

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF LAKEWOOD RANCH TOWN CENTER**

This Declaration is made this 23rd day of July, 1997, by SCHROEDER-MANATEE RANCH, INC., a Delaware corporation ("Declarant"), joined in by LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC. (the "Association").

RECITALS

WHEREAS, Declarant is developing a planned community located in Manatee County, Florida (the "County"), named LAKEWOOD RANCH TOWN CENTER; and

WHEREAS, the real property which is owned by Declarant and may ultimately be developed as part of LAKEWOOD RANCH TOWN CENTER is legally described on Exhibit A hereto (the "Total Property"); and

WHEREAS, Declarant intends that the Total Property shall be developed in accordance with the Declarant's then current plans and applicable law; and

WHEREAS, Declarant subjects that portion of the Total Property described in Exhibit "B" (the "Committed Property") to the covenants, conditions, provisions, and restrictions contained in this Declaration (including Declarant's right to withdraw and add, or not to add, portions of the Committed Property and Total Property from time to time); and

WHEREAS, all portions of the Total Property which are not Committed Property, as hereinafter defined may be used in any manner consistent with applicable law as Declarant, in its sole discretion, deems appropriate; and

WHEREAS, Declarant intends and desires to develop LAKEWOOD RANCH TOWN CENTER for medical, commercial, retail, religious, office, warehouse, retail, residential, restaurant, hotel, mixed use and other purposes allowed under Governmental Regulations and Use Restrictions as defined below, in accordance with the terms of this Declaration; and

WHEREAS, Declarant has caused the Association to be formed to fulfill certain powers and duties of operation, administration, maintenance and repair, and the collection and disbursement of the Operational Expenses, all as more particularly set forth herein; and

WHEREAS, prior to the formation of the Association, Declarant has caused to be formed three, and may subsequently form additional, Community Development Districts ("Districts"), pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the majority of the Total Property lies within the boundaries of either Lakewood Ranch Community Development District 2 or Lakewood Ranch Community Development District 3; and

WHEREAS, the Districts will be performing, and primarily responsible for, functions similar to functions typically performed by owners associations in communities which are not within Community Development Districts (such as maintenance of drainage and landscaping areas), and therefore, the number and scope of duties, and property administered by, the Association may be significantly reduced from what might otherwise be the case absent the Districts; and

WHEREAS, although the bulk of the commonly used property within the Total Property is intended to be owned and operated by the Districts or dedicated to the public, or in certain instances Subassociation Common Areas, the Association may have minimal facilities solely for the use of its Members, if any at all; and

WHEREAS, the Association, nonetheless is empowered and obligated by this Declaration to carry out its responsibilities with respect to such Common Areas as are from time to time designated by the Declarant; and

WHEREAS, the Declarant intends that the Association be primarily responsible for such functions as Design Review and Community Systems, and may, with the concurrence of the District or other government in question, enter into agreements to provide higher standards of maintenance than the District or government would or can otherwise provide, and

NOW, THEREFORE, Declarant declares that the Committed Property, as hereinafter defined, are and shall be owned, used, sold, conveyed encumbered, demised, and occupied subject to the provisions of this Declaration which shall run with the Committed Property, as hereinafter defined, and be binding on all parties having any right, title or interest in the Committed Property, as hereinafter defined, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I. DEFINITIONS AND
INTERPRETATION

Section 1. Definitions.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as defined below, as amended from time to time, the original Articles of Incorporation, a copy of which is attached as Exhibit "C".

"Assessments" shall mean any assessments made by the Association in accordance with this Declaration, and shall be one of the following types (although two (2) or more types of Assessments may be payable by a single Owner as a single sum or as multiple items:

- (a) Common Assessments shall be for those expenses which are incurred primarily for the benefit of all Owners, as such primary benefit is determined by the Board of Directors. By way of example only, Common Assessments shall be levied for expenses relating to General Common Areas or Operating Expenses.
- (b) Subassociation Assessments shall be for those expenses which are incurred primarily for the benefit of all Owners within a Subassociation(s), as such primary benefit is determined by the Board of Directors. By way of example only, Subassociation Assessments shall be levied for expenses relating to Subassociation Common Areas. Subassociation Assessments shall be levied as set forth in the applicable Subassociation Documents.
- (c) Individual Assessments shall be for those expenses directly related to providing a service or maintenance to one (1) or more Parcel(s), whether at the request of the Owner or Subassociation or as an exercise of an Association remedy hereunder, and shall also include fines levied per ARTICLE XIV of this Declaration. If an Individual Assessment is levied upon more than one (1) Parcel, then it shall be allocated between or among the applicable Parcel as the Board directs, absent which direction they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the Association to provide any

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particular service (maintenance or otherwise) to a Parcel(s).

- (d) Special Assessments shall be for those expenses which otherwise would be Common or Subassociation Assessments but for the fact that they are of a non-recurring and/or unforeseen nature (i.e., are such that they cannot be paid by budgeting therefor as part of Common or Subassociation expenses), including (without limitation) the costs of capital additions or uninsured casualty losses. Special Assessments shall be levied against all applicable Parcels subject thereto at an equal rate, or as otherwise determined by the Board of Directors.

"Assessments Shares" shall mean a number assigned to each Parcel which is used to determine the portion of Common Assessment attributable thereto in accordance with the provisions of ARTICLE V of this Declaration.

"Association" shall mean the LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, its successors or assigns, with "Board" or "Board of Directors" being the Board of Directors of the Association, and "Board Member" being a member of the Board of Directors.

"Budget" shall mean the budget adopted by the Board.

"By-Laws" shall mean and refer to the By-Laws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit "D".

"Committed Property" shall mean the real property described in Exhibit "B" attached hereto, less any portion thereof which may be withdrawn by the Declarant from this Declaration, plus any additional portion of the Total Property hereinafter subjected to this Declaration (including any portions which are withdrawn and thereafter re-subjected to this Declaration), pursuant to a Supplemental Declaration, and includes any Improvements constructed thereon.

"Common Areas" shall mean and refer to the real and personal property designated by Declarant as Common Areas by a plat, this Declaration, a Supplemental Declaration, a recorded instrument, and maintained by the Association (other than Parcels, if any are so maintained), whether or not owned by or dedicated to the Association, for the general benefit of the Members and Total Property or Committed Property as

the case may be. The Common Areas consist of real property within the following categories:

"Exclusive Common Areas" shall mean those portions, if any of the Common Areas, whether or not owned by the Association, designated and assigned by the Declarant, either on a temporary or permanent basis, for the exclusive use of some but not all Members, which designation and assignment may be by this Declaration, Supplemental Declaration, deed, plat or other recorded instrument.

"General Common Areas" shall mean Common Areas owned by the Association which are for the general use and/or benefit of all of the Members.

"Maintenance Common Areas" shall mean property within or without Committed Property which is not owned by the Association but is nevertheless to be maintained or administered by it pursuant to an easement, license or agreement with a Subassociation, the District, the County or any other person or entity, which maintenance or administration affords benefits to, or discharges obligations of, the Members.

"Subassociation Common Areas" shall mean all real property including any Improvements and fixtures thereon owned by, leased to, or the use of which has been granted to a Subassociation for the common use and enjoyment of the Owners in such Subassociation Project.

A specific property may be classified as more than one type of Common Areas. For example, a Maintenance Common Area may also be a Subassociation Common Area if it is not owned by the Association but is to be maintained by it per a separate agreement and primarily serves or benefits a Subassociation to the exclusion of others.

As used herein, the term "Common Areas" shall include all of the foregoing types thereof unless specifically provided to the contrary or if the context clearly indicates otherwise.

By way of clarification, property owned by the District, the County, or any other governmental or quasi-governmental entity shall not be deemed a Common Area, notwithstanding any common usage thereof by the Members, unless and only to the extent any portion thereof is a Maintenance Common Area, as defined above.

"Community Systems" shall mean and refer to any and all cable television, telecommunication, surveillance, satellite, alarm/monitoring, security, or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now in general use) installed by Declarant or pursuant to any grant of easement or authority by Declarant within Total Property and serving more than one Parcel.

"County" shall mean and refer to Manatee County, Florida, either as a geographical area or as a political subdivision and government of the State of Florida, as the context requires.

"Declarant" shall mean and refer to SMR Communities Joint Venture, a Florida general partnership, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned by a written instrument recorded in the Public Records of the County. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Total Property or Committed Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

"Declaration" shall mean this Declaration as amended from time to time.

"Design Standards" shall mean the standards established from time to time by the Declarant, the Board, and the Plans Review Committee, as the case may be, to control the design, maintenance and location of all Improvements and other work within the Committed Property, as more fully described in this Declaration. The Designs Standards shall include, but not be limited to the Design Criteria Manual.

"Developer" shall mean any person or entity (including Declarant) which owns or acquires a Parcel for the purpose of development of Subassociation Units, structures, office buildings, shopping centers or other approved structures or Improvements thereon.

"Developable Acres" shall mean the number of acres (as rounded up or down to the nearest 1/10 acre) contained within a Parcel which may be used by an Owner for Improvements as determined by Declarant pursuant to ARTICLE IV. Once the Developable Acres for a Parcel have been

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designated by Declarant such number shall not be changed by any Person without the consent of Declarant.

"Development Order" shall mean collectively the Development Order adopted pursuant to Chapter 380.06(20), Florida Statutes, on October 28, 1993, by ordinance of the Board of County Commissioners of the County, Ordinance No. 93-25 (f/k/a 92-32) as said Development Order may be amended from time to time.

"District" shall mean and refer to, individually or collectively, as the context may require, the Lakewood Ranch Community Development District 2 or Lakewood Ranch Community Development District 3, (or any other applicable Community Development District carrying out its functions directly or through an interlocal agreement) created pursuant to Chapter 190, Florida Statutes, either as a geographic area or as a political subdivision and government of the State of Florida, as the context requires.

"Documents" shall mean this Declaration, any Supplemental Declaration, and the Articles, By-Laws and Rules of the Association.

"Governmental Regulations" shall mean any statute, regulation, permit, development order, ordinance, rule, or any other order, requirement, or obligation imposed by any governmental entity concerning all or any portion of the Total Property, the Committed Property, any portion thereof, the use thereof, or any Owner or tenant thereof, including but not limited to the Development Order and the Zoning Ordinance.

"Improvements" shall mean any landscaping, structure or installation which is installed, built or constructed, or any work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground, including but not limited to buildings, exterior electrical and mechanical apparatus, roof surfaces and appurtenances, out buildings, parking areas, loading areas, driveways, sidewalk and pedestrian walks, walls, fences, landscape areas, including mass plantings, planters, illumination, poles, signage, storage and refuse areas, excavation, drainage and grading. The term shall be construed as if followed by the words "or part thereof."

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"Member" shall mean and refer to all those Owners who are Members of the Association as provided in ARTICLE IV of this Declaration.

"Membership Classification" shall mean one (1) of the specific Membership Classification which Declarant has determined to assign to a Parcel, which Membership Classifications are more fully described in ARTICLE IV hereof.

"Operating Expenses" shall mean the expenses for which Members are liable to the Association and include, but are not limited to, the costs and expenses incurred by the Association in fulfilling its obligations under the Documents and under applicable law; fulfilling obligations under then current Governmental Regulations and Use Restrictions; and administering, operating, and owning the Common Areas.

"Owner" shall mean a record owner of the fee simple interest in a Parcel, or Subassociation Unit, but excluding those having an interest in a Parcel or Subassociation Unit merely as security for the performance of an obligation, and shall include Declarant and Developers.

"Parcel" shall mean any platted lot, platted tract, or tract described by metes and bounds description which is within the Committed Property and is assigned a Membership Classification by the Declarant in accordance with ARTICLE IV of this Declaration.

"Person" shall mean any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity, public or private.

"Plans Review Committee" shall mean the body established by the Board to administer the Design Standards, to control the design and location of all Improvements and other work within the Committed Property, as more fully described in this Declaration.

"Public Property" shall mean any property from time to time designated by the Declarant, through plat, deed, easement, or other instrument of conveyance, as being conveyed to or used by a governmental or quasi-governmental entity for the benefit of the general public.

"Representative" shall mean the Person who shall represent the Subassociation Members belonging to a Subassociation at meetings of the Members as more fully described in ARTICLE IV of this Declaration and as set forth in and the Articles and By-Laws.

"Represented Person" shall mean any person other than Declarant who is a member of a Subassociation, all of which Represented Persons shall be represented at meetings of the Members by their Representative.

"Rules" shall mean the rules and regulations promulgated by the Board from time to time in accordance with the provisions of the Documents.

"Subassociation" shall mean a property owners association, condominium association or other such entity, its successors or assigns, responsible for administering a Subassociation Project.

"Subassociation Declaration" shall mean the covenants, conditions and restrictions, and other provisions imposed by a recorded instrument approved by Declarant applicable to one (1) or more Parcels within a Subassociation Project, as amended from time to time.

"Subassociation Documents" shall mean, collectively, the Subassociation Declaration and the articles of incorporation, bylaws, and rules and regulations by which a Subassociation administers a Subassociation Project, as amended from time to time.

"Subassociation Project" shall mean the development of structures on a portion of the Committed Property comprised of one (1) or more Parcels sharing certain services or facilities and designated as such by Declarant and which may be administered by a Subassociation, as more fully discussed in ARTICLE III of this Declaration.

"Subassociation Unit" shall mean:

- (a) a lot in a Parcel which has been subdivided by recording a plat in the Public Records of the County, which plat has been approved by all applicable governmental authorities; or
- (b) a condominium Subassociation Unit located within a Parcel which has been submitted to the condominium form of ownership pursuant to Florida Statutes.

"Subassociation Unit Owner" shall mean a Person who holds fee simple title to a Subassociation Unit.

"Supplemental Declaration" shall mean an instrument recorded in the Public Records of the County for the purposes for which same is to be used per ARTICLE II, to amend this Declaration, or as provided in any other provision of this Declaration.

"Total Property" shall mean the real property legally described on Exhibit A attached hereto and made a part hereof.

"Turnover Date" shall mean the date no later than one hundred eighty (180) days after Declarant (or its designated successors or assigns) has conveyed to persons other than Declarant or its affiliates ninety five percent (95%) of the total acres of land contained within all of the Parcels ultimately to be located within the Total Property.

"Uncommitted Property" shall mean those portions of the Total Property other than the Committed Property.

"Use Restrictions" shall mean regulations or restrictions on the use of any Parcel or any other portion of the Total Property, the Committed Property, or any portion thereof legally imposed by the Declarant or any Governmental Regulations.

"Voting Share" shall mean a number assigned to each Parcel which is used to determine the voting interests assigned to a Parcel as set forth in ARTICLE IV of this Declaration.

"Zoning Ordinance" shall mean Ordinance No. PDMU-92-01(2)(G)(R¹) as amended by PDMU-92-01(2)(G)(R²), regarding the development of all or a portion of the Total Property, as said Zoning Ordinance may be amended from time to time.

Section 2. Interpretation.

The provisions of this Declaration as well as those of the Articles, By-Laws, and any Rules and Regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding, and conclusive if the Board receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the

contrary, the provisions of this Declaration and the Articles, By-Laws, and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Committed Property, the preservation of the value of the Parcels, and the protection of Declarant's and Owners' rights, benefits and privileges herein contemplated.

The Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. This Declaration is not a declaration of condominium. No portion of the Total Property is submitted by this Declaration to the condominium form of ownership. Declarant does not intend that any portion of the Committed Property be submitted to the condominium form of ownership except that property legally described in a declaration of condominium specifically prepared in accordance with Chapter 718, Florida Statutes and executed by or with the consent of Declarant. Further, the expressed intent of the Documents is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of the execution of the Documents.

**ARTICLE II. PROPERTY SUBJECT TO
DECLARATION; ADDITIONS; WITHDRAWALS**

Section 1. Total Property and Committed Property.

The Total Property is described in attached Exhibit "A" which is made a part hereof. The Committed Property is described in attached Exhibit "B" which is made a part hereof. Only that portion of the Total Property which is Committed Property shall be subject to those covenants, conditions, provisions, and restrictions of, and assigned specific Membership Classifications pursuant to this Declaration and the other Documents which purport to burden such property or the Declarant's interests therein. Only those covenants, conditions, provisions, and restrictions of this Declaration and the other Documents which purport to benefit or protect the Total Property or the Declarant's interest therein shall apply to the Total Property unless the context clearly requires otherwise.

Section 2. Additions to the Committed Property.

Declarant (with the joinder of the fee simple owner if different from Declarant) shall have the right and the power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to add all or a portion of the Uncommitted Property to the Committed Property by recording a Supplemental Declaration in the Public Records of the County without the consent or joinder of any other Person. Some of the effects of

adding such Uncommitted Property to the Committed Property would be to alter the number of Parcels designated in various Membership Classifications, increase the number of Members, increase the number and type of Persons using the Common Areas, change the Association's Budget, change the total number of votes which may be cast by Members, and alter the Voting Interest Shares and Assessment Shares of the Members. Declarant may, in its sole discretion, include in a Supplemental Declaration certain provisions which:

- (a) create new provisions applicable to the Uncommitted Property being committed by such Supplemental Declaration; or
- (b) omit the applicability of any of the provisions of this Declaration to the Uncommitted Property being committed by such Supplemental Declaration.

Section 3. Withdrawal from Committed Property.

Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, by recording a Supplemental Declaration in the Public Records of Manatee County, Florida, for the purpose of removing certain portions of the Committed Property then owned by Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Total Property or Committed Property desired to be effected by Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Total Property. Any withdrawal of land not owned by Declarant shall require the written consent or joinder of the then Owner(s) and mortgagee(s) of such land, but not of any others.

Section 4. Withdrawal from Total Property.

Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing portions of the Total Property from the description set forth in Exhibit "A", by recording a Supplemental Declaration in the Public Records of Manatee County, Florida.

Section 5. No Obligation to Add to Committed Property.

The execution and recordation of this Declaration shall not be construed to require Declarant to subject any portions of the Total Property other than the Committed Property to the covenants, conditions, provisions, and restrictions of this

Declaration or any other recorded instrument. In the event Declarant determines from time to time, in its sole discretion, not to add all or a particular portion of the Uncommitted Property to the Committed Property and Declarant desires to make a statement to this effect of record, which statement Declarant is not obligated to make, Declarant may by its act alone, without the necessity of the joinder or consent of the Association or any other Person, place a statement to that effect in the Public Records of the County.

Section 6. Public Property.

Declarant (with the joinder of the fee simple owner if different from Declarant) shall have the right (which right may be assigned by Declarant to the Association), in its sole and absolute discretion, to dedicate portions of the Total Property, whether Committed or Uncommitted Property to the public or to an appropriate entity to be held in trust for the public (including but not limited to the County or the District) as Public Property for uses to include, without limitation, rights-of-way, public parks, fire stations, police stations and other public and institutional uses. Public Property shall cease to be a part of the Total Property and, if Committed Property, shall cease to be subject to this Declaration upon its becoming Public Property, provided however to the extent any of such Public Property may be Maintenance Common Areas, the use, rights, and obligations shall remain pursuant to the instrument creating such use rights and obligations. Persons who are not Members of the Association or of any Subassociation shall be entitled to use the Public Property to the extent allowed by the appropriate governmental authority. Notwithstanding that Public Property is not part of the Total Property or the Committed Property, the Association shall have the right, or may be required by an appropriate governmental or quasi-governmental agency, to maintain certain portions of such Public Property. For example, and not by way of limitation, in the event it is agreed between the Association and the appropriate maintaining governmental or quasi-governmental authority that publicly dedicated rights-of-way, or portions thereof, shall be maintained at a higher level than normal roadway and drainage facility maintenance, the Association shall be responsible for maintaining all or a portion of such publicly dedicated rights-of-way in accordance with the terms of such agreement, and the cost of same shall be assessed against the Members as an Operating Expense.

Section 7. Changes in Regulations or Plan of Development.

Declarant reserves the right to inaugurate and implement variations from, modifications to, or amendments of any Governmental Regulation, including but not limited to, zoning, land use restrictions, plans, land development regulations, development orders and development permits applicable to Total

Property or to otherwise change the plan of development for the Total Property or any portion thereof. Such variations, changes, additions, deletions, restrictions, modifications or amendments may affect the development of the Total Property.

All Owners, by acceptance of a deed to or other conveyance of their Parcels, shall be deemed to have automatically consented to any such rezoning, variations, changes, additions, deletions, restrictions, modifications, or amendments thereafter made by Declarant (or the applicable Declarant-affiliated Owner), hereby designate the Declarant as their respective attorney-in-fact with respect to such rezoning, variations, changes, additions, deletions, restrictions, modifications, or amendments, and shall evidence such appointment or consent in writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written verification shall not obviate the general and automatic effect of this provision). No other Person shall have any right to inaugurate or implement any such rezoning, change, variations, modifications, or amendments of the Development Order or Zoning Ordinance without the prior written consent of Declarant.

ARTICLE III. SUBASSOCIATIONS

Section 1. Creation of Subassociations.

Subassociations may be created by Declarant, in its sole and absolute discretion, or by a Developer or a Parcel Owner with Declarant's prior written approval, to administer the Parcel(s) within their jurisdiction in accordance with Subassociation Declarations. Subassociation Declarations shall not violate or conflict with Government Regulations, Use Restrictions, or this Declaration. Subassociation Declarations shall be executed or approved in writing by Declarant and recorded in the Public Records of the County; provided, however, that Declarant's approval thereof shall not be a representation of Declarant that such Subassociation Declarations are in compliance with Government Regulations, Use Restrictions, or this Declaration. Subassociation Documents shall not be effective until Declarant approves and consents in writing to same. Subassociations shall assess their members for their costs of operation and shall also be responsible for collecting their share of Operating Expenses under this Declaration, unless the Association determines otherwise. Each Subassociation Project shall be constructed upon all or a portion of a Parcel owned by such Owner. Each Subassociation shall exercise the membership rights in the Association for the Parcel(s) operated by such Subassociation through its Representative.

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Section 2. Subassociation Declarations.

In addition to the provisions of this Declaration and any other applicable Supplemental Declaration or other document of record executed or consented to by Declarant, one or more Parcels may also be subject to the terms of one or more Subassociation Declarations, as Declarant, in its sole discretion, shall determine. Parcels are not required by this Declaration to be administered by a Subassociation pursuant to a Subassociation Declaration. A Subassociation Declaration shall designate that portion of the Committed Property subject thereto and may further restrict such property including, but not limited to:

- (a) the number, type, size, location and appearance of Improvements that may be constructed thereon; and
- (b) the establishment of such other amenities, benefits, covenants, easements, restrictions, or provisions as Declarant, or a Parcel Owner, with Declarant's consent, shall deem appropriate.

Section 3. Enforcement of Subassociation Declarations.

Both the Declarant and the Association shall individually have the right, but not the obligation, to enforce Subassociation Declarations and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance, in the event that any Subassociation does not enforce any provisions of its Subassociation Declaration or perform any of its duties and responsibilities thereunder. The Declarant and Association, as the case may be, shall be entitled to reimbursement of attorneys' fees and court costs incurred during the enforcement by it of Subassociation Documents.

Section 4. Subassociation Common Area Costs.

The cost and expense of the Subassociation Common Areas including but not limited to the maintenance thereof, shall be borne by the Owners of Subassociation Units located in the Subassociation Project and benefited by such Subassociation Common Areas as set forth in the Subassociation Declarations. A Subassociation shall have the right, subject to Declarant's prior consent, to contract with the District, Association, any other Subassociation, or any other approved Person, to provide for the operation and maintenance of its Subassociation Common Areas and to carry out any responsibilities required by the Governmental Regulations.

Section 5. Certain Rights of Declarant Regarding Subassociations.

Declarant, prior to the Turnover Date, and thereafter the Association hereby reserves the right, and the power, but neither

the duty nor the obligation, without the consent of any other Person being required:

- (a) to determine consistency of all Subassociation Documents with this Declaration and Declarant's Master Development Plan, and approve and consent to all Subassociation Documents prior to their recordation in the Public Records of the County;
- (b) to require that specific provisions be included in Subassociation Documents as Declarant deems appropriate including, without limitation, any provisions required by the County to render such Subassociation Documents consistent with the requirements of Governmental Regulations or Use Restrictions; and
- (c) to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis and under such criteria as Declarant in its sole discretion deems proper, to the Association or any Subassociation any obligation of maintenance or repair created under this Declaration or Government Regulations.

Section 6. Additional Rights Regarding Subassociations.

The Association, and the Declarant prior to the Turnover Date, shall have the right, and the power, but neither the duty nor the obligation, without the consent of any other Person being required:

- (a) in the event that any Subassociation fails to comply with this Declaration, any other Association Documents, the Subassociation Documents, Government Regulations, or Use Restrictions, to enforce the provisions of this Declaration, the other Association Documents, the Subassociation Documents, Government Regulations, or Use Restrictions, as applicable, and perform such duties and responsibilities under, or seek judicial relief to require compliance with, same, and obtain payment of the cost of such enforcement;
- (b) in addition to any other Assessment rights of the Association, to specially assess the Subassociation Unit Owners and such Subassociation for expenses incurred by the Association for such Subassociation;
- (c) to enter upon, or authorize any designee, agent, or employee to enter upon, any property administered by a Subassociation to carry out the provisions of the Association Documents or the applicable Subassociation

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Documents, and the same shall not constitute a trespass; and

- (d) to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis and under such criteria as the Board in its sole discretion deems proper, to any Subassociation any obligation of maintenance or repair created under this Declaration, the Association Documents, Government Regulations, or Use Restrictions or by delegation from Declarant. In the event that a Subassociation does not accept or perform such rights and obligations in a manner consistent with the criteria established by the Association, then the Association shall have the right, by its sole act, to terminate such assignment and the Association shall once again fulfill such rights and obligations.

Section 7. Merger of Subassociations.

No two (2) Subassociations may merge to form one (1) Subassociation without Declarant's prior written consent prior to the Turnover Date and thereafter without the prior written consent of the Board. The Subassociation resulting from any such approved merger shall have all of the rights and powers, and all of the obligations, created in the Association Documents as did the Subassociations which merged to create it except as Declarant or the Board, as applicable, may otherwise determine.

Section 8. Other Entities within the Uncommitted Property.

Declarant (with the joinder of the fee simple owner if different from Declarant), or another Person with Declarant's prior written consent, may record instruments subjecting Uncommitted Property to protective covenants or provisions other than this Declaration. Such provisions may create Subassociations or other entities. Such other entities may have the same, additional, or different rights, powers, duties or privileges with respect to such Uncommitted Property as the Association; provided, however, that any such recorded instrument may subject such Uncommitted Property to the jurisdiction of the Association, and may make the owners of such Uncommitted Property Members of the Association under such terms and conditions as may be provided therein, which may be the same as or substantially different from the terms and conditions of membership as provided in this Declaration.

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ARTICLE IV. MEMBERSHIP; VOTING
INTERESTS; ASSESSMENT SHARES

Section 1. Membership.

The Membership of the Association shall be comprised of the Owners and Declarant. Every person or entity who is a record Owner of a fee interest in any Parcel shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this ARTICLE, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be established when and as set forth in the Articles and By-Laws. There shall be initially ten (10) classes of Membership: Church Members, Civic Members, Commercial/Retail Members, Hotel Members, Medical Members, Office Members, Office/Warehouse Members, Recreational Members, Residential Members, and Declarant, all as more fully described in the By-Laws. Subject to Subassociations exercising the rights of Subassociation Unit Owners, Membership, once established, shall be appurtenant to and may not be separated from ownership of a Parcel, provided however the class of membership may change from time to time in accordance with the Declarant's or Board's determination of the particular Membership Classification for a particular Parcel as set forth in the By-Laws. Members' rights, powers, duties and privileges shall be as set forth in the Articles and By-Laws. Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, until the Turnover Date, the Declarant may establish additional Membership Classifications or delete then existing Membership Classifications, in which case Declarant, in its sole and absolute discretion and without the consent or joinder of any other person, may amend this Declaration, the Articles and By-Laws to implement such changes.

Section 2. Membership Classifications.

The Declarant until the Turnover Date, and thereafter the Board, may from time to time establish different Membership Classifications which classification shall establish a Member's voting rights for purposes of electing the Board of Directors and for other purposes as set forth in this Declaration. The classifications, other than a separate classification for the Declarant, currently established consist of the following:

- (a) Church Membership Classification shall apply to Members owning Parcel(s) from time to time designated as Church Parcels by the Board in accordance with the By-Laws. A Church Parcel shall include a Parcel being used, as determined by the Board in accordance with the By-Laws, for religious uses and accessory uses, as such uses may

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be permitted or restricted by applicable Use Restrictions, and shall include such other particular uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification.

- (b) Civic Membership Classification shall apply to Members owning Parcel(s) from time to time designated as Civic Parcels by the Board in accordance with the By-Laws. A Civic Parcel shall include a Parcel being used, as determined by the Board in accordance with the By-Laws, for schools, libraries and museum uses and accessory uses, as such uses may be permitted or restricted by applicable Use Restrictions, and shall include such other particular uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification including but not limited to uses by entities that maintain tax exempt status under Section 501(c) status of the U.S. Internal Revenue Code.
- (c) Commercial/Retail Membership Classification shall apply to Members owning Parcel(s) from time to time designated as Commercial/Retail Parcels by the Board in accordance with the By-Laws. A Commercial/Retail Parcel shall include that a Parcel being used, as determined by the Board in accordance with the By-Laws, for the following purposes: banking, financial institutions, barber and beauty shops, child care centers, electrical repair shops, restaurants, health or exercise clubs, automobile service stations, drug stores, retail establishments, bakeries, florists, bars or taverns, package stores, hardware stores, auto parts stores uses, supermarket, department stores, post office, pharmacy, gas stations and accessory uses, as such uses may be permitted or restricted by applicable Use Restrictions, and shall include such other particular uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification.
- (d) Hotel Membership Classification shall apply to Members owning Parcel(s) from time to time designated as Hotel Parcels by the Board in accordance with the By-Laws. A Hotel Parcel shall include that a Parcel being used, as determined by the Board in accordance with the By-Laws, for hotel, motel and transient accommodation uses and accessory uses, as such uses may be permitted or restricted by applicable Use Restrictions and shall include such other particular uses as the Board may

from time to time in its sole discretion designate as being within such Membership Classification.

- (e) Medical Membership Classification shall apply to Members owning Parcel(s) from time to time designated as Medical Parcels by the Board in accordance with the By-Laws. A Medical Parcel shall include a parcel being used, as determined by the Board in accordance with the By-Laws, for medical office, medical laboratory, hospitals, out-patient facilities and accessory uses, as such uses may be permitted or restricted by applicable Use Restrictions, and shall include such other particular uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification.
- (f) Office Membership Classification shall apply to Members owning Parcel(s) from time to time designated as Office Parcels by the Board in accordance with the By-Laws. An Office Parcel shall include a Parcel being used, as determined by the Board in accordance with the By-Laws, for Commercial/Retail office use and accessory uses, as such uses may be permitted or restricted by applicable Use Restrictions and shall include such other particular uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification.
- (g) Office/Warehouse Membership Classification shall apply to Members owning Parcel(s) from time to time designated as Office/Warehouse Parcels by the Board in accordance with the By-Laws. An Office/Warehouse Parcel shall include that a Parcel being used, as determined by the Board in accordance with the By-Laws, for manufacturing, warehouse, research laboratory, Office/Warehouse uses and accessory uses, as such uses may be permitted or restricted by applicable Use Restrictions, and shall include such other particular uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification.
- (h) Recreational Membership Classification shall apply to Members owning Parcel(s) from time to time designated Recreational Parcels by the Board in accordance with the By-Laws. A Recreational Parcel is not part of the Common Areas and shall not be for the use of the Members except as the Owner(s) of the Recreational Parcel shall permit, if at all. A Recreational Parcel shall include a Parcel that is used, as determined by

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the Board in accordance with the By-Laws, only for private, recreational purposes including, without limitation, country club facilities, tennis courts, swimming complexes, open space, landscaping, restaurants within such Parcel, playing fields, parks, and all structures, facilities, and the like and other improvements reasonably related thereto, as may be permitted by applicable Use Restrictions and shall include such other particular recreational uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification.

- (i) Residential Membership Classification shall apply to Members owning Parcel(s) from time to time designated Residential Parcels by the Board in accordance with the By-Laws. A Residential Parcel shall include a parcel being used, as determined by the Board in accordance with the By-Laws, for uses as multi-family apartments, adult congregate living, nursing homes and accessory uses, as such uses may be permitted or restricted by applicable Use Restrictions, and shall include such other particular uses as the Board may from time to time in its sole discretion designate as being within such Membership Classification.

Section 3. Voting Interests.

Each Member other than Declarant and Subassociations shall have a Voting Interest of one (1) for each Voting Share assigned to the Parcel it owns in fee simple. Subassociations shall have a Voting Interest of one (1) for each Voting Share assigned to the Parcel(s) subject to the Subassociation Documents pursuant to which the Subassociation was created. Declarant shall have two (2) times the total number of Voting Interests of all of the Subassociations and Members other than Declarant until the Turnover Date, at which time Declarant shall have the same Voting Interest as any other Member for each Parcel it owns.

Section 4. Represented Persons.

