

**DECLARATION  
OF  
COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR  
WINDING CREEK SUBDIVISION**

This Declaration is made as of the 23<sup>RD</sup> day of JULY, 2002, by SYED ARIF (the "Declarant").

**WITNESSETH**

WHEREAS, Declarant owns certain real property in Manatee County, Florida, on which it intends to establish a residential community to be known and identified as WINDING CREEK SUBDIVISION (the "Subdivision"); and

WHEREAS, Declarant anticipates that it will develop the Subdivision in phases, and that upon completion the Subdivision will contain between 190 and 240 Lots, approximately; and

WHEREAS, Declarant owns the property in Manatee County, Florida, described on Exhibit A, attached hereto and made a part hereof (the "Initial Property"), which is hereby submitted to the terms of this Declaration as the Phase 1 of the Subdivision;

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

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## ARTICLE 1 DEFINITIONS

The recitals contained hereinabove are true and correct and are incorporated herein by reference. The following words and terms, when used in this Declaration or in any amendment or supplement thereto shall, unless the context clearly otherwise indicates, have the following meanings:

1.02 "**Articles**" means the Articles of Incorporation of the Association as they may be amended from time to time.

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

- (a) "**Regular Assessment**" means the recurring periodic Assessment for each Owner's share of the Common Expense.
- (b) "**Special Assessment**" means any Assessment made under the authority of this Declaration other than a Regular Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts reasonably necessary to supplement Regular Assessments, and amounts reasonably necessary to defray costs of acquiring, maintaining, operating, repairing or replacing Common Property.

1.04 "**Association**" means WINDING CREEK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

1.05 "**Board**" means the Board of Directors of the Association.

1.06 "**Bylaws**" means the Bylaws of the Association, as they are amended from time to time.

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

1.08 "**Common Expenses**" means the actual and estimated cost of the following:

- (a) Maintenance, repair, replacement, ownership and operation of the Common Property and any other area(s), to the extent the Association is responsible for the maintenance thereof pursuant to this Declaration.
- (b) Obligations of the Association in excess of revenues, whether attributable to unpaid Assessments or Special Charges or otherwise.
- (c) Administration and management of the Association.

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- (d) Any insurance obtained by the Association
- (e) Reasonable reserves as determined in accordance herewith.
- (f) Any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association, or in furtherance of the purpose of the Association, or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration, or by law.
- (g) Utility charges and deposits therefore in the carrying out of Association obligations hereunder, which may include electrical service and other charges to maintain and operate street lights within the Subdivision if such lighting is installed by Declarant or by the Association.

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

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

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

1.12 **"Declarant and/or Developer"** means SYED ARIF, or his successors or assigns as such Declarant/Developer.

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

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

1.15 **"Lot"** means a discrete lot or building parcel located within the Subdivision. Where one or more platted lots are reconfigured pursuant hereto, the term "Lot" means the reconfigured parcel. Developer has the right to reconfigure the lots prior to selling each lot.

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1.16 "**Member**" means a builder, contractor or other Owner who has purchased a Lot for the purpose of constructing improvements thereto for resale.

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

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

1.18 "**Plat**" means the subdivision plat(s) of the Property as recorded in the Public Records known as "Winding Creek Roadways Phase One". The Plat may designate the Subdivision as "Winding Creek Subdivision" followed by any appropriate phase number designation. This is a "rural subdivision" and all the roads are platted.

1.19 "**Property**" means the Initial Property at the time this Declaration is first recorded, and thereafter at any given time all lands then subject to this Declaration in accordance with Article 2.

1.20 "**Public Records**" means the Public Records of Manatee County, Florida.

1.21 "**Special Charge**" means a charge, other than an Assessment, levied by the Association in accordance herewith against a Lot and its Owner. Special Charges may include the cost of bringing a particular Owner or Lot into compliance with this Declaration, the Bylaws or rules made pursuant thereto, the cost of any service, material or combination thereof obtained by the Association for the use and benefit of such Owner and his Lot, as provided herein, or any fine levied against an Owner in accordance with this Declaration and the Bylaws.

1.22 "**Shared Rights**" means non-exclusive rights of owners and residents of a residential subdivision or development to have an enjoy the right to use specified facilities or property located in, or associated with, another residential subdivision or development.

1.23 "**Subdivision**" means the Property.

1.24 "**Surface Water Management System**" means all parts of that engineered system providing for the drainage and management of surface water within the Subdivision, as reflected in or contemplated by the Governmental Approvals, including but not necessarily limited to, any and all mitigation areas (including, but not necessarily limited to those permitted by the Southwest Florida Water Management District), lakes, retention and detention areas, culverts, ditches, piping, structures and other related areas, installations, facilities and

appurtenances. The Surface Water Management System shall include those easements reflected on the Plat and designated thereon as "Private Drainage Easement," "Drainage Easement," "Preservation and Drainage Easement," "Manatee County Conservation/Drainage Easement," and "Stormwater Retention Easement," as well as perpetual non-exclusive easements over all other parts of the Subdivision forming a part of the Surface Water Management System. Easements for the establishment, maintenance, inspection, existence and operation of the Surface Water Management System are hereby established, created, reserved and granted in favor of Declarant (prior to the Completion Date), the Association, government agencies having jurisdiction, and the Owners of all Lots served or benefited thereby. Each such easement shall include the reasonable right of access for the purposes of carrying out any maintenance or other obligations with respect to the Surface Water Management System.

1.25 **"Turnover Date"** means the earlier of the following dates:

- (a) Three (3) months after the date on which ninety-five percent (95%) of all Lots in all phases of the Subdivision have been conveyed; or
- (b) That date designated by Declarant in writing as the Turnover Date.

Other capitalized terms used in the Declaration shall have the meanings expressly given to them.

## ARTICLE 2 PROPERTY AND PHASE DEVELOPMENT

2.01 **Property Subject to Declaration.** The Initial Property is subject to this Declaration. Additional land may be subjected to the Declaration, and thereby become a part of the Property, (a) by Declarant, without consent of the Association or anyone else prior to the Turnover Date, or (b) by the owner of such land with the consent of (i) the Declarant prior to the completion Date and (ii) the Association thereafter. Association consent shall require approval by the Owners of sixty-seven (67%) percent of all Lots then in the Subdivision.

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

2.03 **Phase Development.** It is anticipated that the Subdivision will be developed in phases substantially as set out in the Site Plan. The Declarant has no obligation to submit additional phases, however, and the decision whether or not to submit a given phase, its size, location, timing of submission and the order of submission are within the sole discretion of the Declarant. Declarant may provide different improvement standards for different phases, in Declarant's discretion. If all anticipated phases contemplated by the Governmental approvals are added to the Subdivision, then there would be a maximum of 240 Lots within the Subdivision. For purposes of determining the Completion Date and the Turnover Date, the number of Lots ultimately to be subject to the Declaration shall be such maximum number. Declarant, however, reserved the right not to add phases(s) as above provided, and to increase or decrease such maximum number planned for the Subdivision.

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2.04 **Procedure for Submission.** Additional lands subjected to this Declaration pursuant to Section 2.01, whether a phase or otherwise, may be accomplished by a Supplemental Declaration, executed as required by Section 2.01, and recordation thereof among the Public Records. A Supplemental Declaration may modify any one or more of the improvement standards herein with respect to Lots in the phase thereby added, and may also provide additional or alternate terms and provisions applicable only to such phase.

### ARTICLE 3 MEMBERSHIP IN ASSOCIATION

3.01 **Membership.** Membership is appurtenant to the ownership of a Lot and terminates upon the termination of an Owner's interest in a Lot. Each Owner accepts membership and agrees to be bound by this Declaration, the Articles and By-Laws, copies of which are attached hereto as Exhibits "B" and "C", respectively, and the rules and regulations adopted pursuant thereto. There shall be no other Members except the Declarant prior to the Turnover Date.

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

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

### ARTICLE 4 COMMON PROPERTY

4.01 **General Description of Common Property.** The Common Property will include such real property and interests therein, with any improvements thereto, including easements, rights of way, licenses, use rights and servitudes, and items of tangible personal property, (a) that are now or may hereinafter be specifically set aside, designated, reserved, granted, assigned, transferred or deeded to the Association, or (b) that some use thereof or right therein is made available to the Association and/or its Members, or (c) that is otherwise established and designated as Common Property by Declarant, or by other with the written consent of Declarant

prior to the Completion Date, and with the written consent of the Association thereafter. Common Property may also be acquired by the Association after the Completion Date. Common Property shall include, but is not necessarily limited to, those ownership and other interests, improvements, systems, facilities, items and other things described as Common Property in this Declaration or any Supplemental Declaration or amendment hereto, or so designated on the Plat or in any instrument establishing, transferring or creating such interest or right.

4.02 **Development, Identification and Addition of Common Property.** Initial Common Property located within, or associated with, the Initial Property is described in this Declaration as originally recorded. Additional Common Property, or extensions to or enlargements of existing Common Property, will be located within, or be associated with, future phases of the Subdivision. Such additions to the common Property will be described in Supplemental Declarations adding future phases, Common Property or both, on the Plat as it may reflect the future phases, or in amendments to the Declaration.

4.03 **Uses and Purposes of Common Property.** It is anticipated that the Subdivision may contain Common Property committed to the following uses and purposes. This listing shall in no event preclude Common Property the use or purpose of which is other than listed herein, nor shall it limit the rights of Declarant otherwise set out in this Declaration.

(a) **Buffer Areas:**

- i. **Wetland Areas.** Certain areas of the Subdivision have been or may be identified as jurisdictional wetlands which, together with the required 75 foot buffer associated therewith (collectively a "Wetland Area")." Wetland Areas are buffers and must be preserved as such in accordance with the Governmental Approvals and other applicable laws, rules and regulations, and the terms of this Declaration. Prior to obtaining a permit, each Owner shall survey delineate all Wetland Areas and, established as an Conservation Easement in favor of Manatee County as set forth in Exhibit "D". Wetland Areas shall be maintained largely in their natural state, and shall provide a buffer and may not be developed except as may be expressly permitted by all regulated agencies and each Owner is restricted in their use of the Wetland Areas as set forth in Item 1 in Paragraph 8.11.

The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

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

- (b) **Retention Areas.** Some Common Property lands and areas may contain detention or retention areas (the "Retention Areas"). Retention areas may include "Stormwater Retention Easements" over designated Lots as reflected on the Plat.

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The Retention Areas shall typically contain detention or retention areas that form a part of the Surface Water Management System, and shall be preserved and maintained for such purpose in accordance with the Governmental approvals. Developer may, by written specification filed with the Association and, if allowed, designate certain Retention Areas as a "Recreational Lake," in which event in addition to its other purposes, such lake may be used for limited recreational purposes only by the Owners of the Lots adjacent to such Lake Area, or their tenants and their respective guests. All such use shall be subject to the restrictions and limitations contained in this Declaration.

- (c) **Surface Water Management System.** Those Common Property areas consisting of elements of the Surface Water Management system, together with any part of such system that may be located upon or within any Lot, within a public right of way or upon any Commercial Property.
- (d) **Upland Preservation Areas.** Those Common Property areas of the subdivision that are open, generally unimproved, and not committed to another Common Property use or purpose shall be called Upland Preservation Areas and shall be shown on the Plat.. The Upland Preservation Areas shall be left substantially in their natural state and be available for passive use such as walking and hiking, and serve as a visual amenity for the Subdivision. The Declarant shall, by Plat establish an easement to Manatee County for upland preservation.
- (e) **Landscape Entry.** Those Common Property areas adjacent to a major entrance to the Preserve, which may contain entry signage, lighting, landscaping, entry walls or other architectural features, electrical and other utility installations and facilities, irrigation systems, and any amenity lake (the "Landscape Entry").
- (f) **Roads and Easements.** (i) Roads and any other easements or other use rights granted to the Association, whether designated on the Plat or not. The roads are private roads as defined by the Manatee County regulations. (ii) There is hereby established and reserved in favor of the association and utility companies a 20' easement for utilities and related access within each lot and located along the front of each lot and adjacent to all roadways. (iii) There is hereby established as 7.5' drainage easements on all side lot lines of lots where drainage outfall structure exists. The easement shall be in favor of the Association, the Association shall have the right of access and maintenance to the drainage facilities on the easement. Any owner subject to this easement shall not modify, alter, or destroy the drainage facility and should not block or alter any drainage of said facility in any manner; and (iv) All easements set forth herein shall run with the land and be subject to the Association right of entry to inspection, maintain and repair.

4.04 **Members' Easement of Enjoyment.** Every Member shall have a nonexclusive easement for the use and enjoyment of the Common Property for its intended purposes. Said easement is appurtenant to, and passes with such Member's Lot. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants or social guests, subject to this Declaration. No Owner may exempt himself from personal liability for

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Assessments nor release the Lot owned by him from the liens and charges for such Assessments by waiver of the use and enjoyment of the Common Property, or the non-use thereof, or by abandonment of his Lot. The rights and easements governing the use of the common Property adopted by the Board pursuant hereto, reasonable rules and regulations adopted by the association(s) authorized to do so, the terms of this Declaration, the Governmental Approvals and the rights of County.

4.05 **Title to Common Property.** Declarant agrees that it will transfer the Common Property to the Association no later than ninety (90) days after the Turnover Date, such transfer to be free and clear of all liens and encumbrances, except ad valorem taxes for the year in which the transfer takes place, the provisions of this Declaration, any Shared Rights therein, and easements, other rights and reservations of records, one of which shall unreasonably interfere with the use of the common Property for its intended purpose. Any conveyance shall be by fee simple deed, and the Association agrees to accept such deed. Declarant shall not be obligated to provide any title insurance or a survey of the common Property. Prior to such transfer, Declarant may retain ownership of any and all parts of the common Property, subject to the Members' easement of enjoyment, and my encumber all or any part thereof by such mortgages as Declarant may determine. Notwithstanding retained ownership by Declarant, the Association shall be required to carry out its maintenance and other responsibilities with respect to such parts of the common Property as have been made available for the use of the Members.

## ARTICLE 5 ASSESSMENTS

5.01 **Personal Obligation and Lien for Assessments.** Each Owner covenants and agrees to pay to the Association all Assessments levied with respect to each Lot in which such Owner has an ownership interest. Each Assessment, together with Delinquency Charges (hereinafter defined) levied with respect thereto, is the personal obligation of the Owner of a Lot at the time when the Assessment is due and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. Additionally, an Owner is jointly and severally liable with the previous Owner of a Lot for all unpaid Assessments and applicable Delinquency Charges( that come due up to the time of transfer of title to the Lot. This liability is without prejudice to any rights and obligations the successive Owners may have for the ultimate allocation of liability between them in accordance with any agreements they may have. All Assessments, together with Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot with respect to which such Assessment is levied. The Association may record in the Public Records a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such notice is not required in order for the continuing lien for Assessments to be valid.

5.02 **Purposes of Assessments.** Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles and Bylaws.

5.03 **Budget.** For each fiscal year, the Board shall prepare and adopt an annual budget reflecting the estimated revenues and expenses for the fiscal year and the estimated surplus or deficit as of the end of the year immediately preceding the fiscal year. The budget shall include

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any amounts established for reserves and may include reasonable contingency funds. The budget shall set out separately (a) all fees or charges for recreational amenities, if any, whether owned by the Association, Declarant or others, and (b) any other expense of the Association in payment of a required contribution to another association with respect to Shared Rights. Each Member shall be provided either with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. Such copy must be provided within 10 business days after receipt of a written request by the Association. The budget shall be adopted not later than thirty (30) days prior to the beginning of each fiscal year. Estimated revenues shall include the proposed Regular Assessments. Failure of the Board to prepare, submit or adopt a budget in a timely manner or as otherwise provided herein shall not affect the validity of the budget once adopted, nor any Assessment adopted by the Board.

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

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

5.06 **Sharing of Common Expense.** Lots shall each bear an equal share of the Common Expense. All Assessments for Common Expenses shall be levied in the proportion by which the Lots share the Common Expense, each Lot bearing an equal share.

5.07 **Commencement of Regular Assessments.** Regular Assessments for Phase 1 shall commence effective as of the date of the final plat. Regular Assessments with respect to Lots in additional phases shall commence as of the first day of the month immediately following the month in which the phase is submitted, with the Regular Assessment for a partial year being prorated. Declarant may elect to not pay any assessments.

5.08 **Special Charges.** Special Charges shall be levied by the Board against a Lot and its Owner in the following circumstances: (a) to reimburse the Association for costs incurred in bringing the Owner of such Lot into compliance with this Declaration, the Bylaws or Rules and Regulations promulgated pursuant thereto, (b) if the Association provides materials or services that benefit individual Lots, but which can be accepted or not by the Owner, then the amount paid or incurred by the Association on behalf of an Owner accepting or subscribing to such

material or service shall be a Special Charge against such Owner and his Lot, and (c) any fine approved and assessed pursuant to the Bylaws shall be a Special charge with respect to the Owner against whom such fine is levied. Each Owner covenants and agrees to pay to the Association all Special charges levied with respect to each Lot in which such Owner has an ownership interest. Each Special Charge, together with Delinquency Charges with respect thereto, is the personal obligation of the Owner of a Lot at the time a Special Charge is due, and remains the personal obligation of such Owner notwithstanding that such Owner may no longer own a Lot. An Owner is jointly and severally liable with the previous Owner for unpaid Special Charges (and applicable Delinquency Charges) that came due prior to the transfer of title. Special Charges shall be a charge on the land and a continuing lien upon the Lot with respect to which Special Charge was levied, in the same manner as provided generally for liability for, and the lien of, Assessments as set forth herein. Likewise, the Association may record a "Notice of Lien" with respect to Special Charges in the same manner as provided for Assessments herein.

5.09 **Certificate of Payment.** The Association shall, upon request, furnish to any Owner a certificate in writing signed by an officer or authorized agent setting forth whether the Assessments and Special Charges on a specified Lot have been paid, and the date and amount, if known, of the next Assessments or installments coming due, together with the amount of any Delinquency Charges. Such certificate shall be conclusive evidence of payment of any Assessment and Special charge therein stated to have been paid as to third parties without notice of facts to the contrary.

