lot is owned by more than one person, the person entitled to cast the vote attributable to such Lot shall be designated by a certificate signed by all of the Owners and filed with the Association. If no certificate designating a voting Member is on file with the Association, and only one of the Owners is present at a meeting, he or she may cast the vote for such Lot without concurrence of the other Owners. If two or more of the Owners are present, they may jointly cast the vote attributable to such Lot if they are able to agree on the manner of casting such vote, but if they are unable so to agree, their vote shall not be counted on any such matter, although the Lot may still be counted for purposes of a quorum.

3.3.3. Life Estate. If a Lot is owned as a life estate, the life tenant shall be entitled to cast the vote attributable to the Lot.

3.3.4. Corporations, Partnerships and Limited Liability Companies. If a Lot is owned by a corporation, partnership or limited liability company, the officer, partner, manager, member, employee or agent thereof entitled to cast the vote attributable to such Lot shall be designated by a certificate executed by an executive officer, general partner, manager, or managing member, as applicable, and filed with the Association.

3.3.5. Trustees. If a Lot is owned by trustees, the trustees shall be entitled to cast the vote. Multiple trustees shall be subject to the same provisions as multiple Owners. Trustees may by certificate executed by all trustees and filed with the Association designate a beneficiary as the person entitled to cast the vote.

3.3.6. Estates and Guardianships. If a Lot is subject to administration by a duly authorized and acting personal representative or guardian of the property, then such fiduciary shall be entitled to cast the vote attributable to such Lot upon filing with the Association a current certified copy of his letters of administration or guardianship. Multiple fiduciaries shall be subject to the same provisions as multiple trustees.

3.3.7. Leases. If a Lot is leased, the Owner/Lessor shall be entitled to cast the vote attributable to the Lot, except that the Owner may designate a lessee as the person entitled to cast the vote attributable to the Lot by a certificate executed by all Owners and filed with the Association.

3.3.8. Certificates. Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until the earlier of any date specified therein or the revocation of such certificate in writing delivered to the Association.

3.4. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, such decision shall be expressed by the person who would cast the vote of such Owner at an Association meeting, unless the written joinder of record Owners is specifically required by the Declaration, these Bylaws, or by law.

3.5. Proxies. Votes may be cast in person or by proxy. A proxy shall be in writing, be dated, state the date, time and place of the meeting for which it is given, and be signed by the designated voting representative, or the Owner if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, as the meeting may lawfully be adjourned and reconvened from time to time, and must be filed with the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Association prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person by the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than 90 days after the date of the meeting for which it was originally given.

3.6. Method of Voting. Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration, whenever an amendment to the Declaration, the Articles, or these Bylaws, is proposed, or when any borrowing of funds is proposed for which Member approval is required, the voting shall be by written ballot. Routine matters, such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business, may be determined by "yea" and "nays;" provided, that any five voting Members or the chairman may require a roll call vote or vote by written ballot.

ARTICLE 4. MEETINGS OF MEMBERS

4.1. Annual Meeting. The annual meeting of the Members shall be held during the month of March of each year on a day and at a time determined by the Board; provided that notice pursuant to Section 4.3 is given at least 30 days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

4.2. Special Meeting. Special meetings of the Members shall be held whenever called by the President, any vice president, or a majority of the Board, and must be called by such officers on receipt of a written request from Members entitled to cast not fewer than ten (10%) percent of the total number of votes of the membership. Requests for a meeting by the Members shall state the purpose(s) for the meeting. Business at any special meeting shall be limited to the items specified in the notice of meeting.

4.3. Quorum. A quorum shall exist when Members entitled to cast not fewer than twenty (20%) percent of all votes are present, either in person or by proxy; provided, however, that at the meeting held pursuant to Section 5.2.3, at which Regular Members first elect a majority of the Board, the quorum shall be the Members present, in person or by proxy.

4.4. Notice of all Meetings of Members. Notice of a meeting shall be furnished to each Member entitled to vote at such meeting at least 14 days prior to the meeting date. The notice shall specify the date, time and location of the meeting. The notice of all special meetings shall describe the purpose of the meeting, and business conducted at a special meeting is limited to the purposes described in the notice. Notice of the annual meeting need not include a description of the purposes unless required by the Declaration, these Bylaws, or by law. Any listing of the purposes of an annual meeting will not limit the matters upon which the Members may act, unless such notice is expressly

required by the Declaration, these Bylaws or by law. Notices shall be in writing and shall be mailed or delivered to each Member at such Member's address as it appears on the records of the Association, or as the Member may have otherwise directed in writing, or be furnished by electronic transmission in accordance with Section 11.4 hereof. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an Owner. A single notice may be furnished to multiple Owners listed on the records of the Association as having the same address. Proof of such timely mailing, delivery, or electronic transmission of notice shall be given by affidavit of the person giving the notice, which affidavit shall be filed among the official records of the Association. Notice of meetings may be waived in writing before, during or after meetings.

4.5. Place. Meetings of the Association shall be held at such place in Manatee County, Florida, as may be designated in the notice of meeting.

4.6. Adjournments. If any meeting cannot be organized because a quorum has not attended, or if the Members otherwise wish to adjourn a meeting, 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, however, the new date, time or place of the adjourned meeting must be announced at the meeting before the adjournment, failing which new notice must be given.

4.7. Minutes. Minutes of all meetings of the Members shall be kept in a business like manner, be available by inspection by Members or their authorized representatives at all reasonable times, and be maintained for at least seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time.

4.8. Member Participation. Members have the right to attend all membership meetings and to speak at any meeting with respect to all items open for discussion or included on the agenda. A Member has the right to speak for at least three minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Board may adopt written reasonable rules covering the frequency, duration, and other manner of Member statements, which rules must be consistent with the Community Documents and the Community Association Act.