The Voting Interests of Represented Persons shall be cast at meetings of the Members by their Representatives, as more fully set forth in the Articles and By-Laws. The president of each Subassociation, or another officer of such Subassociation designated by the president, shall be the Representative for that Subassociation.

Section 5. Voting Shares Regarding Parcels.

At such time as the Declarant shall determine, Declarant shall assign the number of Voting Shares to a Parcel, which

number shall be equal to ten multiplied by the number of Developable Acres (as rounded up or down to the nearest 1/10th acre) contained in such Parcel, unless such number of Voting Shares is specified to be a different number in an instrument executed and recorded by Declarant, in its sole discretion. (For example a 20 acre Parcel containing 10.23 Developable Acres would receive 102 Voting Shares). A Subassociation shall automatically be assigned the number of Voting Shares that is equal to the number of Voting Shares assigned to the Parcel(s) subject to the Subassociation Documents pursuant to which the Subassociation was created. Any dispute as to the number of Developable Acres or Voting Shares assigned to Parcel or Subassociation shall be decided by Declarant whose decision shall be final. Further, Declarant shall have the right, and absolute discretion, to modify the number of Voting Shares assigned to a Civic Parcel, Church Parcel or Recreational Parcel to render the allocation of Voting Shares among Parcels more equitable.

Section 6. Rights Prior to Assignment of Voting Shares.

Until Declarant has assigned a number of Voting Shares to a Parcel, such Parcel shall not have a share for purposes of determining Voting Interests. Provided however, the lack of assigned Voting Shares shall not affect or diminish Declarant's voting rights. Declarant shall assign a number of Voting Shares to a Parcel prior to the earlier of:

- (a) conveyance of such Parcel to an Owner, (unless the transferee is simultaneously with such conveyance receiving a complete assignment of Declarant's rights under this Declaration and succeeding to the rights of Declarant hereunder); or
- (b) the issuance of a building permit for any Improvement to be constructed on such Parcel.

If Declarant fails to make the required assignment by the above time period, the number of Voting Shares assigned to such Parcel shall be deemed to be a number equal to ten (10) multiplied by the number of Developable Acres contained within such Parcel rounded up or down to the nearest 1/10th acre.

Section 7. Assessment Shares of Parcels.

At such time as Declarant shall determine, but no later than the date set forth in ARTICLE IV, Section 6., above, Declarant shall assign the number of Assessment Shares to a Parcel or Subassociation as the case may be, which number shall be equal to the number of Voting Shares assigned to such Parcel or Subassociation pursuant to this ARTICLE IV, unless such number of Assessment Shares is specified to be a different number in an instrument executed and recorded by Declarant, in its sole

discretion. In the event the Board determines to collect Assessments from Subassociation Units directly, rather than from the Subassociation operating such Subassociation Project, a Subassociation Unit shall automatically be assigned the number of Assessment Shares that is equal to the number of Assessment Shares assigned to the Subassociation within which it is located multiplied by the percentage or fraction of the common expenses of the Subassociation assigned to the Subassociation Unit by the Subassociation Documents governing the Subassociation Unit. Any dispute as to the number of Developable Acres or Assessment Shares assigned to a Parcel, a Subassociation or Subassociation Unit shall be decided by Declarant whose decision shall be final. Further, Declarant shall have the right, and absolute discretion, to modify the number of Assessment Shares assigned to a Civic Parcel, Church Parcel or Recreational Parcel to render the allocation of Assessment Shares among Parcels more equitable.

**ARTICLE V. ASSESSMENTS; LIENS;
COLLECTION; LIABILITY; AND BUDGET**

Section 1. Parcels Subject to Assessments.

Subject to Declarant's rights under this ARTICLE V, Section 1, a Parcel shall be subject to Assessments upon the date when Declarant conveys legal title to such Parcel to an Owner; or such other time as is set forth in the Contract for purchase and sale of the Parcel or such other written instrument between Declarant and such Parcel Owner, but in any event, no earlier than the date Declarant assigns the number of Assessment Shares.

Subject to Declarant's rights under this ARTICLE V, Section 1, Subassociation Units shall be subject to Assessments upon the earlier of:

- (a) the date that the Subdivision Plat or Subassociation Declaration is recorded in the public records of the County creating such Subassociation Unit; or
- (b) the date that the Improvements built within a Subassociation Unit, or the Improvements of which they are a part, have received a Certificate of Occupancy from the applicable governmental entity; provided however, in any event such date shall not be earlier than the commencement date for Assessments for the Parcel containing such Subassociation Units.

Notwithstanding anything herein to the contrary, Declarant shall have the option, for so long as Declarant has any interest in the Total Property or until such earlier time as Declarant, in its sole discretion elects, to:

- (a) pay Assessments on the Parcels owned by it;
- (b) pay reduced Assessments only on certain designated Parcels (e.g., those which are undeveloped or under construction); or
- (c) not pay Assessments on any Parcels and in lieu thereof fund any resulting deficit in the Association's Operating Expenses not produced by Assessments receivable from Owners other than Declarant and any other income receivable by the Association.

Declarant may from time to time change the option under which Declarant is making payments to the Association by written notice to such effect to the Association. If Declarant at any time elects option (b), above, it shall not be deemed to have necessarily elected option (a) or (c) as to the Parcels which are not designated under option (b). When all Parcels within the Committed Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits, or contributions.

The total number of Parcels and Subassociations subject to Assessments will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Parcels and Subassociations subject to Assessments in existence shall be determined by Declarant until the Turnover Date and thereafter by the Association.

Section 2. Affirmative Covenant to Pay Assessments.

There is hereby imposed upon each Parcel and each Subassociation, the affirmative covenant and obligation to pay to the Association all Assessments. Each Subassociation, as set forth in ARTICLE V, Section 11 hereof, shall have the obligation to collect the Assessments for the Parcels subject to Assessments that it administers or controls and pay same to the Association when such Assessment is due; provided, however, that the Association may, in its sole discretion, elect to collect Assessments from particular Subassociations or directly from Subassociation Unit Owners. Each Subassociation Unit Owner by acceptance of a deed or other instrument of conveyance conveying a Parcel whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments for Operating Expenses, including, but not limited to, any then past due in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against such Parcel. The liability for Assessments for Operating Expenses is personal to the Subassociation Unit Owner and the Subassociation

Unit Owner's grantees and may not be avoided by waiver of the use or enjoyment of Common Areas or by abandonment of the Parcel for or upon which the Assessments are made. Neither liability for Assessments nor the amount of Assessments shall be reduced or avoided due to the fact that all or a portion of the Common Areas or other portions of the Total Property are not complete.

Section 3. Establishment of Liens.

Any and all Assessments made by the Association in accordance with the provisions of this Declaration, together with interest thereon at the highest rate allowed by law (and if there is no limit established by law, then as established by the Association) and costs of collection, including, but not limited to, reasonable attorneys' fees in negotiations and at all trial and appellate levels are hereby declared to be:

- (a) a charge and continuing lien upon the Parcel against which each such Assessment is made; and
- (b) the personal obligation of the Owner of each such Parcel assessed.

Pursuant to the provisions of this ARTICLE V, a lien against a Parcel shall also be a lien against the Subassociation Project, if any, of which it is a part. Said lien shall be effective from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged claim of lien by the Association setting forth the amount due to the Association as of the date the claim of lien is signed. Upon full payment of all sums secured by that lien, the Person making payment shall be entitled to a satisfaction of the claim of lien in recordable form.

Section 4. Subordination of Lien.

The lien of the Assessments provided for in this ARTICLE V shall be subordinate to real property tax and assessment liens (including those in favor of the District) and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender or its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this ARTICLE V, Section 4 shall be deemed to be an Assessment divided equally among, payable by and a lien against all Parcels subject to Assessment by the

Association, including the Parcel(s) as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 5. Calculation of Common Assessments.

The Common Assessment against each Parcel subject to Assessments shall be the product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget adopted for the period for which Common Assessments are being adopted, other than those Operating Expenses which are properly the subject of an Individual or Special Assessment, by a fraction, the numerator of which is the Assessment Shares assigned to the Parcel or Subassociation and the denominator of which shall be the total of the Assessment Shares of all Parcels (excluding those within Subassociation Projects) and Subassociations subject to Assessments as of the first day of the fiscal year for which the Budget was adopted. (For example, if a Parcel has been assigned 200 Assessment Shares and the total number of Assessment Shares assigned to all Parcels (excluding those within Subassociation Projects) and Subassociations is 6,000, and the budget is \$10,000, such Parcel's Assessment is equal to 200 divided by 6,000 multiplied by \$10,000 for a total Assessment of \$333.33.)

Section 6. Individual, Special, and Subassociation Assessments.

If an Individual Assessment is levied upon more than one (1) Parcel, then it shall be allocated between or among the applicable Parcel as the Board directs, absent which they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the Association to provide any particular service (maintenance or otherwise) to a Parcel(s).

Special Assessments shall be levied against all applicable Parcels subject thereto at an equal rate, or as otherwise determined by the Board of Directors. Special Assessments shall be paid in such installments or in a lump sum as the Association shall, from time to time, determine. DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS, AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

Subassociation Assessments shall be levied as set forth in the applicable Subassociation Documents. The responsibility for levying and collecting Subassociation Assessments shall remain with the applicable Subassociation, and neither the Declarant, nor the Association shall have any obligation to levy or collect Subassociation Assessments.

Section 7. Collection of Assessments.

Assessments shall be due and payable semi-annually in advance unless the Board determines to collect Assessments in a

different manner for longer or shorter periods of time, but in any event no longer than one year in advance. In the event any Owner or Subassociation shall fail to pay Assessments, or any installments thereof charged to such Owner or Subassociation, within fifteen (15) days after the same becomes due then the Association shall, in its sole discretion have any and all of the following remedies, to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

- (a) to accelerate the entire amount of any Assessments for twelve (12) months from the date of the last overdue Assessment based on the then current Assessment amount, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the Assessment amount in the next year's Budget, such Owner or Subassociation shall be liable for the increase at such time as the increased Assessment becomes due;
- (b) to advance on behalf of the Owner or Subassociation in default, funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) or Subassociation is liable to the Association and the amount or amounts of monies so advanced together with interest at the highest rate allowed by law (and if there is no limit established by law, then as established by the Association), and all costs of collection thereof including, but not limited to, reasonable attorneys' fees in negotiations and at all trial and appellate levels, may thereupon be collected by the Association and such advance by the Association shall not be deemed a waiver of the default;
- (c) to file an action in equity to foreclose its lien at any time after the effective date thereof, which lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (d) to file an action against the Owner or Subassociation at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees in negotiations and at all trial and appellate levels without waiving any lien rights or rights of foreclosure in the Association.

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Section 8. Collection by Declarant.

Until the Turnover Date, in the event for any reason the Association shall fail to collect the Assessments, then in that event, Declarant shall at all times have the right, but not the obligation:

- (a) to advance such sums as the Association could have advanced as set forth in ARTICLE V, Section 7, above; and
- (b) to collect such Assessments and, if applicable, any such sums advanced by Declarant, by using the remedies available to the Association as set forth in ARTICLE V, Section 7, above which remedies (including, but not limited to, recovery of attorneys' fees) are here declared to be available to Declarant.

Section 9. Rights to Pay Assessments and Receive Reimbursement.

Declarant shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Parcel. Further, Declarant until the Turnover Date shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Declarant shall be entitled to immediate reimbursement for such overdue Operating Expenses so paid from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees.

Section 10. Budget.

The total anticipated Operating Expenses for each fiscal year shall be set forth in a budget (the "Budget") adopted by the Association not later than sixty (60) days prior to the end of the fiscal year preceding the fiscal year for which the Budget is being adopted. Provided however, for the balance of the fiscal year in which this Declaration is recorded, the Budget shall be adopted at a duly noticed meeting at such time and date as the Board elects in its sole discretion. Further provided, however, for the fiscal year following the year of recording this Declaration, and each fiscal year thereafter, in the event the Budget is not adopted by December 15, the then current Budget shall continue in effect until a new Budget is adopted, which may be retroactive to the beginning of the fiscal year for which it is adopted as the Association shall determine.

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Section 11. Collection of Assessments by Subassociations.

The Assessments against Subassociations shall be in the aggregate assessed against all Parcels located within the Subassociation Project, and the Subassociation operating same shall collect such Assessments in the same manner and to the same extent as the common expenses of such Subassociation Project. Each Subassociation shall assess the Subassociation Unit Owners in such Subassociation Project for the Subassociation Unit Owner's Assessment. The lien set forth in this ARTICLE V shall be a lien against the Subassociation Units within such Subassociation Project administered by the Subassociation and the collection rights pursuant to this ARTICLE V shall be as to all the Subassociation Units and their Owners in the Subassociation Project and to the Subassociation operating such Subassociation Project. The Association, in its sole and absolute discretion, shall have the right to exercise its collection and lien rights hereunder against only the particular Subassociation Unit Owner who has not paid its portion of the Subassociation Assessments or may release its lien from a Subassociation Unit whose Owner has paid its portion of the Subassociation Assessments.

Section 12. Adjustment of Assessment Payments.

The Assessments and installments thereof may be adjusted from time to time by the Association to reflect changes including, but not limited to, changes in the number of Assessment Shares attributed to Parcels which are subject to Assessments. When a Parcel first becomes subject to Assessments or if a new Assessment Share is assigned to a Parcel already subject to Assessments, such Parcel shall be deemed assessed the amount of such Assessment or installment thereof which would have been assessed against such Parcel if it had such Assessment Share at the time such Assessment was originally made, prorated from the date the Parcel received such Assessment Share through the end of the Assessment period in question.

Section 13. Liability to Pay Assessments.

By the acceptance of a deed or other instrument of conveyance of a Parcel, each Owner thereof, other than the Declarant, acknowledges that each Parcel and the Owners thereof are jointly and severally liable for their own Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Parcels subject to Assessments for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner whose Parcel is or becomes subject to Assessments, for himself and his heirs, executors, successors and assigns, that in the event Owners of Parcels subject to Assessments fail or refuse to pay any Assessments

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against their Parcels or any portion thereof or their respective portions of any Special Assessments, then the other Owners of Parcels subject to Assessments may be responsible for increased Assessments or Special Assessments, due to the nonpayment by such other Parcel Owners, and such increased Assessment or Special Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in this Declaration. The provisions of joint and several liability for Assessments described in this ARTICLE V, Section 13, shall not apply to the Declarant.

ARTICLE VI. USE RESTRICTIONS

Section 1. Use Restrictions.

To preserve the values and amenities of the Total Property, the following provisions shall be applicable to the Committed Property:

- (a) Except as herein permitted, there shall be no Commercial/Retail mining, quarrying or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Committed Property. Excepted from the foregoing shall be activities of Declarant or the Association or their designees in dredging lakes; creating land areas from lakes; creating, excavating or maintaining drainage or other facilities or easements; and installing wells, pumps or sprinkler systems. Further excepted is excavation for swimming pools constructed on the Committed Property in accordance with this Declaration. Further, Declarant shall have the right to excavate and remove fill from portions of the Committed Property owned by the Declarant or its affiliates or from other portions of the Total Property and any fill so removed by Declarant shall be Declarant's property.
- (b) Except for Declarant's acts and activities in the development in the Total Property, no change in the condition of the soil or the level of the land of any portion of the Committed Property shall be made which results in any permanent change in the flow or drainage of surface water of, within, or through the Total Property without the prior written consent of the Declarant, and Board, and applicable agencies, including, but not limited to, the District, the County, and SWFWMD.
- (c) No structure shall be increased in size by filling in any wetlands, wetland buffers, lakes, ponds, retention areas, or drainage areas on which it abuts without the

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approval of Declarant and after the Turnover Date, the Board, and applicable agencies including but not limited to, the District, the County, and SWFWMD. No Owner shall fill, dike, rip-rap, block, divert or change the established wetlands, wetland buffers, lakes, ponds, retention areas, or drainage areas that have been or may be created by easement, plat, or otherwise, or as set forth in any Government Regulation or Use Restriction without the prior written consent of Declarant and the applicable agencies.

- (d) No Person shall endanger or cause to be endangered any threatened or endangered animal and/or plant species (as defined in Federal and State laws or ordinances of the County) anywhere on the Committed Property without any required approval of appropriate governmental agencies.
- (e) No Person shall damage, excavate, endanger, alter, or engage in construction upon any portion of the Committed Property which has been determined by an appropriate governmental to be an actual or potential archaeological or historical site without the prior consent of such governmental agency.
- (f) Except as may be permitted by the prior written consent of the Plans Review Committee, which consent shall be based on the Design Standards or as provided in the Rules, no antennas, aerials, discs or flagpoles shall be placed inside or upon any Parcel.
- (g) No garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Committed Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Plans Review Committee and shall be screened from view in a manner deemed suitable by the Plans Review Committee and kept in a clean condition with no obnoxious or offensive odors emanating therefrom. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Committed Property owned by Declarant or its designee through the period of construction of Improvements upon the Committed Property.
- (h) No ham radios or radio transmission equipment shall be operated or permitted to be operated in or on any Parcel without the prior written consent of the Board.

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- (i) The Owner of a Parcel (his tenants, employees, agents and guests) shall comply with all Government Regulations pertaining to the ownership and use of the Parcel, including but not limited to all laws, rules and regulations pertaining to the use, storage, transporting, release and disposal of hazardous waste and hazardous substances, as defined by federal, state and local laws.
- (j) Nothing shall be stored, constructed within, or removed from the Common Areas other than by Declarant until the Turnover Date, and thereafter the Board, except with the prior written approval of Declarant or the Board, as appropriate.
- (k) Nothing shall be done or kept on the Common Areas which will increase the rate of insurance on any property insured by the Association without the written consent of the Board.
- (l) Except as permitted by and in accordance with the Rules adopted by the Board, no livestock or poultry shall be kept or raised upon any portion of the Committed Property; provided however, Declarant shall have the right at all times to conduct such activities on portions of the Committed Property owned by Declarant, its affiliates, or any other third party pursuant to the terms of a bona fide agricultural lease or license and further Owners operating a pet store or veterinary clinic shall have the right to keep animals for resale to the public or treatment, as applicable, inside the building in which the pet store or veterinary clinic is contained but not outside of such building. Pets shall be prohibited from all portions of the Common Areas except where specifically designated by the Board. An Owner by the purchase of its Parcel agrees to indemnify the Association and hold it harmless against loss or liability of any kind arising from its having any animal on the Total Property. Subassociations shall have the right to further limit or regulate the keeping of pets and other animals on that portion of the Total Property within their jurisdiction.
- (m) No sign, advertising or notice shall be permitted on the Common Areas unless specifically permitted by the prior written consent of Declarant until the Turnover Date and thereafter the Board. Notwithstanding the foregoing, Declarant reserves the right for itself and its designees to place and maintain signs in connection with construction, marketing, sales, and rental of

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Parcels or Improvements thereon and identifying or informational signs anywhere on the Committed Property.

- (n) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Committed Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All lawns, landscaping and sprinkler systems, parking lots, parking structures, lighting, signage, storage areas, loading and receiving docks shall be kept in a good, clean, neat and attractive condition. The Committed Property and any Subassociation Units or other Improvements thereon shall be kept in good, safe, clean, neat and attractive condition, and all Improvements thereon or for which construction has been commenced shall be completed and maintained in a finished, and attractive condition. Excepted from the foregoing restriction shall be any portion of the Committed Property owned by Declarant. Upon the failure to maintain a Parcel or failure to complete or maintain Improvements, or any portion thereof, as aforesaid and upon Owner's failure to make such corrections as may be necessary within thirty (30) days of giving of written notice (which written notice does not have to be given in the case of emergency, in which event the Association may without any prior notice directly and immediately remedy the problem), the Association may enter upon such Parcel and make such improvements or correction as may be necessary (including removal of a structure), the cost of which shall be paid by the Subassociation or Owner, as the case may be. If any such Owner or Subassociation fails to make payment within fifteen (15) days after requested to do so, then the payment requested shall be a lien in accordance with the provisions of ARTICLE V hereof, and the Association may bring an action at law or in equity. Such entry by the Association or its agents shall not be a trespass, and by the acceptance of a deed for a portion of the Committed Property or by the recordation of Subassociation Documents, such Person has expressly given the Association the continuing permission to do so, which permission may not be revoked. Once construction has commenced on an Improvement, if prior to completion thereof work on such Improvement stops for sixty (60) consecutive days or for more than ninety (90) out of any one hundred twenty (120) day period, it shall be conclusively deemed that the Owner or Subassociation, as applicable, has failed to complete such Improvement.

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- (o) No truck, Commercial/Retail vehicle, bus, recreation vehicle, mobile home, boat, camper or trailer may be kept or parked on the Common Areas except as set forth below in this subparagraph. No Person shall be permitted to keep any vehicle on the Common Areas which is deemed to be a nuisance or in violation of any Rules. Excepted from the foregoing shall be any vehicles owned, used, or designated by Declarant or the Association. Declarant and the Association shall not be responsible for any damage or theft to vehicles or the contents thereof parked anywhere on the Committed Property. Declarant until the Turnover Date, and thereafter the Board, shall have the right to designate certain portions of the Common Areas, which may be relocated or discontinued from time to time, for the parking of trucks, Commercial/Retail vehicles, buses, recreational vehicles, mobile homes, boats, campers and trailers. No maintenance or repair shall be performed on any vehicles upon any portion of the Common Areas, except in an emergency situation. All such emergency repairs to disabled vehicles on the Common Areas must be completed within twenty-four (24) hours from the immobilization thereof or the vehicle must be removed from the Common Areas or Recreational Parcel. Excepted from the foregoing shall be Declarant and the District or their designees in connection with and as part of their respective programs of sale, leasing, constructing, marketing, and developing of and within the Total Property and maintenance by the Association of its vehicles on the Common Areas.
- (p) No Improvement or installation of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, or out-building shall be erected on the Committed Property at any time, without prior written consent of the Board of Directors. Excepted from the foregoing shall be temporary structures used by Declarant for construction, sales, or rental purposes.
- (q) Solar collectors other than those installed by Declarant shall only be permitted with the prior written consent of the Plans Review Committee in accordance with the Design Standards.
- (r) Nothing may or shall be done on the Committed Property which may be or may become a nuisance. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

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(s) Each Owner and its employees, guests, invitees, and lessees and their family members, employees, guests, invitees, and sublessees, and each Subassociation and their Subassociation Members shall be bound by and abide by the Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner or Subassociation, as the case may be, responsible for, or connected in any manner with, such Person's presence within the Total Property. Such Owner or Subassociation shall be liable to the Association for any damages to the Declarant, the Association or the Common Areas, or any other part of the Total Property resulting from the act of any of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, which shall be paid for by the Owner or Subassociation as an Assessment pursuant to ARTICLE V. Failure of an Owner or Subassociation to notify any Person of the existence of the provisions of this Declaration shall not act to limit the right of enforcement of the provisions of this Declaration against the Owner or the Subassociation or such person and in addition, the Owner or Subassociation shall be responsible for any and all violations of these provisions by its tenants, delegatees, licensees, employees, invitees, or guests, and by guests, employees, licensees and invitees of any of the foregoing at any time. Leases of a Parcel shall require the tenant/lessee to comply with provisions of the Documents and shall permit the Association to enforce any of the lessor's rights thereunder. If these provisions are not specifically set forth in the lease they nonetheless shall be included by virtue of the provisions of this subparagraph.

(t) The Owner, or Subassociation, as applicable, shall comply with all Governmental Regulations, of whatsoever kind or nature, applicable to or affecting in any way any portions of, or use of, the Total Property.

(u) The failure of Declarant or Association to object to an Owner's or other Person's, including, without limitation, a Subassociation's, failure to comply with the covenants or restrictions contained herein or any other Documents (including the Rules now or hereafter promulgated) shall in no event be deemed a waiver of the provisions of the Documents. The provisions of this ARTICLE VI, Section 1, (a), (b), (c), and (p) shall be considered waived to the extent that a waiver of

such provisions is necessary and appropriate to permit the Owner of a Parcel to engage in the construction activities required for the normal and proper development of same as such activities have been permitted by the Plans Review Committee.

Any questions with regard to the interpretation of this ARTICLE VI shall be decided by Declarant until the Turnover Date and thereafter the Board, whose decision shall be final.

Section 2. Rules.

The Association, by the Board, shall have the right to promulgate and impose Rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Total Property and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of facilities and establishing hours and manner of operation).

**ARTICLE VII. PLANS REVIEW
COMMITTEE**

Section 1. Plans Review Committee.

The Association shall establish a Plans Review Committee which, in turn, shall establish and from time to time modify Design Standards for the control of the design, construction, location and maintenance of all Improvements and other work, which Design Standards may include, without limitation, site coverage, view corridors and relationships of Improvements to neighboring Improvements, exterior wall finishes and materials, building siting, excavation, drainage, grading, stormwater management and finished floor elevation, signage and landscaping within the Committed Property. Different Design Standards based on different design and other criteria may or may not be established for each Membership Classification and for different Parcels, as the Plans Review Committee shall determine. Prior to the Turnover Date, the Plans Review Committee shall consist of that person or those persons designated by Declarant. On the Turnover Date (or earlier at Declarant's option), the Association, through its Board, shall appoint, and provide for the terms of, the members of the Plans Review Committee. Members of the Plans Review Committee need not be officers, directors, or employees of the Declarant, its affiliates, or the Association. Until Declarant turns over control of the Plans Review Committee to the Association, the members thereof shall serve at the pleasure of the Declarant.

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Section 2. Improvements.

No Improvements shall be maintained or permitted to remain, commenced, erected, improved, or altered, nor shall any grading, excavation, tree removal, landscaping or change of exterior color or other work which in any way alters the exterior appearance of any building, landscaping, other improvement, or of any Parcel or the Common Areas, be done without the prior written approval of the Association acting through its Plans Review Committee after submittal and approval of the plans and specifications therefor.

Section 3. Effect of Approval.

The approval, rejection or withholding of any approval by the Declarant, the Association, or the Plans Review Committee of the plans, proposals and specifications, and the location or character of all Improvements, and every alteration of any of the foregoing, shall not be construed or interpreted as a representation or determination that any building, plumbing, electrical code or other applicable Governmental Regulations or requirements have or, have not been properly met. The approval by the Association relates only to the aesthetics or other matters of concern of this Declaration relating to the Improvements or activities proposed and not to their permissibility, sufficiency, or adequacy under Governmental Regulations. Each Person shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the appropriate governmental agencies prior to commencement of any work or construction.

Section 4. Plans.

Each Person shall, prior to the commencement of any construction modification, replacement, repair or alteration, submit the required material to the Plans Review Committee in accordance with the Design Standards. If the information submitted to the Plans Review Committee is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information. The Plans Review Committee shall have a period of thirty (30) days from receipt of the plans and specifications and all information required by the Plans Review Committee to approve or disapprove the plans and specifications. Failure of the Plans Review Committee to act within such thirty (30) day period shall be deemed an approval of the submitted plans and specifications. If the Plans Review Committee disapproves, such disapproval shall set forth the changes necessary to receive the approval, and upon resubmittal of the plans and specifications with all of the required changes the Plans Review Committee shall approve same.

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Section 5. Inspection.

The Plans Review Committee specifically reserves the right of entry and inspection upon any Parcel for the purpose of determination by the Plans Review Committee whether there exists any construction of any Improvement which is different from the plans and specifications approved by the Plans Review Committee or violates the terms of any approval by the Plans Review Committee, the terms of this Declaration, any Governmental Restriction, Use Restriction, or of any other covenants, conditions and restrictions to which an applicable deed or other instrument of conveyance makes reference.

Section 6. Representatives.

The Plans Review Committee may designate one or more representatives to act for, or provide technical advice to it. In the event of death, disability or resignation of any member of the Plans Review Committee the Declarant shall replace said member until Declarant has turned over control of the Plans Review Committee to the Association, at which point, replacement shall be by the Board.

Section 7. Review Fee.

The Association and/or the Plans Review Committee may charge a reasonable fee as part of its approval process hereunder to offset its costs and expenses involved therein. Payment of such fee may be a condition of approval or may, at the option of the Board, become an Individual Assessment pursuant to ARTICLE V.

Section 8. Delegation.

The Association may delegate, on a permanent or temporary basis, and conditioned upon such criteria as the Board, in its sole discretion, deems proper, any of the rights and powers granted to it in this ARTICLE VII to a Subassociation, provided, however, that such delegation may be revoked at any time by the Association and further provided that Declarant's consent to such delegations shall be required prior to the Turnover Date.

Section 9. Indemnity.

Neither the Declarant, Association, nor the members of the Plans Review Committee shall have any duty, responsibility, or liability to any Owner or to any other Person with respect to the exercise of its powers, or the failure to exercise its powers under this Declaration. The Declarant, the Association, the members of the Plans Review Committee, and their respective representatives and advisors shall be indemnified and held harmless by such Owner or other person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. The Declarant, the Association, and the Plans Review Committee may reject plans, proposals,

specifications, and any modifications thereto, based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. Any decision to approve, reject or withhold its approval may, in the exercise of discretion, be based upon, such considerations as:

- (a) the harmony of its size, exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, sanctuaries, and the overall community design;
- (b) the character of the exterior materials;
- (c) the planned quality of the exterior workmanship;
- (d) design and construction standards;
- (e) provisions of any Government Regulation or Use Restriction; or
- (f) any other factor deemed material or relevant.

Section 10. Repair After Casualty.

In the event any Improvement upon a Parcel is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time as determined by Declarant until the Turnover Date and thereafter by the Board, after such incident, the Owner thereof or the Subassociation administering same shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner or the Subassociation that the Improvement will not be repaired or replaced, promptly clear the damaged Structure and grass over and landscape such in a slightly manner approved by the Plans Review Committee. As to any reconstruction of a destroyed Subassociation Unit or other Improvement, same shall only be replaced with Unit(s) or Improvement(s) of a similar size and type as those destroyed and the plans and specifications therefor shall be submitted for approval as required by ARTICLE VII hereof. Within sixty (60) days after requested by the Board, the Owner or Subassociation; as applicable, shall deliver to Association an unconditional irrevocable letter of credit drawn on a national bank with offices in Sarasota or Manatee County, Florida, naming Association as beneficiary, in an amount determined by the Board to be necessary to remove the damaged Improvement and grass over and landscape the Parcel in the event the Owner or Subassociation fails to do so within the time frame established by the Board to repair, rebuild or remove, as applicable the damaged Improvement. The letter of credit shall be in form satisfactory to the Board.

Section 11. Completion of Construction.

Once the construction of any Improvement is begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period or for ninety (90) days in any one hundred twenty (120) day period, Declarant until the Turnover Date and thereafter the Association, shall have the right to notify the Owner of its intentions to enter the Parcel and take such steps as might be required to correct the undesirable appearance or existence of the Improvement including, but not limited to, demolition or removal thereof, or pursue any of the remedies under this Declaration. The reason for such correction may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said Parcel collectable in accordance with ARTICLE V.

Section 12. Exculpation.

Declarant, the Association and the Plans Review Committee or any of their agents may grant, withhold or deny their consent, permission or approval in any instance where their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to Owner or any other Person for any reasons whatsoever and shall be indemnified and held harmless by such Owner or other person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by the Declarant, the Association, or the Plans Review Committee or their respective representatives, agents, or designees under this Declaration shall be in writing and binding upon all Persons.

Section 13. Subdivision and Regulation of Land.

No portion of the Committed Property or a Parcel shall be divided or subdivided without the prior written consent of Declarant, who may impose certain requirements on Owner as a condition of its consent. Such requirements may specifically include, but not be limited to the right to approve any plats and allocation of Shares to the resulting Parcels or Units. An Owner shall not inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, the Development Order, or any other development orders or development permits applicable to Committed Property without the prior written approval of Declarant, until the Turnover Date, and thereafter the Board.

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ARTICLE VIII. COMMON AREAS, AND
CERTAIN EASEMENTS

Section 1. Designation and Conveyance of Common Areas.

Since the bulk of the commonly used property within the Total Property is intended to be owned and operated by the Districts or dedicated to the public, or in certain instances Subassociation Common Areas, the Association may have minimal facilities solely for the use of its Members, if any at all.

Nonetheless, Declarant may, from time to time, designate certain portions of the Committed Property as Common Areas by a Plat, this Declaration, a Supplemental Declaration, deed, or otherwise by Declarant by recorded instrument. Declarant is not obligated by this Declaration to create any Common Areas on the Total Property, and the mentioning of a use permitted on Common Areas is by example only and shall not require the establishment of same. Common Areas are not Public Property except to the extent there are Maintenance Common Areas within Public Property. All rights granted by Declarant in the Common Areas are subject to Declarant's rights under this ARTICLE VIII, Section 3 and ARTICLE VIII, Section 4.

Section 2. Administration and Maintenance of Common Areas.

The administration, maintenance and operation of the Common Areas shall be the responsibility of the Association. Any such Common Areas shall be maintained by the Association or its designees in accordance with the original purpose and design for which said Common Areas were so designated. By way of example, and not limitation, drainage areas will be used and maintained for drainage purposes, open space areas will remain as open space and so forth.