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

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

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

5.13 **Delinquency Charges.** All Assessments, Special Charges and other amounts due the Association pursuant to this Declaration that are not paid within fifteen (15) days of the due date shall thereafter bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. Further, if any Assessment or Special charge

is not paid within fifteen (15) days of its due date, then a late charge shall be levied. The initial late charge shall be \$10. The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration the declining purchasing power of the United States dollar, the costs reasonably expected to be incurred by the Association as a result of following up such delinquency, and the effectiveness of such late charge in assuring prompt and timely payment of Assessments and Special Charges. The liens in favor of the Association shall secure the amount of the Assessment or Special Charge, as applicable, all interest accruing thereon, late charges and all costs incident to the collection thereof including a reasonable attorney's fee, whether enforced by suit or otherwise and, if by suit, whether at trial or any appellate level, and including fees for paralegals. the Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the Assessment or Special Charge as to which they apply. such late charges, interest, costs and fees shall be collectively referred to as "Delinquency Charges."

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

5.15 **Declarant Assessment.** Declarant is obligated to pay any operating expenses incurred by the Association which exceed the sum of (a) Assessments receivable from Members other than Declarant, and (b) other income of the Association, which may include Capital contributions (the "Deficiency"). Notwithstanding any provision of this Declaration, the Articles or Bylaws to the contrary, Declarant shall not be obligated for, nor subject to, any Assessment for any Lot that it may own, for the period of time beginning on the date of recording of the

Declaration and ending when the Declarant's obligation to fund the Deficiency is withdrawn or deemed withdrawn hereunder. Declarant's obligation to pay the Deficiency may be withdrawn by Declarant at any time, and if not sooner withdrawn, shall be deemed withdrawn on the Completion Date. In no event shall Declarant be liable for any Special Charge with respect to any Lot it owns prior to the Completion Date, except with respect to any materials or services which Declarant agrees in writing to secure through the Association.

5.16 **Capital Contribution.** At the time legal title to a Lot is conveyed by Declarant to an Owner, there shall be a one time contribution in the amount of \$250 (the "Capital Contribution") payable to the Association by such Owner. Capital Contributions may be expended for regular Common Expenses, added to reserves, or set aside for improvements, contingency for other purposes as may be determined by the Board.

## ARTICLE 6 DUTIES AND POWERS OF ASSOCIATION

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

- (a) levy and enforce Assessments and Special Charges and otherwise enforce this Declaration, the Articles, Bylaws and rules and regulations adopted pursuant thereto by appropriate means and carry out the duties and authority of the Association hereunder;
- (b) contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable.;
- (c) have the power of entry upon any Lot as reasonably necessary in connection with the carrying out of Association responsibilities hereunder;
- (d) have the power to negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be (i) separately billed to the Owners or (ii) advanced by the Association with the cost thereof assessed against the Owner(s) who subscribe to or accept such materials or services as a Special Charge;
- (e) maintain, own, regulate and otherwise manage and operate the Common Property;
- (f) have the power and authority to grant easements or Shared Rights with respect to the Common Property, or to transfer Common Property or any interest therein to any public authority or utility in connection with exercise of the right of eminent domain, or to transfer maintenance responsibilities to governmental authorities as contemplated hereby, all without the consent or joinder of any Member.
- (g) have the authority to maintain the Surface Water Management System as required by the Governmental Approvals, and the duty to do so to the extent that the County has not accepted responsibility for such maintenance.

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similar to the Association. The obligation to transfer established in this Section shall not apply if the Association is administratively dissolved by the Florida Department of State under circumstances in which the Association does not intend dissolution, which intent is subsequently confirmed by the reinstatement of the Association.

## ARTICLE 7 INSURANCE AND RECONSTRUCTION

7.01 **Insurance by Association.** The Association shall obtain and continue in effect such insurance in such amounts and coverages as the Board shall from time to time determine to be appropriate, necessary or desirable. All costs associated with such insurance shall be a Common Expense.

7.02 **Owner's Insurance.** Each Owner shall be responsible for obtaining and maintaining in effect all such casualty, liability and other insurance with respect to such Owner and such Owner's Lot as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots or improvements thereto in any manner.

7.03 **Destruction of Improvements.** If any structure upon a Lot is substantially damaged or destroyed, the Owner thereof shall, within a reasonable time after such casualty, remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. Dangerous conditions shall be addressed and neutralized immediately. The Owner shall either repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical, or raze and remove such damaged structure. If an Owner fails to comply the Association shall have the right to do so on behalf of such Owner pursuant to Article 8, and the cost thereof shall be levied against such Owner and his Lot as a Special Charge.

## ARTICLE 8 RESTRICTIONS

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

8.01 **Residential Use.** Each Lot shall be used for single family residential purposes or agricultural use only in accordance with applicable zoning and governmental land use regulations specifically, but not limited to the Manatee County Planning & Zoning Department and this Declaration. No dwelling structure shall be occupied by more than one family, its domestic employees, and guests. Notwithstanding the foregoing, any Lot exceeding 50 acres may be used for hunting, fishing, and/or recreational facilities, as well as residential uses but shall be subject to all other restrictions and easements set forth herein.

8.02 **Vehicles.** The following provisions shall govern the parking and placement of vehicles within the Subdivision.

- (a) Passenger vehicles, including cars, station wagons, passenger vans, passenger minivans, sport utility vehicles and pickup trucks providing primary transportation for one or more residents of a Lot, and other vehicles primarily intended and used to provide transportation for passengers, may be parked and kept within any Lot in numbers not deemed unreasonable with the Board.
- (b) Tractor trailers, oversized trucks and other commercial vehicles must be kept or parked behind the primary residential structure.
- (c) Trailers, campers, motor homes, boats, boat trailers, canoes, motorcycles and other recreational vehicles shall be parked or stored behind the primary residential structure.
- (d) No inoperative vehicle may be kept on any Lot unless kept within an enclosed garage.

The Board shall have the authority from time to time to adopt and amend standards of interpretation of this Section, providing in more detail for the delineation of different vehicles and different vehicle types, and the Board may further determine which category is applicable to a specific vehicle. In making such decisions, the Board may take into consideration the general condition and appearance of the vehicle in question. All such determinations and standards adopted by the Board shall be conclusive for all purposes hereunder.

8.03 **Animals**. The keeping of any animals, other than domestic cats, dogs, cattle and horses is prohibited throughout the Subdivision, unless properly caged or penned and said cage or pen must be behind the primary residential structure. Domestic cats and dogs may not be allowed to roam freely within the Subdivision, and all dogs must be appropriately leashed or enclosed within a fenced area sufficient to prevent their escape. The Association may required the removal of any dog or animal whose barking or behavior creates an unreasonable disturbance or annoyance to any occupant of the Subdivision.

8.04 **Trash**. Weeds, trash, rubbish, garbage, debris and other unsightly material shall not be allowed to unreasonably accumulate on any Lot and shall promptly and regularly be removed therefrom. All garbage, trash, refuse and rubbish shall be deposited and kept in enclosed containers appropriate to their contents or in piles not seen by the road. Such containers or piles shall be maintained in a clean and sanitary condition.

8.05 **Nuisances**. No noxious or offensive activity shall be carried out on any Lot, nor shall anything be done or placed thereon that is or may become a nuisance, or cause unreasonable disturbance or annoyance to any occupant of the Subdivision, or cause unreasonable interference with the peaceful enjoyment of any Lot.

8.06 **Temporary Structures and Mobile or Modular Homes**. No structure of a temporary nature and no mobile or modular home may be kept or placed within the Subdivision. Except while building a home, but in no event longer than ten (10) months.

8.07 **Signs**. No sign shall be permitted upon any Lot within the Subdivision, other than the following:

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- (a) One sign of a reasonable size, containing the names of the residents, street address or both.
- (b) One sign announcing that the Lot is "For Sale," including usual or customary information provided in such signs, provided that such sign (including all component parts thereof other than supports) shall not exceed 10 square feet in area. The only realtor placed sign allowed for the first three (3) years is "All Florida Realty and Auction Company."
- (c) During the period of construction activity only, one sign announcing the name of the contractor, not to exceed a total area (exclusive of supports) of ten (10) square feet. Such sign shall be removed promptly upon completion of construction activity, and in all events, within ten (10) days thereof.

8.08 **Commercial Activities Prohibited.** The Subdivision is a residential community and no commercial structures or activities are permitted within the Subdivision.

8.09 **Maintenance of Lots.** Each Owner shall maintain his Lot and the Improvements located thereon in a good condition and state of repair. Once a Lot is cleared, the lawns and landscaped areas thereof shall be maintained in good condition, including that area located within any right of way adjacent to the Lot between the Lot line and the improved street.

If an Owner fails to maintain his Lot as required hereby, or to comply with any provision of this Declaration, then after notice as herein provided, the Association may perform such maintenance, clearing of debris or other functions (the "Required Actions"). All costs of such Required Actions shall be assessed to the particular Owner(s) and his or their Lot(s) as a Special Charge. Until so collected, such costs shall be treated as a Common Expense as set forth in Article 4. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

- (a) Upon finding by the Board of a deficiency in the carrying out of any Required Actions, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to correct the deficiency.
- (b) If the Owner does not correct such deficiency within the earlier of twenty-five (25) days after mailing such notice, or twenty (20) days after receipt of such notice, then thereafter the Board may give notice to the Owner of the Board's intention that the Association shall perform such Required Actions.
- (c) Thereafter, the Association may effect such Required Actions.
- (d) All such Required Actions by the Association shall take place only during daylight hours on weekdays, excluding holidays.

8.10 **Recreational Lakes.** Those areas designated by Declarant as Recreational Lakes may be used for fishing and non-motorized boats, canoes or kayaks, and only to the extent such

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use is permitted by the Governmental Approvals and applicable laws, rules and regulations, as they may exist from time to time.

8.11 **Wetland Areas.**

- (a) Unless permitted by the Code, the following acts and activities are expressly prohibited within the boundaries of all Wetland Areas as defined in Article 4.03(a) without the prior consent of the County:
- (i) Construction or placing of buildings, roads, signs, billboards or other advertising or other structures on or above the ground.
  - (ii) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
  - (iii) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
  - (iv) Removal, mowing or trimming of trees, shrubs or other vegetation.
  - (v) Application of herbicides, pesticides, or fertilizers.
  - (vi) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
  - (vii) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
  - (viii) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
  - (ix) Acts or uses detrimental to such retention of land or water areas.
  - (x) No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District (SWFWMD), Venice Regulation Department.”
  - (xi) All lots abutting wet retention or detention ponds shall have the following language (or similar language as approved in writing by the Venice Regulation Department (SWFWMD) as part of the deed restrictions:

“The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet retention or detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding

authorized activities within the wet retention or detention ponds to SWFWMD, Venice Service Office, Regulation Manager.”

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

(b) Wetland Areas are subject to Conservation Easement(s) as set forth in Paragraph 4.03(a).

(c) Prior to each Owner obtaining a building permit, Wetland Areas shall be surveyed and delineated for each individual lot when each owner purchases said lot. As a condition for the Owner to obtain building permit, all building permit applications shall be submitted to the Manatee County Environmental Management Department (EMD) for review. Certified Wetland Area survey shall be included in each building permit application for lots containing on-site wetlands, identification of Wetlands 200’ of the site and special habitat delineation, as required pursuant to Section 741.42 of the *Manatee County Development Code*. A Wetland Area easement shall be given from the Declarant to the county and shall be in the form of the Conservation Easement set forth in Paragraph 4.03(a), which Owner shall take title to the Property subject to. Owner shall pay for the surveying and environmental costs at the closing.

(d) Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).

(e) Wetland Buffers shall be provided for all on-site wetlands and wetlands within close proximity to the site, as required pursuant to Section 719.11.1 of the *Manatee County Land Development Code*. A site plan delineating wetlands, required wetland buffers, and proposed improvements shall be submitted concurrently with the building permit application. An additional 15’ setback from the upland edge of the wetland buffer and adjacent structures is required pursuant to Section 702.6.10 of the wetlands/wetland buffers shall be dedicated to the County prior to Certificate of Occupancy issuance.

8.12 **Other Structures**. Other than the living unit residential structure and its garage, all tents, shacks, barns, utility sheds, and all other buildings must be erected behind the residential structure on the lot within the required setbacks.

8.13 **Minimum Construction Standards**. The following provisions and restrictions apply in the construction of any residence or other structure.

(a) Maximum density permitted is .2 dwelling units per acre (1 per tract).

(b) Only one residence is permitted per lot.

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- (c) The Minimum lot size permitted is 217,804 feet, on five (5) acres.
- (d) All structures shall be located and set back at least 50 feet from the front lot line, 10 feet from the side yard lot line, 25 feet from the rear lot line, 30 feet from any waterfront setback and an additional 35 feet from the line when adjacent to agricultural operations. The 35 foot setback requirement when adjacent to agricultural operations may not be enforceable if the agricultural use is established after an adjacent home is built 10' from the side boundary of the lot.
- (e) Maximum building height permitted of any structure is 35 feet.
- (f) The minimum unit living floor area of any residence permitted is 1500 square feet.
- (g) Land clearing shall not commence until construction plans have been approved.

8.14 **Canopy Trees.** PRIOR TO EACH OWNER OBTAINING THEIR CERTIFICATE OF OCCUPANCY, EACH PROPERTY OWNER AT THE OWNER'S COST SHALL PLANT ONE (1) CANOPY TREE WITHIN TWENTY-FIVE (25) FEET OF THE RIGHT-OF-WAY OF EACH LOCAL STREET WITHIN THE SUBDIVISION FOR EVERY FIFTY (50) LINEAR FEET, OR SUBSTANTIAL FRACTION THEREOF, OF THE RIGHT-OF-WAY. NONE OF THESE REQUIRED TREES SHALL BE PLANTED WITHIN A PUBLIC OR PRIVATE UTILITIES EASEMENT. THE TREES SHALL BE SPACED NO CLOSER TOGETHER THAN TWENTY-FIVE (25) FEET, UNLESS A DECORATIVE GROUPING OR ALTERNATIVE METHOD IS SHOWN AND APPROVED ON THE FINAL SITE PLAN OR LANDSCAPE PLAN. PALM TREES MAY BE UTILIZED, WHEN GROUPED AT LEAST TWO (2) TOGETHER TO COUNT AS ONE (1) CANOPY TREE. EXISTING NATIVE TREES SHOULD BE USED TO FULFILL THESE REQUIREMENTS WHEREVER THEY MEET THE SPACING AND SIZE REQUIREMENTS OF THIS PARAGRAPH. RESPONSIBILITY FOR INSTALLATION AND MAINTENANCE IS EACH PROPERTY OWNERS. IN THE EVENT A STREET TREE DIES OR IS REMOVED, THE OWNER OF THE LOT IS RESPONSIBLE TO REPLACE THE TREE WITHIN THIRTY (30) DAYS. A CANOPY TREE SHALL MEAN A TREE SPECIES WHICH PRODUCES ONE (1) MAIN TRUNK AND NORMALLY REACHES A HEIGHT OF THIRTY (30) FEET OR MORE UPON MATURITY. ALL CANOPY TREES SHALL BE A MINIMUM OF THREE (3) INCHES IN DIAMETER BREAST HEIGHT AT THE TIME OF PLANNING, UNLESS OTHERWISE INDICATED.

8.15 **Streets.** All streets within the subdivision are private streets and therefore are part of the common property on new lots which are to be developed take access from the road right of way shall be required to demonstrate compliance with all standards of the Manatee Land Development Code including but not limited to level of service compliance (CLO) Wetland Protection and dimensional Lot requirements prior to any issuance of any building permit.



advised that the mortgage lender will make their own flood determination and it may differ from that of Manatee County.

(g) Should the Buyer not agree with the results of the Floodplain Study, submitted by the Developer, for the entire subdivision; the Buyer is hereby advised that they are free to commission and pay for a Floodplain Study of their own, for their particular lot.

8.19 **Lot Review Committee.** Prior to obtaining building permits, each owner shall submit to a Lot Review Committee established by Declarant, the proposed site plan for the owner's construction showing the location of all proposed improvements and the terms of the construction as it relates to the wetlands, buffers and setbacks. The Declarant shall appoint the Plan's Lot Review Committee which shall consist of a licensed engineer and surveyor and environmental consultant and a representative of the Declarant, or of the association as appointed by Declarant. The Owner shall pay a reasonable fee to the Lot Review Committee for this review with the submission of the Site Plan. The Lot Review Committee shall review for, but not be limited to, construction location, drainage plans, limits of construction and other matters required by the Lot Review Committee. The Site Plan Review Committee shall also review the developer's plans to assure no activities are proposed outside the limits of construction and that the activities proposed within the area will not adversely impact habitats or surface water flows outside that area. If any lot owner wishes to perform activities outside the "Limits of Construction" area, i.e. pond excavation, creation of pasture clearing, etc., the Conservation Easement area (wetland limits and buffer) as delineated on the Rectified Color Infrared Aerial on file with SWFWMD will be staked and flagged in the field, surveyed and provided to the lot owner for him/her to show his proposed activities and present them for review by the Committee. The Owner shall be bound by changes requested by the Site Plan Committee. The limits of construction are proposed in the attached Exhibit "J".

## ARTICLE 9 COMPLIANCE WITH CODE

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

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

9.02 **Further Disposition of Open Space.** With respect to such portions of the Common Property or any interest therein that may be deemed required common open space under applicable governmental regulations, subsequent to the conveyance to the Association, there shall be no further disposition of such Common Property that is real property by sale, dissolution of the Association or otherwise, except to an organization conceived and organized to

own and maintain such property without first offering to dedicate the same to the County or other appropriate governmental agency.

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

9.04 **Right of Entry by County**. A right of entry upon the Common Property is hereby granted to County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighting personnel, and to governmental suppliers of utilities, while in the pursuit of their duties. All such governmental personnel are further granted authority to enforce cleared emergency vehicle access in the performance of their duties to the extent same may; be reasonably necessary.

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

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

- (a) **Fiscal Program**. Attached as Exhibit "E" is a Fiscal Program for the Association for a period of ten (10) years. The Fiscal Program may reflect reserve funds estimated to be adequate for the maintenance and care of the Common Property, including all lands, facilities and uses under the purview of the Association and to be maintained by the Association. The Fiscal Program is in part based upon the assumption that the Association will follow the Maintenance Program described below.
- (b) **Maintenance Program**. There is attached as Exhibit "F" a Maintenance Program providing a recommended program fore the maintenance of all major facilities to be maintained by the Association.
- (c) **Notice**. There is attached hereto as Exhibit "G" a proposed Notice to Buyer that will be given to prospective buyers regarding the organization of the Association, Assessments and the Fiscal Program.
- (d) **Holdings**. There is attached hereto as Exhibit "H" a List of Holdings of the Association, reflecting a listing of all lands, buildings, equipment, facilities and other holdings of the Association, as proposed.
- (e) **Right of Entry and Compliance with Manatee County Land Development Code**. Attached as Exhibit "I" is the Right of Entry and Compliance with

Manatee County Land Development Code providing for rights and duties of Owners and the County.