ARTICLE 5. DIRECTORS

5.1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined by the Members from time to time prior to the annual election of directors. The Board shall at all times be comprised of an odd number of members. Until otherwise determined by the Members, there shall be three (3) directors.

5.2. Election of Directors. Directors shall be elected in the following manner:

5.2.1. Annual Election. Election of directors shall occur at the annual meeting. A nominating committee of not less than three Members may be appointed by the Board not less than 30 days prior to the annual meeting. Members may nominate themselves in writing to the Association prior to any cut off date the Board may establish. The Board may provide proxies for the meeting listing all those Members who have been nominated prior to the mailing out of the proxies. A Member may self-nominate at the meeting if so provided by the Community Association Act., but any Member self nominating at the meeting will not be listed on proxies.

5.2.2. Procedure. Election shall be by ballot, unless dispensed with by a two-thirds vote. Election shall be by a plurality of the votes cast, each person voting being

entitled to cast his votes for each of as many of the nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.2.3. Declarant's Right to Appoint. Prior to the Turnover Date, the election of directors shall be subject to the rights of the Declarant Members under Section 3.03 of the Declaration. Within thirty (30) days after the Turnover Date, at either an annual meeting or a special meeting called for such purpose, all Regular Members shall be entitled to elect at least a majority of the directors to replace those directors elected or designated by the Declarant, such directors to serve until the annual meeting date that is to be held during a month not fewer than eleven months after the month of the Turnover meeting. Of the remaining members of the Board, the Declarant shall be entitled to appoint or elect at least one member of the Board so long as the Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Subdivision. Any other directors shall be elected by all Members.

5.2.4. Waiver By Declarant. Declarant Members may waive their right to elect or designate any one or more directors, which waiver shall, however, apply only to the specific election at which such waiver is made. If the Declarant does waive such right, the Regular Members shall elect the member or members of the Board who would otherwise have been elected or designated by the Declarant. Such persons shall be subject to removal by the Declarant prior to the Turnover Date.

5.3. Term. The term of each director's service shall extend to the annual meeting of the Members at which such director term expires, and thereafter until a successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. The Declarant initially, and thereafter the Board, may establish director terms of more than one year so that the terms of the several directors shall be staggered to assure continuity. In no event shall a term of a director exceed three years, except for directors elected or designated by Declarant. If staggered terms are implemented, all directors shall be elected to serve the same length of time, except that in the election at which staggered terms are implemented, designated directorships may be established for shorter terms on a one time basis to establish the pattern of staggering.

5.4. Removal of Directors from Office. Any director, except those appointed by Declarant, may be recalled and removed from office, with or without cause, by the vote of a majority of all Members. Such recall may be either by written agreement, written ballot without a membership meeting, or by a vote taken at a meeting called for that purpose. A special meeting of the Members to recall a Director or Directors may be called by Members holding ten (10%) percent or more of the Voting Interests giving notice of the meeting as required for a meeting of Members, which notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose. If a meeting is held, or an agreement or ballot filed, for the removal of more than one (1) Director, the question shall be determined separately as to each Director sought to be removed. The procedure and requirements for any such recall of a Director from office shall be as set forth in the Community Association Act.

5.5. Qualifications. All directors shall be Members of the Association, except that directors elected or designated by the Declarant need not be Members. Officers, partners, members, managers, agents and employees of business entities that are Owners, or that serve as fiduciaries of Owners, shall be deemed Members for the purposes of qualifying for election to the Board.

5.6. Vacancies. Except as otherwise expressly provided herein, if the office of any director becomes vacant, whether by reason of death, resignation, removal, disqualification, incapacity, or otherwise, a majority of the remaining directors shall select a successor, who shall hold office until the next annual meeting. Provided, however, that if vacancies occur on the Board as a result of a recall and a majority or more of the Board of Directors is removed, the vacancies shall be filled by Members

voting in favor of the recall. Nothing contained herein shall limit the right of Declarant to fill vacancies on the Board that occur as a result of the removal, death, or resignation of a Declarant appointed Board Member.

5.7. Disqualification and Resignation. Any director may resign at any time by sending written notice to the Association. Such resignation shall take effect upon receipt by the Association, unless otherwise specified in the resignation. Any director who must be a Member shall be deemed to have resigned if he no longer has a requisite ownership interest in a Lot and ceases to be a Member. After the Turnover Date, more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed an offer of resignation, which shall be effective only upon acceptance by the Board.

5.8. Organizational Meeting. The organizational meeting of a newly elected Board shall be held immediately following a meeting of Members at which the election of new directors was held, if all directors are present, or if not, then within ten (10) days after the election of new directors, at such place and time as shall be either announced by the chairman of the meeting at which the election occurred, or set forth in a notice of Board meeting.

5.9. Regular Meetings. The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meeting may be dispensed with upon written concurrence of not less than two-thirds of the members of the Board.

5.10. Special Meetings. Special meetings of the directors of the Board may be called by the President and must be called by the Secretary or an assistant secretary at the written request of any two directors. Special meetings required in connection with a recall of one or more Directors shall be called and held in accordance with the Community Association Act.

5.11. Notice.

5.11.1. Generally. Notice of meetings shall be given to each director, either orally in person or by telephone, by mail, or by electronic transmission given in accordance with law, on a day that is, at least two (2) days prior to the meeting date. All notices shall state the time and place of the meeting and, if a special meeting, the purposes thereof, if required by law or the Community Documents. Any director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, unless such director objects as required by law. In addition, notice of all Board meetings must be posted in a conspicuous place in the Subdivision at least 48 hours in advance of the meeting, or as an alternative to such posting, notice must be mailed or delivered to each Member at least seven (7) days before the meeting. Such posting or alternate provision of notice shall not be necessary in an emergency.