The Association shall at all times maintain in good repair and manage, operate, and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas and except those Exclusive Common Areas to be maintained by Owners) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibilities to the County and its governmental and quasi-governmental subdivisions and similar entities (including the Southwest Florida Water Management District and the Tampa Bay Regional Planning Council) of any kind with respect to the Common Areas, except to the extent performed by the District, and shall

indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

It is specifically contemplated (but not guaranteed) that the Association may enter into one or more agreements with the District, County or both whereby the Association performs some or all of the maintenance of landscaping or other features within property owned by or dedicated to the District or County. Accordingly, to the extent that such Agreement (which may be in the form of a contract, easement or other instrument) provides for such maintenance, then the areas to be so maintained shall be deemed Maintenance Common Areas hereunder so as to authorize such agreement, the performance of maintenance duties pursuant thereto, and the imposition and expenditure of Assessments necessary to fund such activities. Prior to the Turnover Date, no such agreement shall be entered into without the prior written consent of Declarant.

All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through Assessments imposed in accordance with this Declaration.

The Association may assign or delegate such responsibility in whole or in part, exclusively or non-exclusively, and permanently or temporarily, for a portion of the Common Areas to a Parcel Owner, Subassociation or an appropriate governmental or quasi-governmental agency by an instrument executed by the Declarant or Association. In addition, the Association may agree with any Parcel Owner, Subassociation or a governmental or quasi-governmental agency to maintain all or any portion of any Common Areas dedicated by Declarant to such Person, Subassociation, or governmental or quasi-governmental agency and the cost of such maintenance shall be either assessed against the appropriate Parcel, Person, Subassociation (and the Subassociation Members thereof) or, in the event such Common Areas were dedicated to a governmental or quasi-governmental agency, assessed as an Operating Expense, as determined by the Board.

Section 3. Alteration by the Declarant.

Declarant shall have the right in its sole discretion, to alter the boundaries or appearance of the Common Areas, withdraw portions of the Common Areas and construct, develop, enlarge, change or modify the Common Areas and any Improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by Declarant for the best interest of the Total Property without the joinder or consent of any Person including, without limitation, the Association, the Subassociations, Developers, Members, or the Owners for so long

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as Declarant shall own any portion of the Total Property. If a portion of the Committed Property containing Common Areas is withdrawn by Declarant, all easement and other rights created by this Declaration shall automatically terminate as to the withdrawn lands upon the recording of a Supplemental Declaration, or other amendment to this Declaration withdrawing such lands.

Section 4. Declarant's Reserved Rights and Easements.

Declarant, for itself, and its designees of whatsoever nature, reserves:

- (a) the right to impose upon the Common Areas, henceforth and from time to time such easements and cross-easements, in favor of any Person, for ingress and egress and the installation, operation, furnishing of utilities and services, maintenance, construction, and repair of utilities and facilities, including, but not limited to, electric power, telephone, cable television, master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, irrigation, drainage and storm water management, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best interest of, and necessary and proper for the Total Property or any portion thereof.
- (b) an easement(s) for ingress, egress and access in favor of Declarant, the Association, and all agents, employees, or other designees of Declarant or the Association to enter upon Committed Property, for the purpose of inspecting any construction, proposed construction, or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner, Subassociation, or the Association, as appropriate, or for the purpose of completing the construction of any abandoned areas or any Improvements located thereon. Such easement shall include an easement in favor of the Association and Declarant to enter upon the Common Areas now or hereafter created to use, repair, maintain, and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, construct, or complete improvements

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which an Owner, or Subassociation is required to maintain, repair, construct, or complete.

- (c) easement(s) for encroachments, as from time to time appropriate, in favor of Declarant, the Association, the Subassociations, the Owners, and all Persons entitled to use that portion of the Committed Property in the event any portion of the Improvements located on any portion of the Committed Property now or hereafter encroaches upon any of the remaining portions of the Committed Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching Improvements in favor of Declarant, the Association, the Subassociations, the Owners, and all their designees.
- (d) a perpetual easement upon, over, under and across the Committed Property for the purpose of for ingress and egress and the installation, operation, furnishing of utilities and services, maintenance, construction, and repair of utilities and facilities, including, but not limited to, electric power, telephone, cable television, master antenna transmission, surveillance and security services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, irrigation, drainage and storm water management, lighting, television transmission, garbage and waste removal, emergency services and all machinery and apparatus appurtenant to the foregoing, as may be necessary or desirable or the installation and maintenance of utilities servicing the Total Property, the Owners and servicing any Common Areas, all such easements to be of a size, width and location as Declarant in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be located upon the Committed Property.
- (e) the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be necessary or desirable over, under, across and upon the Total Property or portions thereof in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Total Property, subject to limitations as to then existing buildings or other permanent structures or facilities constructed within the Total Property. Such easements may be for

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the use and benefit of Persons who are not Members of the Association, for portions of the Total Property which are not Committed Property hereunder, and for other real property which is not part of the Total Property.

- (f) for the benefit of all real property now or hereinafter owned by Declarant located in Sarasota County or Manatee County, Florida (collectively the "Benefited Lands") perpetual non-exclusive ingress and egress easements over all Roadways that are part of Common Areas, a drainage easement over, across and under the Committed Property, and a utility easement for ingress/egress, installation, maintenance, construction repair of utilities and facilities, including, but not limited to electric, telephone, cable television, master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, stormwater management, lighting, television transmission, garbage and waste removal, and emergency services over, across and under the Common Areas. The easements granted and reserved herein shall run in favor of Declarant, and the owners of the Benefited Lands, their designees, family members, guests, employees, invitees and lessees, and all of their successors and assigns.
- (g) the right to grant to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone and other utilities authorized by Declarant to service the Committed Property, and to such other persons as Declarant or the Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Areas for the purposes of performing their respective authorized services and duties as the case may be.
- (h) reserves the right, for Declarant, the Association, and their designees, in their sole discretion, to enter and use any portion of the Total Property, as necessary, to perform maintenance, monitoring and other functions as may be required from time to time by Governmental Regulations (including but not limited to the Development Order and Zoning Ordinance). Any question regarding the use of any portion of the Total Property under this Paragraph (h) shall be determined by Declarant until the Turnover Date, and thereafter by the Association.

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- (i) the right to use the Common Areas and all other portions of the Committed Property in conjunction with and as part of its program of sale, leasing, constructing, marketing, and developing of and within the Total Property including, but not limited to, the right to carry on construction and to enter and transact business, maintain sales offices, place signs, employ sales personnel, hold or sponsor promotional activities, show Subassociation Units, and use portions of the Committed Property, Subassociation Units, and other Improvements owned by Declarant or the Association for purposes set forth above and for storage of construction materials and for construction and assembling construction components without any cost to Declarant and its successors, nominees and assigns for such rights and privileges. In addition to the foregoing, Declarant, its successors, designees and assigns, shall have the right to use all or any portion of any building in the Common Areas thereon as a sales, rental, and/or construction office. Any sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, lease, construction, marketing, maintenance and repair efforts of Declarant shall not be part of the Common Areas and shall remain the property of Declarant or its nominees, as the case may be. Declarant shall have the right to construct, maintain and repair Improvements as Declarant deems necessary or appropriate for the development of the Total Property.
- (j) the right to assign the easements and rights granted and reserved hereunder in whole or in part to the Association, a Subassociation, the District, a Developer, any town, county or state government agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant.

Section 5. Members' Easements.

Except for Exclusive Common Areas and Maintenance Common Areas as herein specified, each Member, shall have a non-exclusive, permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their agents and invitees, but in such manner as may be reasonably regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

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- (a) The right and duty of the Association to levy Assessments against each Parcel, Owner, or Subassociation for the purpose of, among other things, maintaining the Common Areas and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Committed Property from time to time recorded.
- (b) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (c) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Members subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations.
- (d) The right of Declarant to permit such persons as Declarant shall designate to use the Common Areas and all recreational facilities located thereon (if any).
- (e) The right of Declarant and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas, which right is hereby reserved to Declarant and granted to Association, the former to control over the latter in the event of conflict.
- (f) The right of the Association, by vote in accordance with the By-Laws, to dedicate or convey (subject to the Members' easements as herein provided) portions of the Common Areas to any other association having similar functions, or any public or quasi-public agency, the District, or similar entity under such terms as the Association deems appropriate.

The easements provided in this ARTICLE VIII, Section 5 shall be appurtenant to and shall pass with the title to each Parcel, but shall not be deemed to grant or convey any ownership interest in the Common Area, subject thereto.

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Section 6. Conveyance of Common Areas at Turnover Date.

Subject to Declarant's right to withdraw portions of the Committed Property prior to such conveyance, Declarant agrees that it shall convey to the Association fee simple title to the Common Areas then in existence that it owns or assign any easements, licenses, contracts or use rights in its favor that are for the benefit of the Association or Common Areas (all Common Areas created after the Turnover Date shall be so conveyed or assigned as soon as reasonably possible after their creation) in an "As Is" condition on or before the earlier of the following:

- (a) thirty (30) years from the date of recording this Declaration in the public record of the County; or
- (b) the Turnover Date; or
- (c) such earlier date when Declarant voluntarily conveys all of the Common Areas to the Association.

Such conveyance shall be subject to: this Declaration, Supplemental Declarations, all other Documents, Governmental Regulations, Use Restrictions, real estate taxes for the year of such conveyance, such facts as an accurate survey would show, the terms of any instrument creating same, and all covenants, easements, restrictions and reservations of record. Declarant shall convey to the Association by quit-claim deed all portions of the Common Areas not previously conveyed to the Association, on or before the Turnover Date. The Association agrees to accept "As Is" the conveyance of the Common Areas and the personal property and Improvements thereon or appurtenant thereto, without any representation or warranty, express or implied, in fact or by law, as to the condition or fitness of the Common Areas or portions thereof and any personal property and Improvements thereon. All costs and expenses of closing such conveyance shall be paid for by the Association. Any Common Areas previously conveyed to Association which are changed to another land use by Declarant shall be re-conveyed to Declarant upon request.

Section 7. Restriction on Transfer by Association.

Except as otherwise provided in this Declaration, once title to the Common Areas, or any portion thereof, becomes vested in the Association, such Common Areas, or any portion thereof, so vested in the Association and the Improvements thereon shall not be abandoned, partitioned, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining, until the Turnover Date, the written approval of Declarant, and after the Turnover Date, not less than a majority of the Voting Interests. The last preceding sentence shall not be applicable

to nor prohibit the Association from granting such easements as are reasonably necessary or appropriate for the Total Property in a manner consistent with the provisions of the Documents nor shall the foregoing prohibit the Association after the Turnover Date from encumbering the Common Areas provided such encumbrances are solely to secure loans obtained for improving the Common Areas being encumbered and provided the lien of such encumbrance is not superior to the provisions of this Declaration.

Section 8. Failure to Create Intended Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party or parties to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

**ARTICLE IX. GOVERNMENTAL
REQUIREMENTS**

Section 1. Preamble.

Because the development and use of the Total Property is governed by the County, the District and the Southwest Florida Water Management District ("SWFWMD"), among other governmental and quasi-governmental entities, this ARTICLE has been adopted for the purpose of including in this Declaration certain provisions required by such entities. Accordingly, the heading of each section set forth below refers to the entity having required the provisions contained in that Section.

Section 2. County.

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 all developments to protect and

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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 this Declaration.

(a) **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 Common Areas as may be necessary to perform those duties.

(b) **Ownership of the Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Areas, 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.

(c) **Disturbance of Common Areas.** No lands in the Common Areas constituting 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.

(d) **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Areas 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 Areas 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 Owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

(e) **Additional Manatee County Land Development Code Requirements.** Additional documentation as stipulated by Chapter Nine of the Manatee County Land Development Code (Subdivision Procedures and Standards) Section 905.4, may be subsequently attached as additional Exhibits in connection with the filing of subsequent plats within the Committed Property or Total Property. The attachment of the above referenced Exhibits is solely for the purposes of complying with Section 905.4 of the Manatee County Land Development Code. The terms of the herein referenced Exhibits in no way alter, add to, or supersede the provisions of this Declaration.

Section 3. SWFWMD.

It shall be the responsibility of each Owner, at the time of construction of a building, residence or structure, to comply with the construction plans for the surface water management system serving the Total Property pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD.

No Owner may construct or maintain any building, residence or structure or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat for the applicable portion of the Total Property, unless prior approval is received from the SWFWMD Venice Regulation Department.

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Venice Service Office, Surface Water Regulation Manager.

The following additional notice is hereby given to each purchaser of a Parcel or any other portion of the Total Property:

The purchaser is hereby notified that this property is subject to the requirements of a Surface Water Management Permit(s) issued by the Southwest Florida Water Management District.

Section 4. Community Development Districts.

The Districts have been formed pursuant to Chapter 190, Florida Statutes for the purpose of carrying out the powers and duties conferred upon them by virtue of their respective charters and the local general purpose governments. With respect to such powers and duties, the District shall have primary responsibility and the rights of the Association shall be subservient thereto. Examples of this are the construction and maintenance of community infrastructure such as roads, utilities, drainage, environmental monitoring, and landscaping. The Association shall have no right to interfere with or take actions which are inconsistent with the actions of the Districts in the exercise or performance of their authorized powers and duties, as such powers and duties from time to time exist. Additional Districts may be formed in the future, in which event, this ARTICLE IX, Section 4 shall govern the relationship between the Association and such future Districts notwithstanding the fact that such future Districts may be formed subsequent to the formation of the Association. The Districts

shall have no role in the operation of the Plans Review Committee or in the operation of Community Systems, which are hereby reserved unto the Declarant and the Association as otherwise set forth in this Declaration.

Any liens of the Association pursuant to this Declaration or otherwise shall be subordinate to any assessments of any kind whatsoever levied by the Districts, whether such District assessments arise before or after liens of the Association.

Nothing in this ARTICLE IX, Section 4 shall prevent the Association from entering into mutually acceptable agreements pursuant to which the Association provides a higher level of service with respect to one or more areas within the purview of one or more Districts (e.g., maintenance of landscaping to a higher standard than the District provides).

Section 5. Rules of Construction and Amendment.

Notwithstanding anything in this Declaration to the contrary, in the event of conflict between any provisions of this Declaration, the Articles of Incorporation, the By-Laws or any rules, regulations or manual adopted by the Association, then the provisions of this ARTICLE shall supersede and control. Further, no Amendment to this Declaration shall be made which amends any provision of this ARTICLE or has the effect of overriding or changing the application of a provision of this ARTICLE, in either case without the prior written consent of the entity which has required the applicable Section within this ARTICLE.

ARTICLE X. COMMUNITY SYSTEMS

Section 1. Right to Install Community Systems.

Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right, but not the obligation, to construct or install over, across and upon any portion of the Committed Property for the use of the Association, Subassociations, Owners and their permitted or authorized guests, invitees, tenants and family members, any Community Systems, the exact description, location and nature of which have not yet been fixed nor determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the Community Systems, the scope, extent, size and location of which over, across, upon and through the Committed Property shall be determined solely by Declarant, its successors, designees and assigns, together with a perpetual and exclusive right and privilege of:

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- (a) unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the Community Systems including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the Community Systems including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and medical protection, and other emergency services; and
- (b) transmitting (the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees).

Section 2. Agreements for Community Systems Services.

Declarant, and after the Turnover Date, the Association, shall have the right to contract (each such contract being referred to herein as the "Contract"), exclusively or nonexclusively, for the provision of the Community Systems as Declarant, and after the Turnover Date the Association, shall deem in its sole discretion to be in the best interest of the Committed Property. The Contract may provide that the basic Community Systems shall be mandatory for all or a portion of the Owners. The Contract for the Community Systems may also provide, in addition to any other provisions as may be deemed appropriate, any one or more of the following substantially as follows:

- (a) Every Subassociation collecting Operating Expenses shall impose, as part of its assessments for operating expenses and its regular maintenance assessment against each Subassociation Unit contained within the Subassociation Project it operates, the amount of the basic fees due and payable from Parcels for the Community Systems and shall collect same and forthwith remit the amount collected to the company or companies with which Declarant or the Association has contracted for the furnishing of Community Systems services (the "Contractual Designee").
- (b) Every Parcel Owner hereby agrees that the Association and Subassociation collecting basic cable television and other fees and their respective successors and assigns shall have a lien upon their Parcel for the respective charges.
- (c) The Contractual Designee may impose such additional charges for optional Community Systems services as

consistent with rates for services as approved by any local governmental agency having jurisdiction over the franchising of such services. Such services shall not be mandatory and charges therefor shall be individually billed to the Parcel Owner.

- (d) Declarant, and after the Turnover Date, the Board, may excuse portions of the Committed Property from the provisions of this ARTICLE X which, in the determination of Declarant, have uses for Community Systems services inconsistent with the overall design of such services in the Total Property as a whole.
- (e) The provisions of this ARTICLE X shall be effective for a period of fifteen (15) years from and after the date of recordation of this Declaration after which time they shall be extended, automatically, for three (3) successive periods of ten (10) years thereafter provided that upon demand of Declarant or the Association, or their successors and assigns, given at least one (1) year prior to the expiration of each term, the Contractual Designee or Designees, their successors and assigns, update their Community Systems to the then current state-of-the-art as determined by agreement or, in its absence, by arbitration.
- (f) Enforcement of the Contract shall be by an appropriate action at law or in equity against any Persons violating or attempting to violate any covenants contained therein. The bringing of one action shall not constitute an election of remedies or exclude the bringing of another action. When the Contractual Designee enforces the provisions of this ARTICLE X, it shall be entitled to payment of court costs and reasonable attorneys' fees and expenses.

Section 3. Conveyance of Community Systems.

Declarant hereby reserves the right, but shall not be obligated (including after the Turnover Date), to convey, transfer, sell or assign (hereinafter collectively in this ARTICLE X, Section 3 referred to as "convey") any or all of the Community Systems, or the rights, duties or obligations arising out of the administration and operation of the Community Systems to the Association, any Subassociation, or any other Person. All rights of Declarant in and to such portion of the Community Systems conveyed shall transfer to the recipient of such rights regarding the Community Systems. There may be more than one recipient of the Community Systems. The Community Systems shall be conveyed by Declarant only to Persons providing Community Systems services to that portion of the Committed Property served

thereby. In the event Declarant conveys the Community Systems or any portion thereof to the Association, the Community Systems shall become Common Areas. Declarant shall determine all terms of any conveyance of the Community Systems, which terms may include, without limitation, that:

- (a) the conveyance may be made with nominal consideration;
- (b) no Person's consent or approval of the conveyance be required;
- (c) in the event the conveyance is to the Association, such conveyance shall be automatically accepted; and
- (d) all costs and expenses of closing the conveyance shall be borne by the Person to whom the Community Systems is being conveyed.

Section 4. Disclaimer as to Community Systems.

DECLARANT AND THE ASSOCIATION EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED GUARANTEE OR WARRANTY OF THE MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR ANY PURPOSE OF THE COMMUNITY SYSTEMS OR SERVICE, OR ANY PORTION THEREOF, OR THAT THE COMMUNITY SYSTEMS OR SERVICE OR ANY PORTION THEREOF WILL BE FREE OF DEFECT OR PREVENT INTRUSION, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SAME, REGARDLESS OF THE PURPOSE OF THE DESIGN OF THE COMMUNITY SYSTEMS OR PORTION THEREOF. Further, Declarant, the Association, Subassociations, Developers, and Contractual Designees state, and the Persons served by the Community Systems acknowledge, that the operation of the Community Systems does not render any of the aforesaid parties insurers of the any portion of the Total Property or safety of the Persons served thereby. Such parties further assume no liability for any loss or damage to personal property resulting, whether proximate or otherwise, direct or consequential, from any failure or alleged failure of the Community Systems or any portion thereof, negligence or intentional acts of the Contractual Designees, or acts of God.

In recognition of the fact that interruptions in Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

Every Owner or occupant of property obtaining security services through the Community Systems further agrees for itself, its grantees, tenants, guests, invitees, licensees, and family

members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Association or any franchisee, successor or design of any of same or any Operator. Further, in no event will Declarant, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE XI. STATUS OF EXECUTING PARTIES

Schroeder-Manatee Ranch, Inc., a Delaware corporation, has executed this Declaration and caused same to be recorded in the Public Records of Manatee County, Florida, solely for the purpose of subjecting its fee simple ownership of the Committed Property to the covenants, conditions, restrictions, easements, charges, liens, terms and provisions hereof and, in doing so, has designed SMR Communities Joint Venture, a Florida general partnership as the "Declarant" hereunder. Accordingly, Schroeder-Manatee Ranch, Inc., by making this Declaration or by virtue of anything else done or not done in connection herewith or with the Total Property, the Committed Property, or the Association, does not suggest, admit, or accept any liability for any acts or omissions in such regard and all parties dealing with the Total Property or the Committed Property, the Declarant hereunder, or the Association shall look solely to SMR Communities Joint Venture, a Florida general partnership, or its successors and assigns, with respect to any liability or otherwise as a result of the performance or nonperformance of any obligations of Declarant hereunder.

ARTICLE XII. NOTICES AND DISCLAIMERS

Section 1. Disclaimers as to On-Site and Off-Site Activities.

DECLARANT AND OTHERS, WHETHER RELATED OR UNRELATED, MAY FROM TIME TO TIME CONDUCT DEVELOPMENT, CONSTRUCTION, RANCHING, FARMING,

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AGRICULTURAL, MINING, BLASTING, PLANT OPERATION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL NEIGHBORHOOD OR NON-RESIDENTIAL PROJECT, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE TOTAL PROPERTY. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES), BLASTING, KEEPING OF LIVE STOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE COMMITTED PROPERTY ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PORTIONS OF THE PARCELS OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE:

- (a) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY;
- (b) NOT TO ENTER UPON, OR ALLOW ANY PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS);
- (c) DECLARANT AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES;
- (d) ANY PURCHASE OR USE OF ANY PORTION OF THE TOTAL PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND
- (e) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE TOTAL PROPERTY.

Section 2. Disclaimers as to Water Bodies and Wildlife.

NEITHER DECLARANT, THE DISTRICT, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE TOTAL PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE

GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. 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, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE TOTAL PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE TOTAL PROPERTY 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 OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 3. Disclaimer as to Developable Acres.

The specification by the Declarant as to the number of Developable Acres in a Parcel is simply for the purpose of assigning voting rights to said Parcel. In specifying the number of Developable Acres, the Declarant is in no way warranting that the respective governmental agencies will agree with said determination or that each and every Developable Acre will be developed under applicable Governmental Regulations.

Section 4. Disclaimer of Liability of Association.

NOTWITHSTANDING ANYTHING CONTAINED IN THE DOCUMENTS, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE TOTAL PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- (a) IT IS THE EXPRESS INTENT OF THE DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE TOTAL PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE TOTAL PROPERTY AND THE VALUE THEREOF;
- (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES

THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

- c) ANY PROVISIONS OF THE DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO ITS PARCEL) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE TOTAL PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

ARTICLE XIII. GENERAL PROVISIONS

Section 1. Declaration Runs with Committed Property; Term.

The covenants, reservations, restrictions, easements, limitations, conditions, and other provisions of this Declaration shall run with and bind the Committed Property and shall inure to the benefit of Declarant and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the Members holding at least two-thirds (2/3) of the Voting Interests has been recorded agreeing to terminate (if not prohibited by other provisions of this Declaration or Governmental Regulations) this Declaration in whole or in part.

Section 2. Subordination to Declarant Financing.

Declarant and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinate to the lien, encumbrance and operation of any existing (as of the date hereof) mortgages encumbering any portion of the Total Property; and any additional replacement or subsequent mortgages obtained by Declarant for the purpose of financing the construction of improvements to take place upon any portion of the Total Property. While the provisions of this paragraph are self-operative the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of their respective interests to any such mortgages and shall do so forthwith upon request of Declarant.

Section 3. Mortgagee Protection.

The following provisions are including herein for the purpose of complying with various requirements relating to mortgage loans for Parcels/Improvements and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control:

- (a) The Association shall be required to make available to all Owners and mortgagees, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws, and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.
- (b) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material

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modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of mortgage holders.

Section 4. Declarant's Right to Amend.

In addition to any other right of amendment or modification provided for in this Declaration, Declarant shall have the absolute right until the Turnover Date, in its sole and absolute discretion and by its sole act without the joinder or consent of any Person, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Declaration and to withdraw portions of the Committed Property from the provisions of this Declaration and to amend the specific provisions of this Declaration insofar as they apply to one or more Parcels without amending those provisions with respect to any other Parcel, provided, however, that rights previously granted to any Owner will not be materially and adversely amended without the consent of such Owner by such Parcel specific amendments. The Association shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

Section 5. Other Amendments.

Except as set forth in ARTICLE XIII, Section 4 above, the process of amending or modifying this Declaration shall be as follows:

- (a) Until the Turnover Date, all amendments or modifications must be approved in writing by Declarant to be effective.
- (b) Regarding the method of determining Assessments obligations and Voting Interests of Members other than Declarant, by the vote of two-thirds (2/3) of all Voting Interests, together with the approval or ratification of a majority of the Board. There shall be no amendments regarding the Assessment obligations or Voting Interests of Declarant at any time without Declarant's prior written approval, whether before or after the Turnover Date. The aforementioned vote of the Members may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in

accordance with the By-Laws, evidenced by a certificate of the Secretary or an assistant secretary of the Association. All other amendments, including, without limitation, amendments for correction of scrivener's errors or other defects in the Documents, may be made by Declarant alone until the Turnover Date and thereafter by the Board alone without the need of the consent of the Owners.

- (c) No amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant under this Declaration or any other of the Documents without the prior specific written approval of Declarant whether before or after the Turnover Date.
- (d) No amendment to this Declaration or any other Documents shall be effective which shall affect the operation or application of any Governmental Regulation without the prior written approval of the applicable agency.
- (e) After the Turnover Date, a true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant within five (5) days of its adoption.

Section 6. Enforcement by Declarant and Others.

Declarant reserves unto itself and its designees the right and the power, to enforce the covenants, conditions, restrictions, and other provisions of this Declaration and to delegate or assign, either exclusively or nonexclusively, any or all of its rights powers, duties or privileges hereunder to the Association, a Subassociation, an Owner, or to any other designee.

In the event Declarant does not enforce the covenants, conditions, restrictions or other provisions of this Declaration, then the following parties may in the following priority enforce same as hereinafter set forth: first, the Association; second, a Subassociation; and third, an Owner. In the event a party with a lesser priority desires to enforce this Declaration, then that party must first give thirty (30) days written notice to the parties with higher priority, starting first with Declarant, that the noticing party intends to initiate enforcement upon the expiration of such thirty (30) day period, and if during such period the parties with the higher priority do not initiate enforcement procedures then the party of the lesser priority may so initiate such enforcement procedures. A party not initiating enforcement procedures shall incur no liability whatsoever for such non-enforcement.

Declarant, its designees or other party having the right to enforce this Declaration, if any, pursuant to this ARTICLE XIII, Section 6 shall have the right and the power to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person or entity violating or attempting violation of such provisions, to require specific performance of such provisions, and to enforce any lien created by this Declaration. Failure by Declarant, or the Association, or a Subassociation, or an Owner, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

The costs and attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce this Declaration, if any, pursuant to this ARTICLE XIII, Section 6, who prevails in any such enforcement action, in any action against a Person or entity to enforce any provision of this Declaration shall be a personal obligation of such Person or entity which shall be paid by such Person or entity.

Section 7. Fines.

In addition to all other remedies provided for in this Declaration, the Association shall have the right to impose a fine on an Owner or Subassociation for failure of an Owner, his family members, employees, guests, invitees, tenants and licensees, or Subassociation to comply with any provisions of this Declaration or the other Documents; provided however, the Association gives at least fifteen (15) days prior written notice to the Owner or Subassociation and the Owner or Subassociation is given an opportunity to be heard by the Board prior to levy of the fine why the fine should not be levied. The decisions of the Association shall be final. Fines shall be in such reasonable amounts as the Association shall determine. Fines shall be considered an Individual Assessment against the Owner's Parcel or the Subassociation Project Common Areas, or other common properties of such Subassociation, as appropriate. The Association shall have the right to collect fines under ARTICLE V of this Declaration.

Section 8. Severability.

If any provision of this Declaration or the other Documents is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration or the other Documents, all of which shall remain in full force and effect, and such holding shall be limited to its most narrow application.

Section 9. Dissolution.

In the event of dissolution of the Association, each Parcel shall continue to be subject to the Assessments specified in this Declaration and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of Association as the case may be for such Assessment to the extent that such Assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this ARTICLE XIII, Section 9 shall only apply with regard to the maintenance, operation, and preservation of property which has been Common Areas and continues to be so used for the common use and enjoyment of the Owners.

Section 10. Use of Names.

All persons are hereby notified that the names "Lakewood Ranch", "Lakewood Ranch Town Center", "Schroeder-Manatee Ranch" and any other names used by Declarant in connection with the Total Property or the overall development of Lakewood Ranch within which the Total Property is located, are the sole property of Declarant or the applicable affiliate thereof. Accordingly, no person acquiring title to or any interest in any portion of the Total Property shall, by virtue thereof, acquire any right to use any of such names in any manner. Declarant may, however, license or otherwise grant permission to use any of such names, but the fact the Declarant may do so, or does so, shall not change the foregoing and shall be effective only to the extent permitted by such license or other grant of permission.

Section 11. Gender and Captions.

Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of one gender shall be deemed to include the other genders. Captions are included for reference and convenience purposes only and shall not affect the interpretation or construction of this Declaration or the other Documents.

Section 12. Notices.

Notice to Declarant shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by Declarant.

Notice to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Association.

Notice to any Person of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to such Person at the address shown on the tax rolls of the County or to the address of the Person, as shown on the deed recorded in the Public Records of the County, or to the address of the Person as filed with the Secretary of the Association, or if such Person be a corporation, to its principal place of business as shown by the records of the Secretary of State of Florida or its state or incorporation.

A notice of each annual or special meeting of the Association, stating the purpose thereof, as well as the time and place where it is to be held, shall be served upon each Member not belonging to a Subassociation and the Representative of each Subassociation as shown on the records of the Association and Declarant at least twenty (20), but not more than ninety (90) days prior to such meeting. The Representative of each Subassociation shall notify the Subassociation Unit Owners of a meeting of the Association members in the manner set forth in the Subassociation Documents when such is required pursuant to the notice received by the Representative or as required pursuant to this Declaration. A notice mailed or delivered in the manner provided herein shall be considered duly served.

Section 13. Other Documents; Priority of Documents.

Declarant, the Association, any Subassociation, or other Person provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the articles of incorporation, bylaws and other constituent documents of such Person; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration or the other Documents, which Documents shall prevail in all events of conflict. In the event of any conflict among the Documents, the following documents shall control in the order stated: the Declaration or Supplemental Declaration, the Articles, the By-Laws, and the Rules.

Section 14. Approval of Association Lawsuits.

Subsequent to the Turnover Date, the Association shall be required to obtain the approval of three-fourths (3/4) of the Voting Interests at a duly called meeting of the Members at which a quorum is present prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for:

- (a) the collection of Assessments;

- (b) the collection of other charges which Members are obligated to pay pursuant to the Documents;
- (c) the enforcement of the Documents; or
- (d) in an emergency where waiting to obtain the approval of the Members would create a substantial risk of irreparable injury to the Total Property.

Section 15. Condemnation.

In the event the Association receives any award or payment arising from any taking of the Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Areas and improvements thereon to the extent deemed advisable by the Association and the remaining balance of such net proceeds, if any, shall then be held by the Association for the use of the Association.

Section 16. Construction.

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with Declarant's General Plan for Development of the Total Property and the purposes set forth herein.

Section 17. Special Rights Reserved by Declarant.

In recognition of the fact that Declarant and each Member has a continuing interest in the implementation by Declarant of its plan of development of the Total Property and in recognition of the fact that the property values of the Total Property are dependent upon the proper implementation of such plan by Declarant, Declarant hereby reserves the right, until the Turnover Date, to approve any and all actions of the Association in its sole and absolute discretion, including, but not limited to, the following:

- (a) the enforcement or non-enforcement by any Person of any of the remedies provided hereunder;
- (b) the Budget;
- (c) the Rules;
- (d) maintenance and services on the Total Property;
- (e) Special Assessments; and

(f) any Improvement of the Common Areas and changes or modifications in services being furnished to the Total Property or to the Owners.

IN WITNESS WHEREOF, Declarant and the LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC. have caused this Declaration to be executed and their corporate seals to be affixed hereto, all on the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT:

WITNESSES:

SCHROEDER-MANATEE RANCH, INC., a Delaware Corporation

Donna Markham
Printed Name Donna Markham
Candice Pierce
Printed Name Candice Pierce

By: [Signature]
Name: Rex E. Jensen
Its: Vice President
Address: 7550 Lorraine Road
Bradenton, FL 34202

(CORPORATE SEAL)

Joined By:

WITNESSES:

LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

Donna Markham
Printed Name Donna Markham
Candice Pierce
Printed Name Candice Pierce

By: [Signature]
Name: Roger H. Postlethwaite
Its: President
Address: 7550 Lorraine Road
Bradenton, FL 34202

(CORPORATE SEAL)

BK 1524 PG 6165 67 OF 132

STATE OF FLORIDA)
) SS
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 23rd day of July, 1997, by Rex E. Jensen, as Vice President for SCHROEDER-MANATEE RANCH, INC., on behalf of the corporation. He is personally known to me or has produced _____ as identification and did not take an oath.