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

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

## ARTICLE 10 GENERAL PROVISIONS

10.01 **Enforcement**. The Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessments and Assessment liens the Association, on determination of the Board, shall have the exclusive right to the enforcement thereof. Provided further, no enforcement proceedings may be maintained by the Owners of fewer than two (2) Lots. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

10.03 **Covenants**. The covenants, conditions, restrictions, easements and terms of this Declaration shall run with the land, bind all the property subject hereto and inure to the benefit of and be enforceable as provided above, for a term of 50 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive period of ten (10) years each, unless an instrument of termination has been signed by (a) the Owners of at least two-thirds of the Lots and (b) mortgagees holding first mortgages encumbering fifty (50%) percent of all those Lots encumbered by first mortgages has been recorded at least one (1)



year prior to end of any such period. In such event, this Declaration shall be terminated upon the expiration of the fifty (50) year term or applicable ten (10) year extension during which such instrument was recorded.

10.04 **Construction**. This Declaration, the Articles and Bylaws, shall be liberally construed to give effect to their purpose of creating a plan for a quality single family residential community. Article and section headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. This Declaration, the Articles and Bylaws, shall be construed under the laws of Florida, and shall not be construed more strongly against any party regardless of the extent to which any party may have participated in the drafting thereof. Whenever the context of this Declaration, the Articles or Bylaws require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

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

- (a) **By Declarant.** Prior to the Turnover Date, Declarant reserves the right to amend this Declaration as it sees reasonable in its own discretion, the Articles and Bylaws in any manner whatsoever, without the requirement of Association consent or the consent of any Owner or the mortgagee of any Lot. Subsequent to the Turnover Date and prior to the Completion Date, the Declaration may be amended at any time by the Declarant with the affirmative vote of twenty-five (25%) percent of Members other than Declarant who are present, in person or by proxy, at a meeting called for that purpose at which a quorum is present. For such purposes, Declarant may require that a meeting be called for the purpose of voting upon any such proposed amendment.
- (b) **By Members.** Prior to that date that is five (5) years after the Completion Date, this Declaration may be amended at any time by the affirmative vote of Members owning two-thirds (2/3) of all Lots in the Subdivision together with the approval or ratification of a majority of the entire Board, or by the affirmative vote of Members owning 75 percent of all Lots. After the date that is five (5) years after the Completion Date, this Declaration may be amended by the affirmative vote of the greater of Members owning thirty-five (35%) percent of all Lots, or sixty-seven (67%) percent of all those votes entitled to be cast at a meeting called for such purpose. Anything contained in this Subsection to the contrary notwithstanding, no amendment adopted by the Members pursuant hereto shall be effective prior to the Turnover Date, except with the written consent of the Declarant.
- (c) **By Board.** The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Declaration or the Bylaws in any of the following circumstances:
  - (i) To bring the Declaration or the Bylaws into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by

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governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.

- (ii) If the Board determines that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Declaration should be amended to take cognizance of such matters so that the overall intent of the Declaration shall not be frustrated by changing circumstances.
- (iii) If the Board determines, in the reasonable exercise of its judgment, that such amendment is necessary to comply with regulations of the Veterans' Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or other similar governmental agency, where non compliance with such regulations substantially interfere with, restricts or limits either the marketability of Lots or the ability of Owners to obtain mortgage financing.
- (iv) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

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

- (d) **Approval Procedure.** Any amendment approved or disapproved by the Members pursuant to this shall be approved or disapproved at an annual, regular or a special meeting called for that purpose, pursuant to written notice setting

forth the proposed amendment or a summary of the changes to be effected thereby, such notice to be given within the time and in the manner provided for in the Bylaws. In lieu of voting in an annual, regular or special meeting as herein provided, amendments may be approved in writing executed by the requisite number of Owners; provided, however, that the requisite majority for an amendment in writing shall be equal to that for a meeting at which all Members are in attendance.

- (e) **Limitation.** Anything contained herein to the contrary notwithstanding, no amendment which abridges, impairs, prejudices, amends, alters or otherwise affects the rights, privileges, exemptions or priorities of the Declarant shall be effective until five (5) years after the turnover Date, unless the Declarant consents thereto in writing.
- (f) **Special Approval.** Anything contained in this Section to the contrary notwithstanding, no amendment of this Declaration, the Articles or Bylaws, which would affect the Surface Water Management System shall be effective if it is inconsistent with the Governmental Approvals without the prior approval of Southwest Florida Water Management District, or its successor agency.
- (g) **Certificate of Amendment.** Any amendment to the Declaration or Bylaws adopted or approved by the Members or the Board under this Section 10.05 shall be evidenced by a Certificate of Amendment executed by the Association in the form required for the execution of a deed. If the consent of the Declarant is required for such amendment, and if the Declarant has so consented to such Amendment, then Declarant shall join in the execution of such Certificate. Amendments effected by the Declarant that do not require Member approval may be executed by the Declarant alone, without the necessity of a certificate of the Association. Certificates of Amendment shall set forth that the amendment has been adopted and approved in accordance with the Declaration or Bylaws, as applicable, but if the Certificate does not so state, same shall not affect the validity of the Certificate or the amendment, and the Certificate shall be presumed so to state. Amendments to the Articles shall be filed with the Florida Department of State as may be required by applicable law, and such amendment shall be evidenced by a Certificate in the same manner as a Certificate of Amendment to the Declaration.

10.06 **Limitation on Law Suits.** Anything contained in this Declaration, the Articles, Bylaws or elsewhere to the contrary notwithstanding, the Association may not institute, maintain, settle or appeal actions or hearings in its name on behalf of Owners concerning matters of common interest to such Owners, nor shall the Association have any authority to maintain a class action as a representative of, or on behalf of, its Members. This provision may not be amended until more than ten (10) years after the Completion Date.

10.07 **Attorney's Fees.** If any action is instituted to enforce or construe the provisions of this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fee and the costs of such suit.

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

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

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

10.10 **Right of Mortgagees.** The Association shall make available for inspection upon request, during normal business hours and under reasonable circumstances, this Declaration, the Articles, Bylaws and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subdivision. Upon written request to the Association by such holder, insurer or guarantor (the

"Listed Mortgagee") of a first mortgage encumbering a Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (a) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (b) Any proposed action which would require the consent of mortgagees holding a first mortgage encumbering a Lot; and
- (c) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under this Declaration, including but not limited to any delinquency in the payments of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

Any listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.



## DESCRIPTION:

Being a portion of lands recorded in Official Records Book 1509, Page 656, Public Records of Manatee County, Florida, same being a portion of Section 4 and Section 5, Township 35 South, Range 22 East and Section 33, Township 34 South, Range 22 East, Manatee County, Florida, described as follows:

COMMENCE at the northwest corner of Section 5, Township 35 South, Range 22 East, Manatee County, Florida; thence S.00°09'11"W., along the west line of said Section 5, a distance of 3021.33 feet; thence continue along said west line of Section 5 S.00°07'13"W., a distance of 1291.74 feet to a point on the north maintained right of way line of State Road 64; thence leaving said west line of Section 5 and along said north maintained right of way line N.89°43'21"E., a distance of 4885.00 feet to the POINT OF BEGINNING; thence leaving said right of way line N.00°16'39"W., a distance of 10.00 feet; thence N.89°43'21"E., a distance of 331.57 feet; to the point of curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of 90°00'00", a chord bearing N.44°43'21"E., and a chord distance of 49.50 feet; thence along the arc of said curve an arc distance of 54.98 feet to the point of tangency; thence N.00°16'39"W., a distance of 1701.88 feet to the point of curvature of a curve to the right, having: a radius of 739.00 feet, a central angle of 59°33'29", a chord bearing N.29°30'06"E", and a chord distance of 734.06 feet; thence along the arc of said curve an arc distance of 768.18 feet to the point of tangency; thence N.59°16'50"E", a distance of 1108.42 feet to the point of curvature of a curve to the left, having: a radius of 428.00 feet, a central angle of 45°42'28", a chord bearing N.36°25'36"E., and a chord distance of 332.46 feet; thence along the arc of said curve an arc distance of 341.44 feet to the point of reverse curvature of a curve to the right, having: a radius of 1464.51 feet, a central angle of 16°31'39", a chord bearing N.21°50'12"E., and a chord distance of 420.99 feet; thence along the arc of said curve an arc distance of 422.45 feet to the point of tangency; thence N.30°06'01"E., a distance of 360.21 feet to the point of curvature of a curve to the left, having: a radius of 483.00 feet, a central angle of 50°50'51", a chord bearing N.04°40'35"E., and a chord distance of 414.71 feet; thence along the arc of said curve an arc distance of 428.64 feet to the point of reverse curvature of a curve to the right, having: a radius of 889.00 feet, a central angle of 28°49'49", a chord bearing N.06°19'55"W., and a chord distance of 442.63 feet; thence along the arc of said curve an arc distance of 447.33 feet to the point of tangency; thence N.08°04'59"E., a distance of 69.33 feet to the point of curvature of a curve to the right, having: a radius of 627.00 feet, a central angle of 40°48'10", a chord bearing N.28°29'04"E., and a chord distance of 437.14 feet; thence along the arc of said curve an arc distance of 446.51 feet to the point of reverse curvature of a curve to the left, having: a radius of 346.93 feet, a central angle of 55°00'45", a chord bearing N.21°22'46"E., and a chord distance of 320.46 feet; thence along the arc of said curve an arc distance of 333.11 feet to the point of tangency; thence N.06°07'36"W., a distance of 6.30 feet to the point of curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of 81°31'56" a chord bearing N46°53'35"W", and a chord distance of 45.71 feet; thence along the arc of said curve an arc distance of 49.81 feet to the point of reverse curvature of a curve to the right, having: a radius of 1710.85 feet, a central angle of 03°35'49", a chord bearing N.85°45'19"W., and a chord distance of 107.39 feet; thence along the arc of said curve a distance of 107.40 feet to the point of tangency; thence N.83°57'25"W., a distance of 110.09 feet to the point of curvature of a curve to the left, having: a radius of 1737.14 feet, a central angle of 08°07'25", a chord bearing N.88°01'08"W., and a chord distance of 246.10 feet; thence along the arc of said curve an arc distance of 246.31 feet to the point of tangency; thence S.87°55'10"W., a distance of 100.00 feet to the point of curvature of a curve to the right, having: a radius of 1837.14 feet, a central angle of 08°07'25 a chord bearing N.88°01'08"W., and a chord distance of 260.27 feet; thence along the arc of said curve an arc distance of 260.48 feet to the point of tangency; thence N.83°57'25"W., a distance of 113.13 feet; thence N.21°18'59"W., a distance of 112.59 feet; thence S.83°57'25"E., a distance of 164.87 feet to the point of curvature of a curve to the left, having: a radius of 1737.14 feet, a central angle of 08°07'25", a chord bearing S.88°01'08"E., and a chord distance of 246.10 feet; thence along the arc of said curve an arc distance of 246.31 feet to the point of tangency; thence N.87°55'10"E., a distance of 100.00 feet to the point of curvature of a curve to the right, having: a radius of 1837.14 feet, a central angle of 08°07'25", a chord bearing S.88°01'08"E., and a chord distance of 260.27 feet; thence along the arc of said curve an arc distance of 260.48 feet to the point of tangency; thence S.83°57'25"E., a distance of 110.09 feet to the point of curvature of a curve to the left, having: a radius of 1610.85 feet, a central angle of 02°55'27", a chord bearing S.85°25'08"E., and a chord distance of 82.20 feet; thence along the arc of said curve an arc distance of 82.21 feet to the point of compound curvature of a curve to the left, having: a

EXHIBIT

"A"

tabbles

page 1 of 4  
 ACCEPTED IN OPEN SESSION JUL 23 2002  
 BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

radius of 35.00 feet, a central angle of  $99^{\circ}14'45''$ , a chord bearing  $N.43^{\circ}29'46''E.$ , and a chord distance of 53.33 feet; thence along the arc of said curve an arc distance of 60.63 feet to the point of tangency; thence  $N.06^{\circ}07'36''W.$ , a distance of 970.92 feet to the point of curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of  $92^{\circ}44'39''$ , a chord bearing  $N.52^{\circ}29'56''W.$ , and a chord distance of 50.67 feet; thence along the arc of said curve an arc distance of 56.65 feet to the point of tangency; thence  $S.81^{\circ}07'45''W.$ , a distance of 206.21 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of  $33^{\circ}33'26''$ , a chord bearing  $S.64^{\circ}21'02''W.$ , and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of reverse curvature of a curve to the right, having: a radius of 65.00 feet, a central angle of  $247^{\circ}06'53''$ , a chord bearing  $N08^{\circ}52'15''W.$ , and a chord distance of 108.33 feet; thence along the arc of said curve an arc distance of 280.34 feet to the point of reverse curvature of a curve to the left, having a radius of 25.00 feet, a central angle of  $33^{\circ}33'26''$ , a chord bearing  $S.82^{\circ}05'32''E.$ , and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of tangency; thence  $N.81^{\circ}07'45''E.$ , a distance of 463.46 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet, a central angle of  $28^{\circ}27'10''$ , a chord bearing  $N.66^{\circ}54'10''E.$ , and a chord distance of 196.60 feet; thence along the arc of said curve an arc distance of 198.64 feet to the point of tangency; thence  $N.52^{\circ}40'35''E.$ , a distance of 263.11 feet to the point of curvature of a curve to the left, having: a radius of 500.00 feet, a central angle of  $09^{\circ}20'23''$ , a chord bearing  $N.48^{\circ}00'23''E.$ , and a chord distance of 81.41 feet; thence along the arc of said curve an arc distance of 81.50 feet to the point of tangency; thence  $N.43^{\circ}20'12''E.$ , a distance of 774.31 feet to the point of curvature of a curve to the right, having: a radius of 1100.00 feet, a central angle of  $25^{\circ}41'07''$ , a chord bearing  $N.56^{\circ}10'45''E.$ , and a chord distance of 489.00 feet; thence along the arc of said curve an arc distance of 493.12 feet to the point of tangency; thence  $N.69^{\circ}01'19''E.$ , a distance of 878.78 feet to the point of curvature of a curve to the left, having: a radius of 550.00 feet, a central angle of  $67^{\circ}10'38''$ , a chord bearing  $N.35^{\circ}26'00''E.$ , and a chord distance of 608.55 feet; thence along the arc of said curve an arc distance of 644.85 feet to the point of tangency; thence  $N.01^{\circ}50'41''E.$ , a distance of 677.97 feet to the point of curvature of a curve to the left, having: a radius of 150.00 feet, a central angle of  $91^{\circ}03'59''$ , a chord bearing  $N.43^{\circ}41'18''W.$ , and a chord distance of 214.10 feet; thence along the arc of said curve an arc distance of 238.41 feet to the point of tangency; thence  $N.89^{\circ}13'18''W.$ , along a line parallel with the north line of Section 33, Township 34 South, Range 22 East, and 105.01 feet southerly therefrom, a distance of 1686.90 feet to the point of curvature of a curve to the left, having: a radius of 250.00 feet, a central angle of  $90^{\circ}00'00''$ , a chord bearing  $S.45^{\circ}46'42''W.$ , and a chord distance of 353.55 feet; thence along the arc of said curve an arc distance of 392.70 feet to the point of tangency; thence  $S.00^{\circ}46'42''W.$ , a distance of 95.00 feet to the point of curvature of a curve to the right, having: a radius of 400.00 feet, a central angle of  $32^{\circ}43'20''$ , a chord bearing  $S.17^{\circ}08'23''W.$ , and a chord distance of 225.35 feet; thence along the arc of said curve an arc distance of 228.45 feet to the point of reverse curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of  $72^{\circ}53'43''$ , a chord bearing  $S.02^{\circ}56'49''E.$ , and a chord distance of 29.70 feet; thence along the arc of said curve an arc distance of 31.81 feet to the point of tangency; thence  $S.39^{\circ}23'40''E.$ , a distance of 100.60 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of  $33^{\circ}33'26''$ , a chord bearing  $S.56^{\circ}10'23''E.$ , and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of reverse curvature of a curve to the right, having a radius of 65.00 feet, a central angle of  $247^{\circ}06'53''$ , a chord bearing  $S.50^{\circ}36'20''W.$ , and a chord distance of 108.33 feet; thence along the arc of said curve an arc distance of 280.34 feet to the point of reverse curvature of a curve to the left, having a radius of 25.00 feet, a central angle of  $33^{\circ}33'27''$ , a chord bearing  $N.22^{\circ}36'57''W.$ , and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of tangency; thence  $N.39^{\circ}23'40''W.$ , a distance of 82.53 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of  $86^{\circ}37'40''$ , a chord bearing  $N.82^{\circ}42'30''W.$ , and a chord distance of 34.30 feet; thence along the arc of said curve an arc distance of 37.80 feet to the point of reverse curvature of a curve to the right, having: a radius of 400.00 feet, a central angle of  $24^{\circ}25'59''$ , a chord bearing  $S.66^{\circ}11'39''W.$ , and a chord distance of 169.28 feet; thence along the arc of said curve an arc distance of 170.57 feet to the point of tangency; thence  $S.78^{\circ}24'38''W.$ , a distance of 239.94 feet; thence  $N.11^{\circ}35'22''W.$ , a distance of 100.00 feet; thence  $N.78^{\circ}24'38''E.$ , a distance of 239.94 feet to the point of curvature of a curve to the left, having: a radius of 300.00 feet, a central angle of  $77^{\circ}37'56''$ , a chord bearing  $N.39^{\circ}35'40''E.$ , and a chord distance of 376.09 feet; thence along the arc of said curve an arc distance of 406.48 feet to the point of tangency; thence  $N.00^{\circ}46'42''E.$ , a distance of 95.00 feet to the point of curvature of a curve to the right, having: a radius of 350.00 feet, a central angle of  $90^{\circ}00'00''$ , a chord bearing  $N.45^{\circ}46'42''E.$ , and a chord distance of