5.11.2. Assessments or Rules and Regulations-Special Requirements.

Notwithstanding the foregoing general notice provisions, an Assessment may not be levied, nor may rules and regulations that regulate the use of Lots be adopted, amended, or revoked, at a Board meeting, unless written notice of the meeting is provided to all Members at least fourteen (14) days before the meeting. Such notice must include a statement that Assessments will be considered at the meeting and the nature of the Assessments, or that rules regulating the use of Lots may be adopted, amended, or revoked. Such notice must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously within the subdivision not less than 14 days before the meeting.

5.12. Quorum. A quorum at any meeting of the Board shall consist of a majority of the entire Board. Actions approved by a majority of those present at a meeting at which a quorum is present shall constitute the action of the Board except where approval of a greater number is required by the Declaration or these Bylaws.

5.13. Adjourned Meeting. If at any meeting of the Board there shall be less than a quorum present at any time, or if a majority of those present determine an adjournment is appropriate for any other reason, then the majority of those present may adjourn the meeting. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided the new date, time, or place of the adjourned meeting is announced before the meeting is adjourned.

5.14. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the concurrence of such director for the purpose of determining requisite majorities on any action taken and reflected in such minutes, or to create a quorum. Directors may join in minutes under this section only after an open meeting.

5.15. Meetings Open. Meetings of the Board shall be open to all Members; provided, however, any meeting between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, or with respect to meetings of the Board held for the purpose of discussing personnel matters, shall not be open to Members. Any Owner may tape record or videotape meetings of the Board or the Members, subject to reasonable rules adopted by the Board governing the taping of such meetings.

5.16. Voting. Directors may not vote by proxy or by secret ballot, except that Directors may vote by secret ballot for the election of officers. Each director must vote on each matter presented, unless the director abstains from such vote for an announced conflict of interest.

5.17. Mandatory Agenda Items. If Members holding twenty (20%) percent of the total Voting Interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but in no event later than sixty (60) days after receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in the manner provided in Section 5.11(b), except that the notice shall describe the petitioned item. At such meeting each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs a sign up sheet, if one is provided, or if not, if such Member submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

5.18. Minutes. 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, and be maintained for a period of seven (7) years after the date of the meeting. The minutes must reflect a vote or abstention from voting on each matter voted upon for each director present at a meeting.

5.19. Presiding Officer. The presiding officer at Board meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the directors present shall designate one of their members to preside.

5.20. Director's Fees. Directors shall serve without compensation but may be reimbursed for reasonable out-of-pocket expenses according to policies adopted from time to time by the Board. This provision may be amended only by a vote of seventy-five (75%) percent of all Members and, prior to the Turnover Date, the written consent of the Declarant.

5.21. Application to Committees. The quorum, notice and other procedural requirements of Sections 5.11 through 5.16, inclusive, shall be applicable to (a) any committee of the Association if that committee's meeting will result in a final decision concerning the expenditure of Association funds, (b) the ARC, and (c) to any other committees if so determined by the Board, or if required by these Bylaws or by applicable law.

ARTICLE 6. POWERS AND DUTIES OF THE BOARD

The Board shall have all powers, authority, discretion and duties necessary or appropriate for the administration of the Association and operation of the Subdivision, except as may be reserved or granted to the Owners, Declarant or a specific committee or committees by the Community Documents. The powers of the Board shall include, but shall not necessarily be limited to, the following:

6.1. General Powers. All powers specifically set forth in the Community Documents, all powers incident thereto or reasonably to be inferred therefrom, and all powers and authority of a Board of Directors set forth in the Florida Not-For-Profit Corporation Act, except as limited by the Community Documents, or law.

6.2. Enforcement and Fines. The Board shall enforce by legal means provisions of the Community Documents and rules and regulations promulgated pursuant thereto. If the Board determines that any Member, or the tenant, guest or invitee of a Member (an "Alleged Offender"), is in violation of any of the provisions thereof, the Board, or an agent designated for that purpose, shall notify the Alleged Offender of the nature of the violation. If said violation is not corrected within the time specified therein, which time shall be not less than five (5) days, the Association may thereafter levy a fine for each offense against the Alleged Offender in accordance with this section.

6.2.1. Amount. The amount of such fine shall be in such reasonable amount as may be established from time to time by the Board as an amount deemed adequate to encourage observance of applicable provisions of the Community Documents and rules and regulations, but in no event to exceed any then applicable maximum amount per violation established by applicable Florida Statute (The maximum fine per violation as of the date of adoption of these Bylaws is \$100, as prescribed by Section 720.305(2), Florida Statutes 2004). Each day during which the violation continues shall be deemed a separate offense, with a single notice and opportunity for hearing, but no such fine shall exceed in the aggregate fifteen times the then applicable maximum fine per violation.

6.2.2. Hearing. No fine shall be imposed upon an Alleged Offender without first giving such person at least fourteen (14) days notice and an opportunity for a hearing before a committee (the "Compliance Committee") consisting of at least three (3) Members appointed by the Board. Members of the Compliance Committee may not be officers, directors or employees of the Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee of the Association.

6.2.3. Procedure. The notice required by Section 6.2.2 may be combined with the notice given by or under the authority of the Board to notify the Alleged Offender of the nature of the violation. The notice required by Section 6.2.2 shall set out the right of the Alleged Offender to a hearing before the Compliance Committee, the procedure and time limit for the Alleged Offender to request a hearing, and either the date, time

and place of such hearing or that if the Alleged Offender requests a hearing, the Alleged Offender shall be given further notice of the date, time, and place of the hearing. If the Alleged Offender does not request a hearing within the fourteen (14) days following notice, then the Compliance Committee may meet at any time thereafter without further notice to the Alleged Offender, but shall comply with the notice provisions of Section 5.21 of these Bylaws.