Lorena A. Hessler
LORENA A. HESSLER
*(Print Name of Notary Public)
Notary Public - State of Florida
My commission expires June 16, 1998
Commission Number CC 383982

(NOTARIAL SEAL)
LORENA A. HESSLER
MY COMMISSION # CC383982 EXPIRES
June 16, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 23rd day of July, 1997, by Roger F. Postlethwaite, as President for LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., on behalf of the corporation. He is personally known to me or has produced _____ as identification and did not take an oath.

Lorena A. Hessler
LORENA A. HESSLER
*(Print Name of Notary Public)
Notary Public - State of Florida
My commission expires June 16, 1998
Commission Number CC 383982

(NOTARIAL SEAL)
LORENA A. HESSLER
MY COMMISSION # CC383982 EXPIRES
June 16, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

BK 1524 PG 6166 68 of 132

JOINER AND ACCEPTANCE BY DECLARANT

SMR COMMUNITIES JOINT VENTURE, a Florida general partnership, hereby joins in the making of this Declaration and accepts its designation as Declarant hereunder including, without limitation, as to the liabilities and obligations thereof as set forth in ARTICLE XI of this Declaration.

WITNESSED BY:

SMR Communities Joint Venture,
a Florida general partnership

By: Schroeder-Manatee Ranch,
Inc., a Delaware corporation,
general partner

Donna Markham
Print Name: Donna Markham

Carol Lilly
Print Name: Carol Lilly

By: [Signature]
Name: Rex E. Jensen
Title: Vice President

[CORPORATE SEAL]

By: SMR-1 Development Corpora-
tion, a Florida corporation,
general partner

By: [Signature]
Name: Roger F. Postlethwaite
Title: President

Address: 7550 Lorraine Road
Bradenton, FL 34202

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 23rd day of JULY, 1997, by Rex E. Jensen, as Vice President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, and general partner of SMR Communities Joint

BK 1524 PG 6167 69 of 132

Venture, a Florida general partnership, on behalf of the partnership. Rex E. Jensen is personally known to me or has produced _____ as identification.



LORENA A. HESSLER
MY COMMISSION # CC383982 EXPIRES
June 16, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

Lorena A. Hessler
NOTARY PUBLIC, State of Florida
Print Name: LORENA A. HESSLER
Commission No.: CC383982
Commission Exp. JUNE 16, 1998

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 23RD day of JULY, 1997, by Roger F. Postlethwaite, as President of SMR-1 Development Corporation, a Florida corporation and general partner of SMR Communities Joint Venture, a Florida general partnership, on behalf of the partnership. Roger F. Postlethwaite is personally known to me or has produced _____ as identification.



LORENA A. HESSLER
MY COMMISSION # CC383982 EXPIRES
June 16, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

Lorena A. Hessler
NOTARY PUBLIC, State of Florida
Print Name: LORENA A. HESSLER
Commission No.: CC383982
Commission Exp. JUNE 16, 1998

BK 1524 PG 6168 70 of 132

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Rex E. Jensen
Schroeder-Manatee Ranch, Inc.
7550 Lorraine Road
Bradenton, FL 34202

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
LAKEWOOD RANCH TOWN CENTER**

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List of Exhibits

Exhibit A Legal Description of the Total Property

Exhibit B Legal Description of the Committed Property

Exhibit C Copy of Articles of Incorporation of Lakewood Ranch
Town Center Owners Association, Inc.

Exhibit D Copy of By-Laws of Lakewood Ranch Town Center Owners
Association, Inc.

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EXHIBIT A TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
LAKEWOOD RANCH TOWN CENTER

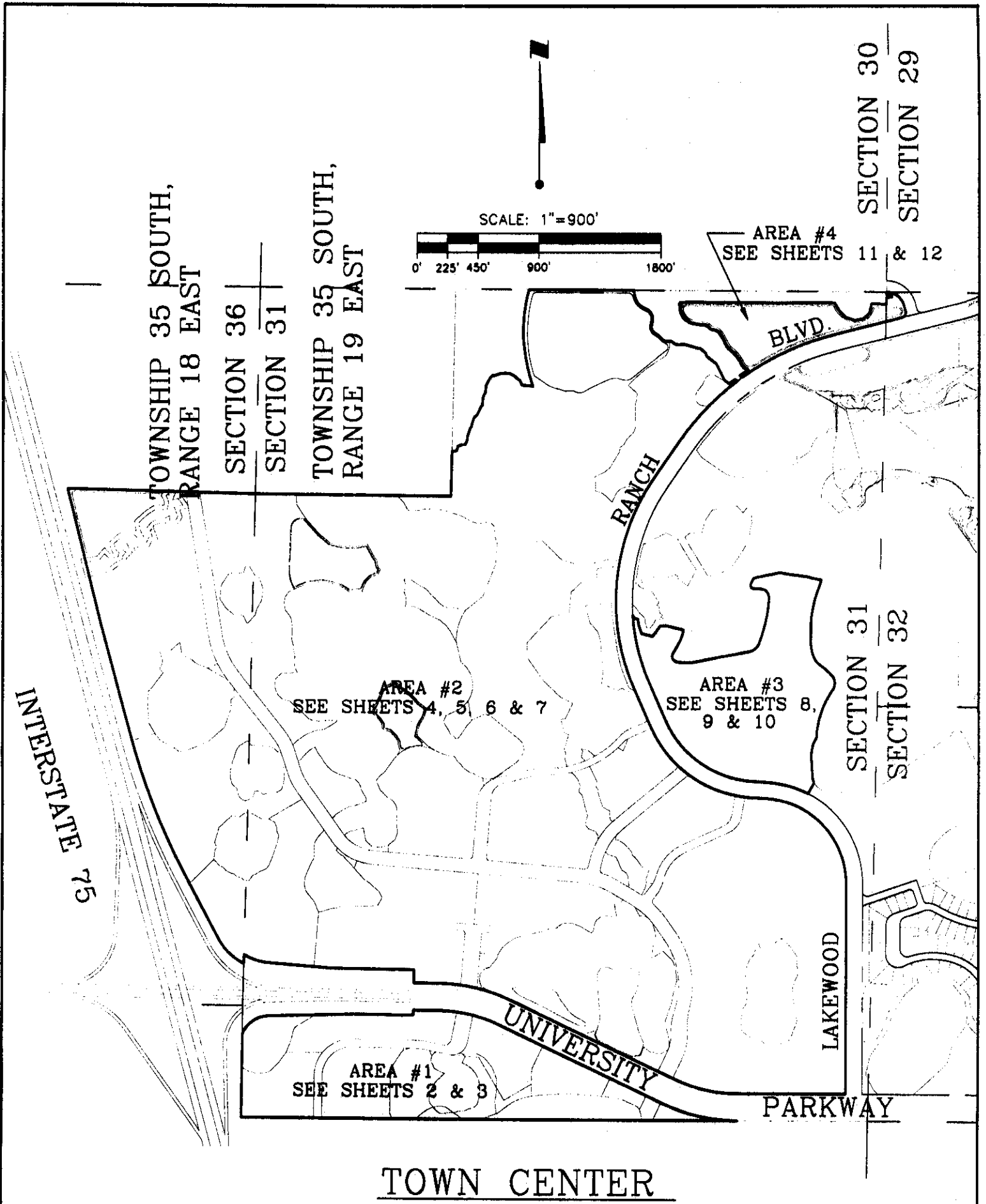
LEGAL DESCRIPTION OF
THE TOTAL PROPERTY

The legal description of the Total Property is as follows:

Area #1, Area #2, Area #3, and Area #4, all as described on the first twelve (12) sheets (exclusive of this page) attached to this Exhibit A;

LESS AND EXCEPT:

the legal description of Town Center Parkway, as described on the last three (3) sheets attached to this Exhibit A.



NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 31, BEING N.89°58'32"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Robert R. Cunningham, P.M.S.
Florida Registration No. 3924

2/4/97
Date of Signature

FOR: SMR COMMUNITIES, INC. Jan 31, D:\JWD\DE901.dwg

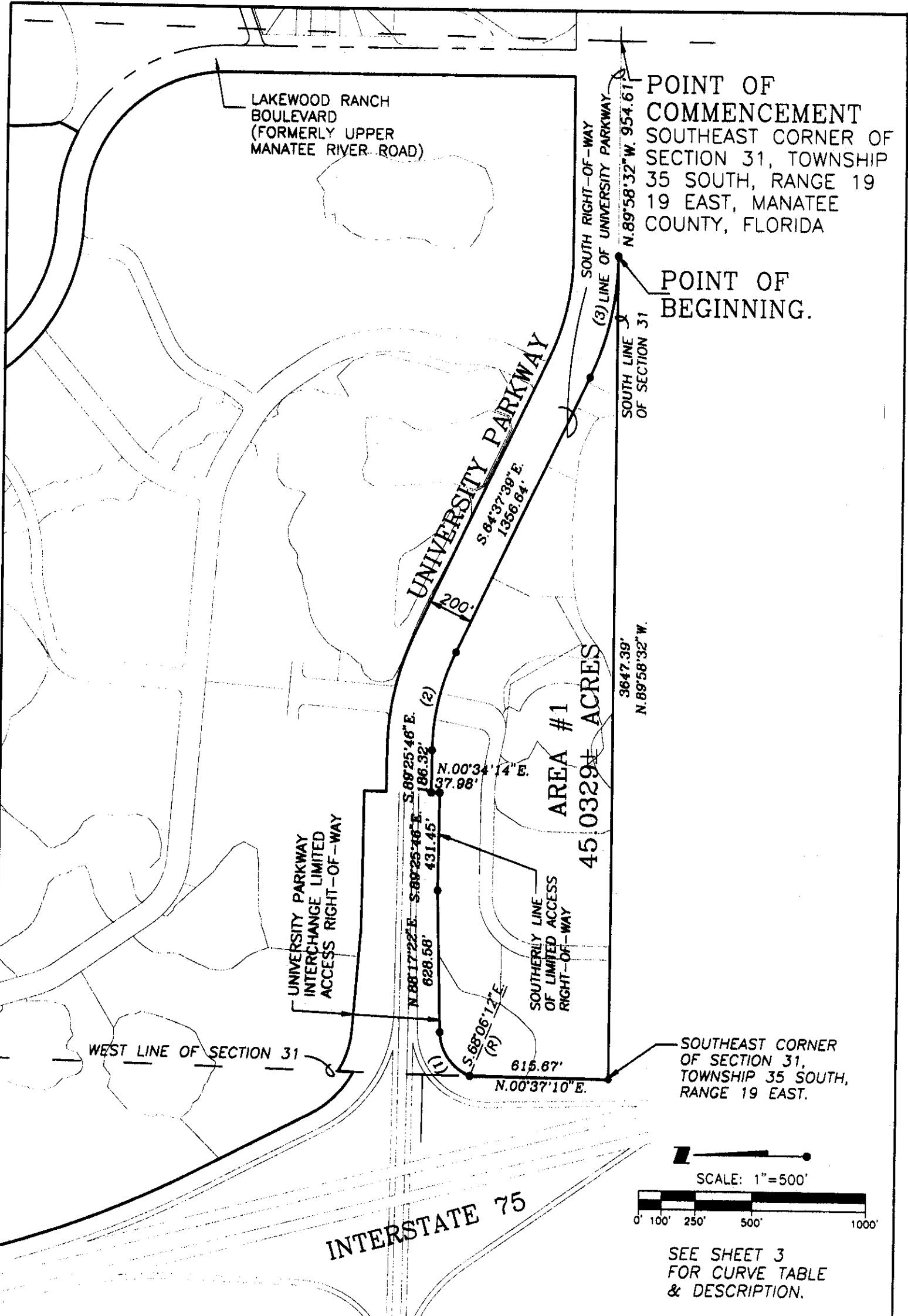
This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South McIntosh Road
Sarasota, Florida 34232
(813) 371-3800 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 2670	PROJECT NO:	SHEET 1 OF	DRAWING INDEX NO:	REV:
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POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
SECTION 31, TOWNSHIP
35 SOUTH, RANGE 19
19 EAST, MANATEE
COUNTY, FLORIDA

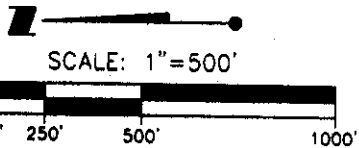
POINT OF BEGINNING.

SOUTH RIGHT-OF-WAY
LINE OF UNIVERSITY PARKWAY
N. 89° 58' 32\" W. 954.61'

3647.39'
N. 89° 58' 32\" W.

AREA #1
45.0329 ACRES

SOUTHEAST CORNER
OF SECTION 31,
TOWNSHIP 35 SOUTH,
RANGE 19 EAST.



SEE SHEET 3
FOR CURVE TABLE
& DESCRIPTION.

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN
SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND
SECTIONS 31 & 32, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South McIntosh Road
Sarasota, Florida 34232
(813) 371-3680 Fax: (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 2670E	PROJECT NO:	SHEET 2	OF	DRAWING INDEX NO:	REV:
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CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	216.00'	66°23'34"	250.29'	236.52'	N.55°05'35"E.
2	1050.00'	24°48'07"	454.52'	450.98'	S.77°01'43"E.
3	1250.00'	25°20'53"	553.01'	548.51'	N.77°18'06"W.

Description of Area #1:

A parcel of land lying in Section 31, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southeast corner of said Section 31; thence N.89°58'32"W., along the southerly line of said Section 31, a distance of 954.61 feet to the POINT OF BEGINNING; thence N.89°58'32"W., continuing along said southerly line of Section 31, a distance of 3647.39 feet to the southwest corner of said Section 31; thence N.00°37'10"E., along the west line of Section 31, a distance of 615.67 feet to a point on a curve to the right of which the radius point lies S.68°06'12"E., a radial distance of 216.00 feet; thence northeasterly along the arc of said curve through a central angle of 66°23'34", an arc length of 250.29 feet to the point of tangency of said curve being on the southerly line of University Parkway Interchange Limited Access right-of-way; (the following three [3] calls are along said southerly line of University Parkway Interchange Limited Access right-of-way); thence N.88°17'22"E., a distance of 628.58 feet; thence S.89°25'46"E., a distance of 431.45 feet; thence N.00°34'14"E., a distance of 37.98 feet to a point on the south right-of-way line of University Parkway, 200 feet wide; (the following four [4] calls are along said south right-of-way of University Parkway); thence S.89°25'46"E., a distance of 186.32 feet to the point of curvature of a curve to the right, having a radius of 1050.00 feet and a central angle of 24°48'07"; thence along the arc of said curve, an arc length of 454.52 feet to the point of tangency of said curve; thence S.64°37'39"E., a distance of 1356.64 feet to the point of curvature of a curve to the left, having a radius of 1250.00 feet and a central angle of 25°20'53"; thence along the arc of said curve, an arc length of 553.01 feet to the POINT OF BEGINNING.

Parcel contains 1,961,635 square feet or 45.0329 acres, more or less.

SEE SHEET 2
FOR SKETCH.

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] \JWD\ [REDACTED] E901.dwg

This is NOT a Survey.

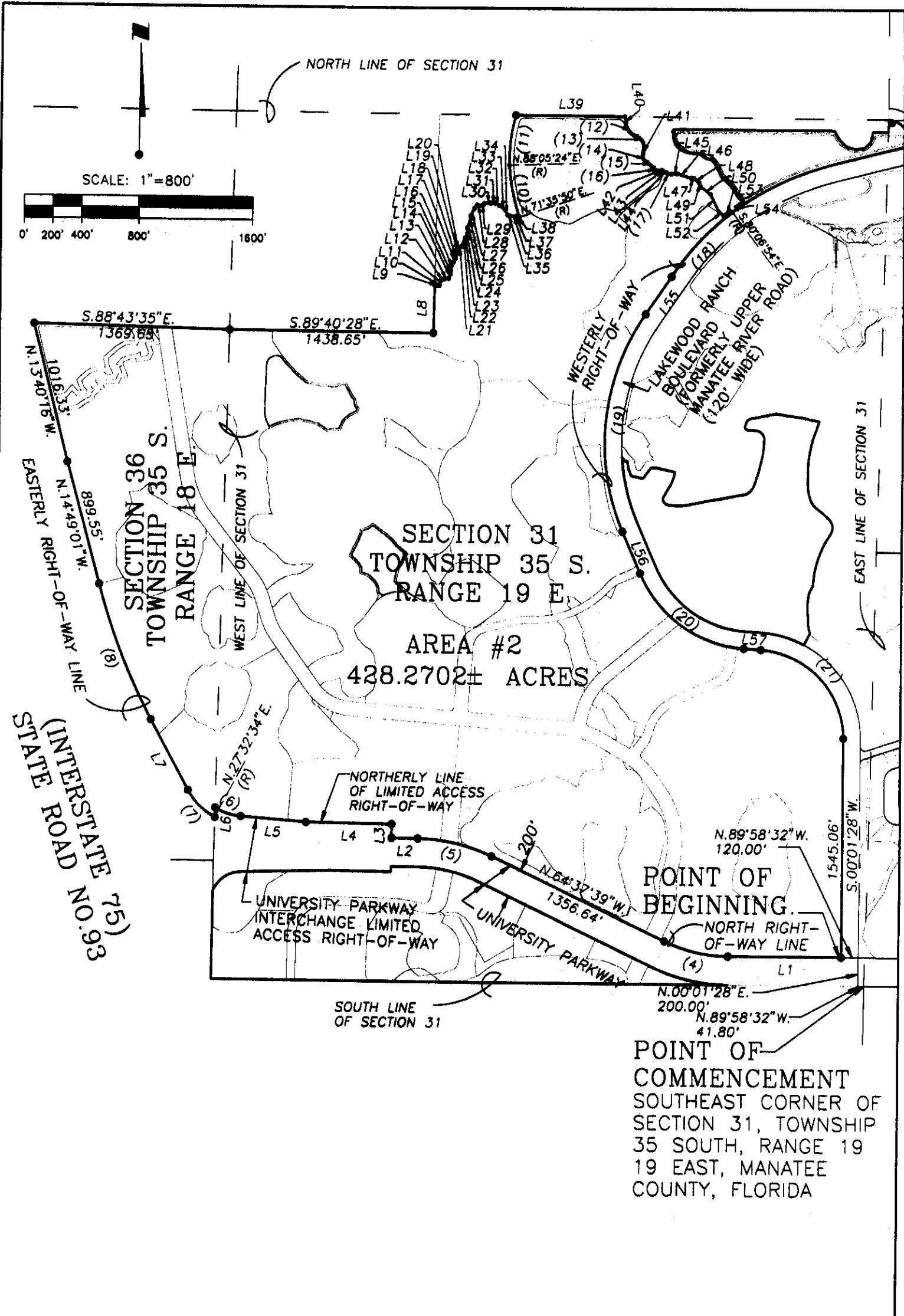
SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South McIntosh Road
Sarasota, Florida 34232
(813) 371-3880 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 2670E901	PROJECT NO: S [REDACTED]	SHEET OF [REDACTED]	DRAWING INDEX NO: [REDACTED]	REV:
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SECTION 31
TOWNSHIP 35 S.
RANGE 19 E.
AREA #2
428.2702± ACRES

POINT OF BEGINNING
NORTH RIGHT-OF-WAY LINE
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

FOR: SMR COMMUNITIES, INC. Jan 31, 2000 D:\JWD\9901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South McIntosh Road
Sarasota, Florida 34232
(813) 371-3600 Fax (813) 377-0852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHECKED BY: RRC	CAD FILE: 2670E	PROJECT NO:	SHEET OF 12	DRAWN B	REV:
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CURVE TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
4	██████████	"	464.57'	460.79'	N.77°18'10"W.
5	██████████	"	541.09'	536.88'	S.77°01'43"E.
6	██████████	'53"	191.90'	190.02'	N.71°43'59"W.
7	██████████	"	274.64'	270.42'	N.45°00'55"W.
8	██████████	"	1014.75'	1012.60'	N.21°17'31"W.
10	██████████	"	374.24'	373.22'	N.11°03'44"W.
11	██████████	"	358.00'	356.61'	N.06°50'25"E.
12	██████████	"	129.52'	123.62'	N.40°02'36"W.
13	██████████	"	117.23'	107.19'	S.28°35'07"E.
14	██████████	"	70.24'	65.28'	N.24°40'55"W.
15	██████████	"	63.18'	62.72'	S.50°20'54"E.
16	██████████	"	34.59'	34.03'	N.56°18'55"W.
17	██████████	"	35.07'	34.38'	N.74°20'11"W.
18	██████████	"	622.60'	619.98'	N.43°36'37"E.
19	██████████	"	1626.33'	1558.06'	N.05°34'18"E.
20	██████████	"	944.05'	897.36'	N.54°48'52"W.
21	██████████	"	933.71'	847.94'	S.43°07'08"E.

LINE TABLE					
Line	Bearing	Distance	Line	Bearing	Distance
L1	N.89°58'32"W.	792.77'	L30	N.83°51'52"E.	46.13'
L2	N.89°25'19"W.	186.32'	L31	S.86°52'56"E.	33.06'
L3	N.00°34'14"E.	98.00'	L32	S.60°26'01"E.	32.79'
L4	N.89°25'46"W.	606.88'	L33	S.52°19'29"E.	54.60'
L5	N.85°36'55"W.	460.53'	L34	S.23°30'31"E.	36.66'
L6	S.01°15'38"W.	68.34'	L35	S.71°25'07"E.	18.54'
L7	N.27°46'01"W.	566.48'	L36	S.87°40'22"E.	42.99'
L8	N.01°15'38"E.	332.93'	L37	S.88°53'02"E.	8.27'
L9	S.88°44'22"E.	24.30'	L38	S.65°37'53"E.	15.86'
L10	N.63°05'58"E.	12.48'	L39	S.89°40'22"E.	771.99'
L11	N.13°23'49"E.	30.23'	L40	S.09°53'06"E.	43.45'
L12	N.64°43'37"E.	26.06'	L41	S.13°01'52"W.	30.59'
L13	N.82°16'58"E.	32.86'	L42	N.84°55'01"E.	29.47'
L14	N.23°54'39"E.	32.75'	L43	S.83°22'07"E.	10.38'
L15	N.00°20'31"E.	23.42'	L44	S.54°35'27"E.	27.11'
L16	N.18°21'50"E.	61.45'	L45	N.85°55'04"E.	40.61'
L17	N.28°01'23"E.	27.57'	L46	S.73°12'04"E.	104.70'
L18	N.11°53'35"E.	27.99'	L47	S.86°39'10"E.	18.01'
L19	N.19°35'29"E.	40.07'	L48	S.51°04'38"E.	48.98'
L20	N.50°43'53"E.	30.13'	L49	S.20°35'59"E.	31.10'
L21	N.24°26'07"E.	62.26'	L50	S.53°07'12"E.	89.02'
L22	N.47°11'22"E.	13.14'	L51	S.25°24'10"E.	137.85'
L23	N.05°23'17"E.	63.91'	L52	S.54°36'00"E.	40.90'
L24	N.26°15'48"E.	39.83'	L53	N.51°14'29"E.	51.69'
L25	N.05°30'54"E.	48.82'	L54	S.66°54'08"E.	23.36'
L26	N.26°59'23"E.	60.24'	L55	S.34°30'37"W.	319.17'
L27	N.43°26'31"E.	29.88'	L56	S.23°22'00"E.	320.00'
L28	S.81°16'11"E.	16.50'	L57	S.86°15'43"E.	120.00'
L29	N.67°46'03"E.	36.51'			

FOR: SMR COMMUNITIES, INC. Jan 31, ██████████ D:\JWD\██████████E901.dwg This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.
 ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
 LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
 133 South McIntosh Road
 Sarasota, Florida 34232
 (813) 371-3880 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E901	PROJECT NO: ██████████	SHEET OF 12	DRAWING INDEX NO: B 2670-300-001*	REV:
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Description of Area #2:

A parcel of land lying in Section 31, Township 35 South, Range 19 East and Section 36, Township 35 South, Range 18 East, Manatee County, Florida and described as follows:

Commence at the southeast corner of said Section 31; thence N.89°58'32"W., along the south line of said Section 31, a distance of 41.80 feet; thence N.00°01'28"E., a distance of 200.00 feet to the intersection of the north right-of-way line of University Parkway (a 200-foot wide Public Road) and the east right-of-way line of Lakewood Ranch Boulevard (a 120-foot wide Public Road); thence N.89°58'32"W., a distance of 120.00 feet to the intersection of the west right-of-way line of said Lakewood Ranch Boulevard and the said north line of University Parkway for a POINT OF BEGINNING; (the following nine [9] calls are along said north right-of-way line of University Parkway and University Parkway Interchange Limited Access right-of-way; thence N.89°58'32"W., a distance of 792.77 feet to the point of curvature of a curve to the right, having a radius of 1050.19 feet and a central angle of 25°20'44"; thence along the arc of said curve, an arc length of 464.57 feet to the point of tangency of said curve; thence N.64°37'39"W., a distance of 1356.64 feet to the point of curvature of a curve to the left, having a radius of 1250.00 feet and a central angle of 24°48'07"; thence along the arc of said curve, an arc length of 541.09 feet to the end of said curve; thence N.89°25'19"W., a distance of 186.32 feet; thence N.00°34'14"E., a distance of 98.00 feet; thence N.89°25'46"W., a distance of 606.88 feet; thence N.85°36'55"W., a distance of 460.53 feet to the point of curvature of a curve to the right, having a radius of 396.00 feet and a central angle of 27°45'53"; thence along the arc of said curve, an arc length of 191.90 feet to the end of said curve and a point on the west line said Section 31; thence S.01°15'38"W., along said west line of Section 31, a distance of 68.34 feet to a point on a curve to the right of which the radius point lies N.27°32'34"E., a radial distance of 451.09 feet, said point also being on the easterly right-of-way line of State Road No.93 (Interstate 75)(the following five [5] calls are along said easterly right-of-way of State Road No.93); thence northwesterly along the arc of said curve through a central angle of 34°53'02", an arc length of 274.64 feet to the end of said curve; thence N.27°46'01"W., a distance of 566.48 feet to a point on a curve to the right of which the radius point lies N.62°14'29"E., a radial distance of 4495.34 feet; thence along the arc of said curve through a central angle of 12°56'01", an arc length of 1014.75 feet to the end of said curve; thence N.14°49'01"W., a distance of 899.55 feet; thence N.13°40'16"W., a distance of 1016.33 feet; thence S.88°43'35"E., a distance of 1369.65 feet to a point on the aforementioned west line of Section 31; thence S.89°40'28"E., a distance of 1438.65 feet; thence N.01°15'38"E., a distance of 332.93 feet; thence S.88°44'22"E., a distance of 24.30 feet; thence N.63°05'58"E., a distance of 12.48 feet; thence N.13°23'49"E., a distance of 30.23 feet; thence N.64°43'37"E., a distance of 26.06 feet; thence N.82°16'58"E., a distance of 32.86 feet; thence N.23°54'39"E., a distance of 32.75 feet; thence N.00°20'31"E., a distance of 23.42 feet; thence N.18°21'50"E., a distance of 61.45 feet; thence N.28°01'23"E., a distance of 27.57 feet; thence N.11°53'35"E., a distance of 27.99 feet; thence N.19°35'29"E., a distance of 40.07 feet; thence N.50°43'53"E., a distance of 30.13 feet; thence N.24°26'07"E., a distance of 62.26 feet; thence N.47°11'22"E., a distance of 13.14 feet; thence N.05°23'17"E., a distance of 63.91 feet; thence N.26°15'48"E., a distance of 39.83 feet; thence N.05°30'54"E., a distance of 48.82 feet; thence N.26°59'23"E., a distance of 60.24 feet; thence N.43°26'31"E., a distance of 29.88 feet; thence S.81°16'11"E., a distance of 16.50 feet; thence N.67°46'03"E., a distance of 36.51 feet; thence N.83°51'52"E., a distance of 46.13 feet; thence S.86°52'56"E., a distance of 33.06 feet; thence S.60°26'01"E., a distance of 32.79 feet; thence S.52°19'29"E., a distance of 54.60 feet; thence S.23°30'31"E., a distance of 36.66 feet; thence S.71°25'07"E., a distance of 18.54 feet; thence S.87°40'22"E., a distance of 42.99 feet; thence S.88°53'02"E., a distance of 8.27 feet; thence S.65°37'53"E., a distance of 15.86 feet to a point on a

SEE SHEET 4 FOR DESCRIPTION.
SEE SHEET 5 FOR TABLES.

FOR: SMR COMMUNITIES, INC. Jan 31, D:\JWD\ E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.

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133 South McIntosh Road
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(813) 371-3600 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKED BY: RRC	CAO FILE: 2670E	PROJECT NO:	SHEET OF 12	DRAWING INDEX NO: B	REV:
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Description of Area #2 (CONTINUED):

curve to the right of which the radius point lies N.71°35'50"E., a radial distance of 1461.03 feet; thence northerly along the arc of said curve through a central angle of 14°40'35", an arc length of 374.24 feet to a point on a curve to the right of which the radius point lies N.88°05'24"E., a radial distance of 1172.06 feet; thence northerly along the arc of said curve through a central angle of 17°30'02", an arc length of 358.00 feet to a point on the north line of aforementioned Section 31; thence S.89°40'22"E., along said north line of Section 31, a distance of 771.99 feet; thence S.09°53'06"E., a distance of 43.45 feet to the point of curvature of a curve having a radius of 123.03 feet and a central angle of 60°19'00"; thence along the arc of said curve, an arc length of 129.52 feet to the point of reverse curvature of a curve to the right, having a radius of 80.70 feet and a central angle of 83°13'58"; thence along the arc of said curve, an arc length of 117.23 feet to the point of tangency of said curve; thence S.13°01'52"W., a distance of 30.59 feet to the point of curvature of a curve to the left, having a radius of 53.36 feet and a central angle of 75°25'35"; thence along the arc of said curve, an arc length of 70.24 feet to the point of reverse curvature of a curve to the right, having a radius of 150.26 feet and a central angle of 24°05'36"; thence along the arc of said curve, an arc length of 63.18 feet to the point of reverse curvature of a curve to the left, having a radius of 55.02 feet and a central angle of 36°01'36"; thence along the arc of said curve, an arc length of 34.59 feet to the end of said curve; thence N.84°55'01"E., a distance of 29.47 feet; thence S.83°22'07"E., a distance of 10.38 feet; thence S.54°35'27"E., a distance of 27.11 feet to the point of curvature of a curve to the left, having a radius of 50.89 feet and a central angle of 39°29'30"; thence along the arc of said curve, an arc length of 35.07 feet to the point of tangency of said curve; thence N.85°55'04"E., a distance of 40.61 feet; thence S.73°12'04"E., a distance of 104.70 feet; thence S.86°39'10"E., a distance of 18.01 feet; thence S.51°04'38"E., a distance of 48.98 feet; thence S.20°35'59"E., a distance of 31.10 feet; thence S.53°07'12"E., a distance of 89.02 feet; thence S.25°24'10"E., a distance of 137.85 feet; thence S.54°36'00"E., a distance of 40.90 feet; thence N.51°14'29"E., a distance of 51.69 feet; thence S.66°54'08"E., a distance of 23.36 feet to a point on a curve to the left of which the radius point lies S.80°06'54"E., a radial distance of 1960.00 feet, said point also being on the above mentioned westerly right-of-way line of Lakewood Ranch Boulevard; (the following eight [8] calls are along said westerly right-of-way line of Lakewood Ranch Boulevard); thence southwesterly along the arc of said curve through a central angle of 18°12'01", an arc length of 622.60 feet to the point of tangency of said curve; thence S.34°30'37"W., a distance of 319.17 feet to the point of curvature of a curve to the left, having a radius of 1610.00 feet and a central angle of 57°52'37"; thence along the arc of said curve, an arc length of 1626.33 feet to the point of tangency of said curve; thence S.23°22'00"E., a distance of 320.00 feet to the point of curvature of a curve to the left, having a radius of 860.00 feet and a central angle of 62°53'43"; thence along the arc of said curve, an arc length of 944.05 feet to the point of tangency of said curve; thence S.86°15'43"E., a distance of 120.00 feet to the point of curvature of a curve to the right, having a radius of 620.00 feet and a central angle of 86°17'11"; thence along the arc of said curve, an arc length of 933.71 feet to the point of tangency of said curve; thence S.00°01'28"W., a distance of 1545.06 feet to the POINT OF BEGINNING.

Parcel contains 18,655,450 square feet or 428.2702 acres, more or less.

SEE SHEET 4 FOR DESCRIPTION.
SEE SHEET 5 FOR TABLES.