494.97 feet; thence along the arc of said curve an arc distance of 549.78 feet to the point of tangency; thence S.89°13'18"E., along a line parallel with the north line of said Section 33 and 5.01 feet southerly therefrom, a distance of 1686.90 feet to the point of curvature of a curve to the right, having: a radius of 250.00 feet, a central angle of 91°03'59", a chord bearing S.43°41'18"E., and a chord distance of 356.83 feet; thence along the arc of said curve an arc distance of 397.35 feet to the point of tangency; thence S.01°50'41"W., 677.97 feet to the point of curvature of a curve to the right, having: a radius of 650.00 feet, a central angle of 67°10'38", a chord bearing S.35°26'00"W., and a chord distance of 719.19 feet; thence along the arc of said curve an arc distance of 762.10 feet to the point of tangency; thence S.69°01'19"W., a distance of 878.78 feet to the point of curvature of a curve to the left, having: a radius of 1000.00 feet, a central angle of 25°41'07" a chord bearing S.56°10'45"W., and a chord distance of 444.54 feet; thence along the arc of said curve an arc distance of 448.29 feet to the point of tangency; thence S.43°20'12"W., a distance of 774.31 feet to the point of curvature of a curve to the right, having: a radius of 600.00 feet, a central angle of 09°20'23", a chord bearing S.48°00'23"W., and a chord distance of 97.69 feet; thence along the arc of said curve an arc distance of 97.80 feet to the point of tangency; thence S.52°40'35"W., a distance of 263.11 feet to the point of curvature of a curve to the right, having: a radius of 500.00 feet, a central angle of 28°27'10", a chord bearing S.66°54'10"W., and a chord distance of 245.75 feet; thence along the arc of said curve an arc distance of 248.30 feet to the point of tangency; thence S.81°07'45"W.", a distance of 87.06 feet to the point of curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of 87°15'21", a chord bearing S.37°30'04"W.", and a chord distance of 48.30 feet; thence along the arc of said curve an arc distance of 53.30 feet to the point of tangency; thence S.06°07'36"E.", a distance of 997.35 feet to the point of curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of 86°58'26", a chord bearing S.49°36'49"E., and a chord distance of 48.17 feet; thence along the arc of said curve an arc distance of 53.13 feet to the point of compound curvature of a curve to the left, having: a radius of 1610.85 feet, a central angle of 03°38'19", a chord bearing N.85°04'48"E., and a chord distance of 102.28 feet; thence along the arc of said curve an arc distance of 102.30 feet to the point of compound curvature of a curve to the left, having: a radius of 400.00 feet, a central angle of 43°22'47", a chord bearing N.61°34'15"E., and a chord distance of 295.67 feet; thence along the arc of said curve an arc distance of 302.85 feet to the point of tangency; thence N.39°52'51"E., a distance of 161.53 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 33°33'26", a chord bearing N.23°06'08"E., and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of reverse curvature of a curve to the right, having: a radius of 65.00 feet, a central angle of 247°06'53", a chord bearing S.50°07'09"E., and a chord distance of 108.33 feet; thence along the arc of said curve an arc distance of 280.34 feet to the point of reverse curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 33°33'26", a chord bearing S.56°39'34"W., and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of tangency; thence S.39°52'51"W., a distance of 161.53 feet to the point of curvature of a curve to the right, having: a radius of 500.00 feet, a central angle of 43°22'47", a chord bearing S.61°34'15"W., and a chord distance of 369.58 feet; thence along the arc of said curve an arc distance of 378.56 feet to the point of compound curvature of a curve to the right, having: a radius of 1710.85 feet, a central angle of 03°07'05", a chord bearing S.84°49'11"W., and a chord distance of 93.10 feet; thence along the arc of said curve an arc distance of 93.11 feet to the point of reverse curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of 91°10'26", a chord bearing S.40°47'41"W., and a chord distance of 50.00 feet; thence along the arc of said curve an arc distance of 55.69 feet to the point of reverse curvature of a curve to the right, having: a radius of 460.93 feet, a central angle of 53°40'50", a chord bearing S.22°02'44"W., and a chord distance of 416.22 feet; thence along the arc of said curve an arc distance of 431.85 feet to the point of reverse curvature of a curve to the left, having: a radius of 513.00 feet, a central angle of 40°48'10", a chord bearing S.28°29'04"W., and a chord distance of 357.66 feet; thence along the arc of said curve an arc distance of 365.33 feet to the point of tangency; thence S.08°04'59"W., a distance of 69.33 feet to the point of curvature of a curve to the left, having: a radius of 775.00 feet, a central angle of 28°49'49", a chord bearing S.06°19'55"E., and a chord distance of 385.87 feet; thence along the arc of said curve an arc distance of 389.97 feet to the point of reverse curvature of a curve to the right, having: a radius of 597.00 feet, a central angle of 50°50'51", a chord bearing S.04°40'35"W., and a chord distance of 512.60 feet; thence along the arc of said curve an arc distance of 529.81 feet to the point of tangency; thence S.30°06'01"W., a distance of 223.21 feet to the point of curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of 92°29'17", a chord bearing S.16°08'38"E., and a chord distance of 50.56 feet; thence along the arc of said curve an arc distance of 56.50 feet to the point of compound curvature of a

curve to the left, having: a radius of 800.00 feet, a central angle of  $24^{\circ}52'45''$ , a chord bearing  $S.74^{\circ}49'39''E.$ , and a chord distance of 344.65 feet; thence along the arc of said curve an arc distance of 347.38 feet to the point of tangency; thence  $S.87^{\circ}16'01''E.$ , a distance of 285.41 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of  $33^{\circ}33'26''$ , a chord bearing  $N.75^{\circ}57'16''E.$ , and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of reverse curvature of a curve to the right, having: a radius of 65.00 feet, a central angle of  $247^{\circ}06'53''$ , a chord bearing  $S.02^{\circ}43'59''W.$ , and a chord distance of 108.33 feet; thence along the arc of said curve an arc distance of 280.34 feet to the point of reverse curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of  $33^{\circ}33'26''$ , a chord bearing  $N70^{\circ}29'18''W.$ , and a chord distance of 14.43 feet; thence along the arc of said curve an arc distance of 14.64 feet to the point of tangency; thence  $N.87^{\circ}16'01''W.$ , a distance of 285.41 feet to the point of curvature of a curve to the right, having: a radius of 900.00 feet, a central angle of  $25^{\circ}18'22''$ , a chord bearing  $N.74^{\circ}36'50''W.$ , and a chord distance of 394.28 feet; thence along the arc of said curve an arc distance of 397.51 feet to the point of reverse curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of  $89^{\circ}22'53''$ , a chord bearing  $S.73^{\circ}20'54''W.$ , and a chord distance of 49.23 feet; thence along the arc of said curve an arc distance of 54.60 feet to the point of compound curvature of a curve to the left, having: a radius of 1350.51 feet, a central angle of  $15^{\circ}05'06''$ , a chord bearing  $S.21^{\circ}06'55''W.$ , and a chord distance of 354.54 feet; thence along the arc of said curve an arc distance of 355.57 feet to the point of reverse curvature of a curve to the right, having: a radius of 542.00 feet, a central angle of  $45^{\circ}42'28''$ , a chord bearing  $S.36^{\circ}25'36''W.$ , and a chord distance of 421.01 feet; thence along the arc of said curve an arc distance of 432.38 feet to the point of tangency; thence  $S.59^{\circ}16'50''W.$ , a distance of 1108.42 feet to the point of curvature of a curve to the left, having: a radius of 625.00 feet, a central angle of  $59^{\circ}33'29''$ , a chord bearing  $S.29^{\circ}30'06''W.$ , and a chord distance of 620.82 feet; thence along the arc of said curve an arc distance of 649.68 feet to the point of tangency; thence  $S.00^{\circ}16'39''E.$ , a distance of 1701.88 feet to the point of curvature of a curve to the left, having: a radius of 35.00 feet, a central angle of  $90^{\circ}00'00''$ , a chord bearing  $S.45^{\circ}16'39''E.$ , and a chord distance of 49.50 feet; thence along the arc of said curve an arc distance of 54.98 feet to the point of tangency; thence  $N.89^{\circ}43'21''E.$ , a distance of 399.43 feet; thence  $S.00^{\circ}16'39''E.$ , a distance of 10.00 feet to a point on said north maintained right of way line of State Road 64; thence  $S.89^{\circ}43'21''W.$ , along said north right of way line, a distance of 915.00 feet to the POINT OF BEGINNING.

CONTAINING 44.6445 acres, more or less.

**ARTICLES OF INCORPORATION**

**OF**

**WINDING CREEK HOMEOWNERS ASSOCIATION, INC.,  
A Florida Not For Profit Corporation**

I, the undersigned, do hereby join and associate ourselves together for the purpose of creating and becoming a Corporation, non-profit in nature and purpose, in accordance with the laws of the State of Florida, and do jointly and severally subscribe to these Articles of Incorporation.

**ARTICLE I**

**NAME, ADDRESS AND INITIAL REGISTERED AGENT AND OFFICE**

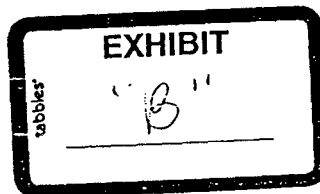
The name of this Corporation shall be Winding Creek Homeowners Association, Inc. The address of the Corporation's principal place of business is c/o Brian Herron, All Florida Realty & Auction Co., 4303 1<sup>st</sup> Street East, Suite 313, Bradenton, Florida 34208 and its mailing address is c/o Brian Herron, All Florida Realty & Auction Co., 4303 1<sup>st</sup> Street East, Suite 313, Bradenton, Florida 34208. The initial registered agent is Garret T. Barnes, Esquire and the street address of its initial registered office is Barnes Walker, Chartered, 3119 Manatee Avenue West, Bradenton, Florida 34205.

**ARTICLE II**

**OBJECTIVES AND PURPOSES**

The general objectives and purposes of this Corporation shall be:

1. To serve as a membership organization to own and maintain common areas, streets, and sidewalks and to enforce covenants to preserve the appearance of the real estate development called "Winding Creek Subdivision", for the benefit of all the residents of the community.
2. To do all acts and things necessary, convenient or expedient to carry on the above-mentioned purposes.
3. To engage in all other activities not prohibited by the Laws of Florida and to have all other powers given not-for-profit corporations under the Laws of Florida.



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**ARTICLE III**  
**QUALIFICATIONS OF MEMBERS**

The qualification of members and manner of admission to membership of the Corporation shall be as regulated by the Bylaws.

**ARTICLE IV**  
**TERM OF EXISTENCE**

This Corporation shall begin existence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. This Organization shall have perpetual existence.

**ARTICLE V**  
**NAMES AND ADDRESS OF INCORPORATORS**

Garret T. Barnes, c/o Barnes Walker, Chartered, 3119 Manatee Avenue West, Bradenton, Florida 34205.

**ARTICLE VI**  
**DIRECTORS OF THE ORGANIZATION**

The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall consist of at least three (3) Directors who shall be elected, qualified as to their membership and hold office in accordance with the provisions of the Bylaws.

**ARTICLE VII**  
**NAMES AND ADDRESSES OF INITIAL BOARD OF DIRECTORS**

1. Brian Herron  
All Florida Realty & Auction Co.  
4303 1<sup>st</sup> Street East, Suite 313  
Bradenton, Florida 34208
2. Syeda Rehana Begum  
1705 Astor Avenue  
Oakbrook Terrace, Illinois 60181
3. Arif Syed  
1705 Astor Avenue  
Oakbrook Terrace, Illinois 60181

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**ARTICLE VIII  
INDEMNITY**

To the fullest extent permitted by Chapters 607 and 617 of the Florida Statutes (hereinafter referred to as the "statutes"), as the same may be from time to time amended, but subject to all restrictions set forth therein, the Corporation shall indemnify, hold harmless, and advance expenses to, as defined in the statutes, any person, his or her heirs, personal representative, executor, administrator or guardian who was or is a party to any proceeding, as defined in the statutes, by reason of the fact that he or she is or was a director or officer of the Corporation, against liability as defined in the statutes, expenses as defined in the statutes and amounts paid in settlement incurred in connection with such proceeding, including any appeal thereof. This indemnification article shall specifically not apply to persons or entities who are or were employees or agents of the Corporation, but who are not or were not directors or officers of the Corporation.

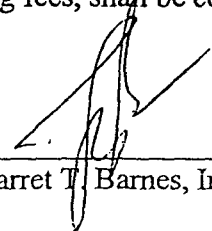
**ARTICLE IX  
INCOME DISTRIBUTION AND DEDICATION OF ASSETS**

The Corporation is a not-for-profit corporation. No part of the income of this Corporation shall be distributed to its members, except as compensation for services rendered, as provided in the Bylaws.

Upon the dissolution or winding up of this Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed equally among the not-for-profit organizations located in Manatee County, Florida, or the one closest to the Corporation if none are located in the County, having the same or similar purposes.

**ARTICLE X  
AMENDMENT OF THE ARTICLES**

These Articles may be altered, amended or repealed in whole or in part by a two-thirds vote of all of the Directors, provided that any such changes shall be consistent with the laws of Florida which define, limit or regulate the powers of the Corporation or the Directors of the Corporation. An Amendment, upon its approval by the Secretary of State of Florida, filing in the office of the said Secretary of State, and payment of all required filing fees, shall be come and be taken as part of these Articles of Incorporation.

  
\_\_\_\_\_  
Garret T. Barnes, Incorporator

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I hereby accept the designation as Registered Agent of the above-named Corporation, and I am familiar with and accept the obligations of the position.

  
\_\_\_\_\_  
Garret T. Barnes

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FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

March 5, 2001

WINDING CREEK HOMEOWNERS ASSOCIATION, INC.  
C/O BRIAN HERRON, ALL FLORIDA REALTY  
4303 1ST STREET EAST, SUITE 313  
BRADENTON, FL 34208

The Articles of Incorporation for WINDING CREEK HOMEOWNERS ASSOCIATION, INC. were filed on March 5, 2001, and assigned document number N01000001491. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H01000023502.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,  
Neysa Culligan  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 301A00013330

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Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

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**BY LAWS  
OF  
WINDING CREEK HOMEOWNERS' ASSOCIATION, INC.,  
A Florida Corporation Not-For-Profit**

These are the Bylaws of Winding Creek Homeowners' Association, Inc., which is referred to as the "Association." Capitalized terms used herein shall have the meanings given them in the Declaration unless otherwise expressly provided herein.

**ARTICLE 1  
PURPOSE**

1.01 **Purpose.** The Association has been organized for the purpose of administering, maintaining and preserving, and managing property in accordance with the Declaration of Protective Covenants for Winding Creek Subdivision, as it may be amended, (the "Declaration") and to promote the health, safety and welfare of the Owners and residents of such property.

1.02 **Office.** The office of the Association shall be at 4303 1<sup>st</sup> Street East, Suite 313, Bradenton, Florida 34208, until changed by the Board.

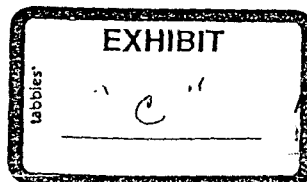
1.03 **Fiscal Year.** The Fiscal Year of the Association shall be the calendar year.

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

**ARTICLE 2  
MEMBERS**

2.01 **Qualification.** Membership shall be determined in accordance with the Declaration.

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



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

### ARTICLE 3 VOTING

3.01 **Voting Rights.** The Regular Members and Builder Members who are the record Owner of each Lot shall be collectively entitled to one (1) vote for each Lot. If Regular Members or Builder Members own more than one Lot, they shall be entitled to one vote for each Lot so owned. A vote attributable to a Lot may not be divided. The Declarant Members shall be entitled to the number of votes provided for in the Declaration.

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

3.03 **Quorum.** A quorum shall exist when Members entitled to cast not fewer than fifty (50%) percent of all votes are present, either in person or by proxy.

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

- (a) **Single Owner.** If a Lot is owned by one natural person, that person is entitled to cast the vote attributable to such Lot.
- (b) **Multiple Owners.** If a Lot is owned by more than one person, the person entitled to cast the vote attributable to such Lot shall be designated by a certificate signed by all of the Owners and filed with the Association. If no certificate designating a voting Member is on file with the Association, and only one of the Owners is present at a meeting, he or she may cast the vote for such Lot without concurrence of the other Owners. If two or more of the Owners are present, they may jointly cast the vote attributable to such Lot if they are able to agree on the manner of casting such vote, but if they are unable so to agree, their vote shall not be counted on any such matter, although the Lot may still be counted for purposes of a quorum.
- (c) **Life Estate.** If a Lot is owned as a life estate, the life tenant shall be entitled to cast the vote attributable to the Lot.
- (d) **Corporations, Partnerships and Limited Liability Companies.** If a Lot is owned by a corporation, partnership or limited liability company, the officer, partner, manager, member, employee or agent thereof entitled to cast the vote attributable to such Lot shall be designated by a certificate executed by an

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executive officer, all general partners, manager or managing member, as applicable, and filed with the Association.

- (e) **Trustees.** If a Lot is owned by trustees, the trustees shall be entitled to cast the vote. Multiple trustees shall be subject to the same provisions as multiple Owners. Trustees may by certificate executed by all trustees and filed with the Association designate a beneficiary as the person entitled to cast the vote.
- (f) **Estates and Guardianships.** If a Lot is subject to administration by a duly authorized and acting personal representative or guardian of the property, then such fiduciary shall be entitled to cast the vote attributable to such Lot upon filing with the Association a current certified copy of his letters of administration or guardianship.
- (g) **Leases.** If a Lot is leased, the Owner/Lessor shall be entitled to cast the vote attributable to the Lot, except that the Owner may designate a lessee as the person entitled to cast the vote attributable to the Lot by a certificate executed by all Owners and filed with the Association.
- (h) **Certificates.** Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until the earlier of any date specified therein or the revocation of such certificate in writing delivered to the Association.

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

3.06 **Proxies.** Votes may be cast in person or by proxy. A proxy shall be in writing, be dated, state the date, time and place of the meeting for which it is given, and be signed by the designated voting representative, or the Owner if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, as the meeting may lawfully be adjourned and reconvened from time to time, and must be filed with the secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person by the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than five (5) proxies. In no event shall a proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

3.07 **Method of Voting.** Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration, whenever an amendment to the Declaration is proposed, or when any borrowing of funds is proposed, the voting shall be by written ballot. Routine matters, such

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as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business, may be determined by "yea" and "nays;" provided, that any five voting Members or the chairman may require a roll call vote or vote by written ballot.