6.2.4. Committee Decision. The Compliance Committee shall meet, and hold a hearing if one has been timely requested by the Alleged Offender. At the conclusion of the hearing, if one has been requested, or during the meeting if no hearing is held, the Compliance Committee shall either approve or disapprove of the proposed fine. No fine may be imposed unless the Compliance Committee has approved of it.

6.2.5. Fine. Any fine approved by the Compliance Committee shall be assessed by the Board as an Owner Charge against the Alleged Offender if he is a Member, but anything contained in the Community Documents to the contrary notwithstanding, no Owner Charge for a fine shall be a lien upon a Lot except as may be allowed by the Community Association Act, as it may be amended from time to time. Provided, however, that no fine may be levied in any event against the Declarant.

6.3. Budgets and Assessments. The Board shall levy Assessments and adopt budgets, and use and expend Assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws, and subject to any applicable provisions of law.

6.4. Employment. The Board may employ, dismiss, control and contract for personnel and contract for the administration of the Association and the carrying out of the Association's responsibilities, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.5. Rules and Regulations. The Board may adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association, the use of the Community Property, Lots, and as otherwise provided in the Declaration. Any rules or regulations adopted by the Board may be supplemented, amended, or rescinded by affirmative vote of not less than two-thirds of the total votes of the membership. Any rules or regulations approved by the Owners shall not thereafter be amended or rescinded except upon affirmative vote of not less than two-thirds of total votes of the membership. Notice of any meeting of the Board at which rules and regulations regulating the use of the Lots may be adopted, amended, or revoked, must be given pursuant to Section 5.11(b).

6.6. Committees. The Board may create and disband such committees as the Board may from time to time determine as reasonably necessary or useful, and may delegate such authority to such committees as may be reasonable in connection with the purpose. Nothing contained herein shall restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board.

ARTICLE 7. OFFICERS

7.1. Officers and Election. The officers of the Association shall be a President, and a Vice President, who must be directors, a Treasurer and a Secretary. All officers shall be elected and may be removed with or without cause by majority vote of all directors at any meeting. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall determine to be required to manage the affairs of the Association. If the Board so determines,

there may be more than one vice president. Any person may hold two offices, except that the President shall not also be the Secretary, an assistant secretary, or the Treasurer. Any officer may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt.

7.2. President. The President shall be the chief executive officer of the Association, and shall be *ex officio*, a member of all standing committees. He shall have all of the powers and duties which are usually vested in the office of President of a non-profit corporation. He shall serve as chairman at all Board and membership meetings.

7.3. Vice Presidents. The Vice President(s), in the order of their seniority, shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

7.4. Secretary and Assistant Secretary. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, and shall perform light duties for committees when required. He shall attend to the giving and serving of all notices to the Members and directors, and other notices required by law. He shall keep the records of the Association, the Board and committees thereof, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a non-profit corporation, as may be required by the Board or the President. The assistant secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent and assist the Secretary. The minutes of all meetings of the Members and the Board shall be kept in books available for inspection by Members or their authorized representatives, at any reasonable time. All such records shall be retained for not less than seven years.

7.5. Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with generally accepted accounting principles. He shall provide for the collection of Assessments and perform all other duties incident to the office of Treasurer.

7.6. Compensation. The compensation of all employees of the Association shall be fixed by the Board. Officers shall serve without compensation but may be reimbursed for out-of-pocket expenses according to policies adopted from time to time by the Board. No amendment to these Bylaws may provide for any compensation to an officer except upon affirmative vote of 75 percent of all Members and, prior to the Turnover Date, the written consent of the Declarant.

7.7. Term. All officers shall hold office until their successors are chosen and qualified. Officers shall be elected at such times, and for such terms, as a majority of the entire Board shall determine.

ARTICLE 8. FISCAL MANAGEMENT

The fiscal management of the Association shall be as set forth in the Declaration and this Article.

8.1. Accounting. Receipts and expenditures of the Association shall be credited and charged to such accounts as the Board, in consultation with its accountants, shall from time to time determine to be necessary, reasonable or appropriate, and as shall be required by applicable law.

8.2. Budget. The Board shall adopt a budget for each Fiscal Year, which shall include the estimated revenues and expense (including any reserves established in accordance with the

Declaration) for the year, and the estimated surplus or deficit as of the end of the year immediately preceding the budget year. Within ten (10) business days after the budget is adopted, the Association shall provide each Member with a copy of the annual budget or with written notice that a copy of the budget is available upon request at no charge to the Member within ten (10) business days after receipt of a written request for such copy.

8.3. Assessments. Adoption of a budget shall be deemed to have levied the Regular Assessment, in an amount sufficient to fund the adopted budget. Regular Assessments shall be made in advance at least ten (10) days prior to the beginning of the Fiscal Year for which the Assessment is made. Such Assessment shall be due annually in advance on the date established by the Board, or at the discretion of the Board, in such installments as the Board may determine, payable at the times the Board determines. If a Regular Assessment is not made timely, an Assessment shall be presumed to have been made in the amount of the last prior Regular Assessment, which Assessment may be adjusted at such time as the Board levies and establishes the annual Assessment. If the Regular Assessment proves to be insufficient, the Board may levy Special Assessments from time to time as may be necessary, subject to such approval, if any, of Members as may be required by the Declaration. Other Special Assessments as contemplated by the Declaration may be levied by the Board from time to time, with such approval of the Members as may be required by the Declaration, if any. Failure of the Board to adopt a budget or to levy an Assessment in a timely manner shall not affect the validity of an Assessment when adopted, and if necessary the Board may confirm or levy a Regular Assessment retroactive to the beginning of the then current Fiscal Year.