FOR: SMR COMMUNITIES, INC. Feb 05, [REDACTED] \JW [REDACTED] E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



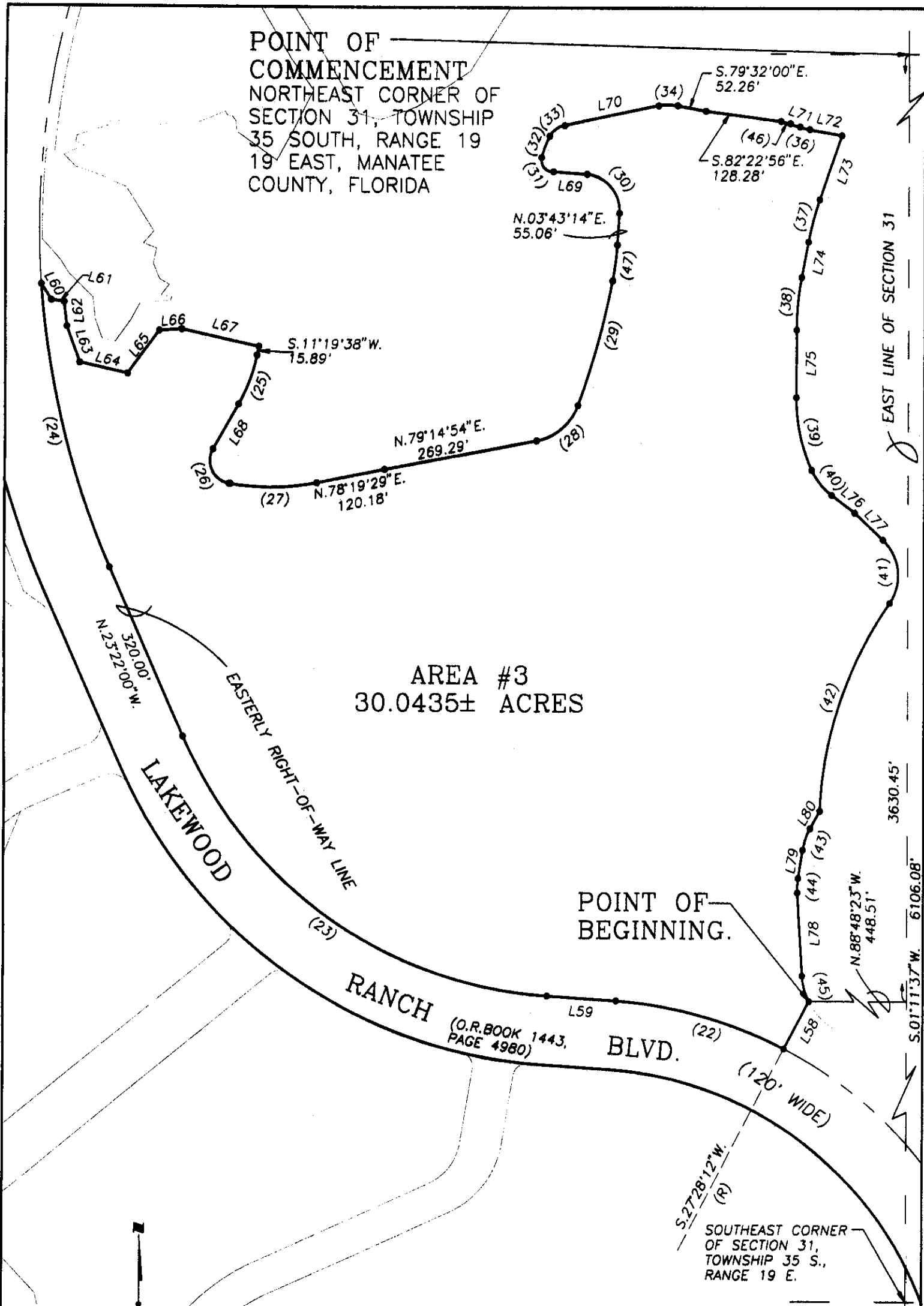
WILSON, MILLER, BARTON & PEEK, INC.

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WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E [REDACTED]	PROJECT NO: [REDACTED]	SHEET OF [REDACTED]	DRAWING INDEX NO: [REDACTED]	REV:
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POINT OF COMMENCEMENT
 NORTHEAST CORNER OF
 SECTION 31, TOWNSHIP
 35 SOUTH, RANGE 19
 19 EAST, MANATEE
 COUNTY, FLORIDA

AREA #3
 30.0435± ACRES



SEE SHEET 9 FOR TABLES & DESCRIPTION.

This is NOT a Survey.

FOR: SMR COMMUNITIES, INC. Jan 31, 1997 - 11:04:17 D:\JWD\2670\300\2670E901.dwg

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN
 SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND
 SECTIONS 31 & 32, TOWNSHIP 35 SOUTH,
 RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.

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WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHECKED BY: RRC	CAD FILE: 2670	PROJECT NO:	SHEET B of 12	DRAWING INDEX NO: B	REV:
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CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
22	740.00'	23°43'55"	306.51'	304.32'	S.74°23'46"E.
23	740.00'	62°53'43"	812.32'	772.14'	N.54°48'51"W.
24	1490.00'	19°29'24"	506.85'	504.41'	N.13°37'18"W.
25	285.00'	18°16'37"	90.91'	90.53'	S.20°27'56"W.
26	40.00'	109°37'48"	76.54'	65.38'	N.25°12'40"W.
27	404.41'	21°38'58"	152.81'	151.90'	S.89°08'58"W.
28	95.00'	59°11'29"	98.14'	93.84'	N.49°39'10"E.
29	1392.86'	9°15'17"	224.98'	224.74'	N.15°25'47"E.
30	62.75'	90°03'56"	98.64'	88.79'	S.41°18'44"E.
31	20.00'	99°55'11"	34.88'	30.62'	N.36°23'06"W.
32	165.00'	13°40'00"	39.36'	39.26'	N.20°24'30"E.
33	35.00'	50°52'29"	31.08'	30.07'	N.52°40'44"E.
34	85.00'	22°21'02"	33.16'	32.95'	N.89°17'29"E.
36	115.00'	08°32'39"	17.15'	17.13'	N.75°27'59"W.
37	515.00'	08°25'13"	75.68'	75.62'	N.14°40'26"E.
38	515.00'	10°16'33"	92.36'	92.24'	N.05°19'34"E.
39	295.00'	24°51'31"	127.99'	126.99'	N.12°14'29"W.
40	115.00'	27°42'41"	55.62'	55.08'	N.38°31'35"W.
41	85.00'	80°37'28"	119.61'	109.98'	S.06°08'10"E.
42	695.00'	31°49'38"	386.07'	381.12'	N.18°15'45"E.
43	115.00'	19°35'34"	39.33'	39.13'	N.18°55'08"E.
44	115.00'	12°40'01"	25.42'	25.37'	N.02°47'21"E.
45	115.00'	22°53'18"	45.94'	45.64'	N.14°59'19"W.
46	85.00'	11°11'17"	16.60'	16.57'	S.76°47'18"E.
47	515.00'	07°04'55"	63.65'	63.61'	S.07°15'42"W.

LINE TABLE

Line	Bearing	Distance	Line	Bearing	Distance
L58	S.27°28'12"W.	92.92'	L70	N.78°06'58"E.	167.09'
L59	N.86°15'43"W.	120.00'	L71	S.71°11'40"E.	17.54'
L60	S.31°35'00"E.	32.47'	L72	S.79°44'19"E.	58.18'
L61	S.81°33'45"E.	22.37'	L73	S.18°53'03"W.	116.07'
L62	S.06°26'06"E.	42.77'	L74	S.10°27'50"W.	63.05'
L63	S.19°16'05"E.	67.27'	L75	S.00°11'17"W.	117.53'
L64	S.77°18'35"E.	84.32'	L76	S.52°22'55"E.	50.21'
L65	N.35°44'56"E.	93.09'	L77	S.46°26'53"E.	67.48'
L66	N.85°54'29"E.	38.83'	L78	S.03°32'39"E.	144.38'
L67	S.77°28'59"E.	136.53'	L79	S.09°07'21"W.	49.37'
L68	S.29°36'15"W.	88.85'	L80	S.28°42'55"W.	34.13'
L69	N.86°20'41"W.	58.76'			

Description of Area #3:

A tract of land, lying in Section 31, Township 35 South, Range 19 East, Manatee County, Florida being more particularly described as follows:

COMMENCE at the northeast corner of said Section 31, Township 35 South, Range 19 East, Manatee County, Florida; thence S.01°11'37"W., along the east line of said Section 31, (the southeast corner of said Section 31 being marked by a 4" concrete monument labeled "LB 2241", which bears S.00°11'37"W., a distance of 6106.08 feet from the POINT OF COMMENCEMENT) a distance of 3630.45 feet; thence N.88°48'23"W., a distance of 448.51 feet to the POINT OF BEGINNING; thence S.27°28'12"W., a distance of 92.92 feet to a point on a curve to the left, of which the radius point lies S.27°28'12"W., a radial distance of 740.00 feet, said point being a point on the easterly right-of-way of Lakewood Ranch Boulevard (120 feet wide), as recorded in Official Record Book 1443, Page 4980 of the Public Records of Manatee County, Florida; (the following five [5] calls are along the easterly right-of-way of said Lakewood Ranch Boulevard); thence along the arc, in a northwesterly direction, passing through a central angle of 23°43'55", an arc length of 306.51 feet to the point of tangency of said curve; thence N.86°15'43"W., a distance of 120.00 feet to the point of curvature of a curve to the right, having a radius of 740.00 feet, and a central angle of 62°53'43"; thence along the arc of said curve, an arc length of 812.32 feet to the point of tangency of said curve; thence N.23°22'00"W., a distance of 320.00 feet to the point of curvature of a curve to the

SEE SHEET 8 FOR SKETCH.

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] D:\JWD\ [REDACTED] E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



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WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 26708	PROJECT NO: [REDACTED]	SHEET 9 OF [REDACTED]	DRAWING INDEX NO: [REDACTED]	REV:
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Description of Area #3 (CONTINUED):

right, having a radius of 1490.00 feet, and a central angle of 19°29'24"; thence along the arc of said curve, an arc length of 506.85 feet to the end of said curve; thence S.31°35'00"E., a distance of 32.47 feet; thence S.81°33'45"E., a distance of 22.37 feet; thence S.06°26'06"E., a distance of 42.77 feet; thence S.19°16'05"E., a distance of 67.27 feet; thence S.77°18'35"E., a distance of 84.32 feet; thence N.35°44'56"E., a distance of 93.09 feet; thence N.85°54'29"E., a distance of 38.83 feet; thence S.77°28'59"E., a distance of 136.53 feet; thence S.11°19'38"W., a distance of 15.89 feet to the point of curvature of a curve to the right, having a radius of 285.00 feet, and a central angle of 18°16'37"; thence along the arc of said curve, an arc length of 90.91 feet to the point of tangency of said curve; thence S.29°36'15"W., a distance of 88.85 feet to the point of curvature of a curve to the left, having a radius of 40.00 feet, and central angle of 109°37'48"; thence along the arc of said curve, an arc length of 76.54 feet to the point of compound curvature of a curve to the left, having a radius of 404.41 feet, and a central angle of 21°38'58"; thence along the arc of said curve, an arc length of 152.81 feet to the point of tangency of said curve; thence N.78°19'29"E., a distance of 120.18 feet; thence N.79°14'54"E., a distance of 269.29 feet to the point of curvature of a curve to the left, having a radius of 95.00 feet, and a central angle of 59°11'29"; thence along the arc of said curve, an arc length of 98.14 feet to the point of compound curvature of a curve to the left, having a radius of 1392.86 feet, and a central angle of 09°15'17"; thence along the arc of said curve, an arc length of 224.98 feet to the point of compound curvature of a curve to the left, having a radius of 515.00 feet, and a central angle of 07°04'55"; thence along the arc of said curve, an arc length of 63.65 feet to the point of tangency of said curve; thence N.03°43'14"E., a distance of 55.06 feet to the point of curvature of a curve to the left, having a radius of 62.75 feet, and a central angle of 90°03'56"; thence along the arc of said curve, an arc length of 98.64 feet to the point of tangency of said curve; thence N.86°20'41"W., a distance of 58.76 feet to the point of curvature of a curve to the right, having a radius of 20.00 feet, and a central angle of 99°55'11"; thence along the arc of said curve, an arc length of 34.88 feet to the point of compound curvature of a curve to the right, having a radius of 165.00 feet, and a central angle of 13°40'00"; thence along the arc of said curve, an arc length of 39.36 feet to the point of compound curvature of a curve to the right, having a radius of 35.00 feet, and a central angle of 50°52'29"; thence along the arc of said curve, an arc length of 31.08 feet to the point of tangency of said curve; thence N.78°06'58"E., a distance of 167.09 feet to the point of curvature of a curve to the right, having a radius of 85.00 feet, and a central angle of 22°21'02"; thence along the arc of said curve, an arc length of 33.16 feet to the point of tangency of said curve; thence S.79°32'00"E., a distance of 52.26 feet; thence S.82°22'56"E., a distance of 128.28 feet to the point of curvature of a curve to the right, having a radius of 85.00 feet, and a central angle of 11°11'17"; thence along the arc of said curve, an arc length of 16.60 feet to the point of tangency of said curve; thence S.71°11'40"E., a distance of 17.54 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 08°32'39"; thence along the arc of said curve, an arc length of 17.15 feet to the point of tangency of said curve; thence S.79°44'19"E., a distance of 58.18 feet; thence S.18°53'03"W., a distance of 116.07 feet to the point of curvature of a curve to the left, having a radius of 515.00 feet, and a central angle of 08°25'13"; thence along the arc of said curve, an arc length of 75.68 feet to the point of tangency of said curve; thence S.10°27'50"W., a distance of 63.05 feet to the point of curvature of a curve to the left, having a radius of 515.00 feet, and a central angle of 10°16'33"; thence along the arc of said curve, an arc length of 92.36 feet to the point of tangency of said curve; thence S.00°11'17"W., a distance of 117.53 feet to the point of curvature of a curve to the left, having a radius of 295.00 feet, and a central angle of 24°51'31"; thence along the arc of said curve, an arc length of 127.99 feet to the point of compound curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 27°42'41"; thence along the arc of said curve, an arc length of 55.62 feet to the point of tangency of said curve; thence S.52°22'55"E., a distance of 50.21 feet; thence S.46°26'53"E., a distance of 67.48 feet to the point of curvature of a curve to the right, having a radius of 85.00 feet, and a central angle of 80°37'28"; thence along the arc of said curve, an arc length of 119.61 feet to the point of reverse curvature of a curve to the left, having a radius of 695.00 feet, and a central angle of 31°49'38"; thence along the arc of said curve, an arc length of 386.07 feet to the end of said curve; thence S.28°42'55"W., a distance of 34.13 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 19°35'34"; thence along the arc of said curve, an arc length of 39.33 feet to the point of tangency of said curve; thence S.09°07'21"W., a distance of 49.37 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 12°40'01"; thence along the arc of said curve, an arc length of 25.42 feet to the point of tangency of said curve; thence S.03°32'39"E., a distance of 144.38 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 22°53'18"; thence along the arc of said curve, an arc length of 45.94 feet to the POINT OF BEGINNING.

Parcel contains 1,308,697 square feet or 30.0435 acres, more or less.

SEE SHEET 8 FOR SKETCH.
SEE SHEET 9 FOR TABLES.

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] D:\JWD\ [REDACTED] E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
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(813) 371-3800 Fax: (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 2670E901	PROJECT NO: S [REDACTED]	SHEET [REDACTED] OF 12	DRAWING INDEX NO: B [REDACTED]	REV:
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SECTION 29

SECTION 32

RIVER CLUB
SOUTH ACCESS
ROAD

LAKELWOOD RANCH BLVD.
NORTHERLY RIGHT-OF-WAY
S.75°29'29"W. 523.35'

WEST LINE OF
SECTION 29

S.01°11'37"W. 6106.08'

POINT OF
BEGINNING
NORTHEAST CORNER OF
SECTION 31, TOWNSHIP
35 SOUTH, RANGE
19 EAST, MANATEE
COUNTY, FLORIDA

SOUTHEAST CORNER
OF SECTION 31,
TOWNSHIP 35 S.,
RANGE 19 E.,
MANATEE COUNTY,
FLORIDA.
(4" x 4" CONCRETE
MONUMENT FOUND
"LB#2241")

SECTION 30

SECTION 31

LINE TABLE

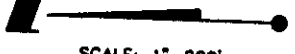
AREA #4
9.7167± ACRES

Line	Bearing	Distance
L81	S.14°30'33"E.	49.41'
L82	N.84°03'43"W.	14.22'
L83	N.71°01'53"W.	13.64'
L84	N.55°21'58"E.	78.72'
L85	S.89°06'40"W.	18.99'
L86	N.27°28'33"E.	20.28'
L87	N.87°53'11"E.	49.69'
L88	N.89°49'47"E.	33.52'
L89	S.78°25'55"E.	20.63'
L90	S.22°30'41"E.	12.72'
L91	S.30°32'38"E.	57.37'
L92	S.43°36'56"E.	58.20'
L93	S.71°11'09"E.	72.42'
L94	N.78°38'12"E.	64.55'
L95	N.45°38'36"E.	60.56'
L96	N.11°56'02"E.	61.32'
L97	N.11°05'33"E.	10.46'
L98	S.87°53'42"E.	18.74'
L99	N.86°26'27"E.	9.48'
L100	N.01°11'37"E.	50.17'
L101	N.86°26'27"E.	39.25'
L102	N.01°18'30"W.	18.74'
L103	N.88°48'33"W.	38.30'
L104	N.01°11'37"E.	17.11'

NORTH LINE OF SECTION 31

(120' WIDE PUBLIC)

N.06°19'47"E.
(R)



SCALE: 1"=200'

SEE SHEET 12
FOR CURVE TABLE & DESCRIPTION.

This is NOT a Survey.

OR: SMR COMMUNITIES, INC. Jan 31, 1997 - 11:04:17 D:\JWD\2670\300\2670E901.dwg
SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN
SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND
SECTIONS 31 & 32, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

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ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E901	PROJECT NO: [REDACTED]	SHEET OF 12	DRAWING INDEX NO: 8 [REDACTED]	REV:
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SEE SHEET 11
FOR SKETCH AND LINE TABLE.

NO.	RADIUS	CURVE TABLE		CHORD	CHORD BEARING
		DELTA	ARC		
47	133.00'	75°00'41"	174.12'	161.95'	S.52°00'55"E.
48	1959.90'	21°13'01"	725.76'	721.62'	N.64°52'58"E.
49	65.00'	58°27'20"	66.32'	63.48'	N.54°26'33"W.
50	296.91'	27°38'40"	143.25'	141.87'	S.39°02'13"E.
51	93.31'	31°46'14"	51.74'	51.08'	N.36°58'26"W.
52	338.71'	15°54'25"	94.03'	93.73'	S.29°02'31"E.
53	56.87'	45°23'48"	45.06'	43.89'	S.59°41'37"E.
54	68.71'	39°30'20"	47.38'	46.44'	N.62°38'21"W.
55	43.94'	44°52'52"	34.42'	33.54'	S.65°19'37"E.
56	378.99'	13°39'15"	90.32'	90.10'	N.80°56'26"W.
57	122.15'	67°37'38"	144.17'	135.95'	N.40°18'00"W.
58	45.00'	48°19'49"	37.96'	36.84'	N.17°40'43"E.

Description of Area #4:

A parcel of land lying in Sections 31 and 32, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

BEGIN at the southwest corner of said Section 29; (the southeast corner of said Section 31 being marked by a 4" concrete monument labeled "LB 2241", which bears S.00°11'37"W., a distance of 6106.08 feet for the POINT OF BEGINNING), said point also being a point on a curve to the right of which the radius point lies S.00°28'45"W., a radial distance of 133.00 feet; thence along the arc in a southeasterly direction, passing through a central angle of 75°00'41", an arc length of 174.12 feet to the point of tangency of said curve; thence S.14°30'33"E., a distance of 49.41 feet to the point of curvature of a curve to the right, having a radius of 35.00 feet and a central angle of 90°00'00"; thence along the arc, an arc distance of 54.98 feet to a point on the northerly right-of-way line of Lakewood Ranch Boulevard (formerly Upper Manatee River Road, a 120-foot wide public right-of-way); (the following two [2] calls are along said northerly right-of-way line of Lakewood Ranch Boulevard); thence S.75°29'27"W., a distance of 523.35 feet to the point of curvature of a curve to the left, having a radius of 1960.00 feet and a central angle of 21°12'57"; thence along the arc of said curve, an arc length of 725.76 feet to the end of said curve; thence N.84°03'43"W., a distance of 14.22 feet; thence N.71°01'53"W., a distance of 13.64 feet; thence N.55°21'58"E., a distance of 78.72 feet to a point on a curve to the right, of which the radius point lies N.06°19'47"E., a radial distance of 65.00 feet; thence northwesterly along the arc of said curve through a central angle of 58°27'21", an arc length of 66.32 feet to the point of reverse curvature of a curve to the left, having a radius of 296.91 feet and a central angle of 27°38'41"; thence along the arc of said curve, an arc length of 143.25 feet to the point of reverse curvature of a curve to the right, having a radius of 93.31 feet and a central angle of 31°46'15"; thence along the arc of said curve, an arc length of 51.74 feet to the point of reverse curvature of a curve to the left, having a radius of 338.71 feet and a central angle of 15°54'25"; thence along the arc of said curve, an arc length of 94.03 feet to the point of compound curvature of a curve to the left, having a radius of 56.87 feet and a central angle of 45°23'48"; thence along the arc of said curve, an arc length of 45.06 feet to the point of reverse curvature of a curve to the right, having a radius of 68.71 feet and a central angle of 39°30'20"; thence along the arc of said curve, an arc length of 47.38 feet to the point of reverse curvature of a curve to the left, having a radius of 43.94 feet and a central angle of 44°52'53"; thence along the arc of said curve, an arc length of 34.42 feet to the point of reverse curvature of a curve to the right, having a radius of 378.99 feet and a central angle of 13°39'15"; thence along the arc of said curve, an arc length of 90.32 feet to the point of compound curvature of a curve to the right, having a radius of 122.15 feet and a central angle of 67°37'38"; thence along the arc of said curve, an arc length of 144.17 feet to the point of compound curvature of a curve to the right, having a radius of 45.00 feet and a central angle of 48°19'48"; thence along the arc of said curve, an arc length of 37.96 feet to the end of said curve; thence S.89°06'40"W., a distance of 18.99 feet; thence N.27°28'33"E., a distance of 20.28 feet; thence N.87°53'11"E., a distance of 49.69 feet; thence S.89°43'00"E., a distance of 197.15 feet; thence S.89°43'23"E., a distance of 221.23 feet; thence S.89°14'27"E., a distance of 197.26 feet; thence N.89°51'11"E., a distance of 222.96 feet; thence N.89°54'44"E., a distance of 194.38 feet; thence S.78°25'55"E., a distance of 20.63 feet; thence S.22°30'41"E., a distance of 12.72 feet; thence S.30°32'38"E., a distance of 57.37 feet; thence S.43°36'56"E., a distance of 58.20 feet; thence S.71°11'09"E., a distance of 72.42 feet; thence N.78°38'12"E., a distance of 64.55 feet; thence N.45°38'36"E., a distance of 60.56 feet; thence N.11°48'40"E., a distance of 61.32 feet; thence N.11°05'33"E., a distance of 10.46 feet; thence S.87°53'42"E., a distance of 98.00 feet; thence S.86°26'27"E., a distance of 9.48 feet; thence N.01°11'37"E., a distance of 50.17 feet; thence N.86°26'27"E., a distance of 39.25 feet; thence N.01°18'30"W., a distance of 18.74 feet; thence N.88°48'33"W., a distance of 38.30 feet; thence N.01°11'37"E., a distance of 17.11 feet to the POINT OF BEGINNING.

Parcel contains 423,260 square feet or 9.7167 acres, more or less.

This is NOT a Survey.

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] D:\JWD\ [REDACTED] E901.dwg

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

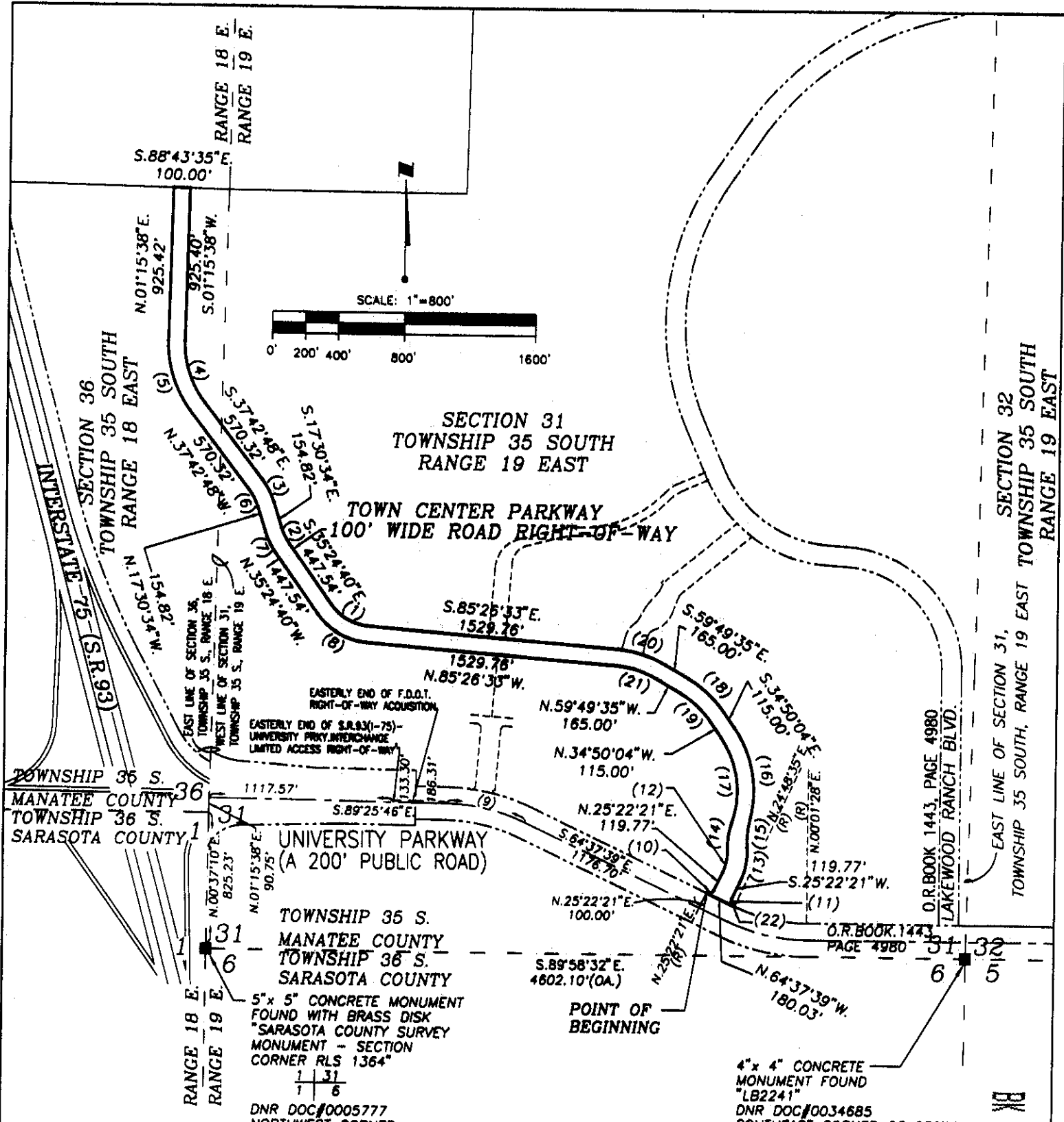


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WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHECKED BY: RRC	CAD FILE: 2670E	PROJECT NO:	SHEET OF	DRAWING INDEX NO: -001*	REV:
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BK 1524 PG 6185 OF 132



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	300.00'	50°01'53"	261.96'	139.99'	253.72'	S.60°25'37"E.
2		'07"	109.36'	55.13'	108.91'	S.26°27'37"E.
3	450.00'	20°12'14"	158.68'	80.17'		"E.
4	600.00'	38°58'26"	408.13'	212.32'	400.31'	S.18°13'35"E.
5	700.00'	38°58'26"	476.16'	247.70'	467.03'	N.18°13'35"W.
6	350.00'	20°12'14"	123.42'	62.36'	122.78'	N.27°36'41"W.
7		'07"	140.60'	70.88'	140.03'	N.26°27'37"W.
8	400.00'	50°01'53"	349.28'	186.66'	338.29'	N.60°25'37"W.
9	1150.00'	24°48'07"	497.80'	252.86'	493.93'	S.77°01'42"E.
10	35.00'	90°00'00"	54.98'	35.00'	49.50'	N.70°22'21"E.
11	35.00'	90°33'46"	55.32'	35.35'	49.74'	S.19°54'32"E.
12	300.00'	28°09'14"	147.41'	75.23'	145.93'	N.11°17'44"E.
13	420.00'	29°12'19"	214.09'	109.42'	211.77'	S.10°46'12"W.
14	420.00'	21°56'42"	160.87'	81.43'	159.88'	N.08°11'28"E.
15		'17"	171.55'	86.48'		"W.
16	680.00'	48°52'25"	580.04'	308.99'		"E.
17	580.00'	53°59'56"	546.63'	295.51'	526.61'	N.07°50'08"W.
18	680.00'	24°59'31"	296.61'	150.70'		"E.
19	580.00'	24°59'31"	252.99'	128.54'	250.99'	N.47°19'50"W.
20	680.00'	25°36'58"	304.02'	154.59'	301.49'	S.72°38'04"E.
21	580.00'	25°36'58"	259.31'	131.86'	257.16'	N.72°38'04"W.
22	1050.00'	00°33'46"	10.31'	5.16'	10.31'	N.64°54'32"W.

FOR: SMR COMMUNITIES, INC.

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER PARKWAY IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 19 EAST & SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

WILSON MILLER
 PLANNING, ENVIRONMENTAL & CONSULTANTS, ENGINEERS,
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 180 South Melrose Road, Sarasota, Florida 34235-1504 Phone (941) 571-8888 Fax (941) 571-8888
 Web Site: www.wilsonmiller.com E-mail: sarasota@wilsonmiller.com

TASK CODE: LCS00	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 265920SK	PROJECT NO: [REDACTED]	SHEET OF 3	DRAWING INDEX NO: [REDACTED]	REV: [REDACTED]
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BK 1524 PG 6186 88 of 132

Description of Town Center Parkway:

A parcel of land lying in Section 36, Township 35 South, Range 18 East and Section 31, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 31; thence along the west line of said Section 31, N.00°37'10"E., a distance of 825.23 feet to the southeast corner of the above mentioned Section 36; thence N.01°15'38"E., along the west line of Section 31, a distance of 90.75 feet to the intersection with the centerline of University Parkway, as shown on Florida Department of Transportation right-of-way maps Section 17075-2410; thence S.89°25'46" E., along the centerline of said University Parkway, a distance of 1117.57 feet to the intersection with the easterly end of State Road No. 93 (Interstate 75) - University Parkway interchange Limited Access Right-of-Way as shown on said Florida Department of Transportation right-of-way maps; thence continue S.89°25'46"E., along the centerline of said University Parkway, a distance of 133.30 feet to the intersection with the easterly end of the Florida Department of Transportation right-of-way acquisition line as shown on said Florida Department of Transportation right-of-way maps; thence continue S.89°25'46"E., along said centerline of University Parkway, a distance of 186.31 feet to the point of curvature of a curve to the right, having a radius of 1150.00 feet and a central angle of 24°48'07"; thence southeasterly along the arc of said curve, an arc length of 497.80 feet to the point of tangency of said curve; thence S.64°37'39"E., a distance of 1176.70 feet; thence N.25°22'21"E., a distance of 100.00 feet to a point on the north right-of-way line of University Parkway (a 200-foot wide public road) as recorded in Official Record Book 1443, Page 4980, also being on a curve to the left of which the radius point lies N.25°22'21"E., a radial distance of 35.00 feet for a POINT OF BEGINNING; thence northeasterly along the arc of said curve through a central angle of 90°00'00", an arc length of 54.98 feet to the point of tangency of said curve; thence N.25°22'21"E., a distance of 119.77 feet to the point of curvature of a curve to the left, having a radius of 300.00 feet and a central angle of 28°09'14"; thence northerly along the arc of said curve, an arc length of 147.41 feet to the point of reverse curvature of a curve to the right, having a radius of 420.00 feet and a central angle of 21°56'42"; thence northerly along the arc of said curve, an arc length of 160.87 feet to the point of reverse curvature of a curve to the left, having a radius of 580.00 feet and a central angle of 53°59'56"; thence northwesterly along the arc of said curve, an arc length of 546.63 feet to the point of tangency of said curve; thence N.34°50'04"W., a distance of 115.00 feet to the point of curvature of a curve to the left, having a radius of 580.00 feet and a central angle of 24°59'31"; thence northwesterly along the arc of said curve, an arc length of 252.99 feet to the point of tangency of said curve; thence N.59°49'35"W., a distance of 165.00 feet to the point of curvature of a curve to the left, having a radius of 580.00 feet and a central angle of 25°36'58"; thence westerly along the arc of said curve, an arc length of 259.31 feet to the point of tangency of said curve; thence N.85°26'33"W., a distance of 1529.76 feet to the point of curvature of a curve to the right, having a radius of 400.00 feet and a central angle of 50°01'53"; thence northwesterly along the arc of said curve, an arc length of 349.28 feet to the point of tangency of said curve; thence N.35°24'40"W., a distance of 447.54 feet to the point of curvature of a curve to the right, having a radius of 450.00 feet and a central angle of 17°54'07"; thence northerly along the arc of said curve, an arc length of 140.60 feet to the point of tangency of said curve; thence N.17°30'34"W., a distance of 154.82 feet to the point of curvature of a curve to the left, having a radius of 350.00 feet and a central angle of 20°12'14"; thence northerly along the arc of said curve, an arc length of 123.42 feet to the point of tangency of said curve; thence N.37°42'48"W., a distance of 570.32 feet to the point of curvature of a curve to the right, having a radius of 700.00 feet and a central angle of 38°58'26"; thence northerly along the arc of said curve, an arc length of 476.16 feet to the point of tangency of said curve; thence N.01°15'38"E., a distance of 925.42 feet; thence S.88°43'35"E., a distance of 100.00 feet; thence S.01°15'38"W., a distance of 925.40 feet to the point of curvature of a curve to the left, having a radius of 600.00 feet and a central angle of 38°58'26"; thence southerly along the arc of said curve, an arc length of 408.13 feet to the point of tangency of said curve; thence S.37°42'48"E., a distance of 570.32 feet to the point of curvature of a curve to the right, having a radius of 450.00 feet and a central angle of 20°12'14"; thence southerly along the arc of said curve, an arc length of 158.68 feet to the point of tangency of

(continued on sheet 3)

BK 1524 PG 6187 89 OF 132

FOR: SMR COMMUNITIES, INC.