## ARTICLE 4 MEETING OF MEMBERS

4.01 Annual Meeting. The annual meeting of the Members shall be held during the month of March of each year on a day and at a time determined by the Board; provided that notice pursuant to Section 4.03 is given at least 30 days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

4.02 Special Meeting. Special meetings may be called by the Board, the President, any vice president or Members entitled to cast not fewer than fifteen (15%) of the total number of votes.

4.03 Notice of Meetings. Notice of a meeting shall be furnished to each Member entitled to vote at such meeting at least 10 days and no more than 30 days prior to the meeting date. The notice shall specify the date, time and location of the meeting. The notice of all special meetings shall describe the purpose of the meeting, and business conducted at a special meeting is limited to the purposes described in the notice. Notice of the annual meeting need not include a description of the purposes unless required by the Declaration, these Bylaws or by law. Any listing of the purposes of a meeting will not limit the matters upon which the Members may act unless such notice is expressly required by the Declaration, these Bylaws or by law. Notices shall be in writing and shall be mailed or delivered to each Member at such Member's address as it appears on the records of the Association or as the Member may have otherwise directed in writing. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an Owner. A single notice may be furnished to multiple Owners listed on the records of the Association as having the same address. The notice for any meeting at which Assessments are to be considered and acted upon shall contain a statement of the nature of such Assessments and that such Assessments will be considered. Proof of such mailing or delivery of notice shall be given by affidavit or certificate of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

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## ARTICLE 5 DIRECTORS

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

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

- (a) **Annual Election.** Election of directors shall occur at the annual meeting. A nominating committee of not less than three Members may be appointed by the Board not less than 30 days prior to the annual meeting. The nominating committee, if appointed, shall nominate at least one person for each directorship. Other nominations may be made from the floor, a Member may self-nominate, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.
- (b) **Procedure.** Election shall be by ballot, unless dispensed with by a two-thirds vote. Election shall be by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many of the nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (c) **Declarant's Right to Appoint.** Prior to the Turnover Date, the election of directors shall be subject to the rights of the Declarant Members under Section 3.03 of the Declaration. Within thirty (30) days after the Turnover Date, at either an annual meeting or a special meeting called for such purpose, all Regular Members shall be entitled to elect at least a majority of the directors to replace those directors elected or designated by the Declarant, such directors to serve until the next annual meeting date. Of the remaining members of the Board, the Declarant shall be entitled to appoint or elect at least one member of the Board so long as the Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Subdivision. Any other directors shall be elected by all Members.
- (d) **Waiver by Declarant.** Declarant Members may waive their right to elect or designate any one or more directors, which waiver shall, however, apply only to the specific election at which such waiver is made. If the Declarant does waive such right, the Regular Members shall elect the member or members of the Board who would otherwise have been elected or designated by the Declarant. Such persons shall be subject to removal by the Declarant prior to the Turnover Date.

5.03 **Term.** The term of each director's service shall extend to the next annual meeting of the Members at which such director term expires, and thereafter until a successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. The Declarant initially, and thereafter the Board, may establish director terms of more than one year so that the terms of the several directors shall be staggered to assure continuity. In no event shall a term of a director exceed three (3) years, except for directors elected or designated by Declarant. If staggered terms are implemented, all directors shall be elected to serve the same length of time, except that in the first election at which staggered terms are implemented, designated directorships may be established for shorter terms on a one time basis to establish the pattern of staggering.

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conspicuous place in the Subdivision, or as an alternative to such posting, notice must be mailed or delivered to each Member at least seven (7) days before the meeting. Such posting or alternate provision of notice shall not be necessary in an emergency. No Assessment may be levied at any Board meeting unless the notice thereof includes a statement that Assessments will be considered and the nature of the Assessments.

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

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

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

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

5.16 **Voting.** Directors may not vote by proxy or by secret ballot, except that Directors may vote by secret ballot for the election of officers.

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

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

5.19 **Application to Committees.** The quorum, notice and other procedural requirements of Sections 5.11 through 5.16, inclusive, shall be applicable to all committees of the Association.

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**ARTICLE 6**  
**POWERS AND DUTIES OF THE BOARD**

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

6.01 **General Powers.** All powers specifically set forth in the Declaration, Articles and these Bylaws, all powers incident thereto or reasonably to be inferred therefrom, and all powers and authority of a Board of Directors set forth in the Florida Not-For-Profit Corporation Act, except as limited by the Declaration, Articles or these Bylaws.

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

- (a) **Amount.** The amount of such fine shall be in such reasonable amount as may be established from time to time by the Board as an amount deemed adequate to encourage observance of applicable provisions of the Declaration, Articles, Bylaws and rules and regulations, but in no event to exceed any then applicable maximum amount per violation established by applicable Florida Statute (The maximum fine per violation as of the date of adoption of these Bylaws is \$50, as prescribed by Section 617.305(2), Florida Statutes 1997). Each day during which the violation continues shall be deemed a separate offense.
- (b) **Hearing.** No fine shall be imposed upon a Member without first giving such Member at least fourteen (14) days notice and an opportunity for a hearing before a committee (the "Compliance Committee") consisting of at least three (3) Members appointed by the Board. Members of the Compliance Committee may not be officers, directors or employees of the Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee of the Association.
- (c) **Procedure.** The notice required by Section 6.02(b) may be combined with the notice given by or under the authority of the Board to notify the Member of the nature of the violation. The notice required by Section 6.02(b) shall set out the right of the Member to a hearing before the Compliance Committee, the procedure and the limit for the Member to request a hearing, and either the date, time and place of such hearing or that if the Member requests a hearing, the Member shall be given further notice of the date, time, and place of the hearing.

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If the Member does not request a hearing within the fourteen (14) days following notice, then the Compliance Committee may meet at any time thereafter without further notice to the Member, but shall comply with the notice provisions of Section 5.18 of these Bylaws.

- (d) **Committee Decision.** Compliance Committee shall meet and hold a hearing if one has been timely requested by the Member. At the conclusion of the hearing, if one has been requested, or during the meeting if no hearing is held, the Compliance Committee shall either approve or disapprove of the proposed fine. No fine may be imposed unless the Compliance Committee has approved of it.
- (e) **Fine.** Any fine approved by the Compliance Committee shall be assessed by the Board as a Special Charge against the Member and shall constitute a lien upon the Lot of such Member and may be foreclosed by the Association in the same manner as any other lien. Provided, however, that no fine may be levied in any event against the Declarant.

6.03 **Budgets and Assessments.** The Board shall levy Assessments and adopt budgets, and use and expend Assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

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

6.05 **Rules and Regulations.** The Board may adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and the use of the Common Property provided in the Declaration. Any rules or regulations adopted by the Board may be supplemented, amended, or rescinded by affirmative vote of the Owners of not less than two-thirds of the Lots in the Subdivision. Any rules or regulations approved by the Owners shall not thereafter be amended or rescinded except upon affirmative vote of the Owners of not less than two-thirds of the Lots in the Subdivision.

6.06 **Committees.** The Board may create and disband such committees as the Board may from time to time determine as reasonably necessary or useful, and may delegate such authority to such committees as may be reasonable in connection with the purpose. All committees shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board. Nothing contained herein shall restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board.

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## ARTICLE 7 OFFICERS

7.01 **Officers and Election.** The officers of the Association shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board. All officers shall be elected annually by the Board and may be peremptorily removed by majority vote of all directors at any meeting. Each person may hold two offices except that the President shall not also be the Secretary, an assistant secretary, or the Treasurer. The Board shall designate the powers and duties of such other officers as it may create.

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

7.03 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

7.04 **Secretary and Assistant Secretary.** The Secretary shall keep the minutes of all proceedings of the Board and of the Members. He shall attend to the giving and serving of all notices to the Members and directors, and other notices required by law. He shall keep the records of the Association, the Board and committees thereof, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a non-profit corporation, as may be required by the Board or the President. The assistant secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent and assist the Secretary. The minutes of all meetings of the Members and the Board shall be kept in books available for inspection by Members or their authorized representatives, at any reasonable time. All such records shall be retained for not less than seven (7) years.

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

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

7.07 **Term.** All officers shall hold office until their successors are chose and qualified.

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7.08 **Indemnification.** Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director and officer of the Association, whether or not he is Director or Officer at the time such expenses are incurred, except in such cases when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all the rights to which such Officer or Director may be entitled.

## ARTICLE 8 FISCAL MANAGEMENT

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

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

8.02 **Budget.** The Board shall adopt a budget for each fiscal year which shall include the estimated revenues and expense (including any reserves established in accordance with the Declaration) for the year, and the estimated surplus or deficit as of the end of the year immediately preceding the budget year. Within ten (10) business days after the budget is adopted, the Association shall provide each Member with a copy of the annual budget or with written notice that a copy of the budget is available upon request at no charge to the Member within ten (10) business days after receipt of a written request for such copy.

8.03 **Assessments.** Regular Assessments shall be made in advance on or before December 20 preceding the fiscal year for which the Assessment is made. Such Assessment shall be due annually in advance on the date established by the Board, or at the discretion of the Board, in such installments as the Board may determine, payable at the times the Board determines. If a Regular Assessment is not made timely, an Assessment shall be presumed to have been made in the amount of the last prior Regular Assessment, which Assessment may be adjusted at such time as the Board levies and establishes the annual Assessment. If the Regular Assessment proves to be insufficient, the Board may levy Special Assessment from time to time as may be necessary, subject to such approval of Members as may be required by the Declaration. Other Special Assessments as contemplated by the Declaration may be levied by the Board from time to time, with such approval of the Members as may be required by the Declaration. Failure of the Board to adopt a budget or to levy an Assessment in a timely manner shall not affect the validity of an Assessment when adopted, and if necessary the Board may confirm or levy a Regular Assessment retroactive to the beginning of the then current fiscal year.

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8.04 Acceleration of Assessments. The Board may elect to accelerate remaining installments of Regular or Special Assessments payable in installments upon default in payment thereof, and such Assessments shall stand accelerated ten (10) days after notice is delivered to or received by the delinquent Owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

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

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

8.07 Audit. A financial report shall be prepared annually by the Association within sixty (60) days after the close of the fiscal year, and not later than ten (10) business days after the report is completed, either (a) a copy of the report shall be furnished to each Member, or (b) written notice shall be given to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested shall be furnished within ten (10) business days after receipt of the request. Such reports shall consists either of (i) financial statements presented in conformity with generally accepted accounting principles, or (ii) a financial report of actual receipts and expenditures, cash basis, which report must show the amount of receipts and expenditures by classification, and the beginning and ending cash balances of the Association. No report need be audited by a certified public accountant, unless the Board determines otherwise.

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

## ARTICLE 9 PARLIAMENTARY RULES

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

## ARTICLE 10 AMENDMENT

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

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10.02 By the Board. After the Turnover Date, these Bylaws may be amended by the Board in the manner and on the terms contained in Section 10.05(c) of the Declaration.

10.03 By the Members. After the Turnover Date these Bylaws may be amended by the Members at any regular or special meeting duly called for that purpose. Prior to that date which is five (5) years after the Completion Date, to be effective a proposed amendment must be approved by the Owners of an absolute majority of all Lots. More than five (5) years after the Completion Date, to be effective an amendment must be approved by the great of sixty-seven (67%) percent of those Members entitled to vote at such meeting, or Members who are Owners of not less than twenty-five (25%) percent of all Lots.

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

## ARTICLE 11 MISCELLANEOUS

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

The foregoing was adopted as the Bylaws of the Association by the Board of Directors as of the 8<sup>th</sup> day of March, 2001.

WINDING CREEK HOMEOWNER'S  
ASSOCIATION, INC.

By: [Signature]  
Its: President

ATTEST:

[Signature]  
Secretary

ACCEPTED IN OPEN SESSION JUL 23 2002  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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### CONSERVATION EASEMENT

In consideration of the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, SYED ARIF, Developer, whose address is 1705 Astor Avenue, Oakbrook Terrace, Illinois 60181 ("Grantor"), certify ownership of the property described as follows:

#### SEE LEGAL DESCRIPTION AS EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

on behalf of itself and its successors, heirs and assigns, grants and gives unto Manatee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, ("Grantee"), a Conservation Easement pursuant to Florida Statutes 704.06 over the above-described property of the Grantor.

Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conversation Easement without the prior consent of Grantee:

- Construction or placing of buildings, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.

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ACCEPTED IN OPEN SESSION  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

DECLARATION OF COVENANTS.

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

Signed, sealed and delivered in the presence of:

William Lacey  
Witness

Syed Arif  
SYED ARIF

William Lacey  
Print Name of Witness

D. Roessler  
Witness

D. Roessler  
Print Name of Witness

STATE OF ILLINOIS  
COUNTY OF DuPAGE

The foregoing instrument was acknowledged before me this 11 day of July, 2002, by SYED ARIF,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

Michael Robinson  
NOTARY PUBLIC

My Commission Expires:



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# Exhibit "A"

## DESCRIPTION WETLAND "A"

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1509, PAGE 656, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING A PORTION OF SECTION 4 AND SECTION 5, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 1641, PAGE 4361, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 00°16'39" W, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 160.36 FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE EAST LINE OF SAID LANDS RECORDED IN OFFICIAL RECORD BOOK 1641, PAGE 4361, N 33°38'51" E, A DISTANCE OF 80.83 FEET; THENCE N 39°59'12" E, A DISTANCE OF 58.78 FEET; THENCE N 52°55'44" E, A DISTANCE OF 49.20 FEET; THENCE N 57°28'15" E, A DISTANCE OF 20.60 FEET; THENCE N 83°32'55" E, A DISTANCE OF 10.73 FEET; THENCE N 60°44'09" E, A DISTANCE OF 25.55 FEET; THENCE N 69°05'15" E, A DISTANCE OF 74.72 FEET; THENCE N 75°50'41" E, A DISTANCE OF 30.99 FEET; THENCE N 67°46'03" E, A DISTANCE OF 118.89 FEET; THENCE N 54°50'47" E, A DISTANCE OF 41.13 FEET; THENCE N 70°50'10" E, A DISTANCE OF 20.18 FEET; THENCE N 62°19'29" E, A DISTANCE OF 30.49 FEET; THENCE N 37°35'49" E, A DISTANCE OF 53.19 FEET; THENCE N 44°15'50" E, A DISTANCE OF 61.93 FEET; THENCE N 27°30'15" E, A DISTANCE OF 64.17 FEET; THENCE N 15°00'35" E, A DISTANCE OF 33.03 FEET; THENCE N 19°11'11" E, A DISTANCE OF 139.92 FEET; THENCE N 10°39'22" E, A DISTANCE OF 85.29 FEET; THENCE N 00°01'39" W, A DISTANCE OF 59.23 FEET; THENCE N 13°40'28" E, A DISTANCE OF 115.22 FEET; THENCE N 25°44'13" E, A DISTANCE OF 41.45 FEET; THENCE N 53°41'47" E, A DISTANCE OF 36.80 FEET; THENCE N 63°23'33" E, A DISTANCE OF 77.84 FEET; THENCE N 54°13'47" E, A DISTANCE OF 69.07 FEET; THENCE N 45°38'44" E, A DISTANCE OF 24.86 FEET; THENCE N 30°33'23" E, A DISTANCE OF 70.42 FEET; THENCE N 35°52'25" E, A DISTANCE OF 67.16 FEET; THENCE N 39°34'36" E, A DISTANCE OF 154.96 FEET; THENCE N 33°28'50" E, A DISTANCE OF 31.28 FEET; THENCE N 41°21'08" E, A DISTANCE OF 73.86 FEET; THENCE N 35°26'43" E, A DISTANCE OF 67.29 FEET; THENCE N 22°50'15" E, A DISTANCE OF 68.24 FEET; THENCE N 34°32'47" E, A DISTANCE OF 29.41 FEET; THENCE N 23°17'22" E, A DISTANCE OF 39.96 FEET; THENCE N 31°38'05" E, A DISTANCE OF 159.51 FEET; THENCE N 32°52'58" E, A DISTANCE OF 88.64 FEET; THENCE N 18°25'22" E, A DISTANCE OF 29.34 FEET; THENCE N 44°34'27" E, A DISTANCE OF 180.06 FEET; THENCE N 39°46'41" E, A DISTANCE OF 120.93 FEET; THENCE N 60°41'57" E, A DISTANCE OF 46.74 FEET; THENCE N 23°26'27" E, A DISTANCE OF 51.64 FEET; THENCE N 44°24'39" E, A DISTANCE OF 31.75 FEET; THENCE N 14°18'46" E, A DISTANCE OF 36.29 FEET; THENCE N 38°55'35" E, A DISTANCE OF 27.59 FEET; THENCE N 27°41'29" E, A DISTANCE OF 157.10 FEET; THENCE N 37°11'31" E, A DISTANCE OF 62.17 FEET; THENCE N 25°49'34" E, A DISTANCE OF 33.42 FEET; THENCE N 43°06'21" E, A DISTANCE OF 27.58 FEET; THENCE N 26°11'35" E, A DISTANCE OF 101.16 FEET; THENCE N 10°23'34" E, A DISTANCE OF 94.18 FEET; THENCE N 15°09'47" E, A DISTANCE OF 137.72 FEET; THENCE N 26°36'50" E, A DISTANCE OF 54.36 FEET; THENCE N 13°57'04" E, A DISTANCE OF 83.18 FEET; THENCE N 11°23'25" E, A DISTANCE OF 93.13 FEET; THENCE N 13°40'42" E, A DISTANCE OF 38.24 FEET; THENCE N 07°12'41" E, A DISTANCE OF 72.35 FEET; THENCE N 02°23'38" E, A DISTANCE OF 158.96 FEET; THENCE N 00°01'04" E, A DISTANCE OF 52.97 FEET; THENCE N 07°24'23" W, A DISTANCE OF 69.76 FEET; THENCE N 08°36'06" W, A DISTANCE OF 57.18 FEET; THENCE N 23°04'44" W, A DISTANCE OF 62.30 FEET; THENCE N 43°43'45" W, A DISTANCE OF 62.28 FEET; THENCE N 37°02'50" W, A DISTANCE OF 71.17 FEET; THENCE N 31°53'07" W, A DISTANCE OF 84.14 FEET; THENCE N 24°12'20" W, A DISTANCE OF 70.61 FEET; THENCE N 72°01'08" W, A DISTANCE OF 31.09 FEET; THENCE N 31°44'50" W, A DISTANCE OF 54.98 FEET; THENCE N 60°01'11" W, A DISTANCE OF 51.37 FEET; THENCE N 31°26'08" E, A DISTANCE OF 41.67 FEET; THENCE N 20°40'11" E, A DISTANCE OF 80.04 FEET; THENCE N 36°57'33" E, A DISTANCE OF 66.07 FEET; THENCE N 28°15'17" E, A DISTANCE OF 31.09 FEET; THENCE N 87°04'33" E, A DISTANCE OF 102.30 FEET; THENCE N 71°47'20" E, A DISTANCE OF 111.92 FEET; THENCE N 84°38'24" E, A DISTANCE OF 70.95 FEET; THENCE N 69°44'11" E, A DISTANCE OF 56.14