8.4. Acceleration of Assessments. If any Assessment, Owner Charge, or installment of either, becomes more than fifteen (15) days past due, the Board shall have the right to accelerate the due date of the entire unpaid balance of such Assessment, Owner Charge, or both. Any Lien Notice shall secure payment of the entire accelerated obligation, together with all Delinquency Charges.

8.5. Expenditures. All funds of the Association shall be expended only upon authorization of the Board. Approval of a budget shall be deemed authority to expend funds for the items and categories of items within the budget.

8.6. Depository. The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or other orders signed by such persons as are authorized by appropriate resolution of the Board. Funds of the Association may be co-mingled or kept in separate accounts, except as otherwise required by the Declaration.

8.7. Financial Reports.

8.7.1 Provision of Report. A financial report shall be prepared annually by the Association within sixty (60) days after the close of the fiscal year, and not later than ten (10) business days after the report is completed, either (a) a copy of the report shall be furnished to each Member, or (b) written notice shall be given to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested shall be furnished within ten (10) business days after receipt of the request. Such reports shall consist of a complete set of financial statements prepared in accordance with generally accepted accounting principles. The financial statements shall be based upon the Association's total annual revenues, and be in accordance with the requirements of the Community Association Act with respect thereto.

8.7.2 Procedure to Increase Level of Reporting. If Owners of Lots holding twenty (20%) percent or more of the total Voting Interests petition the Board for a level of financial reporting higher than that required by the Community Associations Act, the

Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that Fiscal Year. Upon approval of a majority of the total Voting Interests, the Association shall prepare, or cause to be prepared, shall amend the budget or adopt a Special Assessment to pay for, the financial report, regardless of any provisions to the contrary in the Community Documents, and shall provide within ninety (90) days of the meeting or end of the Fiscal Year, whichever occurs later, higher level financial statements, prepared consistent with the Community Association Act.

8.8. Fidelity Bonds. Fidelity bonds shall be required by the Board for all persons handling or responsible for the Association's funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

8.9. Contracts For Products and Services. The Board shall comply with the Community Association Act with respect to requirements that certain contracts of the Association be in writing, and that certain contracts must be entered only after the Association obtains competitive bids.

**ARTICLE 9.
PARLIAMENTARY RULES**

Robert's Rules of Order, latest edition, shall govern the conduct of the meetings of the Association, the Board and committees of the Association when not in conflict with the Declaration, Articles or these Bylaws.

**ARTICLE 10.
AMENDMENT**

10.1. By Declarant. Prior to the Turnover Date, these Bylaws may be amended by the Declarant, without consent or approval of any Owner.

10.2. By the Board. After the Turnover Date, these Bylaws may be amended by the Board in the manner and on the terms contained in Section 12.5(c) of the Declaration.

10.3. By the Members. After the Turnover Date these Bylaws may be amended by the Members at any regular or special meeting duly called for that purpose. A proposed amendment must be approved by sixty seven (67%) percent of the total Voting Interests.

10.4. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or the Articles.

**ARTICLE 11.
MISCELLANEOUS**

11.1. Interpretation. The Bylaws shall be construed together with the Declaration and the Articles. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. The provisions hereof shall be liberally construed to grant to the Association and the Board sufficient practical authority to implement the duties and authorities under the Declaration. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the singular shall include the plural and the plural shall include the singular.

11.2. Official Records. The Association shall maintain, as its official records, those items required to be maintained by the Community Association Act. The official records shall be open to

inspection and available for copying by Members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This provision may be complied with by having a copy of the official records available for inspection or copying in the Subdivision. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Board may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, in accordance with the Community Association Act, and may impose fees as provided by said act. Notwithstanding the foregoing, the following records shall not be accessible to Members:

- (1) any record protected by the lawyer-client privilege described in Section 90.502, Florida Statutes, and any record protected by the work product privilege, including, but not limited to, any record prepared by an Association attorney, or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and was prepared exclusively for civil or criminal litigation, or for adversarial administrative proceedings, or which was prepared in anticipation of eminent civil or criminal litigation or imminent adversarial administrative proceedings, until the conclusion of the litigation or adversarial or administrative proceedings.
- (2) information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot.
- (3) disciplinary, health, insurance, and personnel records of the Association's employees.
- (4) medical records of Owners or Occupants.

11.3. Dispute Resolution. If and to the extent required by the Community Association Act, disputes between and among Owners, the Association, Officers or Directors of the Association, shall be submitted to mandatory mediation, or binding or non-binding arbitration, as provided in the Community Association Act.

11.4. Notice by Electronic Transmission. Unless prohibited by law or otherwise expressly provided in the Declaration or these Bylaws, any notice of meetings of the Members, the Board, or committees of the Association, may be given by electronic transmission to Owners and directors who consent to receive notice by electronic transmission, as required by law. For the purposes hereof, the term "electronic transmission" shall be as defined in, and subject to the provisions of, Section 617.01401, Florida Statutes, as it may be amended or renumbered from time to time.

11.5. Gender and Number. Whenever the context permits or requires, the singular shall include the plural, and the plural shall include the singular, and the use of any one gender shall be deemed to include all genders.