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER PARKWAY IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 19 EAST & SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

WILSON MILLER

PLANNING, ENVIRONMENTAL & CONSULTANTS ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE & CONSTRUCTION MANAGEMENT
 100 South Hialeah Road, Sarasota, Florida 34236-1004 Phone (941) 571-6600 Fax (941) 577-0668
 Web Site: www.wilsonmiller.com E-mail: sarasota@wilsonmiller.com

ASK CODE: LCS00	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 265920SK	PROJECT NO: 2670-301-00X	SHEET 2 OF 3	DRAWING INDEX NO: [REDACTED]	REV:
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Description of Town Center Parkway: (continued)

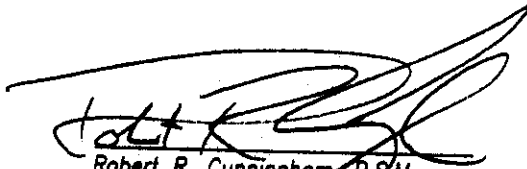
said curve; thence S.17°30'34"E., a distance of 154.82 feet to the point of curvature of a curve to the left, having a radius of 350.00 feet and a central angle of 17°54'07"; thence southerly along the arc of said curve, an arc length of 109.36 feet to the point of tangency of said curve; thence S.35°24'40"E., a distance of 447.54 feet to the point of curvature of a curve to the left, having a radius of 300.00 feet and a central angle of 50°01'53"; thence southeasterly along the arc of said curve, an arc length of 261.96 feet to the point of tangency of said curve; thence S.85°26'33"E., a distance of 1529.76 feet to the point of curvature of a curve to the right, having a radius of 680.00 feet and a central angle of 25°36'58"; thence southeasterly along the arc of said curve, an arc length of 304.02 feet to the point of tangency of said curve; thence S.59°49'35"E., a distance of 165.00 feet to the point of curvature of a curve to the right, having a radius of 680.00 feet and a central angle of 24°59'31"; thence southeasterly along the arc of said curve, an arc length of 296.61 feet to the point of tangency of said curve; thence S.34°50'04"E., a distance of 115.00 feet to the point of curvature of a curve to the right, having a radius of 680.00 feet and a central angle of 48°52'25"; thence southerly along the arc of said curve, an arc length of 580.04 feet to the point of reverse curvature of a curve to the left, having a radius of 550.00 feet and a central angle of 17°52'17"; thence southerly along the arc of said curve, an arc length of 171.55 feet to the point of reverse curvature of a curve to the right, having a radius of 420.00 feet and a central angle of 29°12'19"; thence southerly along the arc of said curve, an arc length of 214.09 feet to the point of tangency of said curve; thence S.25°22'21"W., a distance of 119.77 feet to the point of curvature of a curve to the left, having a radius of 35.00 feet, a central angle of 90°33'46"; thence southeasterly along the arc of said curve, an arc length of 55.32 feet to a point on the aforementioned northerly right-of-way line of University Parkway, said point being a point on a curve to the right, of which the radius point lies N.24°48'35"E., a radial distance of 1050.00 feet; the following 2 calls are along said northerly right-of-way line of University Parkway; thence along the arc in a northwesterly direction, passing through a central angle of 0°33'46", an arc length of 10.31 feet to the point of tangency of said curve; thence N.64°37'39"W., a distance of 180.03 feet to the POINT OF BEGINNING.

Parcel contains 663,586 square feet or 15.2338 acres, more or less.

BK 1524 PG 6188 90 of 132

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 31, BEING S.89°58'32"E..
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.


 Robert R. Cunningham P.S.M.
 Florida Registration No. 3924

7-11-97
 Date of Signature

Jul 11, [redacted] M:\OSDW [redacted] SK.dwg

FOR: SMR COMMUNITIES, INC.

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER PARKWAY IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 19 EAST & SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

WILSON MILLER
 PLANNING, ENVIRONMENTAL & CONSTRUCTION ENGINEERS
 SURVEYING, LANDSCAPE ARCHITECTURE & CONSTRUCTION MANAGEMENT
 180 South Main Street, Sarasota, Florida 34236-1001 Phone (941) 557-0000 Fax (941) 557-0000
 Web Site: www.wilsonmiller.com E-mail: sarasota@wilsonmiller.com

TASK CODE: LCS00	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 265920SK	PROJECT NO: [redacted] X	SHEET 3 OF [redacted]	DRAWING INDEX NO: [redacted]	REV:
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EXHIBIT B TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
LAKEWOOD RANCH TOWN CENTER

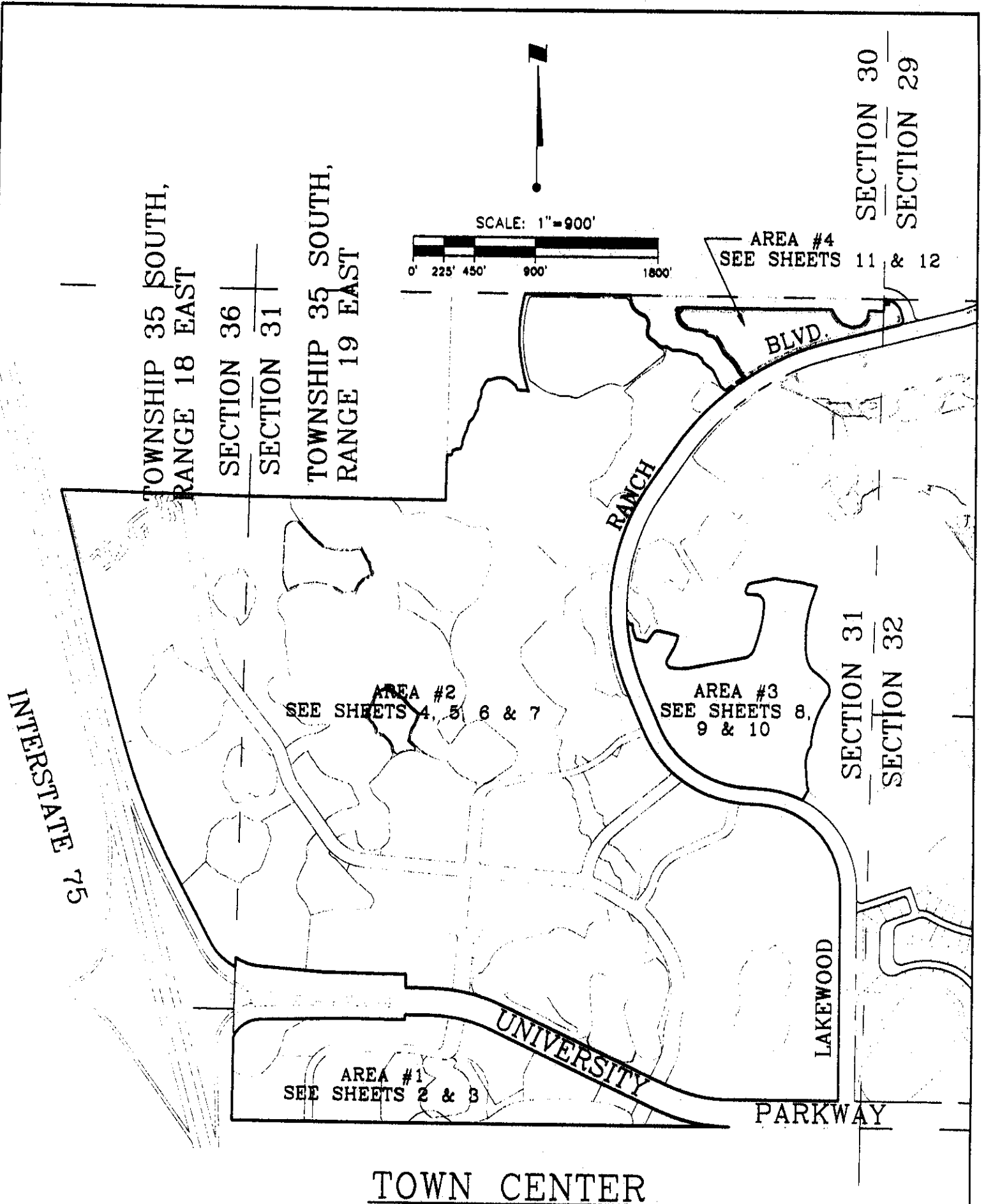
LEGAL DESCRIPTION OF
THE COMMITTED PROPERTY

The legal description of the Committed Property is as follows:

Area #1, Area #2, Area #3, and Area #4, all as described on the first twelve (12) sheets (exclusive of this page) attached to this Exhibit B;

LESS AND EXCEPT:

the legal description of Town Center Parkway, as described on the last three (3) sheets attached to this Exhibit B.



- NOTES:
1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
 2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 31, BEING N.89°58'32"W.
 3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Robert R. Cunningham
 Robert R. Cunningham, P.M.S.
 Florida Registration No. 3924

2/4/97
 Date of Signature

FOR: SMR COMMUNITIES, INC. Jan 31, [redacted] \JWD\ [redacted] E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
 LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
 133 South Meinhart Road
 Sarasota, Florida 34232
 (813) 371-3880 Fax (813) 377-9852

WORK ORDER NO. SSSLO	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 2670E [redacted]	PROJECT NO: [redacted]	SHEET 1 OF 12	DRAWING INDEX NO: [redacted]	REV:
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LAKEWOOD RANCH
BOULEVARD
(FORMERLY UPPER
MANATEE RIVER ROAD)

POINT OF
COMMENCEMENT
SOUTHEAST CORNER OF
SECTION 31, TOWNSHIP
35 SOUTH, RANGE 19
19 EAST, MANATEE
COUNTY, FLORIDA

POINT OF
BEGINNING.

UNIVERSITY PARKWAY

SOUTH RIGHT-OF-WAY
LINE OF UNIVERSITY PARKWAY
(3) LINE OF UNIVERSITY PARKWAY
N.89°58'32" W. 954.61'

3647.39'
N.89°58'32" W.

AREA #1
45.0329± ACRES

UNIVERSITY PARKWAY
INTERCHANGE LIMITED
ACCESS RIGHT-OF-WAY

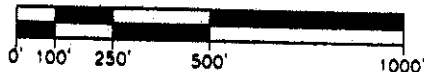
SOUTHERLY LINE
OF LIMITED ACCESS
RIGHT-OF-WAY

WEST LINE OF SECTION 31

SOUTHEAST CORNER
OF SECTION 31,
TOWNSHIP 35 SOUTH,
RANGE 19 EAST.

INTERSTATE 75

SCALE: 1"=500'



SEE SHEET 3
FOR CURVE TABLE
& DESCRIPTION.

BK 1524 PG 6191 93 of 132

FOR: SMR COMMUNITIES, INC. Jan 31, 1997 - 11:04:17 D:\W\0\2670\300\2670E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN
SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND
SECTIONS 31 & 32, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South Mainish Road
Sarasota, Florida 34232
(813) 371-3880 Fax: (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E	PROJECT NO:	SHEET 2 OF	DRAWING INDEX NO:	REV:
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CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	216.00'	66°23'34"	250.29'	236.52'	N.55°05'35"E.
2	1050.00'	24°48'07"	454.52'	450.98'	S.77°01'43"E.
3	1250.00'	25°20'53"	553.01'	548.51'	N.77°18'06"W.

Description of Area #1:

A parcel of land lying in Section 31, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southeast corner of said Section 31; thence N.89°58'32"W., along the southerly line of said Section 31, a distance of 954.61 feet to the POINT OF BEGINNING; thence N.89°58'32"W., continuing along said southerly line of Section 31, a distance of 3647.39 feet to the southwest corner of said Section 31; thence N.00°37'10"E., along the west line of Section 31, a distance of 615.67 feet to a point on a curve to the right of which the radius point lies S.68°06'12"E., a radial distance of 216.00 feet; thence northeasterly along the arc of said curve through a central angle of 66°23'34", an arc length of 250.29 feet to the point of tangency of said curve being on the southerly line of University Parkway Interchange Limited Access right-of-way; (the following three [3] calls are along said southerly line of University Parkway Interchange Limited Access right-of-way); thence N.88°17'22"E., a distance of 628.58 feet; thence S.89°25'46"E., a distance of 431.45 feet; thence N.00°34'14"E., a distance of 37.98 feet to a point on the south right-of-way line of University Parkway, 200 feet wide; (the following four [4] calls are along said south right-of-way of University Parkway); thence S.89°25'46"E., a distance of 186.32 feet to the point of curvature of a curve to the right, having a radius of 1050.00 feet and a central angle of 24°48'07"; thence along the arc of said curve, an arc length of 454.52 feet to the point of tangency of said curve; thence S.64°37'39"E., a distance of 1356.64 feet to the point of curvature of a curve to the left, having a radius of 1250.00 feet and a central angle of 25°20'53"; thence along the arc of said curve, an arc length of 553.01 feet to the POINT OF BEGINNING.

Parcel contains 1,961,635 square feet or 45.0329 acres, more or less.

BK 1524 PG 6192 94 of 132

SEE SHEET 2
FOR SKETCH.

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] D:\JWD\ [REDACTED] E901.dwg

This is NOT a Survey.

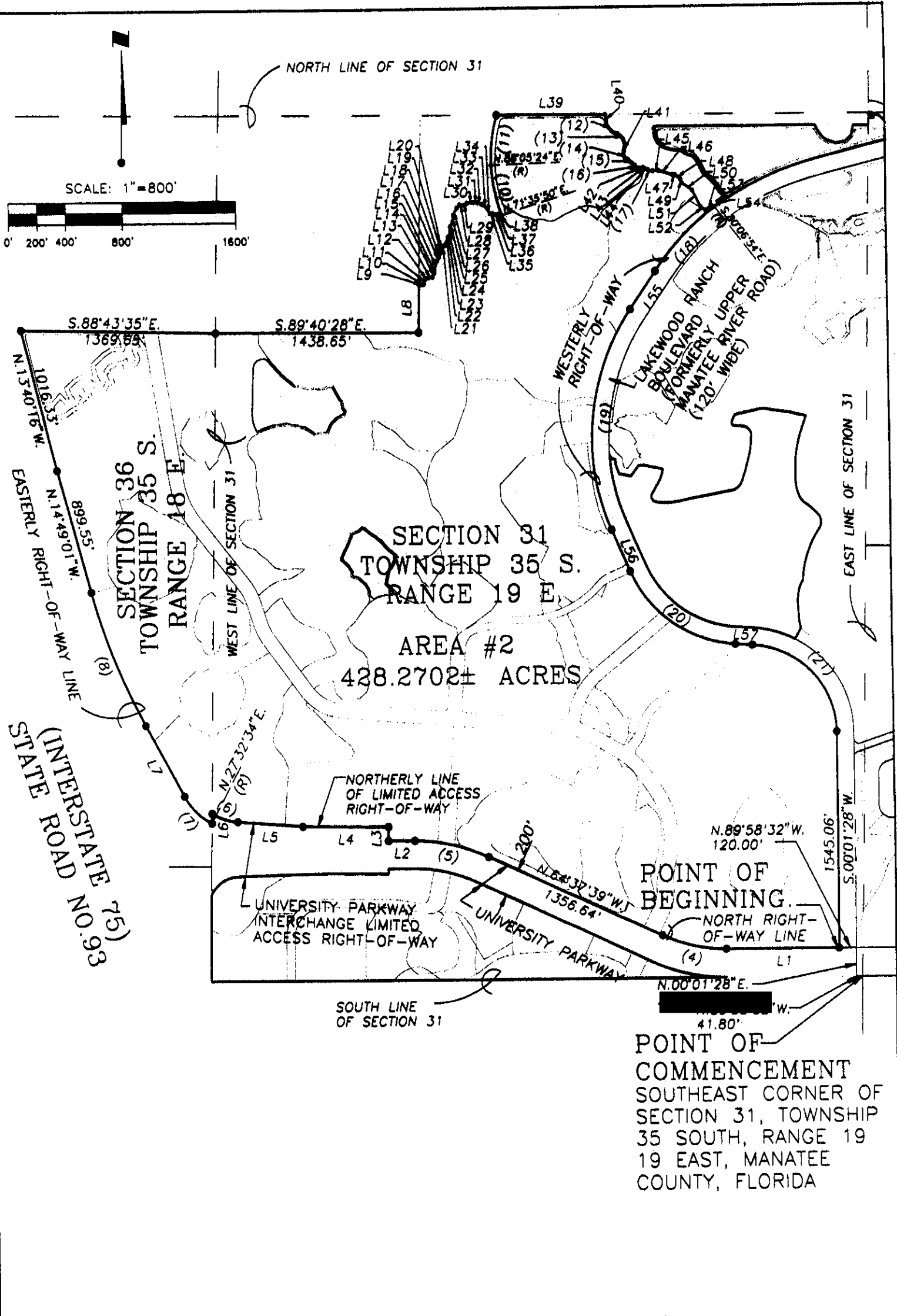
SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South McIntosh Road
Sarasota, Florida 34232
(813) 371-3690 Fax (813) 377-8852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E [REDACTED]	PROJECT NO: [REDACTED]	SHEET 3 OF 12	DRAWING INDEX NO: B [REDACTED]	REV:
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FOR: SMR COMMUNITIES, INC. Jan 31, 2001 JWD 2001.dwg		This is NOT a Survey.	
SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA		WILSON, MILLER, BARTON & PEEK, INC. ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS 133 South McIntosh Road Sarasota, Florida 34232 (813) 371-3800 Fax (813) 377-9852	
WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHECKED BY: RRC	PROJECT NO: [REDACTED]
CAD FILE: 2670EG	SHEET 4	OF 1	DRAWING INDEX NO: [REDACTED]
REV:		REV:	

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
4	1050.19'	25°20'44"	464.57'	460.79'	N.77°18'10"W.
5	1250.00'	24°48'07"	541.09'	536.88'	S.77°01'43"E.
6		'53"	191.90'	190.02'	N.71°43'59"W.
7	451.09'	34°53'02"	274.64'	270.42'	N.45°00'55"W.
8	4495.34'	12°56'01"	1014.75'	1012.60'	N.21°17'31"W.
10	1461.03'	14°40'35"	374.24'	373.22'	N.11°03'44"W.
11	1172.06'	17°30'02"	358.00'	356.61'	N.06°50'25"E.
12	123.03'	60°19'00"	129.52'	123.62'	N.40°02'36"W.
13	80.70'	83°13'58"	117.23'	107.19'	S.28°35'07"E.
14	53.36'	75°25'35"	70.24'	65.28'	N.24°40'55"W.
15	150.26'	24°05'36"	63.18'	62.72'	S.50°20'54"E.
16	55.02'	36°01'36"	34.59'	34.03'	N.56°18'55"W.
17	50.89'	39°29'30"	35.07'	34.38'	N.74°20'11"W.
18	1960.00'	18°12'01"	622.60'	619.98'	N.43°36'37"E.
				1558.06'	N.05°34'18"E.
20	860.00'	62°53'43"	944.05'	897.36'	N.54°48'52"W.
21	620.00'	86°17'11"	933.71'	847.94'	S.43°07'08"E.

LINE TABLE

Line	Bearing	Distance	Line	Bearing	Distance
L1	N.89°58'32"W.	792.77'	L30	N.83°51'52"E.	46.13'
L2	N.89°25'19"W.	186.32'	L31	S.86°52'56"E.	33.06'
L3	N.00°34'14"E.	98.00'	L32	S.60°26'01"E.	32.79'
L4	N.89°25'46"W.	606.88'	L33	S.52°19'29"E.	54.60'
L5	N.85°36'55"W.	460.53'	L34	S.23°30'31"E.	36.66'
L6	S.01°15'38"W.	68.34'	L35	S.71°25'07"E.	18.54'
L7	N.27°46'01"W.	566.48'	L36	S.87°40'22"E.	42.99'
L8	N.01°15'38"E.	332.93'	L37	S.88°53'02"E.	8.27'
L9	S.88°44'22"E.	24.30'	L38	S.65°37'53"E.	15.86'
L10	N.63°05'58"E.	12.48'	L39	S.89°40'22"E.	771.99'
L11	N.13°23'49"E.	30.23'	L40	S.09°53'06"E.	43.45'
L12	N.64°43'37"E.	26.06'	L41	S.13°01'52"W.	30.59'
L13	N.82°16'58"E.	32.86'	L42	N.84°55'01"E.	29.47'
L14	N.23°54'39"E.	32.75'	L43	S.83°22'07"E.	10.38'
L15	N.00°20'31"E.	23.42'	L44	S.54°35'27"E.	27.11'
L16	N.18°21'50"E.	61.45'	L45	N.85°55'04"E.	40.61'
L17	N.28°01'23"E.	27.57'	L46	S.73°12'04"E.	104.70'
L18	N.11°53'35"E.	27.99'	L47	S.86°39'10"E.	18.01'
L19	N.19°35'29"E.	40.07'	L48	S.51°04'38"E.	48.98'
L20	N.50°43'53"E.	30.13'	L49	S.20°35'59"E.	31.10'
L21	N.24°26'07"E.	62.26'	L50	S.53°07'12"E.	89.02'
L22	N.47°11'22"E.	13.14'	L51	S.25°24'10"E.	137.85'
L23	N.05°23'17"E.	63.91'	L52	S.54°36'00"E.	40.90'
L24	N.26°15'48"E.	39.83'	L53	N.51°14'29"E.	51.69'
L25	N.05°30'54"E.	48.82'	L54	S.66°54'08"E.	23.36'
L26	N.26°59'23"E.	60.24'	L55	S.34°30'37"W.	319.17'
L27	N.43°26'31"E.	29.88'	L56	S.23°22'00"E.	320.00'
L28	S.81°16'11"E.	16.50'	L57	S.86°15'43"E.	120.00'
L29	N.67°46'03"E.	36.51'			

BK 1524 PG 6194 9% of 132

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] \JWD\ [REDACTED] E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.
 ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
 LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
 133 South McIntosh Road
 Sarasota, Florida 34232
 (813) 371-3890 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E901	PROJECT NO: S [REDACTED]	SHEET OF 12	DRAWING INDEX NO: B [REDACTED]	REV:
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Description of Area #2:

A parcel of land lying in Section 31, Township 35 South, Range 19 East and Section 36, Township 35 South, Range 18 East, Manatee County, Florida and described as follows:

Commence at the southeast corner of said Section 31; thence N.89°58'32"W., along the south line of said Section 31, a distance of 41.80 feet; thence N.00°01'28"E., a distance of 200.00 feet to the intersection of the north right-of-way line of University Parkway (a 200-foot wide Public Road) and the east right-of-way line of Lakewood Ranch Boulevard (a 120-foot wide Public Road); thence N.89°58'32"W., a distance of 120.00 feet to the intersection of the west right-of-way line of said Lakewood Ranch Boulevard and the said north line of University Parkway for a POINT OF BEGINNING; (the following nine [9] calls are along said north right-of-way line of University Parkway and University Parkway Interchange Limited Access right-of-way; thence N.89°58'32"W., a distance of 792.77 feet to the point of curvature of a curve to the right, having a radius of 1050.19 feet and a central angle of 25°20'44"; thence along the arc of said curve, an arc length of 464.57 feet to the point of tangency of said curve; thence N.64°37'39"W., a distance of 1356.64 feet to the point of curvature of a curve to the left, having a radius of 1250.00 feet and a central angle of 24°48'07"; thence along the arc of said curve, an arc length of 541.09 feet to the end of said curve; thence N.89°25'19"W., a distance of 186.32 feet; thence N.00°34'14"E., a distance of 98.00 feet; thence N.89°25'46"W., a distance of 606.88 feet; thence N.85°36'55"W., a distance of 460.53 feet to the point of curvature of a curve to the right, having a radius of 396.00 feet and a central angle of 27°45'53"; thence along the arc of said curve, an arc length of 191.90 feet to the end of said curve and a point on the west line said Section 31; thence S.01°15'38"W., along said west line of Section 31, a distance of 68.34 feet to a point on a curve to the right of which the radius point lies N.27°32'34"E., a radial distance of 451.09 feet, said point also being on the easterly right-of-way line of State Road No.93 (Interstate 75)(the following five [5] calls are along said easterly right-of-way of State Road No.93); thence northwestely along the arc of said curve through a central angle of 34°53'02", an arc length of 274.64 feet to the end of said curve; thence N.27°46'01"W., a distance of 566.48 feet to a point on a curve to the right of which the radius point lies N.62°14'29"E., a radial distance of 4495.34 feet; thence along the arc of said curve through a central angle of 12°56'01", an arc length of 1014.75 feet to the end of said curve; thence N.14°49'01"W., a distance of 899.55 feet; thence N.13°40'16"W., a distance of 1016.33 feet; thence S.88°43'35"E., a distance of 1369.65 feet to a point on the aforementioned west line of Section 31; thence S.89°40'28"E., a distance of 1438.65 feet; thence N.01°15'38"E., a distance of 332.93 feet; thence S.88°44'22"E., a distance of 24.30 feet; thence N.63°05'58"E., a distance of 12.48 feet; thence N.13°23'49"E., a distance of 30.23 feet; thence N.64°43'37"E., a distance of 26.06 feet; thence N.82°16'58"E., a distance of 32.86 feet; thence N.23°54'39"E., a distance of 32.75 feet; thence N.00°20'31"E., a distance of 23.42 feet; thence N.18°21'50"E., a distance of 61.45 feet; thence N.28°01'23"E., a distance of 27.57 feet; thence N.11°53'35"E., a distance of 27.99 feet; thence N.19°35'29"E., a distance of 40.07 feet; thence N.50°43'53"E., a distance of 30.13 feet; thence N.24°26'07"E., a distance of 62.26 feet; thence N.47°11'22"E., a distance of 13.14 feet; thence N.05°23'17"E., a distance of 63.91 feet; thence N.26°15'48"E., a distance of 39.83 feet; thence N.05°30'54"E., a distance of 48.82 feet; thence N.26°59'23"E., a distance of 60.24 feet; thence N.43°26'31"E., a distance of 29.88 feet; thence S.81°16'11"E., a distance of 16.50 feet; thence N.67°46'03"E., a distance of 36.51 feet; thence N.83°51'52"E., a distance of 46.13 feet; thence S.86°52'56"E., a distance of 33.06 feet; thence S.60°26'01"E., a distance of 32.79 feet; thence S.52°19'29"E., a distance of 54.60 feet; thence S.23°30'31"E., a distance of 36.66 feet; thence S.71°25'07"E., a distance of 18.54 feet; thence S.87°40'22"E., a distance of 42.99 feet; thence S.88°53'02"E., a distance of 8.27 feet; thence S.65°37'53"E., a distance of 15.86 feet to a point on a

BK 1574 PG 6195 97 OF 132

SEE SHEET 4 FOR DESCRIPTION.
SEE SHEET 5 FOR TABLES.

FOR: SMR COMMUNITIES, INC. Jan 31, [REDACTED] D:\JWD\ [REDACTED] E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South McIntosh Road
Sarasota, Florida 34232
(813) 371-3680 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 2670E901	PROJECT NO: S [REDACTED]	SHEET [REDACTED] OF [REDACTED]	DRAWING INDEX NO: [REDACTED]	REV:
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Description of Area #2 (CONTINUED):

curve to the right of which the radius point lies N.71°35'50"E., a radial distance of 1461.03 feet; thence northerly along the arc of said curve through a central angle of 14°40'35", an arc length of 374.24 feet to a point on a curve to the right of which the radius point lies N.88°05'24"E., a radial distance of 1172.06 feet; thence northerly along the arc of said curve through a central angle of 17°30'02", an arc length of 358.00 feet to a point on the north line of aforementioned Section 31; thence S.89°40'22"E., along said north line of Section 31, a distance of 771.99 feet; thence S.09°53'06"E., a distance of 43.45 feet to the point of curvature of a curve having a radius of 123.03 feet and a central angle of 60°19'00"; thence along the arc of said curve, an arc length of 129.52 feet to the point of reverse curvature of a curve to the right, having a radius of 80.70 feet and a central angle of 83°13'58"; thence along the arc of said curve, an arc length of 117.23 feet to the point of tangency of said curve; thence S.13°01'52"W., a distance of 30.59 feet to the point of curvature of a curve to the left, having a radius of 53.36 feet and a central angle of 75°25'35"; thence along the arc of said curve, an arc length of 70.24 feet to the point of reverse curvature of a curve to the right, having a radius of 150.26 feet and a central angle of 24°05'36"; thence along the arc of said curve, an arc length of 63.18 feet to the point of reverse curvature of a curve to the left, having a radius of 55.02 feet and a central angle of 36°01'36"; thence along the arc of said curve, an arc length of 34.59 feet to the end of said curve; thence N.84°55'01"E., a distance of 29.47 feet; thence S.83°22'07"E., a distance of 10.38 feet; thence S.54°35'27"E., a distance of 27.11 feet to the point of curvature of a curve to the left, having a radius of 50.89 feet and a central angle of 39°29'30"; thence along the arc of said curve, an arc length of 35.07 feet to the point of tangency of said curve; thence N.85°55'04"E., a distance of 40.61 feet; thence S.73°12'04"E., a distance of 104.70 feet; thence S.86°39'10"E., a distance of 18.01 feet; thence S.51°04'38"E., a distance of 48.98 feet; thence S.20°35'59"E., a distance of 31.10 feet; thence S.53°07'12"E., a distance of 89.02 feet; thence S.25°24'10"E., a distance of 137.85 feet; thence S.54°36'00"E., a distance of 40.90 feet; thence N.51°14'29"E., a distance of 51.69 feet; thence S.66°54'08"E., a distance of 23.36 feet to a point on a curve to the left of which the radius point lies S.80°06'54"E., a radial distance of 1960.00 feet, said point also being on the above mentioned westerly right-of-way line of Lakewood Ranch Boulevard; (the following eight [8] calls are along said westerly right-of-way line of Lakewood Ranch Boulevard); thence southwesterly along the arc of said curve through a central angle of 18°12'01", an arc length of 622.60 feet to the point of tangency of said curve; thence S.34°30'37"W., a distance of 319.17 feet to the point of curvature of a curve to the left, having a radius of 1610.00 feet and a central angle of 57°52'37"; thence along the arc of said curve, an arc length of 1626.33 feet to the point of tangency of said curve; thence S.23°22'00"E., a distance of 320.00 feet to the point of curvature of a curve to the left, having a radius of 860.00 feet and a central angle of 62°53'43"; thence along the arc of said curve, an arc length of 944.05 feet to the point of tangency of said curve; thence S.86°15'43"E., a distance of 120.00 feet to the point of curvature of a curve to the right, having a radius of 620.00 feet and a central angle of 86°17'11"; thence along the arc of said curve, an arc length of 933.71 feet to the point of tangency of said curve; thence S.00°01'28"W., a distance of 1545.06 feet to the POINT OF BEGINNING.

Parcel contains 18,655,450 square feet or 428.2702 acres, more or less.

BK 1524 PG 6196 98 of 132

SEE SHEET 4 FOR DESCRIPTION.
SEE SHEET 5 FOR TABLES.