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MANATEE COUNTY COMMISSIONERS MANATEE COUNTY

FEET; THENCE N 60°14'26" E, A DISTANCE OF 69.62 FEET; THENCE N 74°10'06" E, A DISTANCE OF 143.83 FEET; THENCE N 72°45'20" E, A DISTANCE OF 102.74 FEET; THENCE N 48°20'47" E, A DISTANCE OF 62.30 FEET; THENCE N 60°42'18" E, A DISTANCE OF 51.58 FEET; THENCE S 70°58'02" E, A DISTANCE OF 67.76 FEET; THENCE N 51°29'52" E, A DISTANCE OF 27.60 FEET; THENCE N 72°52'20" E, A DISTANCE OF 50.05 FEET; THENCE N 84°09'01" E, A DISTANCE OF 43.21 FEET; THENCE N 64°49'50" E, A DISTANCE OF 71.87 FEET; THENCE S 77°09'10" E, A DISTANCE OF 99.83 FEET; THENCE N 46°08'21" E, A DISTANCE OF 69.08 FEET; THENCE N 81°53'53" E, A DISTANCE OF 97.33 FEET; THENCE N 71°48'59" E, A DISTANCE OF 38.15 FEET; THENCE N 47°24'44" E, A DISTANCE OF 54.93 FEET; THENCE N 70°48'55" E, A DISTANCE OF 48.91 FEET; THENCE N 53°54'24" E, A DISTANCE OF 22.74 FEET; THENCE N 60°12'03" E, A DISTANCE OF 100.66 FEET; THENCE N 44°02'04" E, A DISTANCE OF 51.42 FEET; THENCE N 20°36'57" E, A DISTANCE OF 76.87 FEET; THENCE N 24°08'39" W, A DISTANCE OF 65.21 FEET; THENCE N 51°23'18" E, A DISTANCE OF 24.47 FEET; THENCE N 42°06'00" E, A DISTANCE OF 127.88 FEET; THENCE N 33°59'13" E, A DISTANCE OF 112.79 FEET; THENCE N 58°19'07" E, A DISTANCE OF 30.19 FEET; THENCE N 83°49'11" E, A DISTANCE OF 33.68 FEET; THENCE N 41°14'27" E, A DISTANCE OF 29.64 FEET; THENCE S 86°13'11" E, A DISTANCE OF 69.80 FEET; THENCE N 70°09'37" E, A DISTANCE OF 48.60 FEET; THENCE N 55°20'09" E, A DISTANCE OF 44.37 FEET; THENCE N 29°54'16" E, A DISTANCE OF 21.19 FEET; THENCE N 63°17'09" E, A DISTANCE OF 75.96 FEET; THENCE N 89°03'29" E, A DISTANCE OF 87.65 FEET; THENCE S 79°52'21" E, A DISTANCE OF 90.64 FEET; THENCE S 00°23'56" E, A DISTANCE OF 139.86 FEET; THENCE N 81°40'15" E, A DISTANCE OF 149.02 FEET; THENCE N 42°06'07" E, A DISTANCE OF 25.68 FEET; THENCE N 88°44'21" E, A DISTANCE OF 15.66 FEET; THENCE N 67°40'18" E, A DISTANCE OF 32.76 FEET; THENCE S 72°54'47" E, A DISTANCE OF 36.07 FEET; THENCE S 50°47'33" E, A DISTANCE OF 34.40 FEET; THENCE S 31°13'10" E, A DISTANCE OF 24.54 FEET; THENCE S 39°43'04" E, A DISTANCE OF 30.47 FEET; THENCE S 24°34'08" E, A DISTANCE OF 60.00 FEET; THENCE S 03°56'35" W, A DISTANCE OF 71.52 FEET; THENCE S 44°39'30" W, A DISTANCE OF 46.02 FEET; THENCE S 37°14'53" W, A DISTANCE OF 69.96 FEET; THENCE S 24°56'30" W, A DISTANCE OF 99.73 FEET; THENCE S 26°42'01" E, A DISTANCE OF 75.70 FEET; THENCE S 33°25'10" E, A DISTANCE OF 40.13 FEET; THENCE S 00°16'02" E, A DISTANCE OF 49.94 FEET; THENCE S 36°33'31" W, A DISTANCE OF 56.51 FEET; THENCE S 61°49'08" W, A DISTANCE OF 82.82 FEET; THENCE S 48°33'30" W, A DISTANCE OF 31.40 FEET; THENCE S 35°49'55" W, A DISTANCE OF 54.76 FEET; THENCE S 40°48'04" W, A DISTANCE OF 41.80 FEET; THENCE S 68°44'03" W, A DISTANCE OF 48.92 FEET; THENCE N 78°20'04" W, A DISTANCE OF 17.56 FEET; THENCE N 12°06'07" W, A DISTANCE OF 23.04 FEET; THENCE N 08°40'57" W, A DISTANCE OF 51.59 FEET; THENCE N 20°01'43" W, A DISTANCE OF 57.03 FEET; THENCE N 23°52'07" W, A DISTANCE OF 48.25 FEET; THENCE N 33°35'47" W, A DISTANCE OF 25.56 FEET; THENCE N 48°54'28" W, A DISTANCE OF 27.88 FEET; THENCE N 65°48'42" W, A DISTANCE OF 27.08 FEET; THENCE N 75°22'10" W, A DISTANCE OF 67.00 FEET; THENCE S 43°23'28" W, A DISTANCE OF 78.92 FEET; THENCE S 21°29'30" W, A DISTANCE OF 50.00 FEET; THENCE S 06°53'37" W, A DISTANCE OF 58.64 FEET; THENCE S 01°44'36" E, A DISTANCE OF 35.75 FEET; THENCE S 06°54'54" W, A DISTANCE OF 19.10 FEET; THENCE S 48°17'23" W, A DISTANCE OF 33.92 FEET; THENCE S 17°14'43" W, A DISTANCE OF 20.77 FEET; THENCE S 51°55'18" W, A DISTANCE OF 19.51 FEET; THENCE S 12°23'49" W, A DISTANCE OF 33.38 FEET; THENCE S 31°30'14" W, A DISTANCE OF 21.13 FEET; THENCE S 04°03'37" W, A DISTANCE OF 42.69 FEET; THENCE S 04°57'16" E, A DISTANCE OF 44.80 FEET; THENCE S 17°21'30" E, A DISTANCE OF 49.85 FEET; THENCE S 26°46'54" E, A DISTANCE OF 43.28 FEET; THENCE S 08°34'53" E, A DISTANCE OF 15.66 FEET; THENCE S 27°25'14" E, A DISTANCE OF 45.26 FEET; THENCE S 07°59'55" W, A DISTANCE OF 44.88 FEET; THENCE S 57°31'35" W, A DISTANCE OF 31.40 FEET; THENCE S 66°16'41" W, A DISTANCE OF 38.12 FEET; THENCE S 85°08'01" W, A DISTANCE OF 17.78 FEET; THENCE S 32°17'40" W, A DISTANCE OF 69.71 FEET; THENCE S 22°51'40" W, A DISTANCE OF 46.61 FEET; THENCE S 17°51'46" W, A DISTANCE OF 18.21 FEET; THENCE S 27°52'54" W, A DISTANCE OF 29.93 FEET; THENCE S 43°07'39" W, A DISTANCE OF 23.94 FEET; THENCE S 39°10'44" W, A DISTANCE OF 36.58 FEET; THENCE S 51°15'26" W, A DISTANCE OF 48.97 FEET; THENCE

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S 57°31'21" W, A DISTANCE OF 65.17 FEET; THENCE S 54°22'41" W, A DISTANCE OF 71.00 FEET; THENCE S 42°58'54" W, A DISTANCE OF 40.35 FEET; THENCE S 30°54'52" W, A DISTANCE OF 96.72 FEET; THENCE S 22°50'30" W, A DISTANCE OF 29.25 FEET; THENCE S 33°19'32" W, A DISTANCE OF 54.69 FEET; THENCE S 61°23'36" W, A DISTANCE OF 76.88 FEET; THENCE S 49°02'57" W, A DISTANCE OF 41.08 FEET; THENCE S 39°34'56" W, A DISTANCE OF 90.16 FEET; THENCE S 13°31'55" W, A DISTANCE OF 82.64 FEET; THENCE S 05°32'11" W, A DISTANCE OF 84.07 FEET; THENCE S 38°12'43" W, A DISTANCE OF 21.32 FEET; THENCE S 34°08'29" W, A DISTANCE OF 23.53 FEET; THENCE S 47°52'21" W, A DISTANCE OF 37.60 FEET; THENCE S 33°43'53" W, A DISTANCE OF 81.37 FEET; THENCE S 06°25'17" W, A DISTANCE OF 102.20 FEET; THENCE S 06°40'32" E, A DISTANCE OF 41.32 FEET; THENCE S 12°32'55" E, A DISTANCE OF 44.95 FEET; THENCE S 34°16'26" E, A DISTANCE OF 87.71 FEET; THENCE S 39°03'49" E, A DISTANCE OF 73.62 FEET; THENCE S 48°03'20" E, A DISTANCE OF 64.89 FEET; THENCE S 25°33'21" E, A DISTANCE OF 15.37 FEET; THENCE S 39°27'24" E, A DISTANCE OF 85.18 FEET; THENCE S 44°41'47" E, A DISTANCE OF 134.11 FEET; THENCE S 49°35'04" E, A DISTANCE OF 51.50 FEET; THENCE S 56°25'05" E, A DISTANCE OF 33.14 FEET; THENCE S 47°36'44" E, A DISTANCE OF 36.20 FEET; THENCE S 51°27'35" E, A DISTANCE OF 113.28 FEET; THENCE S 37°06'21" E, A DISTANCE OF 123.76 FEET; THENCE S 29°29'06" E, A DISTANCE OF 19.41 FEET; THENCE S 48°21'27" E, A DISTANCE OF 82.23 FEET; THENCE S 59°13'03" E, A DISTANCE OF 60.94 FEET; THENCE S 68°47'54" E, A DISTANCE OF 72.33 FEET; THENCE S 66°09'50" E, A DISTANCE OF 52.49 FEET; THENCE S 40°19'17" E, A DISTANCE OF 37.73 FEET; THENCE S 30°18'47" E, A DISTANCE OF 47.96 FEET; THENCE S 39°56'33" E, A DISTANCE OF 34.20 FEET; THENCE S 29°08'59" E, A DISTANCE OF 28.62 FEET; THENCE S 45°13'45" E, A DISTANCE OF 51.26 FEET; THENCE S 69°10'02" E, A DISTANCE OF 65.87 FEET; THENCE S 79°11'10" E, A DISTANCE OF 34.72 FEET; THENCE N 83°12'36" E, A DISTANCE OF 57.96 FEET; THENCE N 65°53'42" E, A DISTANCE OF 48.93 FEET; THENCE N 56°06'33" E, A DISTANCE OF 75.39 FEET; THENCE N 45°15'22" E, A DISTANCE OF 29.80 FEET; THENCE N 35°15'08" E, A DISTANCE OF 40.31 FEET; THENCE N 35°24'04" E, A DISTANCE OF 60.33 FEET; THENCE N 20°43'59" E, A DISTANCE OF 34.13 FEET; THENCE N 06°57'28" E, A DISTANCE OF 67.58 FEET; THENCE N 04°10'18" W, A DISTANCE OF 51.16 FEET; THENCE N 02°55'37" E, A DISTANCE OF 78.45 FEET; THENCE N 00°02'52" W, A DISTANCE OF 68.44 FEET; THENCE N 05°26'37" W, A DISTANCE OF 53.84 FEET; THENCE N 39°04'57" W, A DISTANCE OF 89.93 FEET; THENCE N 63°13'09" W, A DISTANCE OF 50.55 FEET; THENCE N 43°59'27" W, A DISTANCE OF 17.98 FEET; THENCE S 84°29'33" W, A DISTANCE OF 65.18 FEET; THENCE N 82°59'37" W, A DISTANCE OF 45.17 FEET; THENCE S 82°09'44" W, A DISTANCE OF 36.81 FEET; THENCE S 88°20'30" W, A DISTANCE OF 25.76 FEET; THENCE N 56°57'23" W, A DISTANCE OF 31.66 FEET; THENCE N 03°48'24" W, A DISTANCE OF 85.84 FEET; THENCE N 11°00'50" W, A DISTANCE OF 34.12 FEET; THENCE N 13°24'34" W, A DISTANCE OF 187.83 FEET; THENCE N 20°09'31" W, A DISTANCE OF 23.18 FEET; THENCE N 03°57'41" W, A DISTANCE OF 25.88 FEET; THENCE N 41°39'44" W, A DISTANCE OF 81.56 FEET; THENCE N 44°48'08" W, A DISTANCE OF 61.20 FEET; THENCE N 53°52'41" W, A DISTANCE OF 88.80 FEET; THENCE N 36°54'01" W, A DISTANCE OF 31.60 FEET; THENCE N 44°29'19" E, A DISTANCE OF 33.52 FEET; THENCE N 62°42'10" E, A DISTANCE OF 27.83 FEET; THENCE N 56°28'35" E, A DISTANCE OF 70.90 FEET; THENCE N 48°36'16" E, A DISTANCE OF 31.04 FEET; THENCE N 40°04'33" E, A DISTANCE OF 87.24 FEET; THENCE N 35°54'45" E, A DISTANCE OF 83.42 FEET; THENCE N 29°40'40" E, A DISTANCE OF 128.68 FEET; THENCE N 63°35'39" E, A DISTANCE OF 52.62 FEET; THENCE N 35°04'49" E, A DISTANCE OF 112.80 FEET; THENCE N 42°17'10" E, A DISTANCE OF 27.94 FEET; THENCE N 35°26'37" E, A DISTANCE OF 48.71 FEET; THENCE N 48°36'52" E, A DISTANCE OF 89.34 FEET; THENCE S 76°15'30" E, A DISTANCE OF 48.55 FEET; THENCE S 32°24'30" E, A DISTANCE OF 40.86 FEET; THENCE S 09°33'44" E, A DISTANCE OF 52.00 FEET; THENCE S 16°21'14" E, A DISTANCE OF 30.38 FEET; THENCE S 31°10'24" E, A DISTANCE OF 33.63 FEET; THENCE S 40°51'59" E, A DISTANCE OF 42.15 FEET; THENCE S 61°02'31" E, A DISTANCE OF 42.69 FEET; THENCE S 77°55'36" E, A DISTANCE OF 45.28 FEET; THENCE N 89°47'25" E, A DISTANCE OF 42.91 FEET; THENCE N 44°09'39" E, A DISTANCE OF 19.26 FEET; THENCE N 80°42'38" E, A DISTANCE OF 28.66 FEET; THENCE N 62°52'59" E, A