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Exhibit "D"

RIGHT OF ENTRY
andCOMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards, Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for Marshall's Landing

SUBDIVISION

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
 - II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
 - III. **Disturbance of Common Areas.** No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
 - IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
 - V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
 - VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.
- *The EXHIBIT label is used when this notice is referred to in the Covenants, Conditions, and Restrictions and attached to that document. If that's not the case, this notice must be separately notarized and recorded.*

Updated 12/27/99

EXHIBIT E
Marshall's Landing Homeowners Association

MARSHALL'S LANDING HOA BUDGET											
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Income											
Assessments from Assoc Fe	\$99,900	\$104,340	\$111,000	\$117,660	\$124,320	\$127,500	\$137,640	144,300	150,960	155,400	162,726
Other Income	\$3,996	\$4,156	\$4,322	\$4,495	\$4,675	\$4,852	\$5,056	5,258	5,468	5,687	5,914
Association Contributions	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0
Excess Rollover	\$0	\$14,896	\$19,442	\$25,619	\$33,176	\$42,480	\$48,499	58,536	68,800	78,970	86,487
Total Income	\$113,896	\$123,392	\$134,764	\$147,774	\$162,171	\$174,842	\$191,195	208,094	225,228	240,057	255,127
Expenses											
Management Fee	\$6,500	\$6,825	\$7,166	\$7,524	\$7,900	\$8,295	\$8,710	9,146	9,603	10,083	10,587
Postage/Office	\$2,500	\$2,625	\$2,756	\$2,893	\$3,037	\$3,189	\$3,348	3,515	3,691	3,876	4,070
Legal/Accounting	\$3,500	\$3,675	\$3,859	\$4,052	\$4,255	\$4,468	\$4,691	4,926	5,172	5,431	5,703
Insurance	\$12,000	\$12,600	\$13,230	\$13,891	\$14,586	\$15,315	\$16,081	16,885	17,729	18,615	19,546
Taxes and Licenses	\$1,500	\$1,575	\$1,653	\$1,735	\$1,822	\$1,913	\$2,009	2,109	2,215	2,325	2,442
Street Lights	\$6,000	\$6,300	\$6,615	\$6,945	\$7,293	\$7,657	\$8,040	8,442	8,864	9,307	9,773
Electricity	\$7,000	\$7,350	\$7,717	\$8,103	\$8,508	\$8,933	\$9,379	9,848	10,341	10,858	11,401
Entry Maintenance	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,762	\$13,400	14,071	14,774	15,513	16,288
Roadway Maintenance	\$9,000	\$9,450	\$9,922	\$10,418	\$10,939	\$11,486	\$12,060	12,663	13,297	13,961	14,660
Common Area Maintenance	\$12,000	\$12,600	\$13,230	\$13,891	\$14,586	\$15,315	\$16,081	16,885	17,729	18,615	19,546
Utility Maintenance	\$11,000	\$11,550	\$12,127	\$12,733	\$13,369	\$14,038	\$14,740	15,477	16,250	17,063	17,916
Dock Maintenance	\$8,000	\$8,400	\$8,820	\$9,261	\$9,724	\$10,210	\$10,720	11,256	11,819	12,410	13,031
Irrigation	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,762	\$13,400	14,071	14,774	15,513	16,288
Total Expenses	\$99,000	\$103,950	\$109,145	\$114,598	\$120,329	\$126,343	\$132,659	139,294	146,258	153,570	161,261
Estimated Excess/Shortage	\$14,896	\$19,442	\$25,619	\$33,176	\$41,842	\$48,489	\$58,536	\$68,800	\$78,970	\$86,487	\$93,876
Assessable Lots	37	37	37	37	37	37	37	37	37	37	37
Assessment per Lot	\$2,700	\$2,820	\$3,000	\$3,180	\$3,360	\$3,540	\$3,720	\$3,900	\$4,080	\$4,200	\$4,500
Monthly Fee	\$225	\$235	\$250	\$265	\$280	\$295	\$310	\$325	\$340	\$350	\$375

EXHIBIT "F"

MAINTENANCE PROGRAM

A maintenance program has been established for the operation and care of the subdivision amenities. The following is a schedule for the inspection and maintenance of all lands, streets, facilities, and uses under the purview of Marshall's Landing Community Association.

Bi-weekly:	Landscape and Lawn Service.
Monthly:	Tree and Landscape Service.
Quarterly:	Inspection and maintenance of all Lake areas. Inspection of irrigation system.
Yearly:	Painting and repair of gazebo, boardwalk, and docks, and replacement of signs, trees, and shrubbery. Monitoring and maintenance for exotic nuisance plant species. Water and sewer lines inspection by outside professional firms.

The streets and sidewalks installations will be inspected by outside professional firms for disrepair and need of maintenance.

The Association is responsible for stormwater monitoring data collection and reporting, operation and maintenance, and renewal and replacement of the Surface Water Management System. The Association shall submit inspection reports in the form required by SWFWMD, in accordance with the following schedule.

- For systems utilizing retention or wet detention, the inspection shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

EXHIBIT G

(page 1 of 4)

NOTICE TO BUYER

To the purchasers of Lots in Marshall's Landing, Manatee County, Florida.

You are hereby notified that the purchase of your Lot is subject to:

1. The Declaration of Protective Covenants, as amended, a copy of which is provided upon execution of your contract to purchase (the "Declaration").
2. Ownership of a Lot in said Subdivision automatically makes you a member of the Marshall's Landing Community Association, Inc. (the "Association") and you are subject to its Articles of Incorporation, Bylaws and Rules and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
3. The Association will own and control the Community Property as described in the Declaration, and has the right and power to assess and collect the cost of maintaining the Community Property, which you have a right to enjoy in accordance with the Declaration. A ten year Fiscal Program and Maintenance Program for the operation of the Association and maintenance of the Community Property are attached to the Declaration as exhibits. The Fiscal Program is Exhibit E to the Declaration. The Fiscal Program's Assessment Schedule is an estimate only, and actual Assessments may be substantially more. A List of Holdings of the Association is attached to the Declaration as Exhibit H. See Article 4 of the Declaration for more details on Community Property.
4. There is a Hurricane Evacuation Plan approved by the Public Safety Department of the County for Marshall's Landing. A copy is attached to the Declaration as Exhibit I.
5. The initial Regular Assessment by the Association is \$2,700.00 annually for each Lot. You are notified hereby that the Association may increase that amount as may be required to maintain the Community Property, and other amenities of the Subdivision, and to carry out the duties of the Association.
6. Purchasers are advised that they are purchasing a Home in a flood prone area, and the site is partially within the Coastal Storm Vulnerability Area.
7. Marshall's Landing abuts the Braden River and there is a relatively higher probability of damage to Homes from floodwaters than in areas not similarly located. These risks are mitigated, in part, by elevating the Homes, and there can be other mitigation strategies to reduce risk and/or the extent of damage in the event of flooding.
8. Purchasers are advised that there is a natural gas transmission line that runs along the south side of SR 70, and crosses the north part of Tract B of the Subdivision, adjacent to SR 70.
9. The Braden River and the Braden River Inlet are known to be frequented by manatees. Boat rentals, personal watercraft rentals, live aboards, and repair activities are prohibited from Docks, Boat Slips, and the Boat Ramp. See Section 12.9 of the Declaration.