FOR: SMR COMMUNITIES, INC. Feb 05, 1997 - 07:46:15 D:\JWD\2670\300\2670E901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

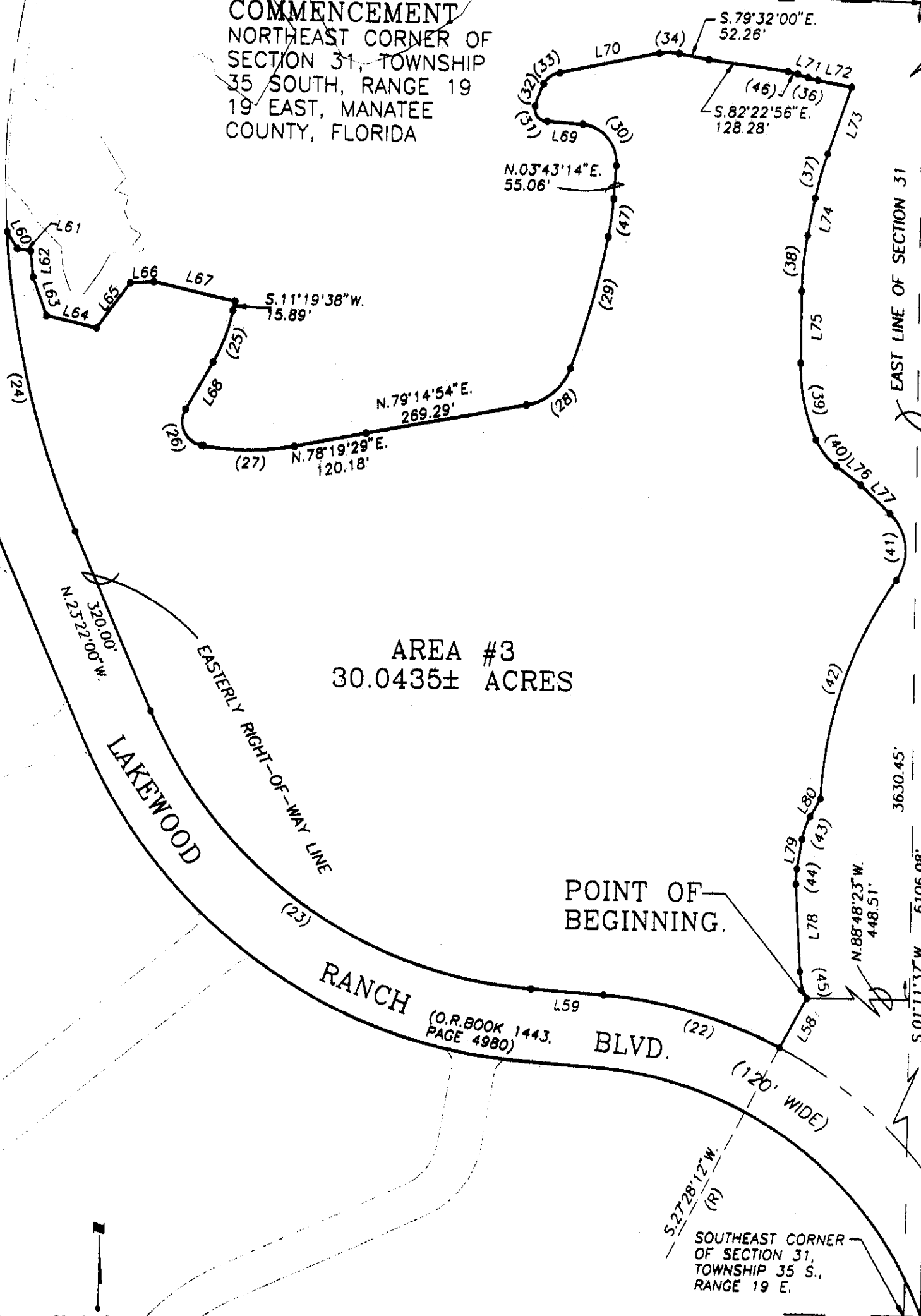


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WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E901	PROJECT NO: S	SHEET OF 12	DRAWING INDEX NO: B 2670-300-001+	REV:
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POINT OF COMMENCEMENT
 NORTHEAST CORNER OF
 SECTION 31, TOWNSHIP
 35 SOUTH, RANGE 19
 EAST, MANATEE
 COUNTY, FLORIDA



AREA #3
 30.0435± ACRES

POINT OF BEGINNING.

SCALE: 1" = 200'

0' 50' 100' 200' 400'

SEE SHEET 9 FOR TABLES & DESCRIPTION.

This is NOT a Survey.

FOR: SMR COMMUNITIES, INC.

Jan 31, 2000

JWD

0E901.dwg

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN
 SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND
 SECTIONS 31 & 32, TOWNSHIP 35 SOUTH,
 RANGE 19 EAST, MANATEE COUNTY, FLORIDA

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WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHECKED BY: RRC	CAD FILE: 2670E901	PROJECT NO. S	SHEET 8	OF OF	DRAWING INDEX NO. []	REV: []
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CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
22	740.00'	23°43'55"	306.51'	304.32'	S.74°23'46"E.
23	740.00'	62°53'43"	812.32'	772.14'	N.54°48'51"W.
24	1490.00'	19°29'24"	506.85'	504.41'	N.13°37'18"W.
25	285.00'	18°16'37"	90.91'	90.53'	S.20°27'56"W.
26	40.00'	109°37'48"	76.54'	65.38'	N.25°12'40"W.
27	404.41'	21°38'58"	152.81'	151.90'	S.89°08'58"W.
28	95.00'	59°11'29"	98.14'	93.84'	N.49°39'10"E.
29	1392.86'	9°15'17"	224.98'	224.74'	N.15°25'47"E.
30	62.75'	90°03'56"	98.64'	88.79'	S.41°18'44"E.
31	20.00'	99°55'11"	34.88'	30.62'	N.36°23'06"W.
32	165.00'	13°40'00"	39.36'	39.26'	N.20°24'30"E.
33	35.00'	50°52'29"	31.08'	30.07'	N.52°40'44"E.
34	85.00'	22°21'02"	33.16'	32.95'	N.89°17'29"E.
36	115.00'	08°32'39"	17.15'	17.13'	N.75°27'59"W.
37	515.00'	08°25'13"	75.68'	75.62'	N.14°40'26"E.
38	515.00'	10°16'33"	92.36'	92.24'	N.05°19'34"E.
39	295.00'	24°51'31"	127.99'	126.99'	N.12°14'29"W.
40	115.00'	27°42'41"	55.62'	55.08'	N.38°31'35"W.
41	85.00'	80°37'28"	119.61'	109.98'	S.06°08'10"E.
42	695.00'	31°49'38"	386.07'	381.12'	N.18°15'45"E.
43	115.00'	19°35'34"	39.33'	39.13'	N.18°55'08"E.
44	115.00'	12°40'01"	25.42'	25.37'	N.02°47'21"E.
45	115.00'	22°53'18"	45.94'	45.64'	N.14°59'19"W.
46	85.00'	11°11'17"	16.60'	16.57'	S.76°47'18"E.
47	515.00'	07°04'55"	63.65'	63.61'	S.07°15'42"W.

LINE TABLE

Line	Bearing	Distance	Line	Bearing	Distance
L58	S.27°28'12"W.	92.92'	L70	N.78°06'58"E.	167.09'
L59	N.86°15'43"W.	120.00'	L71	S.71°11'40"E.	17.54'
L60	S.31°35'00"E.	32.47'	L72	S.79°44'19"E.	58.18'
L61	S.81°33'45"E.	22.37'	L73	S.18°53'03"W.	116.07'
L62	S.06°26'06"E.	42.77'	L74	S.10°27'50"W.	63.05'
L63	S.19°16'05"E.	67.27'	L75	S.00°11'17"W.	117.53'
L64	S.77°18'35"E.	84.32'	L76	S.52°22'55"E.	50.21'
L65	N.35°44'56"E.	93.09'	L77	S.46°26'53"E.	67.48'
L66	N.85°54'29"E.	38.83'	L78	S.03°32'39"E.	144.38'
L67	S.77°28'59"E.	136.53'	L79	S.09°07'21"W.	49.37'
L68	S.29°36'15"W.	88.85'	L80	S.28°42'55"W.	34.13'
L69	N.86°20'41"W.	58.76'			

Description of Area #3:

A tract of land, lying in Section 31, Township 35 South, Range 19 East, Manatee County, Florida being more particularly described as follows:

COMMENCE at the northeast corner of said Section 31, Township 35 South, Range 19 East, Manatee County, Florida; thence S.01°11'37"W., along the east line of said Section 31, (the southeast corner of said Section 31 being marked by a 4" concrete monument labeled "LB 2241", which bears S.00°11'37"W., a distance of 6106.08 feet from the POINT OF COMMENCEMENT) a distance of 3630.45 feet; thence N.88°48'23"W., a distance of 448.51 feet to the POINT OF BEGINNING; thence S.27°28'12"W., a distance of 92.92 feet to a point on a curve to the left, of which the radius point lies S.27°28'12"W., a radial distance of 740.00 feet, said point being a point on the easterly right-of-way of Lakewood Ranch Boulevard (120 feet wide), as recorded in Official Record Book 1443, Page 4980 of the Public Records of Manatee County, Florida; (the following five [5] calls are along the easterly right-of-way of said Lakewood Ranch Boulevard); thence along the arc, in a northwesterly direction, passing through a central angle of 23°43'55", an arc length of 306.51 feet to the point of tangency of said curve; thence N.86°15'43"W., a distance of 120.00 feet to the point of curvature of a curve to the right, having a radius of 740.00 feet, and a central angle of 62°53'43"; thence along the arc of said curve, an arc length of 812.32 feet to the point of tangency of said curve; thence N.23°22'00"W., a distance of 320.00 feet to the point of curvature of a curve to the

SEE SHEET 8 FOR SKETCH.

FOR: SMR COMMUNITIES, INC.

Jan 31, _____

D:\JWD_____

OE901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.

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 Sarasota, Florida 34232
 (813) 371-3890 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E901	PROJECT NO: S_____	SHEET _____ OF 12	DRAWING INDEX NO: B _____	REV:
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Description of Area #3 (CONTINUED):

right, having a radius of 1490.00 feet, and a central angle of 19°29'24"; thence along the arc of said curve, an arc length of 506.85 feet to the end of said curve; thence S.31°35'00"E., a distance of 32.47 feet; thence S.81°33'45"E., a distance of 22.37 feet; thence S.06°26'06"E., a distance of 42.77 feet; thence S.19°16'05"E., a distance of 67.27 feet; thence S.77°18'35"E., a distance of 84.32 feet; thence N.35°44'56"E., a distance of 93.09 feet; thence N.85°54'29"E., a distance of 38.83 feet; thence S.77°28'59"E., a distance of 136.53 feet; thence S.11°19'38"W., a distance of 15.89 feet to the point of curvature of a curve to the right, having a radius of 285.00 feet, and a central angle of 18°16'37"; thence along the arc of said curve, an arc length of 90.91 feet to the point of tangency of said curve; thence S.29°36'15"W., a distance of 88.85 feet to the point of curvature of a curve to the left, having a radius of 40.00 feet, and central angle of 109°37'48"; thence along the arc of said curve, an arc length of 76.54 feet to the point of compound curvature of a curve to the left, having a radius of 404.41 feet, and a central angle of 21°38'58"; thence along the arc of said curve, an arc length of 152.81 feet to the point of tangency of said curve; thence N.78°19'29"E., a distance of 120.18 feet; thence N.79°14'54"E., a distance of 269.29 feet to the point of curvature of a curve to the left, having a radius of 95.00 feet, and a central angle of 59°11'29"; thence along the arc of said curve, an arc length of 98.14 feet to the point of compound curvature of a curve to the left, having a radius of 1392.86 feet, and a central angle of 09°15'17"; thence along the arc of said curve, an arc length of 224.98 feet to the point of compound curvature of a curve to the left, having a radius of 515.00 feet, and a central angle of 07°04'55"; thence along the arc of said curve, an arc length of 63.65 feet to the point of tangency of said curve; thence N.03°43'14"E., a distance of 55.06 feet to the point of curvature of a curve to the left, having a radius of 62.75 feet, and a central angle of 90°03'56"; thence along the arc of said curve, an arc length of 98.64 feet to the point of tangency of said curve; thence N.86°20'41"W., a distance of 58.76 feet to the point of curvature of a curve to the right, having a radius of 20.00 feet, and a central angle of 99°55'11"; thence along the arc of said curve, an arc length of 34.88 feet to the point of compound curvature of a curve to the right, having a radius of 165.00 feet, and a central angle of 13°40'00"; thence along the arc of said curve, an arc length of 39.36 feet to the point of compound curvature of a curve to the right, having a radius of 35.00 feet, and a central angle of 50°52'29"; thence along the arc of said curve, an arc length of 31.08 feet to the point of tangency of said curve; thence N.78°06'58"E., a distance of 167.09 feet to the point of curvature of a curve to the right, having a radius of 85.00 feet, and a central angle of 22°21'02"; thence along the arc of said curve, an arc length of 33.16 feet to the point of tangency of said curve; thence S.79°32'00"E., a distance of 52.26 feet; thence S.82°22'56"E., a distance of 128.28 feet to the point of curvature of a curve to the right, having a radius of 85.00 feet, and a central angle of 11°11'17"; thence along the arc of said curve, an arc length of 16.60 feet to the point of tangency of said curve; thence S.71°11'40"E., a distance of 17.54 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 08°32'39"; thence along the arc of said curve, an arc length of 17.15 feet to the point of tangency of said curve; thence S.79°44'19"E., a distance of 58.18 feet; thence S.18°53'03"W., a distance of 116.07 feet to the point of curvature of a curve to the left, having a radius of 515.00 feet, and a central angle of 08°25'13"; thence along the arc of said curve, an arc length of 75.68 feet to the point of tangency of said curve; thence S.10°27'50"W., a distance of 63.05 feet to the point of curvature of a curve to the left, having a radius of 515.00 feet, and a central angle of 10°16'33"; thence along the arc of said curve, an arc length of 92.36 feet to the point of tangency of said curve; thence S.00°11'17"W., a distance of 117.53 feet to the point of curvature of a curve to the left, having a radius of 295.00 feet, and a central angle of 24°51'31"; thence along the arc of said curve, an arc length of 127.99 feet to the point of compound curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 27°42'41"; thence along the arc of said curve, an arc length of 55.62 feet to the point of tangency of said curve; thence S.52°22'55"E., a distance of 50.21 feet; thence S.46°26'53"E., a distance of 67.48 feet to the point of curvature of a curve to the right, having a radius of 85.00 feet, and a central angle of 80°37'28"; thence along the arc of said curve, an arc length of 119.61 feet to the point of reverse curvature of a curve to the left, having a radius of 695.00 feet, and a central angle of 31°49'38"; thence along the arc of said curve, an arc length of 386.07 feet to the end of said curve; thence S.28°42'55"W., a distance of 34.13 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 19°35'34"; thence along the arc of said curve, an arc length of 39.33 feet to the point of tangency of said curve; thence S.09°07'21"W., a distance of 49.37 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 12°40'01"; thence along the arc of said curve, an arc length of 25.42 feet to the point of tangency of said curve; thence S.03°32'39"E., a distance of 144.38 feet to the point of curvature of a curve to the left, having a radius of 115.00 feet, and a central angle of 22°53'18"; thence along the arc of said curve, an arc length of 45.94 feet to the POINT OF BEGINNING.

Parcel contains 1,308,697 square feet or 30.0435 acres, more or less.

SEE SHEET 8 FOR SKETCH.
SEE SHEET 9 FOR TABLES.

FOR: SMR COMMUNITIES, INC. Jan [REDACTED] D:\JWD\ [REDACTED] OE901.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



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(813) 371-3660 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E901	PROJECT NO: S [REDACTED]	SHEET [REDACTED] OF 12	DRAWING INDEX NO: B [REDACTED]	REV:
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SECTION 29

SECTION 32

RIVER CLUB
SOUTH ACCESS
ROAD

LAKEMOOD RANCH BLVD.
NORTHERLY RIGHT-OF-WAY
S.75°29'29"W. 523.35'

S.01°11'37"W. 6106.08'

WEST LINE OF
SECTION 29

POINT OF
BEGINNING
NORTHEAST CORNER OF
SECTION 31, TOWNSHIP
35 SOUTH, RANGE
19 EAST, MANATEE
COUNTY, FLORIDA

SOUTHEAST CORNER
OF SECTION 31,
TOWNSHIP 35 S.,
RANGE 19 E.,
MANATEE COUNTY,
FLORIDA.
(4" x 4" CONCRETE
MONUMENT FOUND
"LB#2241")

SECTION 31

SECTION 30

AREA #4
9.7167± ACRES

LINE TABLE

Line	Bearing	Distance
L81	S.14°30'33"E.	49.41'
L82	N.84°03'43"W.	14.22'
L83	N.71°01'53"W.	13.64'
L84	N.55°21'58"E.	78.72'
L85	S.89°06'40"W.	18.99'
L86	N.27°28'33"E.	20.28'
L87	N.87°53'11"E.	49.69'
L88	N.89°49'47"E.	33.52'
L89	S.78°25'55"E.	20.63'
L90	S.22°30'41"E.	12.72'
L91	S.30°32'38"E.	57.37'
L92	S.43°36'56"E.	58.20'
L93	S.71°11'09"E.	72.42'
L94	N.78°38'12"E.	64.55'
L95	N.45°38'36"E.	60.56'
L96	N.11°56'02"E.	61.32'
L97	N.11°05'33"E.	10.46'
L98	S.87°53'42"E.	18.74'
L99	N.86°26'27"E.	9.48'
L100	N.01°11'37"E.	50.17'
L101	N.86°26'27"E.	39.25'
L102	N.01°18'30"W.	18.74'
L103	N.88°48'33"W.	38.30'
L104	N.01°11'37"E.	17.11'

NORTH LINE OF SECTION 31

N.89°54'44"E. 194.39'

N.89°51'11"E. 222.96'

S.89°14'27"E. 197.26'

S.89°43'23"E. 221.23'

S.89°43'00"E. 197.15'

N.06°19'47"E.
(R)



SCALE: 1"=200'

SEE SHEET 12
FOR CURVE TABLE & DESCRIPTION.

This is NOT a Survey.

FOR: SMR COMMUNITIES, INC. Jan 31, 1997 - 11:04:17 D:\JWD\...E901.dwg

SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN
SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND
SECTIONS 31 & 32, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
133 South McIntosh Road
Sarasota, Florida 34232
(813) 371-3890 Fax (813) 377-9852

WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 2670E901	PROJECT NO:	SHEET OF	DRAWING INDEX NO:	REV:
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CURVE TABLE

SEE SHEET 11
FOR SKETCH AND LINE TABLE.

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
47	133.00'	75°00'41"	174.12'	161.95'	S.52°00'55"E.
48	1959.90'	21°13'01"	725.76'	721.62'	N.64°52'58"E.
49	65.00'	58°27'20"	66.32'	63.48'	N.54°26'33"W.
50	296.91'	27°38'40"	143.25'	141.87'	S.39°02'13"E.
51	93.31'	31°46'14"	51.74'	51.08'	N.36°58'26"W.
52	338.71'	15°54'25"	94.03'	93.73'	S.29°02'31"E.
53	56.87'	45°23'48"	45.06'	43.89'	S.59°41'37"E.
54	68.71'	39°30'20"	47.38'	46.44'	N.62°38'21"W.
55	43.94'	44°52'52"	34.42'	33.54'	S.65°19'37"E.
56	378.99'	13°39'15"	90.32'	90.10'	N.80°56'26"W.
57	122.15'	67°37'38"	144.17'	135.95'	N.40°18'00"W.
58	45.00'	48°19'49"	37.96'	36.84'	N.17°40'43"E.

Description of Area #4:

A parcel of land lying in Sections 31 and 32, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

BEGIN at the southwest corner of said Section 29; (the southeast corner of said Section 31 being marked by a 4" concrete monument labeled "LB 2241", which bears S.00°11'37"W., a distance of 6106.08 feet for the POINT OF BEGINNING), said point also being a point on a curve to the right of which the radius point lies S.00°28'45"W., a radial distance of 133.00 feet; thence along the arc in a southeasterly direction, passing through a central angle of 75°00'41", an arc length of 174.12 feet to the point of tangency of said curve; thence S.14°30'33"E., a distance of 49.41 feet to the point of curvature of a curve to the right, having a radius of 35.00 feet and a central angle of 90°00'00"; thence along the arc, an arc distance of 54.98 feet to a point on the northerly right-of-way line of Lakewood Ranch Boulevard (formerly Upper Manatee River Road, a 120-foot wide public right-of-way); (the following two [2] calls are along said northerly right-of-way line of Lakewood Ranch Boulevard); thence S.75°29'27"W., a distance of 523.35 feet to the point of curvature of a curve to the left, having a radius of 1960.00 feet and a central angle of 21°12'57"; thence along the arc of said curve, an arc length of 725.76 feet to the end of said curve; thence N.84°03'43"W., a distance of 14.22 feet; thence N.71°01'53"W., a distance of 13.64 feet; thence N.55°21'58"E., a distance of 78.72 feet to a point on a curve to the right, of which the radius point lies N.06°19'47"E., a radial distance of 65.00 feet; thence northwesterly along the arc of said curve through a central angle of 58°27'21", an arc length of 66.32 feet to the point of reverse curvature of a curve to the left, having a radius of 296.91 feet and a central angle of 27°38'41"; thence along the arc of said curve, an arc length of 143.25 feet to the point of reverse curvature of a curve to the right, having a radius of 93.31 feet and a central angle of 31°46'15"; thence along the arc of said curve, an arc length of 51.74 feet to the point of reverse curvature of a curve to the left, having a radius of 338.71 feet and a central angle of 15°54'25"; thence along the arc of said curve, an arc length of 94.03 feet to the point of compound curvature of a curve to the left, having a radius of 56.87 feet and a central angle of 45°23'48"; thence along the arc of said curve, an arc length of 45.06 feet to the point of reverse curvature of a curve to the right, having a radius of 68.71 feet and a central angle of 39°30'20"; thence along the arc of said curve, an arc length of 47.38 feet to the point of reverse curvature of a curve to the left, having a radius of 43.94 feet and a central angle of 44°52'53"; thence along the arc of said curve, an arc length of 34.42 feet to the point of reverse curvature of a curve to the right, having a radius of 378.99 feet and a central angle of 13°39'15"; thence along the arc of said curve, an arc length of 90.32 feet to the point of compound curvature of a curve to the right, having a radius of 122.15 feet and a central angle of 67°37'38"; thence along the arc of said curve, an arc length of 144.17 feet to the point of compound curvature of a curve to the right, having a radius of 45.00 feet and a central angle of 48°19'48"; thence along the arc of said curve, an arc length of 37.96 feet to the end of said curve; thence S.89°06'40"W., a distance of 18.99 feet; thence N.27°28'33"E., a distance of 20.28 feet; thence N.87°53'11"E., a distance of 49.69 feet; thence S.89°43'00"E., a distance of 197.15 feet; thence S.89°43'23"E., a distance of 221.23 feet; thence S.89°14'27"E., a distance of 197.26 feet; thence N.89°51'11"E., a distance of 222.96 feet; thence N.89°54'44"E., a distance of 194.38 feet; thence S.78°25'55"E., a distance of 20.63 feet; thence S.22°30'41"E., a distance of 12.72 feet; thence S.30°32'38"E., a distance of 57.37 feet; thence S.43°36'56"E., a distance of 58.20 feet; thence S.71°11'09"E., a distance of 72.42 feet; thence N.78°38'12"E., a distance of 64.55 feet; thence N.45°38'36"E., a distance of 60.56 feet; thence N.11°48'40"E., a distance of 61.32 feet; thence N.11°05'33"E., a distance of 10.46 feet; thence S.87°53'42"E., a distance of 98.00 feet; thence S.86°26'27"E., a distance of 9.48 feet; thence N.01°11'37"E., a distance of 50.17 feet; thence N.86°26'27"E., a distance of 39.25 feet; thence N.01°18'30"W., a distance of 18.74 feet; thence N.88°48'33"W., a distance of 38.30 feet; thence N.01°11'37"E., a distance of 17.11 feet to the POINT OF BEGINNING.

Parcel contains 423,260 square feet or 9.7167 acres, more or less.

BK 1524 PG 6201 105 of 132

FOR: SMR COMMUNITIES, INC. Jan 31, D:\JWD\ E901.dwg

This is NOT a Survey.

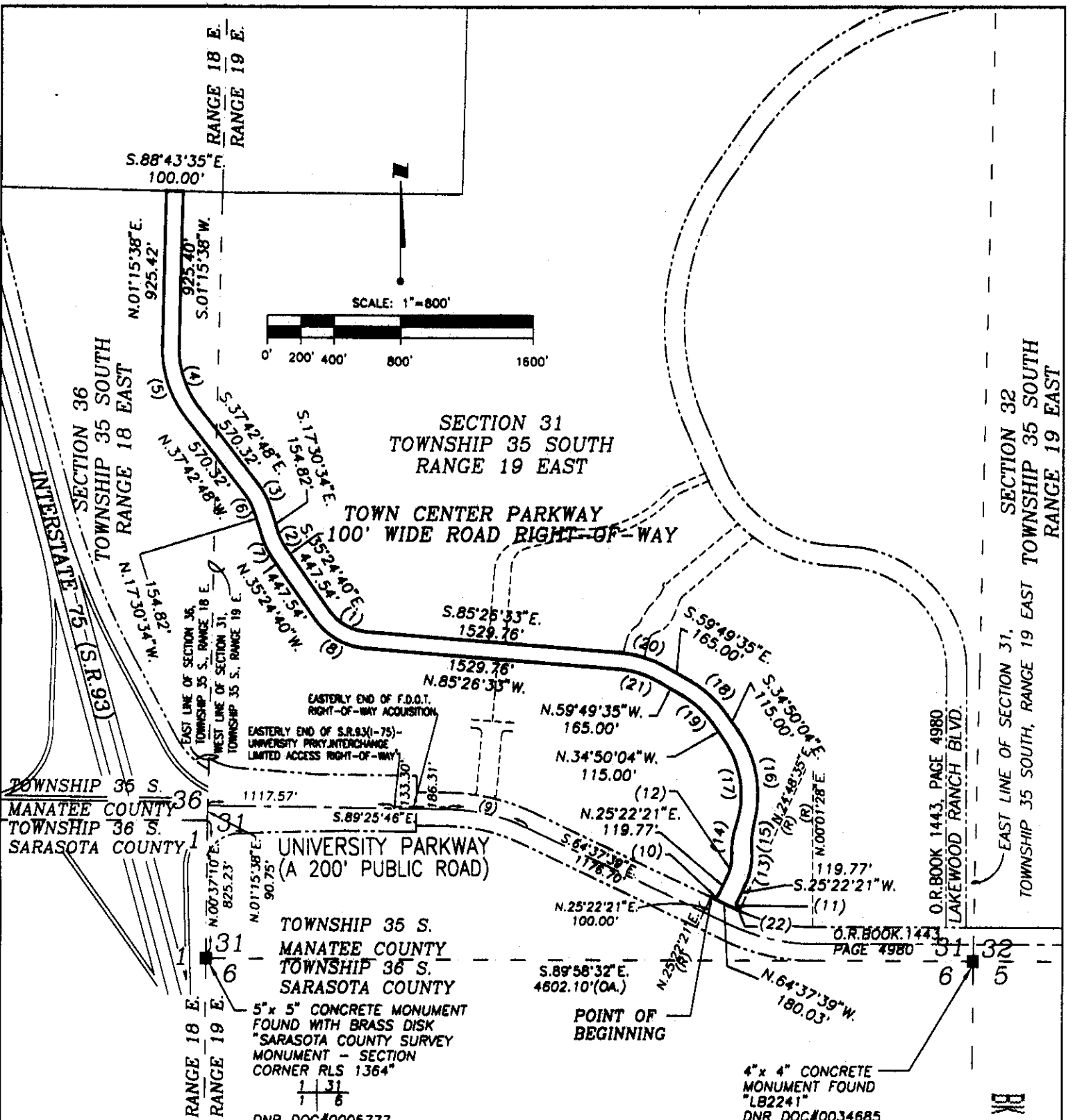
SKETCH & DESCRIPTION OF TOWN CENTER, A PARCEL LYING IN SECTION 36, TOWNSHIP 35 S., RANGE 18 E. AND SECTIONS 31 & 32, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WILSON, MILLER, BARTON & PEEK, INC.

ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
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WORK ORDER NO. SSSLD	DRAWN BY: JWD	CHECKED BY: RRC	CAD FILE: 2670E	PROJECT NO:	SHEET OF	DRAWING INDEX NO:	REV:
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CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	300.00'	50°01'53"	261.96'	139.99'		°E.
2		'07"	109.36'	55.13'		°E.
3	450.00'	20°12'14"	158.68'	80.17'	157.86'	S.27°36'41"E.
4	600.00'				400.31'	S.18°13'35"E.
5	700.00'	38°58'26"	476.16'	247.70'	467.03'	N.18°13'35"W.
6	350.00'	20°12'14"	123.42'	62.36'	122.78'	N.27°36'41"W.
7		'07"	140.60'	70.88'	140.03'	N.26°27'37"W.
8	400.00'	50°01'53"	349.28'	186.66'	338.29'	N.60°25'37"W.
9	1150.00'	24°48'07"	497.80'	252.86'	493.93'	S.77°01'42"E.
10	-35.00'	90°00'00"	54.98'	35.00'	49.50'	N.70°22'21"E.
11	-35.00'	90°33'46"	55.32'	35.35'		°E.
12	300.00'	28°09'14"	147.41'	75.23'	145.93'	N.11°17'44"E.
13	420.00'	29°12'19"	214.09'	109.42'	211.77'	S.10°46'12"W.
14	420.00'	21°56'42"	160.87'	81.43'	159.88'	N.08°11'28"E.
15		'17"			170.86'	S.05°06'12"W.
16	680.00'	48°52'25"	580.04'	308.99'	562.62'	S.10°23'51"E.
17	580.00'	53°59'56"	546.63'	295.51'	526.61'	N.07°50'08"W.
18	680.00'	24°59'31"	296.61'	150.70'	294.26'	S.47°19'50"E.
19	580.00'	24°59'31"	252.99'	128.54'	250.99'	N.47°19'50"W.
20	680.00'	25°36'58"	304.02'	154.59'	301.49'	S.72°38'04"E.
21	580.00'	25°36'58"	259.31'	131.86'	257.16'	N.72°38'04"W.
22	1050.00'	00°33'46"	10.31'	5.16'	10.31'	N.64°54'32"W.

FOR: SMR COMMUNITIES, INC.

SKETCH & DESCRIPTION OF TOWN CENTER PARKWAY IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 19 EAST & SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

WILSON MILLER

PLANNING, ENVIRONMENTAL & CONSULTANTS ENGINEERS
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TASK CODE: LCS00	DRAWN BY: JWD	CHKD BY: RRC	CAD FILE: 265920SK	PROJECT NO: 2659-301-00X	SHEET 1 OF 3	DRAWING INDEX NO:	REV:
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BK 1524 PG 6202 104 of 132

This is NOT a Survey.

Description of Town Center Parkway:

A parcel of land lying in Section 36, Township 35 South, Range 18 East and Section 31, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 31; thence along the west line of said Section 31, N.00°37'10"E., a distance of 825.23 feet to the southeast corner of the above mentioned Section 36; thence N.01°15'38"E., along the west line of Section 31, a distance of 90.75 feet to the intersection with the centerline of University Parkway, as shown on Florida Department of Transportation right-of-way maps Section 17075-2410; thence S.89°25'46"E., along the centerline of said University Parkway, a distance of 1117.57 feet to the intersection with the easterly end of State Road No. 93 (Interstate 75) - University Parkway interchange Limited Access Right-of-Way as shown on said Florida Department of Transportation right-of-way maps; thence continue S.89°25'46"E., along the centerline of said University Parkway, a distance of 133.30 feet to the intersection with the easterly end of the Florida Department of Transportation right-of-way acquisition line as shown on said Florida Department of Transportation right-of-way maps; thence continue S.89°25'46"E., along said centerline of University Parkway, a distance of 186.31 feet to the point of curvature of a curve to the right, having a radius of 1150.00 feet and a central angle of 24°48'07"; thence southeasterly along the arc of said curve, an arc length of 497.80 feet to the point of tangency of said curve; thence S.64°37'39"E., a distance of 1176.70 feet; thence N.25°22'21"E., a distance of 100.00 feet to a point on the north right-of-way line of University Parkway (a 200-foot wide public road) as recorded in Official Record Book 1443, Page 4980, also being on a curve to the left of which the radius point lies N.25°22'21"E., a radial distance of 35.00 feet for a POINT OF BEGINNING; thence northeasterly along the arc of said curve through a central angle of 90°00'00", an arc length of 54.98 feet to the point of tangency of said curve; thence N.25°22'21"E., a distance of 119.77 feet to the point of curvature of a curve to the left, having a radius of 300.00 feet and a central angle of 28°09'14"; thence northerly along the arc of said curve, an arc length of 147.41 feet to the point of reverse curvature of a curve to the right, having a radius of 420.00 feet and a central angle of 21°56'42"; thence northerly along the arc of said curve, an arc length of 160.87 feet to the point of reverse curvature of a curve to the left, having a radius of 580.00 feet and a central angle of 53°59'56"; thence northwesterly along the arc of said curve, an arc length of 546.63 feet to the point of tangency of said curve; thence N.34°50'04"W., a distance of 115.00 feet to the point of curvature of a curve to the left, having a radius of 580.00 feet and a central angle of 24°59'31"; thence northwesterly along the arc of said curve, an arc length of 252.99 feet to the point of tangency of said curve; thence N.59°49'35"W., a distance of 165.00 feet to the point of curvature of a curve to the left, having a radius of 580.00 feet and a central angle of 25°36'58"; thence westerly along the arc of said curve, an arc length of 259.31 feet to the point of tangency of said curve; thence N.85°26'33"W., a distance of 1529.76 feet to the point of curvature of a curve to the right, having a radius of 400.00 feet and a central angle of 50°01'53"; thence northwesterly along the arc of said curve, an arc length of 349.28 feet to the point of tangency of said curve; thence N.35°24'40"W., a distance of 447.54 feet to the point of curvature of a curve to the right, having a radius of 450.00 feet and a central angle of 17°54'07"; thence northerly along the arc of said curve, an arc length of 140.60 feet to the point of tangency of said curve; thence N.17°30'34"W., a distance of 154.82 feet to the point of curvature of a curve to the left, having a radius of 350.00 feet and a central angle of 20°12'14"; thence northerly along the arc of said curve, an arc length of 123.42 feet to the point of tangency of said curve; thence N.37°42'48"W., a distance of 570.32 feet to the point of curvature of a curve to the right, having a radius of 700.00 feet and a central angle of 38°58'26"; thence northerly along the arc of said curve, an arc length of 476.16 feet to the point of tangency of said curve; thence N.01°15'38"E., a distance of 925.42 feet; thence S.88°43'35"E., a distance of 100.00 feet; thence S.01°15'38"W., a distance of 925.40 feet to the point of curvature of a curve to the left, having a radius of 600.00 feet and a central angle of 38°58'26"; thence southerly along the arc of said curve, an arc length of 408.13 feet to the point of tangency of said curve; thence S.37°42'48"E., a distance of 570.32 feet to the point of curvature of a curve to the right, having a radius of 450.00 feet and a central angle of 20°12'14"; thence southerly along the arc of said curve, an arc length of 158.68 feet to the point of tangency of (continued on sheet 3)

BK 1524 PG 6203 105 of 132

FOR: SMR COMMUNITIES, INC.