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DISTANCE OF 47.30 FEET; THENCE S 07°27'46" E, A DISTANCE OF 20.20 FEET; THENCE S 23°24'30" E, A DISTANCE OF 40.92 FEET; THENCE S 36°57'45" E, A DISTANCE OF 49.49 FEET; THENCE S 43°45'57" E, A DISTANCE OF 56.75 FEET; THENCE S 39°03'51" E, A DISTANCE OF 73.91 FEET; THENCE S 55°16'13" E, A DISTANCE OF 35.54 FEET; THENCE S 66°03'50" E, A DISTANCE OF 71.39 FEET; THENCE S 14°37'56" E, A DISTANCE OF 78.38 FEET; THENCE S 31°44'17" E, A DISTANCE OF 56.64 FEET; THENCE S 58°24'14" E, A DISTANCE OF 62.91 FEET; THENCE S 16°54'32" E, A DISTANCE OF 21.37 FEET; THENCE S 40°46'17" E, A DISTANCE OF 47.56 FEET; THENCE S 18°16'41" E, A DISTANCE OF 27.69 FEET; THENCE S 30°34'31" E, A DISTANCE OF 39.34 FEET; THENCE S 09°28'13" E, A DISTANCE OF 35.73 FEET; THENCE S 22°45'10" E, A DISTANCE OF 29.25 FEET; THENCE S 34°19'27" E, A DISTANCE OF 29.45 FEET; THENCE S 55°59'38" E, A DISTANCE OF 44.53 FEET; THENCE N 88°21'30" E, A DISTANCE OF 42.10 FEET; THENCE S 16°45'14" E, A DISTANCE OF 79.36 FEET; THENCE S 45°48'46" E, A DISTANCE OF 59.16 FEET; THENCE S 87°22'05" E, A DISTANCE OF 110.23 FEET; THENCE N 88°17'21" E, A DISTANCE OF 48.71 FEET; THENCE S 03°57'17" W, A DISTANCE OF 54.78 FEET; THENCE S 18°44'58" W, A DISTANCE OF 55.11 FEET; THENCE S 64°10'42" W, A DISTANCE OF 43.35 FEET; THENCE S 35°15'38" W, A DISTANCE OF 78.05 FEET; THENCE S 19°30'46" W, A DISTANCE OF 39.73 FEET; THENCE S 05°11'46" W, A DISTANCE OF 68.14 FEET; THENCE S 11°40'32" E, A DISTANCE OF 44.02 FEET; THENCE S 25°39'16" W, A DISTANCE OF 60.42 FEET; THENCE N 12°40'03" W, A DISTANCE OF 37.19 FEET; THENCE N 30°11'16" W, A DISTANCE OF 65.80 FEET; THENCE N 45°14'23" W, A DISTANCE OF 41.07 FEET; THENCE N 55°32'46" W, A DISTANCE OF 54.39 FEET; THENCE N 88°41'44" W, A DISTANCE OF 73.04 FEET; THENCE S 80°03'46" W, A DISTANCE OF 52.09 FEET; THENCE S 70°00'46" W, A DISTANCE OF 69.16 FEET; THENCE S 58°53'14" W, A DISTANCE OF 98.47 FEET; THENCE S 67°35'38" W, A DISTANCE OF 61.36 FEET; THENCE S 88°18'19" W, A DISTANCE OF 29.78 FEET; THENCE N 75°38'58" W, A DISTANCE OF 34.14 FEET; THENCE S 89°19'01" W, A DISTANCE OF 43.50 FEET; THENCE S 72°15'45" W, A DISTANCE OF 83.42 FEET; THENCE S 59°10'18" W, A DISTANCE OF 50.81 FEET; THENCE S 45°32'27" W, A DISTANCE OF 53.88 FEET; THENCE S 14°45'02" W, A DISTANCE OF 82.68 FEET; THENCE S 21°51'29" W, A DISTANCE OF 101.39 FEET; THENCE S 04°51'33" W, A DISTANCE OF 115.04 FEET; THENCE S 07°29'41" E, A DISTANCE OF 170.71 FEET; THENCE S 19°14'53" W, A DISTANCE OF 23.31 FEET; THENCE N 50°58'27" W, A DISTANCE OF 69.91 FEET; THENCE N 53°31'35" W, A DISTANCE OF 51.13 FEET; THENCE S 89°26'50" W, A DISTANCE OF 73.62 FEET; THENCE S 53°51'02" W, A DISTANCE OF 32.92 FEET; THENCE S 51°55'10" W, A DISTANCE OF 66.13 FEET; THENCE S 55°52'57" W, A DISTANCE OF 55.27 FEET; THENCE S 39°51'55" W, A DISTANCE OF 56.50 FEET; THENCE S 24°33'56" W, A DISTANCE OF 9.46 FEET; THENCE S 67°28'40" W, A DISTANCE OF 28.50 FEET; THENCE N 88°22'20" W, A DISTANCE OF 63.34 FEET; THENCE S 68°11'03" W, A DISTANCE OF 47.18 FEET; THENCE S 76°35'37" W, A DISTANCE OF 82.21 FEET; THENCE S 55°34'45" W, A DISTANCE OF 60.67 FEET; THENCE S 38°06'44" W, A DISTANCE OF 94.53 FEET; THENCE S 15°48'10" W, A DISTANCE OF 71.05 FEET; THENCE S 04°43'25" E, A DISTANCE OF 49.18 FEET; THENCE S 18°47'16" E, A DISTANCE OF 55.86 FEET; THENCE S 31°42'50" E, A DISTANCE OF 38.63 FEET; THENCE S 42°06'56" E, A DISTANCE OF 22.91 FEET; THENCE S 18°05'39" E, A DISTANCE OF 49.09 FEET; THENCE S 07°18'09" E, A DISTANCE OF 21.83 FEET; THENCE S 05°44'43" W, A DISTANCE OF 70.94 FEET; THENCE S 14°03'01" E, A DISTANCE OF 36.98 FEET; THENCE S 22°42'13" E, A DISTANCE OF 48.17 FEET; THENCE S 30°21'04" E, A DISTANCE OF 31.85 FEET; THENCE S 53°04'38" E, A DISTANCE OF 39.36 FEET; THENCE S 86°17'38" W, A DISTANCE OF 50.88 FEET; THENCE S 76°27'57" W, A DISTANCE OF 35.26 FEET; THENCE S 67°51'27" W, A DISTANCE OF 41.74 FEET; THENCE N 63°38'40" W, A DISTANCE OF 21.94 FEET; THENCE S 57°30'53" W, A DISTANCE OF 60.76 FEET; THENCE S 75°00'40" W, A DISTANCE OF 32.17 FEET; THENCE S 89°54'28" W, A DISTANCE OF 32.49 FEET; THENCE N 26°46'29" W, A DISTANCE OF 17.40 FEET; THENCE S 71°24'04" W, A DISTANCE OF 142.76 FEET; THENCE S 57°37'00" W, A DISTANCE OF 20.07 FEET; THENCE S 48°30'20" W, A DISTANCE OF 62.46 FEET; THENCE S 27°54'08" W, A DISTANCE OF 95.81 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 22 EAST; THENCE S 89°52'17" E,

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ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 22 EAST, A DISTANCE OF 781.60 FEET; THENCE LEAVING SAID LINE, N 16°04'19" W, A DISTANCE OF 75.36 FEET; THENCE N 21°13'39" W, A DISTANCE OF 24.83 FEET; THENCE N 16°32'44" W, A DISTANCE OF 31.53 FEET; THENCE N 48°30'41" W, A DISTANCE OF 50.18 FEET; THENCE N 69°34'19" W, A DISTANCE OF 35.43 FEET; THENCE N 78°04'58" W, A DISTANCE OF 51.26 FEET; THENCE S 84°14'57" W, A DISTANCE OF 8.76 FEET; THENCE N 59°31'19" W, A DISTANCE OF 51.20 FEET; THENCE N 88°35'33" E, A DISTANCE OF 33.51 FEET; THENCE N 84°47'23" E, A DISTANCE OF 23.42 FEET; THENCE N 81°13'19" E, A DISTANCE OF 44.31 FEET; THENCE N 63°52'07" E, A DISTANCE OF 89.35 FEET; THENCE N 54°23'01" E, A DISTANCE OF 38.16 FEET; THENCE N 35°24'32" E, A DISTANCE OF 42.15 FEET; THENCE N 15°35'34" E, A DISTANCE OF 16.07 FEET; THENCE N 27°51'46" E, A DISTANCE OF 28.70 FEET; THENCE N 06°26'08" W, A DISTANCE OF 9.21 FEET; THENCE S 89°27'21" E, A DISTANCE OF 17.22 FEET; THENCE N 82°34'34" E, A DISTANCE OF 36.88 FEET; THENCE S 86°28'29" E, A DISTANCE OF 14.90 FEET; THENCE S 54°58'13" E, A DISTANCE OF 25.35 FEET; THENCE S 42°58'12" E, A DISTANCE OF 24.26 FEET; THENCE S 49°41'39" E, A DISTANCE OF 17.46 FEET; THENCE S 44°32'57" E, A DISTANCE OF 47.85 FEET; THENCE S 46°28'51" E, A DISTANCE OF 32.34 FEET; THENCE S 51°32'59" E, A DISTANCE OF 20.08 FEET; THENCE S 58°24'25" E, A DISTANCE OF 43.86 FEET; THENCE N 89°47'25" E, A DISTANCE OF 53.02 FEET; THENCE S 76°10'24" E, A DISTANCE OF 7.39 FEET; THENCE N 86°08'17" E, A DISTANCE OF 33.08 FEET; THENCE N 67°59'20" E, A DISTANCE OF 27.34 FEET; THENCE N 56°23'57" E, A DISTANCE OF 21.23 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 35 SOUTH, RANGE 22 EAST; THENCE N 00°13'59" E, ALONG SAID EAST LINE, A DISTANCE OF 1,144.25 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE S 89°03'40" E, ALONG SAID SECTION 4, A DISTANCE OF 1,327.28 FEET TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 22 EAST; THENCE N 01°50'41" E, ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 4,583.81 FEET; THENCE LEAVING SAID EAST LINE OF SECTION 33, N 84°48'29" W, A DISTANCE OF 119.91 FEET; THENCE S 45°00'48" W, A DISTANCE OF 89.20 FEET; THENCE S 41°43'31" W, A DISTANCE OF 113.36 FEET; THENCE N 85°14'19" W, A DISTANCE OF 18.95 FEET; THENCE S 88°59'06" W, A DISTANCE OF 181.01 FEET; THENCE N 81°15'28" W, A DISTANCE OF 41.04 FEET; THENCE N 85°22'43" W, A DISTANCE OF 40.55 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 28°13'44"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 36.95 FEET; THENCE S 66°23'33" W, A DISTANCE OF 48.12 FEET; THENCE S 18°38'56" W, A DISTANCE OF 23.87 FEET; THENCE S 63°10'46" W, A DISTANCE OF 15.28 FEET; THENCE S 19°54'54" W, A DISTANCE OF 45.74 FEET; THENCE S 10°40'41" W, A DISTANCE OF 42.60 FEET; THENCE S 00°15'20" E, A DISTANCE OF 23.37 FEET; THENCE S 06°00'50" E, A DISTANCE OF 35.83 FEET; THENCE S 20°21'24" E, A DISTANCE OF 55.49 FEET; THENCE S 40°03'40" E, A DISTANCE OF 47.34 FEET; THENCE S 64°57'25" E, A DISTANCE OF 53.87 FEET; THENCE S 02°05'53" E, A DISTANCE OF 35.48 FEET; THENCE S 03°04'16" E, A DISTANCE OF 39.55 FEET; THENCE S 13°00'03" E, A DISTANCE OF 34.41 FEET; THENCE S 28°10'57" E, A DISTANCE OF 84.39 FEET; THENCE S 43°23'44" E, A DISTANCE OF 97.03 FEET; THENCE S 61°54'08" E, A DISTANCE OF 61.33 FEET; THENCE S 77°29'14" E, A DISTANCE OF 75.91 FEET; THENCE S 40°36'51" E, A DISTANCE OF 24.34 FEET; THENCE S 22°17'10" E, A DISTANCE OF 19.17 FEET; THENCE S 34°15'10" W, A DISTANCE OF 12.82 FEET; THENCE S 89°21'06" W, A DISTANCE OF 43.37 FEET; THENCE S 81°59'50" W, A DISTANCE OF 53.45 FEET; THENCE S 68°20'43" W, A DISTANCE OF 61.16 FEET; THENCE S 59°39'47" W, A DISTANCE OF 81.53 FEET; THENCE S 49°20'43" W, A DISTANCE OF 85.81 FEET; THENCE S 31°44'59" W, A DISTANCE OF 38.02 FEET; THENCE S 11°56'50" W, A DISTANCE OF 57.07 FEET; THENCE S 19°40'37" W, A DISTANCE OF 41.42 FEET; THENCE S 07°39'46" W, A DISTANCE OF 82.05 FEET; THENCE S 26°10'31" W, A DISTANCE OF 44.06 FEET; THENCE S 86°27'35" W, A DISTANCE OF 160.68 FEET; THENCE S 66°43'41" W, A DISTANCE OF 63.00 FEET; THENCE N 45°00'00" W, A DISTANCE OF 5.91 FEET; THENCE N 21°54'12" E, A DISTANCE OF 97.72 FEET; THENCE N 43°39'14" E, A DISTANCE OF 109.13 FEET; THENCE N 26°15'05" E, A

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DISTANCE OF 22.96 FEET; THENCE N 36°20'02" E, A DISTANCE OF 102.44 FEET; THENCE N 23°38'30" E, A DISTANCE OF 93.96 FEET; THENCE N 04°33'17" E, A DISTANCE OF 48.20 FEET; THENCE N 23°34'20" W, A DISTANCE OF 69.53 FEET; THENCE N 38°43'07" W, A DISTANCE OF 23.33 FEET; THENCE N 08°33'53" E, A DISTANCE OF 44.15 FEET; THENCE N 37°09'57" W, A DISTANCE OF 95.31 FEET; THENCE S 89°44'40" W, A DISTANCE OF 10.17 FEET; THENCE N 15°20'40" W, A DISTANCE OF 63.87 FEET; THENCE N 47°18'49" W, A DISTANCE OF 66.62 FEET; THENCE N 55°51'09" W, A DISTANCE OF 56.55 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 52°04'08"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 68.16 FEET; THENCE S 72°04'43" W, A DISTANCE OF 28.09 FEET; THENCE S 65°54'20" W, A DISTANCE OF 37.93 FEET; THENCE S 53°10'05" W, A DISTANCE OF 75.42 FEET; THENCE S 26°18'34" W, A DISTANCE OF 24.25 FEET; THENCE S 38°33'52" W, A DISTANCE OF 28.96 FEET; THENCE S 16°23'55" W, A DISTANCE OF 49.70 FEET; THENCE S 00°23'17" W, A DISTANCE OF 78.48 FEET; THENCE S 10°57'43" W, A DISTANCE OF 22.12 FEET; THENCE S 00°40'31" W, A DISTANCE OF 118.91 FEET; THENCE S 03°12'09" W, A DISTANCE OF 57.91 FEET; THENCE S 12°30'07" W, A DISTANCE OF 27.47 FEET; THENCE S 02°48'42" E, A DISTANCE OF 26.79 FEET; THENCE S 05°29'33" W, A DISTANCE OF 58.15 FEET; THENCE S 05°12'55" E, A DISTANCE OF 95.25 FEET; THENCE S 03°47'27" W, A DISTANCE OF 48.12 FEET; THENCE S 71°44'25" W, A DISTANCE OF 47.46 FEET; THENCE S 23°19'34" E, A DISTANCE OF 74.39 FEET; THENCE S 32°50'26" W, A DISTANCE OF 25.13 FEET; THENCE S 41°36'27" W, A DISTANCE OF 69.22 FEET; THENCE S 15°51'28" W, A DISTANCE OF 14.00 FEET; THENCE N 12°20'58" W, A DISTANCE OF 34.99 FEET; THENCE N 01°41'51" W, A DISTANCE OF 66.16 FEET; THENCE N 00°29'55" W, A DISTANCE OF 94.41 FEET; THENCE N 11°47'40" E, A DISTANCE OF 72.36 FEET; THENCE N 06°35'27" W, A DISTANCE OF 32.53 FEET; THENCE N 21°44'55" E, A DISTANCE OF 96.56 FEET; THENCE N 59°04'01" E, A DISTANCE OF 19.59 FEET; THENCE N 02°34'59" E, A DISTANCE OF 78.25 FEET; THENCE N 20°27'19" W, A DISTANCE OF 42.27 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 67°00'28"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 87.71 FEET; THENCE N 87°27'47" W, A DISTANCE OF 23.13 FEET; THENCE N 58°36'16" W, A DISTANCE OF 66.74 FEET; THENCE N 88°52'43" W, A DISTANCE OF 59.09 FEET; THENCE S 71°30'22" W, A DISTANCE OF 44.65 FEET; THENCE S 57°31'40" W, A DISTANCE OF 35.54 FEET; THENCE S 43°08'09" W, A DISTANCE OF 68.28 FEET; THENCE S 17°41'21" W, A DISTANCE OF 66.03 FEET; THENCE S 13°38'53" E, A DISTANCE OF 43.14 FEET; THENCE S 33°43'26" E, A DISTANCE OF 56.19 FEET; THENCE S 51°35'45" E, A DISTANCE OF 33.38 FEET; THENCE S 58°45'08" E, A DISTANCE OF 30.36 FEET; THENCE S 16°30'45" E, A DISTANCE OF 47.79 FEET; THENCE S 07°03'38" W, A DISTANCE OF 166.48 FEET; THENCE S 00°24'41" E, A DISTANCE OF 62.85 FEET; THENCE S 08°21'48" E, A DISTANCE OF 96.16 FEET; THENCE S 54°55'12" W, A DISTANCE OF 18.49 FEET; THENCE S 42°55'34" W, A DISTANCE OF 91.01 FEET; THENCE N 56°19'33" W, A DISTANCE OF 48.65 FEET; THENCE N 80°30'12" W, A DISTANCE OF 43.57 FEET; THENCE S 81°20'25" W, A DISTANCE OF 78.85 FEET; THENCE N 81°40'04" W, A DISTANCE OF 96.31 FEET; THENCE N 18°50'20" E, A DISTANCE OF 69.49 FEET; THENCE N 00°54'49" E, A DISTANCE OF 31.29 FEET; THENCE N 08°43'28" W, A DISTANCE OF 61.46 FEET; THENCE N 37°11'08" W, A DISTANCE OF 14.24 FEET; THENCE N 14°48'16" W, A DISTANCE OF 55.96 FEET; THENCE N 50°27'00" W, A DISTANCE OF 76.26 FEET; THENCE S 87°53'32" W, A DISTANCE OF 89.52 FEET; THENCE S 50°34'15" W, A DISTANCE OF 50.38 FEET; THENCE N 89°22'13" W, A DISTANCE OF 17.16 FEET; THENCE S 70°30'49" W, A DISTANCE OF 42.30 FEET; THENCE S 57°00'33" W, A DISTANCE OF 31.24 FEET; THENCE S 43°15'00" W, A DISTANCE OF 38.63 FEET; THENCE S 23°06'49" W, A DISTANCE OF 43.88 FEET; THENCE S 03°33'30" W, A DISTANCE OF 48.70 FEET; THENCE S 27°22'37" E, A DISTANCE OF 31.38 FEET; THENCE S 14°29'28" E, A DISTANCE OF 63.10 FEET; THENCE S 61°17'10" W, A DISTANCE OF 82.55 FEET; THENCE N 84°18'05" W, A DISTANCE OF 29.37 FEET; THENCE S 81°11'33" W, A DISTANCE OF 46.47 FEET; THENCE S 71°52'47" W, A DISTANCE OF 34.15 FEET; THENCE N 17°06'51" W, A DISTANCE OF 17.80 FEET; THENCE N 55°37'54" W, A DISTANCE OF 77.05 FEET; THENCE N 03°33'44" W, A DISTANCE OF 44.06 FEET; THENCE N 25°40'57" W, A DISTANCE OF 42.62 FEET; THENCE