10. Throughout the Subdivision there are and will be conservation easements, which have been recorded in Official Records Book ~~2232~~ Page ~~5165~~, of the Public Records. Copies of any such conservation easements are available to any purchaser upon request. Restrictions applicable to areas subject to a conservation easement are set forth in such conservation easement, and summarized in the Declaration.
11. Without the prior consent of the County, certain acts and activities are expressly prohibited within the Wetland Areas, as defined in the Declaration, and as reflected on the Plat as a Conservation Easement. See Sections 8.17 and 8.18 of the Declaration, which read as follows:

"8.17. Wetland Areas and Buffer. Unless permitted by the Code, the following acts and activities are expressly prohibited within the boundaries of all Wetland Areas without the prior consent of the County and/or any other governmental entity having jurisdiction:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising or other structures on or above the ground.
- (b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- (c) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- (d) Removal, mowing or trimming of trees, shrubs or other vegetation.
- (e) Application of herbicides, pesticides, or fertilizers.
- (f) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- (g) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- (h) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- (i) Acts or uses detrimental to such retention of land or water areas.

The Wetland Areas subject to such restrictions include a 30-foot buffer within and adjacent to the perimeter of all such Wetland Areas. Wetland Areas may be subject to Conservation Easement(s).

"8.18. Additional Wetland Restrictions.

- (a) No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District (SWFWMD), Venice Regulation Department.

(b) With respect to all Lots abutting wet detention ponds, the Lot Owners shall not remove native vegetation (including cattails) that become establish within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Venice Regulation Department, Regulation Manager.

(c) The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention pond shall be addressed to the District's Regulation Manager, Venice Regulation Department."

12. The Association is responsible for stormwater monitoring data collection and reporting, operation and maintenance, and renewal and replacement of the Surface Water Management System. The Association shall submit inspection reports in the form required by SWFWMD, in accordance with the following schedule.
 - For systems utilizing retention or wet detention, the inspection shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
13. The Governmental Approvals require the planting of canopy trees as set forth herein. Each owner shall plant, within twenty-five (25') feet of the right-of-way of each street within the subdivision prior to receiving a certificate of occupancy, one or more canopy trees as specified on the attached Exhibit G-1, meeting the requirements of Section 715.4B of the Manatee County Land Development Code for every fifty (50') linear feet or substantial fraction thereof of the right-of-way. None of these required trees shall be planted within a public or utility easement. Existing native trees can be used to fulfill these requirements if they meet spacing and size requirements of this paragraph. Responsibility for installation and maintenance is the Developer's until such lots are sold when responsibility is then transferred to the property owner or association as set forth in the Covenants. In the event a street tree dies or is removed, the owner of the lot or association, as the case may be, is responsible to replace the tree within 30-days.
14. The Subdivision falls in Zone AE with the Base Flood Elevation of 8.5' above M.S.L. based on the Flood Insurance Study 7/15/92 and FIRM Panel 120153 0353C. The site also falls partially in the regulatory floodway of the Braden River. Specifically, all lots encroach into flood zone AE. No lots are platted in the regulatory floodway and the building envelope is 50' outside the regulatory floodway.
15. Any dock constructed in the Subivision will lie within the regulatory floodway of the Braden River and will require a "No-Rise" certification.
16. Per the FEMA 44 CFR 60.3.c.2, an AE zone shall have the lowest habitable finished floor elevated to or above base flood elevation (BFE) and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at BFE plus a one (1) foot freeboard, flood protection elevation (FPE). The finished floor of the homes within the AE zone must be at least one (1) foot higher than the BFE.

17. A Floodplain Management Permit will be needed for submittal along with the building permit application.
18. THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION.
19. Each Owner shall maintain visibility Triangles according to the requirement of Chapter 713 of the Land Development Code of Manatee County, Florida.
20. The foregoing statements are only summary in nature, do not purport to describe all of the provisions of the Declaration or Governmental Approvals, and shall not be deemed to supersede or modify the provisions of the Declaration of Protective Covenants, the Articles or Bylaws of the Association, the Governmental Approvals, or any Lot sales contract between a purchaser and the Declarant.