This is NOT a Survey.

SKETCH & DESCRIPTION OF TOWN CENTER PARKWAY IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 19 EAST & SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

WILSON MILLER

PLANNING, ENVIRONMENTAL & CONSULTANTS, ENGINEERS, SURVEYORS, LANDSCAPE ARCHITECTS & CONSTRUCTION MANAGERS
100 South Mahanock Road, Sarasota, Florida 34236-1100 Phone (941) 571-0000 Fax (941) 577-0000
Web Site: www.wilsonmiller.com E-mail: wmsara@wilsonmiller.com

TASK CODE: LCS00	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 265920SK	PROJECT NO: 2670-301-00X	SHEET 2 OF 3	DRAWING INDEX NO: 10	REV:
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Description of Town Center Parkway: (continued)

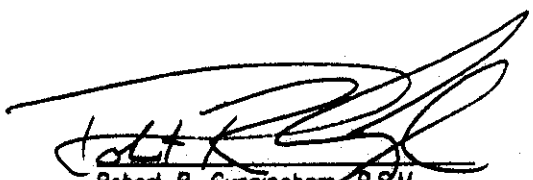
said curve; thence S.17°30'34"E., a distance of 154.82 feet to the point of curvature of a curve to the left, having a radius of 350.00 feet and a central angle of 17°54'07"; thence southerly along the arc of said curve, an arc length of 109.36 feet to the point of tangency of said curve; thence S.35°24'40"E., a distance of 447.54 feet to the point of curvature of a curve to the left, having a radius of 300.00 feet and a central angle of 50°01'53"; thence southeasterly along the arc of said curve, an arc length of 261.96 feet to the point of tangency of said curve; thence S.85°26'33"E., a distance of 1529.76 feet to the point of curvature of a curve to the right, having a radius of 680.00 feet and a central angle of 25°36'58"; thence southeasterly along the arc of said curve, an arc length of 304.02 feet to the point of tangency of said curve; thence S.59°49'35"E., a distance of 165.00 feet to the point of curvature of a curve to the right, having a radius of 680.00 feet and a central angle of 24°59'31"; thence southeasterly along the arc of said curve, an arc length of 296.61 feet to the point of tangency of said curve; thence S.34°50'04"E., a distance of 115.00 feet to the point of curvature of a curve to the right, having a radius of 680.00 feet and a central angle of 48°52'25"; thence southerly along the arc of said curve, an arc length of 580.04 feet to the point of reverse curvature of a curve to the left, having a radius of 550.00 feet and a central angle of 17°52'17"; thence southerly along the arc of said curve, an arc length of 171.55 feet to the point of reverse curvature of a curve to the right, having a radius of 420.00 feet and a central angle of 29°12'19"; thence southerly along the arc of said curve, an arc length of 214.09 feet to the point of tangency of said curve; thence S.25°22'21"W., a distance of 119.77 feet to the point of curvature of a curve to the left, having a radius of 35.00 feet, a central angle of 90°33'46"; thence southeasterly along the arc of said curve, an arc length of 55.32 feet to a point on the aforementioned northerly right-of-way line of University Parkway, said point being a point on a curve to the right, of which the radius point lies N.24°48'35"E., a radial distance of 1050.00 feet; the following 2 calls are along said northerly right-of-way line of University Parkway; thence along the arc in a northwesterly direction, passing through a central angle of 0°33'46", an arc length of 10.31 feet to the point of tangency of said curve; thence N.64°37'39"W., a distance of 180.03 feet to the POINT OF BEGINNING.

Parcel contains 663,586 square feet or 15.2338 acres, more or less.

BK 1524 PG 6204 106 of 132

NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 31, BEING S.89°58'32"E..
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

7-11-97
Date of Signature

Jul 11, [redacted] M:\OSDWG\ [redacted] K.dwg

This is NOT a Survey.

FOR: SMR COMMUNITIES, INC.

SKETCH & DESCRIPTION OF TOWN CENTER PARKWAY IN
SECTION 31, TOWNSHIP 35 SOUTH, RANGE 19 EAST &
SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

WILSON MILLER
PLANNING, ENGINEERING & CONSULTANTS, ENGINEERS,
SURVEYORS, LANDSCAPE ARCHITECTS & CONSTRUCTION MANAGERS
100 South Deborah Road, Sarasota, Florida 34236-2000 Phone (941) 571-9999 Fax (941) 577-9999
Web Site: www.wilsonmiller.com E-mail: sarasota@wilsonmiller.com

TASK CODE: LCS00	DRAWN BY: JWD	CHKED BY: RRC	CAD FILE: 265920SK	PROJECT NO: 2670-301-00X	SHEET 3 OF [redacted]	DRAWING INDEX NO: [redacted]	REV:
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EXHIBIT C TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
LAKEWOOD RANCH TOWN CENTER

COPY OF ARTICLES OF INCORPORATION
OF LAKEWOOD RANCH TOWN CENTER
OWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz.:

ARTICLE I

NAME OF CORPORATION AND MAIL ADDRESS

The name of this corporation shall be:

LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association." The mailing address of the corporation shall be 7550 Lorraine Road, Bradenton, FL 34202.

The Association is not a condominium association under Chapter 718, Florida Statutes.

ARTICLE II

PURPOSES

The purposes for which this Association is organized are:

A. To promote the health, safety and social welfare of the owners of all lots, tracts, or parcels of land (referred to herein as "Parcels") located within the development known as Lakewood Ranch Town Center (referred to herein as "Lakewood Ranch Town Center") that are, or hereafter may be, subject to the terms of the "Declaration of Covenants and Restrictions of Lakewood Ranch Town Center" (referred to herein as the "Declaration") to be recorded in the Public Records of Manatee County, Florida. ALL TERMS USED HEREIN WHICH ARE DEFINED IN THE DECLARATION SHALL BE USED HEREIN WITH THE SAME MEANINGS AS DEFINED IN THE DECLARATION.

B. To operate, manage, maintain and control the usage of all land and water areas and Improvements intended for the common usage of Parcel Owners in Lakewood Ranch Town Center, including, without limitation, such private roads, sidewalks, pedestrian,

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1023 Manatee Avenue West
Bradenton, FL 34205
941-748-0151 Fax 941-748-0158

EXHIBIT "C"

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bicycle and other pathways, lakes, docks, water retention and management areas, landscaping conservation areas, easement areas, and other similar common areas (and the Improvements thereon) as may be set aside by the Declarant of Lakewood Ranch Town Center and transferred or assigned from time to time to the Association for the common use or benefit of the Parcel Owners in Lakewood Ranch Town Center, and/or for the purpose of operation and maintenance by the Association.

C. To furnish or otherwise provide for the private security, street lighting, and such other services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

D. To provide, purchase, acquire, replace, improve, maintain and repair such Improvements to the Common Areas, including, without limitation, buildings, structures, streets, sidewalks, street lights, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable for the promotion of the health, safety, and social welfare of the members of the Association.

E. To carry out all the duties and obligations assigned to it under the terms of the Declaration.

F. To carry out all the duties and obligations assigned and/or imposed on it by any Development Order referred to herein as "Development Order") adopted pursuant to Chapter 380, Florida Statutes, regarding development of all or a portion of Lakewood Ranch Town Center or pursuant to any other Governmental Regulation.

G. To operate without profit and for the sole and exclusive benefit of its Members.

ARTICLE III

GENERAL POWERS

The powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other act necessary or expedient for carrying on any and all of the

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objects and purposes set forth in these Articles of Incorporation and not prohibited by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all Parcels which are subject to Assessment pursuant to the aforesaid Declaration for the purposes of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Parcel subject to Assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such Assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, by-laws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, operated, maintained or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

J. To perform any act required or contemplated of it under any Development Order or other Governmental Regulation or Use Restriction.

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K. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

L. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of Association property, and to enter into any other agreement consistent with the purposes of the Association, including but not limited to, agreements with respect to the installation, maintenance and operation of a telecommunications receiving and distribution system and surveillance services system, and for professional management and to delegate to such professional management certain powers and duties of the Association.

ARTICLE IV

MEMBERS/VOTING

Membership in the Association, the designation of Membership Classification(s), if any, the qualifications and rights of Members, quorum and voting requirements for meetings and activities of the Members, and notice requirements sufficient to provide notice of meetings and activities of the Members shall be in accordance with and subject to the provisions set forth in the By-Laws of the Association.

ARTICLE V

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the By-Laws of the Association, but in no event shall there be less than three (3) Directors. The Directors may, but need not be residents of the State of Florida.

B. All Directors shall serve for such terms as may be provided from time to time in the By-Laws. Directors shall be appointed, elected, removed, or replaced as the case may be, as provided from time to time in the By-Laws. Vacancies in the Board of Directors which occur prior to the normal expiration of a Director's terms shall be filled as provided from time to time in the By-Laws.

C. The names and addresses of the persons constituting the first Board of Directors who shall hold office until their

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successors are elected or appointed and have qualified, are as follows:

C. John Clarke
7550 Lorraine Road
Bradenton, FL 34202

Roger F. Postlethwaite
7550 Lorraine Road
Bradenton, FL 34202

Rex E. Jensen
7550 Lorraine Road
Bradenton, FL 34202

ARTICLE VI

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the By-Laws.

B. The names of the officers who are to manage the affairs of the Association until their successors are duly elected and qualified, are as follows:

- | | |
|-----------------|------------------------|
| President- | Roger F. Postlethwaite |
| Vice President- | C. John Clarke |
| Secretary- | Rex E. Jensen |
| Treasurer- | Kitt E R. Kearney |

ARTICLE VII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

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ARTICLE VIII

BY-LAWS

The first Board of Directors of the Association shall adopt By-Laws consistent with these Articles. Thereafter, the By-Laws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such By-Laws.

ARTICLE IX

AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or replaced by resolution of the Board of Directors. No amendment affecting the rights of Declarant shall be effective without prior written consent of Declarant.

ARTICLE X

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at 7550 Lorraine Road, Bradenton, Florida 34202, and the registered agent at such address shall be Kitt E R. Kearney. The corporation may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XI

INCORPORATOR

The name and street address of the Incorporator of this corporation is as follows:

REX E. JENSEN
7550 Lorraine Road
Bradenton, FL 34202

ARTICLE XII

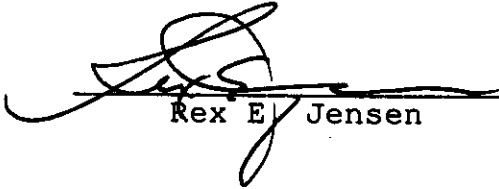
INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director

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be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

IN WITNESS WHEREOF, the aforesaid Incorporator has hereunto set his hand and seal this 9th day of July, 1997.

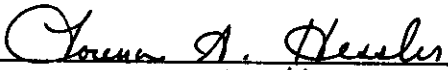

Rex E. Jensen

STATE OF FLORIDA)
) SS
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 9th day of July, 1997, by Rex E. Jensen, as Incorporator of LAKEWOOD TOWN CENTER OWNERS ASSOCIATION, INC. on behalf of the Association. He is personally known to me or who produced _____ as identification and did not take an oath.



LORENA A. HESSLER
MY COMMISSION # CC383982 EXPIRES
June 16, 1998
BONDED THRU TROY FARM INSURANCE, INC.


LORENA A. HESSLER
(*Print Name of Notary Public)
Notary Public-State of Florida
My Commission Expires: June 16, 1998
My Commission Number: CC 383982

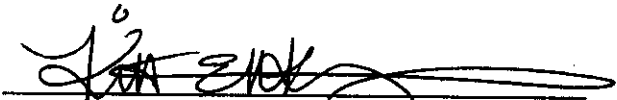
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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, at City of Bradenton, County of Manatee, State of Florida, the corporation named in said articles has named Kitt E R. Kearney, located at 7550 Lorraine Road, Bradenton, Florida 33402 - as its statutory registered agent.

Second -- Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


REGISTERED AGENT

DATED this 10 day of July, 1997.

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EXHIBIT D TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
LAKEWOOD RANCH TOWN CENTER

COPY OF BY-LAWS
OF LAKEWOOD RANCH TOWN CENTER
OWNERS ASSOCIATION, INC.

BY-LAWS OF

LAKWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC.

The LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association," does hereby adopt the following as its By-Laws:

ARTICLE I
IDENTITY AND DEFINITIONS

The Association has been organized for the purpose of the architectural control and the operation, improvement, and management of certain of the Common Areas and Community Systems of the multi-use development in Manatee County known as Lakewood Ranch Town Center (referred to herein as "Lakewood Ranch Town Center"), to enforce the Declaration described below, and to promote the health, safety and welfare of the owners of all Parcels located within Lakewood Ranch Town Center that are, or hereafter may be, subject to the terms of the Declaration. The terms and provisions of these By-Laws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions, and authorization set forth in the Declaration of Covenants and Restrictions for LAKEWOOD RANCH TOWN CENTER (the "Declaration") executed by SCHROEDER-MANATEE RANCH, INC., a Delaware corporation ("Declarant"), which will be recorded in the Public Records of Manatee County, Florida.

ALL TERMS USED HEREIN WHICH ARE DEFINED IN THE DECLARATION SHALL BE USED HEREIN WITH THE SAME MEANINGS AS DEFINED IN THE DECLARATION.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 7550 Lorraine Road, Bradenton, Florida, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III
MEMBERSHIP, VOTING, QUORUM AND PROXIES

A. The qualification of Members, the manner of their admission to membership, and voting by Members shall be as follows:

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1. The membership of the Association shall be comprised of the Owners, including Declarant. Membership shall be established as hereinafter set forth.

2. There shall be initially ten (10) classes of Members: Residential Members, Church Members, Medical Members, Office Members, Commercial/Retail Members, Office/Warehouse Members, Hotel Members, Civic Members, Recreational Members, and Declarant. As of the date of conveyance of a Parcel from Declarant to a Member and thereafter as of the first day of each fiscal year of the Association, the Board of Directors shall determine, establish and assign the then current Membership Classification for each Owner's Parcel (or each Subassociation Unit within a Subassociation Project) for purposes of identifying the Membership Classification for such Owner's Parcel (or each Subassociation Unit within a Subassociation Project) for each fiscal year as being a Church Parcel, Medical Parcel, Residential Parcel, Office Parcel, Commercial/Retail Parcel, Office/Warehouse Parcel, Hotel Parcel, Civic Parcel or Recreational Parcel. In the event the actual current uses of a Parcel (or the Subassociation Units within a Subassociation Project) on the first day of the fiscal year falls within more than one Membership Classification, the Board, in its sole and absolute discretion, shall determine the use being used the most by occupants within the Parcel or Subassociation Project, as applicable, which shall then be the Membership Classification used for the entire Parcel or Subassociation Project, as applicable. Once a Parcel becomes part of a Subassociation Project, the membership rights of the Parcel Owner shall automatically be transferred to the Subassociation for such Subassociation Project. Membership in each of the following Membership Classifications shall be established as follows:

(a) Office Membership shall be established effective immediately upon a Person, subject to the provisions of Subparagraph 3 below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Office Parcel from time to time by the Board of Directors.

(b) Commercial/Retail Membership shall be established effective immediately upon a Person, subject to the provisions of Subparagraph 3, below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Commercial/Retail Parcel from time to time by the Board of Directors.

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- (c) Office Warehouse Membership shall be established effectively upon a Person, subject to the provisions of Subparagraph 3, below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Office/Warehouse Parcel from time to time by the Board of Directors.
- (d) Hotel Membership shall be established effectively upon a Person, subject to the provisions of Subparagraph 3, below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Hotel Parcel from time to time by the Board of Directors.
- (e) Civic Membership shall be established effectively upon a Person, subject to the provisions of Subparagraph 3, below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Civic Parcel from time to time by the Board of Directors.
- (f) Recreational Membership shall be established effective immediately upon a Person, subject to the provisions of Subparagraph 3, below, acquiring fee simple title to a Recreational Parcel whose Membership Classification is designated as a Recreational Parcel from time to time by the Board of Directors.
- (g) Church Membership shall be established effectively upon a person, subject to provisions of Subparagraph 3, below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Church Parcel from time to time by the Board of Directors.
- (h) Medical Membership shall be established effectively upon a person, subject to provisions of Subparagraph 3, below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Medical Parcel from time to time by the Board of Directors.
- (i) Residential Membership shall be established effectively upon a person, subject to provisions of Subparagraph 3, below, acquiring fee simple title to a Parcel whose Membership Classification is designated as a Residential Parcel from time to time by the Board of Directors.
- (j) Declarant's Membership in the Association shall be established effective immediately upon the creation of the Association, and until the establishment and effectiveness of any other Members, the membership of the Association shall be comprised solely of Declarant.

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3. Membership in any particular Membership Classification, once established with regard to any Parcel as provided in Paragraph 2 immediately above and subject to the rights being exercised by Subassociations for Parcels within Subassociation Projects, shall pass with title to the Parcel in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Parcel and such Membership Classification shall continue for such Parcel until the Board of Directors changes the Membership Classification for such Parcel in accordance herewith. Upon the transfer of the fee simple title to a Parcel establishing a Member's membership pertaining to such Parcel, such membership pertaining to the Parcel shall automatically be transferred to the new fee simple title owner of such Parcel. The new Member shall present the Association with a copy of the recorded deed or other muniment of title conveying title to the Parcel.
4. Voting Rights. The voting rights of the Members shall be as follows:
- (a) Voting Interest. Each Member shall possess the Voting Interests such Member is entitled to, as set forth in Article IV of the Declaration.
 - (b) The Members who belong to each class of Membership in the Association shall cast their Voting Interests as follows:
 - (i) Declarant. Declarant shall cast its Voting Interests at meetings of the Members in person or by written proxy and/or ballot, as applicable. Nothing herein contained shall require that Declarant cast in the same manner all the Voting Interests it is entitled to cast as a Member, and Declarant may cast fewer than the total number of Voting Interests it possesses.
 - (ii) Other Membership Classifications. Subject to Paragraph 4.b.(iii) below, each Member of each Membership Classification shall cast its Voting Interest(s) at meetings of the Members in person or by written proxy and/or ballot, as applicable. Nothing herein contained shall require that any particular Member cast in the same manner all of the Voting Interests which he is entitled to cast, and such Member may cast fewer than the total

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number of Voting Interests possessed by such Member.

(iii) Subassociations. Once a Parcel becomes part of a Subassociation Project, the Membership Classification, Voting Shares, and Assessment Shares of the Parcel Owner shall automatically be transferred to the Subassociation for such Subassociation Project, which Association shall cast its Voting Interest(s) through its Representative. Nothing herein contained shall require that a Representative cast in the same manner all of the Voting Interests which he is entitled to cast at meetings of the members of the Subassociation, and the Representative may cast fewer than the total number of Voting Interest possessed by the Subassociation he/she represents.

5. Each and every Member (and the Subassociation Unit Owners) shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Documents.

B. A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing at least one-third (1/3) of the total Voting Interests of the Members of the Association as determined in the manner set forth in the Declaration.

C. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

D. The number of votes to which any Member or Representative is entitled at any meeting of Members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than ninety (90) days or less than twenty (20) days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of Members, the record date for such meeting shall be the date which is forty-five (45) days prior to the date of such meeting. The determination of the number of votes to which any Member or Representative is entitled as of the record date shall be final, and no conveyance or acquisition of any Parcel arising after such record date shall be taken into consideration in determining the number of votes to which such Member or Representative is entitled at such meeting.

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E. Except where otherwise required by the provisions of the Articles of Incorporation, these By-Laws, or the aforesaid Declaration, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total Voting Interests of the Association represented at any duly called Members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all Members.

F. The Association shall be entitled to give all notices required to be given to the Members of the Association by these By-Laws, the Articles of Incorporation, said Declaration to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV
ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. An annual meeting of the membership of the Association shall be held each year during February or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors (if the Members other than Declarant have the right to elect directors) and transacting any other business authorized to be transacted by the Members.

B. Special meetings of the Members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from Members of the Association whose Voting Interests represent more than thirty-five percent (35%) of the total Voting Interests of the Association.

C. Notice to all Members' meetings, annual or special, shall be given by the President, Vice-President or Secretary or by such other officer or agent of the Association as may be designated by the Board of Directors. Such notice shall be written or printed and shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than twenty (20) days nor more than ninety (90) days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid,

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addressed to the Member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the personal giving the notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member.

D. If any Members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws, or said Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

E. At meetings of the membership, the President or, in his absence, the Vice-President, shall preside, or in the absence of both, the Board of Directors shall select a chairman to preside.

ARTICLE V **BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of at least three and not more than seven Directors until such time as the Members other than Declarant have the right to elect directors, at which time the numbers Directors shall be established as eleven. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

B. Unless Declarant voluntarily relinquishes the right to appoint all or some of the Board of Directors at an earlier date, until the Turnover Date, Declarant shall have the right to appoint all of the members of the Board of Directors and there shall be no elections of the Board. At the first annual meeting of the Members following the date Declarant voluntarily relinquishes its right to appoint all or some of the Board of Directors or after the Turnover Date, as applicable, the Members shall elect the applicable number of members of the Board of Directors to be elected. The procedures for such election shall be as follows:

1. The Board of Directors shall be expanded to eleven (11) and to the extent a particular Membership Classification has

been established by Board for the year in which the election takes place, the Church Members shall elect one Board Member, the Medical Members shall elect one Board Member, the Residential Members shall elect one Board Member, the Office Members shall elect one Board Member, the Commercial/Retail Members shall elect one Board Member, the Office/Warehouse Members shall elect one Board Member, the Hotel Members shall elect one Board Member, the Civic Members shall elect one Board Member and the Recreational Members shall elect one Board Member. In addition, after the Turnover Date and for so long as Declarant owns any interest in the Total Property, Declarant shall have the right, but not the obligation, to designate one Board Member. ANY ELECTION FOR A BOARD MEMBER NOT TO BE ELECTED BY THE MEMBERS OF A PARTICULAR MEMBERSHIP CLASSIFICATION OR APPOINTED BY DECLARANT SHALL BE AN ELECTION AT LARGE BY ALL OF THE MEMBERS INCLUDING DECLARANT.

2. The term of each elected Board Member shall be a one year term until the next annual meeting of the Members. Board Members named by Declarant shall serve at the discretion of Declarant, and in the event of vacancies of such Board Members, such vacancies shall be filled by the person designated by Declarant. The fact that the Owners have not elected or refuse to elect Board Members shall not interfere with the right of Board Members designated by Declarant to resign.
3. All Board Members elected by Church Member, Medical Member, Residential Member, Office Members, Commercial/Retail Members, Office/Warehouse Members, Hotel Members, Civic Members or Recreational Members must be either a Member of the applicable Membership Classification, or a partner, officer, director or employee of a Member of the applicable Membership Classification.
4. Election to the Board shall be by written ballot as hereinafter provided. At such election, Declarant and the Members may cast as many votes as they are entitled to exercise under the provisions of the Documents for each vacancy on the Board for which they are entitled to vote. The persons receiving the largest number of votes for each vacancy shall be elected. There shall be no cumulative voting for Directors. Nothing contained herein shall be in derogation of Declarant's right to appoint the Board of Directors as set forth herein.
5. Nominations for elections of Board Members to the Board by the Church Member, Medical Member, Residential Member, Office Members, Commercial/Retail Members, Office/Warehouse

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Members, Hotel Members, Civic Members, and Recreational Members may be made by motion at the meeting at which such election takes place and by Nominating Committees for each such Membership Classification as hereinafter set forth, or in the absence of such Nominating Committees or if a particular Membership Classification has no Members because no Parcel has been designated with such Membership Classification, shall be made by the Board. Provided that requisite number of applicable Members volunteer in a timely fashion to serve on the appropriate Nominating Committee, the Board shall establish the Nominating Committees in accordance with Article V, Paragraph 6 below.

6. There shall be a Nominating Committee for each Membership Classification. Each Nominating Committee shall consist of a chairperson, who shall be a member of the Board and belongs to such class of Membership, and two (2) or more Members of the Association who belong to the applicable class of Membership. Each Nominating Committee shall be appointed by the Board prior to the Turnover Date and thereafter prior to each annual Members' meeting (as set forth in Article IV above) of which Board Members are to be elected to serve from the date appointed until the close of the annual Members' meeting at which the election takes place. Each Nominating Committee shall make as many nominations for election of Board Members to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled by nominations from such Nominating Committee. Nominations shall be placed on a written ballot as provided in Subparagraph 7 below and shall be made in advance of the time fixed in Subparagraph 7 below for the mailing of such ballots to Members.
7. All elections to the Board shall be made by written ballot which shall:
 - a. describe the vacancies to be filled by each Membership Classification;
 - b. set forth the names of those nominated by the Nominating Committees for such vacancies; and
 - c. contain space for write-in votes.

Such ballots shall be prepared and mailed by the Secretary to each Member and each Subassociation Representative, at least sixty (60) days in advance of the date set forth therein for the annual meeting or special meeting called for elections. The completed ballots may then be returned by each Member and Subassociation

Representative, by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

8. An Election Committee, which shall consist of the members of each of the Nominating Committees or in the absence of such Nominating Committees, the Board shall count the votes and establish such procedures as may be reasonable and appropriate to insure that only those Members who have the right to vote are able to cast votes and that the vote of any Member or his proxy shall not be disclosed to anyone. The ballots shall not be destroyed for at least thirty (30) days.

C. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director shall be filled by the Board of Directors, except that until the Turnover Date, Declarant, its successors or assigns to the exclusion of other members and the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Declarant. A Director appointed to fill a vacancy, whether by the Board or Declarant, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected at the next annual meeting or appointed, as applicable. If the vacancy on the Board of Directors is a director elected by the Members of a particular Membership Classification, the person appointed to fill such vacancy shall be either a Member of such Membership Classification or an officer, director or employee a Member of such Membership.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ARTICLES OF THESE BY-LAWS, PURSUANT TO THE TERMS OF THE DECLARATION, DECLARANT HAS RESERVED THE RIGHT TO ESTABLISH ADDITIONAL MEMBERSHIP CLASSIFICATIONS, AND IN CONNECTION THEREWITH TO EXPAND THE NUMBER OF THE BOARD OF DIRECTORS TO AN ODD NUMBER IN EXCESS OF ELEVEN SO AS TO ALLOW EACH MEMBERSHIP CLASSIFICATION, INCLUDING THE ADDITIONAL MEMBERSHIP CLASSIFICATIONS ADDED BY DECLARANT, TO ELECT ONE MEMBER TO THE BOARD OF DIRECTORS, AND TO ALLOW DECLARANT TO APPOINT A MEMBER TO THE BOARD OF DIRECTORS IN ACCORDANCE HEREWITH. IN THE EVENT DECLARANT EXERCISES SUCH RIGHT, DECLARANT SHALL BE ALLOWED TO UNILATERALLY AMEND THESE BY-LAWS, WITHOUT THE JOINDER OR CONSENT OF ANY OTHER MEMBERS OR PERSON TO ADD SUCH MEMBERSHIP CLASSIFICATION AND TO CHANGE AND EXPAND THE NUMBER OF THE BOARD OF DIRECTORS.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. Including but not limited to the powers and duties set forth in the Declaration, the Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer, or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
4. To adopt and publish rules and regulations governing the use of any limited private roads and any Common Areas, or any portion thereof, which the Association is obligated to maintain and, also, governing the personal conduct of the Members and their guests, tenants, employees and invitees thereon, including reasonable admission charges if deemed appropriate.
5. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
6. To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.
7. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to the Members in said Declaration or in the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs.

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2. To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.
3. With reference to assessments of the Association:
 - (a) To fix the amount of the Assessment against each Parcel and Subassociation Project for each fiscal year in accordance with the provisions of said Declaration, the Articles of Incorporation, and these By-Laws; and
 - (b) To prepare a roster of the Members and Assessments thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and,
 - (c) To send written notice of each Assessment to every Member subject thereto.
4. To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any Assessment has been paid; and, if not, the amount then due and owing. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
5. To make payment of all ad valorem taxes assessed against Association property, real or personal, and the Common Areas.
6. To pay all expenses incurred by the Association for repairs, maintenance, services, insurance, and other operating expenses.
7. To enforce by appropriate legal or equitable means the provisions of said Declaration, the Articles of Incorporation and these By-Laws.

ARTICLE VII
MEETINGS OF DIRECTORS

A. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of Members.

B. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

C. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

D. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived.

E. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VIII OFFICERS

A. The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

B. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier death, resignation, or removal.

C. A vacancy in any office because of death, resignation, removal or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

D. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

E. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds, and all other written instruments.

F. The Vice-President, or the Vice-President so designated by the Board of Directors if there is more than one Vice-President, shall perform all the duties of the President in his absence. The Vice-President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

G. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the Members of the Association together with their addresses as registered by such Members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a Budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member.

I. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

ARTICLE IX
FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in said Declaration and Articles of Incorporation, shall be supplemented by the following provisions:

A. Once a Parcel becomes part of a Subassociation Project, the Assessment Shares assigned to such Parcel shall automatically be transferred to the Subassociation for such Subassociation Project.

B. The fiscal year of Association shall begin on January 1 of each calendar year and end on December 31 of the same calendar year.

C. The Board of Directors shall adopt a Budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual Assessment based thereon against each Parcel subject to Assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves, if any, are insufficient to cover expenditures for capital improvements or replacements.

D. Notices of the annual Assessment applicable to each Parcel subject thereto, together with a copy of the budget as adopted by the Board of Directors, shall be transmitted to each Member on or before December 15 of the year prior to the fiscal year for which the budget is made, and such Assessment shall be due and payable on the date(s) set forth by resolution of the Board of Directors and shall become delinquent after such date. Provided however, failure to forward such notice on or before December 15 shall not waive or affect the liability of each Member for payment of Assessments and each Member shall be obligated to continue paying Assessments in the amount set forth in the most recent budget notice forwarded to the Member until such times as the new notice is forwarded by the Board.

E. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special Assessment and the lien rights of the Association as security for the repayment of such loans.

F. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

G. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

H. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and

from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

ARTICLE X
OFFICIAL SEAL

The Association shall have an official seal, which shall be in circular form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE XI
BOOKS AND RECORDS

The books, records, and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association Members during regular business hours.

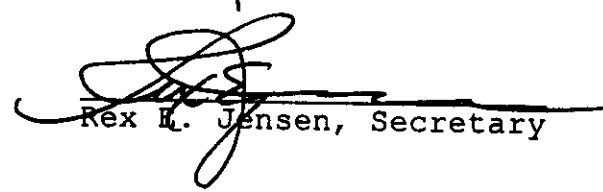
ARTICLE XII
AMENDMENTS

These By-Laws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment, or repeal is contained in the notice of such meeting. No amendment affecting Declarant shall be effective without the written consent of Declarant. In addition to the above, prior to the Turnover Date, Declarant may unilaterally, without the requirement of a meeting, vote or joinder of the Association or Members, amend these By-Laws in its sole discretion by executing a written amendment, filing such amendment with the Secretary of Association and recording a copy thereof in the Public Records of Manatee County, Florida.

The foregoing were adopted as the By-Laws of LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on JULY 14, 1997.



Roger R. Postlethwaite,
President



Rex E. Jensen, Secretary

[CORPORATE SEAL]