MARSHALL'S LANDING
 Residential Street Requirements
 Final Landscape Plan Manatee County approved October 9, 2006

LOT NO.	QTY.	COMMON NAME	BOTANICAL NAME	SIZE
1	1	Live Oak	Quercus virginiana	16'-18' ht. 9'-10' spr. 5" cal.
2	1	Live Oak	Quercus virginiana	16'-18' ht. 9'-10' spr. 5" cal.
3	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
4	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
5	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
6	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
7	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
8	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
9	2	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
10	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
11	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
12	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
13	2	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
14	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
15	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
16	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
17	2	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
18	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
19	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
20	2	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
21	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
22	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
23	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
24	1	Live Oak	Quercus virginiana	10'-12' ht. 4'-5' spr. 2.5" cal.
25	1	Live Oak	Quercus virginiana	10'-12' ht. 4'-5' spr. 2.5" cal.
26	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
27	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
28	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
29	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
30	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
31	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
32	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
33	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
34	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full
35	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
36	1	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
37	2	Live Oak	Quercus virginiana	10'-12' ht. 5'-6' spr. 3" cal.
	3	Queen Palm	Syagrus romanzoffiana	18'-26' oa. ht. full

oa. Overall height

ht. Height

spr. Spread

cal. Caliper

EXHIBIT H

MARSHALL'S LANDING
List of Holdings

The following is a list of the holdings of the Association, listing for each a tract number as reflected on the Plat, or other description; the area in square feet, if applicable; and primary intended use. See Article 4 of the Declaration for more details, particularly concerning additional uses and purposes that may be made of such holdings.

Tract	Description	Square Feet
Tract A	Private Road	98,323
Tract B	Detention Area 1 50' Natural Gas Transmission Easement, O. R. Book 298, Page 39 5' Non-Vehicular Ingress/Egress Easement	46,631
Tract C	Flood Plain Compensation Area/Wetland Landscape Buffer Easement	158,552
Tract D	Lift Station	3,765
Tract E	Detention Area 2	21,427
Tract F	30-foot Wetland Buffer Conservation Easement	99,589

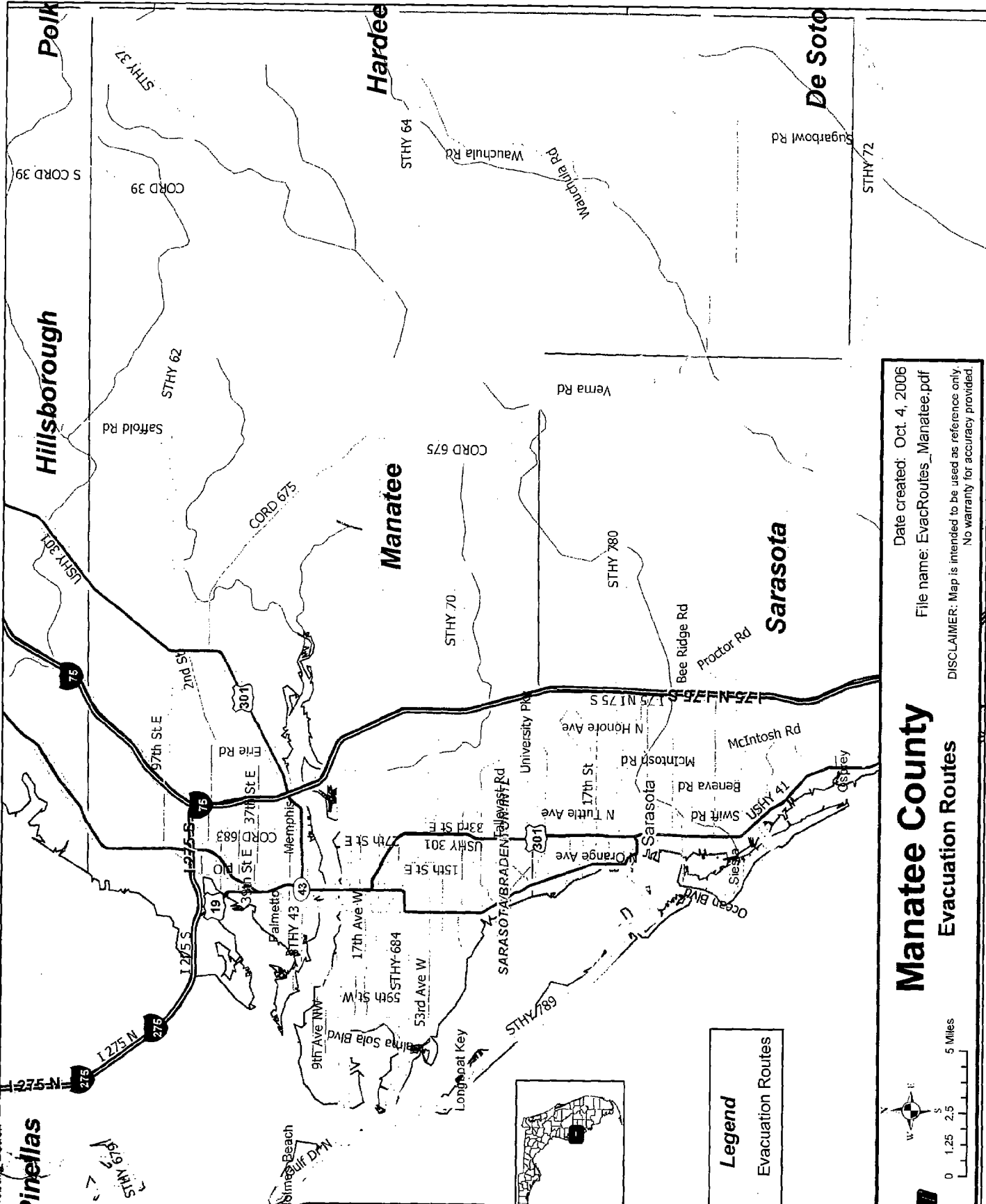
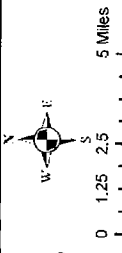


EXHIBIT
I

Legend
Evacuation Routes



Date created: Oct. 4, 2006
File name: EvacRoutes_Manatee.pdf
DISCLAIMER: Map is intended to be used as reference only. No warranty for accuracy provided.

Manatee County
Evacuation Routes