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N 47°22'36" W, A DISTANCE OF 29.36 FEET; THENCE N 64°18'48" W, A DISTANCE OF 53.68 FEET; THENCE S 64°08'14" W, A DISTANCE OF 90.52 FEET; THENCE S 19°59'37" W, A DISTANCE OF 111.63 FEET; THENCE S 57°06'31" W, A DISTANCE OF 29.04 FEET; THENCE S 27°14'34" W, A DISTANCE OF 59.85 FEET; THENCE S 00°27'38" W, A DISTANCE OF 40.71 FEET; THENCE S 16°05'12" E, A DISTANCE OF 32.18 FEET; THENCE S 81°05'02" W, A DISTANCE OF 42.11 FEET; THENCE S 56°07'29" W, A DISTANCE OF 45.94 FEET; THENCE S 41°11'46" W, A DISTANCE OF 42.10 FEET; THENCE S 40°24'49" W, A DISTANCE OF 93.74 FEET; THENCE S 44°55'21" W, A DISTANCE OF 85.12 FEET; THENCE S 35°33'38" W, A DISTANCE OF 27.80 FEET; THENCE S 42°39'32" W, A DISTANCE OF 163.34 FEET; THENCE S 53°34'48" W, A DISTANCE OF 86.57 FEET; THENCE S 69°46'22" W, A DISTANCE OF 51.62 FEET; THENCE S 61°08'40" W, A DISTANCE OF 39.76 FEET; THENCE S 72°26'53" W, A DISTANCE OF 49.98 FEET; THENCE S 58°10'38" W, A DISTANCE OF 58.51 FEET; THENCE S 47°46'01" W, A DISTANCE OF 47.91 FEET; THENCE S 80°07'18" W, A DISTANCE OF 59.47 FEET; THENCE N 02°32'35" E, A DISTANCE OF 135.82 FEET; THENCE N 78°20'02" W, A DISTANCE OF 29.95 FEET; THENCE N 41°57'23" W, A DISTANCE OF 39.79 FEET; THENCE N 12°51'33" W, A DISTANCE OF 28.42 FEET; THENCE N 07°53'20" E, A DISTANCE OF 29.34 FEET; THENCE N 37°55'35" W, A DISTANCE OF 35.93 FEET; THENCE N 30°46'59" E, A DISTANCE OF 66.73 FEET; THENCE N 13°09'23" W, A DISTANCE OF 28.30 FEET; THENCE N 89°01'25" E, A DISTANCE OF 45.96 FEET; THENCE N 01°49'57" W, A DISTANCE OF 74.12 FEET; THENCE N 13°01'45" E, A DISTANCE OF 39.11 FEET; THENCE N 00°28'59" E, A DISTANCE OF 120.31 FEET; THENCE N 14°36'21" W, A DISTANCE OF 36.53 FEET; THENCE N 21°39'46" W, A DISTANCE OF 97.53 FEET; THENCE N 14°39'20" W, A DISTANCE OF 22.69 FEET; THENCE N 06°28'10" E, A DISTANCE OF 104.91 FEET; THENCE N 30°00'24" E, A DISTANCE OF 57.84 FEET; THENCE N 23°30'04" E, A DISTANCE OF 77.34 FEET; THENCE N 17°19'23" E, A DISTANCE OF 113.50 FEET; THENCE N 47°11'54" E, A DISTANCE OF 32.50 FEET; THENCE N 25°14'50" E, A DISTANCE OF 76.93 FEET; THENCE N 33°20'48" E, A DISTANCE OF 36.66 FEET; THENCE N 18°19'53" E, A DISTANCE OF 41.85 FEET; THENCE N 12°47'36" E, A DISTANCE OF 80.04 FEET; THENCE N 19°46'50" E, A DISTANCE OF 51.09 FEET; THENCE N 25°39'48" E, A DISTANCE OF 40.42 FEET; THENCE N 37°40'08" E, A DISTANCE OF 41.81 FEET; THENCE S 64°01'09" E, A DISTANCE OF 28.07 FEET; THENCE S 49°15'58" E, A DISTANCE OF 65.19 FEET; THENCE S 39°05'45" E, A DISTANCE OF 47.56 FEET; THENCE S 19°31'42" E, A DISTANCE OF 27.34 FEET; THENCE S 32°04'59" E, A DISTANCE OF 39.43 FEET; THENCE S 06°56'08" E, A DISTANCE OF 29.13 FEET; THENCE S 62°04'37" E, A DISTANCE OF 67.77 FEET; THENCE S 76°06'16" E, A DISTANCE OF 55.13 FEET; THENCE N 89°01'09" E, A DISTANCE OF 36.21 FEET; THENCE N 71°48'07" E, A DISTANCE OF 41.11 FEET; THENCE N 60°05'40" E, A DISTANCE OF 31.21 FEET; THENCE N 47°03'29" E, A DISTANCE OF 50.99 FEET; THENCE N 22°13'10" E, A DISTANCE OF 70.57 FEET; THENCE N 01°38'40" E, A DISTANCE OF 69.49 FEET; THENCE N 08°54'59" E, A DISTANCE OF 42.23 FEET; THENCE N 25°36'31" E, A DISTANCE OF 47.95 FEET; THENCE N 31°10'50" E, A DISTANCE OF 68.11 FEET; THENCE N 17°20'41" E, A DISTANCE OF 57.78 FEET; THENCE N 71°41'00" E, A DISTANCE OF 88.76 FEET; THENCE N 51°14'12" E, A DISTANCE OF 85.85 FEET; THENCE N 43°42'58" E, A DISTANCE OF 127.40 FEET; THENCE N 33°39'49" E, A DISTANCE OF 82.13 FEET; THENCE S 61°18'17" E, A DISTANCE OF 20.57 FEET; THENCE N 78°00'43" E, A DISTANCE OF 149.62 FEET; THENCE N 67°29'10" E, A DISTANCE OF 189.63 FEET; THENCE N 43°27'01" E, A DISTANCE OF 62.77 FEET; THENCE N 49°24'23" E, A DISTANCE OF 113.92 FEET; THENCE S 13°43'30" W, A DISTANCE OF 69.19 FEET; THENCE S 00°46'25" W, A DISTANCE OF 64.71 FEET; THENCE S 26°16'03" E, A DISTANCE OF 39.67 FEET; THENCE S 05°11'05" W, A DISTANCE OF 33.01 FEET; THENCE S 63°05'45" E, A DISTANCE OF 79.41 FEET; THENCE S 73°21'43" E, A DISTANCE OF 61.26 FEET; THENCE N 87°08'30" E, A DISTANCE OF 48.01 FEET; THENCE N 67°31'42" E, A DISTANCE OF 87.21 FEET; THENCE N 53°54'01" E, A DISTANCE OF 65.12 FEET; THENCE S 89°39'40" E, A DISTANCE OF 144.67 FEET; THENCE N 71°42'46" E, A DISTANCE OF 72.77 FEET; THENCE N 52°20'25" E, A DISTANCE OF 72.59 FEET; THENCE N 30°27'27" E, A DISTANCE OF 32.56 FEET; THENCE N 74°32'57" E, A DISTANCE OF 22.11 FEET; THENCE N 24°37'00" E, A DISTANCE OF 113.03 FEET; THENCE N 10°05'37" E, A DISTANCE OF 68.82 FEET; THENCE N 04°34'54" W, A DISTANCE OF 139.41 FEET; THENCE N 29°07'18" W, A

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DISTANCE OF 101.44 FEET; THENCE N 45°04'28" W, A DISTANCE OF 66.04 FEET; THENCE N 55°46'37" W, A DISTANCE OF 91.62 FEET; THENCE N 80°07'51" W, A DISTANCE OF 39.79 FEET; THENCE S 86°53'28" W, A DISTANCE OF 64.24 FEET; THENCE S 74°03'47" W, A DISTANCE OF 132.86 FEET; THENCE N 81°13'05" W, A DISTANCE OF 72.28 FEET; THENCE S 74°22'58" W, A DISTANCE OF 22.41 FEET; THENCE N 62°52'47" W, A DISTANCE OF 59.08 FEET; THENCE N 05°59'00" W, A DISTANCE OF 23.77 FEET; THENCE N 29°40'13" W, A DISTANCE OF 77.21 FEET; THENCE N 48°22'20" W, A DISTANCE OF 56.45 FEET; THENCE N 74°08'48" W, A DISTANCE OF 49.90 FEET; THENCE S 89°52'03" W, A DISTANCE OF 86.19 FEET; THENCE N 18°28'25" E, A DISTANCE OF 44.71 FEET; THENCE N 00°36'13" E, A DISTANCE OF 89.73 FEET; THENCE N 13°08'57" W, A DISTANCE OF 80.76 FEET; THENCE N 57°48'53" E, A DISTANCE OF 60.85 FEET; THENCE S 57°00'05" E, A DISTANCE OF 13.52 FEET; THENCE N 84°32'00" E, A DISTANCE OF 76.30 FEET; THENCE N 56°26'01" E, A DISTANCE OF 61.87 FEET; THENCE N 00°19'03" W, A DISTANCE OF 109.36 FEET; THENCE N 38°41'10" W, A DISTANCE OF 89.80 FEET; THENCE N 56°35'07" W, A DISTANCE OF 72.52 FEET; THENCE N 74°45'06" W, A DISTANCE OF 102.09 FEET; THENCE S 59°17'44" W, A DISTANCE OF 110.91 FEET; THENCE S 30°14'46" W, A DISTANCE OF 72.09 FEET; THENCE N 66°16'50" W, A DISTANCE OF 69.84 FEET; THENCE S 71°56'54" W, A DISTANCE OF 57.14 FEET; THENCE S 60°21'11" W, A DISTANCE OF 73.29 FEET; THENCE S 43°28'22" W, A DISTANCE OF 131.05 FEET; THENCE N 05°03'13" E, A DISTANCE OF 77.19 FEET; THENCE N 46°20'48" W, A DISTANCE OF 133.75 FEET; THENCE N 79°33'59" W, A DISTANCE OF 134.82 FEET; THENCE N 89°14'12" W, A DISTANCE OF 66.15 FEET; THENCE S 77°09'22" W, A DISTANCE OF 81.78 FEET; THENCE S 46°48'52" W, A DISTANCE OF 58.45 FEET; THENCE S 26°04'03" W, A DISTANCE OF 78.20 FEET; THENCE S 08°58'27" W, A DISTANCE OF 65.57 FEET; THENCE S 04°20'29" E, A DISTANCE OF 47.36 FEET; THENCE S 19°19'45" E, A DISTANCE OF 96.90 FEET; THENCE S 38°05'07" E, A DISTANCE OF 67.75 FEET; THENCE S 66°10'02" E, A DISTANCE OF 113.55 FEET; THENCE N 79°37'11" E, A DISTANCE OF 37.77 FEET; THENCE N 60°14'52" E, A DISTANCE OF 57.69 FEET; THENCE N 68°00'17" E, A DISTANCE OF 93.68 FEET; THENCE S 13°52'03" W, A DISTANCE OF 24.17 FEET; THENCE S 08°58'13" E, A DISTANCE OF 102.50 FEET; THENCE S 19°18'25" E, A DISTANCE OF 55.72 FEET; THENCE S 39°45'05" E, A DISTANCE OF 147.91 FEET; THENCE S 45°53'06" E, A DISTANCE OF 58.18 FEET; THENCE S 64°26'05" E, A DISTANCE OF 28.41 FEET; THENCE S 86°14'31" E, A DISTANCE OF 126.44 FEET; THENCE N 73°37'22" E, A DISTANCE OF 33.97 FEET; THENCE S 27°43'03" W, A DISTANCE OF 131.20 FEET; THENCE S 04°28'35" W, A DISTANCE OF 124.10 FEET; THENCE S 04°06'35" W, A DISTANCE OF 70.99 FEET; THENCE N 62°12'00" W, A DISTANCE OF 44.92 FEET; THENCE N 81°22'30" W, A DISTANCE OF 33.36 FEET; THENCE N 27°48'35" E, A DISTANCE OF 51.74 FEET; THENCE N 09°52'06" E, A DISTANCE OF 54.51 FEET; THENCE N 07°41'13" W, A DISTANCE OF 40.35 FEET; THENCE N 34°41'41" W, A DISTANCE OF 36.22 FEET; THENCE N 49°28'11" W, A DISTANCE OF 38.01 FEET; THENCE N 73°11'38" W, A DISTANCE OF 62.10 FEET; THENCE N 87°27'14" W, A DISTANCE OF 62.04 FEET; THENCE S 66°12'24" W, A DISTANCE OF 107.97 FEET; THENCE S 21°22'30" W, A DISTANCE OF 50.49 FEET; THENCE S 08°22'31" W, A DISTANCE OF 55.56 FEET; THENCE S 24°25'04" E, A DISTANCE OF 97.01 FEET; THENCE S 52°31'20" E, A DISTANCE OF 89.27 FEET; THENCE S 37°09'55" W, A DISTANCE OF 27.98 FEET; THENCE S 73°43'18" W, A DISTANCE OF 192.05 FEET; THENCE S 40°53'15" W, A DISTANCE OF 87.29 FEET; THENCE N 85°57'59" W, A DISTANCE OF 23.74 FEET; THENCE S 69°45'41" W, A DISTANCE OF 39.12 FEET; THENCE S 59°40'33" W, A DISTANCE OF 46.46 FEET; THENCE S 25°28'58" W, A DISTANCE OF 111.04 FEET; THENCE S 68°32'52" W, A DISTANCE OF 73.25 FEET; THENCE S 47°52'20" W, A DISTANCE OF 73.14 FEET; THENCE S 21°32'45" W, A DISTANCE OF 20.38 FEET; THENCE N 60°44'03" W, A DISTANCE OF 13.09 FEET; THENCE N 85°05'07" W, A DISTANCE OF 103.08 FEET; THENCE S 78°35'11" W, A DISTANCE OF 79.93 FEET; THENCE N 11°04'45" W, A DISTANCE OF 47.05 FEET; THENCE N 23°42'25" E, A DISTANCE OF 23.47 FEET; THENCE N 06°54'56" W, A DISTANCE OF 119.26 FEET; THENCE N 24°41'59" W, A DISTANCE OF 34.86 FEET; THENCE N 32°29'13" W, A DISTANCE OF 39.16 FEET; THENCE N 08°37'09" E, A DISTANCE OF 118.12 FEET; THENCE N 12°49'56" W, A DISTANCE OF 67.69 FEET; THENCE N 30°12'33" W, A DISTANCE OF 35.48 FEET; THENCE N 45°52'21" W, A DISTANCE OF 122.78 FEET; THENCE N 09°12'24" E, A DISTANCE OF 21.38

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ON 1160 PG 677  
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ACCEPTED IN OPEN SESSION JUL 23 2002

FEET; THENCE N 16°47'29" W, A DISTANCE OF 97.77 FEET; THENCE N 39°03'08" W, A DISTANCE OF 44.64 FEET; THENCE N 73°53'14" W, A DISTANCE OF 69.45 FEET; THENCE N 49°28'52" W, A DISTANCE OF 23.74 FEET; THENCE S 00°46'42" W, A DISTANCE OF 930.01 FEET; THENCE S 54°38'38" W, A DISTANCE OF 627.56 FEET; THENCE S 50°44'18" W, A DISTANCE OF 823.44 FEET; THENCE S 16°10'04" W, A DISTANCE OF 423.38 FEET; THENCE S 15°03'55" E, A DISTANCE OF 951.99 FEET; THENCE S 21°18'59" E, A DISTANCE OF 112.59 FEET; THENCE S 03°43'18" W, A DISTANCE OF 367.71 FEET; THENCE S 12°37'24" W, A DISTANCE OF 1,017.56 FEET; THENCE S 29°36'25" W, A DISTANCE OF 246.33 FEET; THENCE S 30°46'12" W, A DISTANCE OF 288.16 FEET; THENCE S 33°44'28" W, A DISTANCE OF 249.26 FEET; THENCE S 35°06'50" W, A DISTANCE OF 54.09 FEET; THENCE S 40°33'05" W, A DISTANCE OF 199.43 FEET; THENCE S 41°43'02" W, A DISTANCE OF 102.20 FEET; THENCE S 41°55'27" W, A DISTANCE OF 251.83 FEET; THENCE S 35°00'36" W, A DISTANCE OF 250.00 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 216.87 FEET; THENCE S 22°56'05" W, A DISTANCE OF 640.91 FEET TO SAID NORTHEAST CORNER OF LANDS RECORDED IN OFFICIAL RECORD BOOK 1641, PAGE 4361; THENCE S 00°16'39" E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 160.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,243,506.61 SQUARE FEET OR 326.9859 ACRES, MORE OR LESS

LESS AN AREA OF UPLAND, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1509, PAGE 656, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING A PORTION OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS RECORDED IN OFFICIAL RECORD BOOK 1641, PAGE 4361, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 22°56'05" E, A DISTANCE OF 640.91 FEET; THENCE N 35°00'36" E, A DISTANCE OF 216.87 FEET; THENCE N 35°00'36" E, A DISTANCE OF 250.00 FEET; THENCE N 41°55'27" E, A DISTANCE OF 251.83 FEET; THENCE N 41°43'02" E, A DISTANCE OF 102.20 FEET; THENCE N 40°33'05" E, A DISTANCE OF 199.43 FEET; THENCE N 35°06'50" E, A DISTANCE OF 54.09 FEET; THENCE N 33°44'28" E, A DISTANCE OF 249.26 FEET; THENCE N 30°46'12" E, A DISTANCE OF 288.16 FEET; THENCE N 29°36'25" E, A DISTANCE OF 246.33 FEET; THENCE N 12°37'24" E, A DISTANCE OF 1,017.56 FEET; THENCE N 03°43'18" E, A DISTANCE OF 367.71 FEET; THENCE N 21°18'59" W, A DISTANCE OF 112.59 FEET; THENCE N 15°03'55" W, A DISTANCE OF 951.99 FEET; THENCE N 75°19'24" E, A DISTANCE OF 123.43 FEET TO THE POINT OF BEGINNING; THENCE S 16°10'42" E, A DISTANCE OF 55.19 FEET; THENCE S 05°06'04" E, A DISTANCE OF 40.92 FEET; THENCE S 25°42'23" E, A DISTANCE OF 136.42 FEET; THENCE S 09°46'38" E, A DISTANCE OF 206.13 FEET; THENCE S 34°22'41" E, A DISTANCE OF 96.51 FEET; THENCE S 66°17'56" E, A DISTANCE OF 67.19 FEET; THENCE N 88°35'24" E, A DISTANCE OF 49.51 FEET; THENCE N 45°05'00" E, A DISTANCE OF 22.57 FEET; THENCE N 61°54'23" E, A DISTANCE OF 38.30 FEET; THENCE N 72°15'19" E, A DISTANCE OF 87.95 FEET; THENCE N 88°23'02" E, A DISTANCE OF 81.42 FEET; THENCE N 67°06'02" E, A DISTANCE OF 63.77 FEET; THENCE N 53°42'40" E, A DISTANCE OF 72.41 FEET; THENCE N 56°48'09" E, A DISTANCE OF 63.19 FEET; THENCE N 56°30'03" E, A DISTANCE OF 56.22 FEET; THENCE N 73°07'27" E, A DISTANCE OF 125.49 FEET; THENCE N 70°53'21" E, A DISTANCE OF 164.53 FEET; THENCE S 89°11'49" E, A DISTANCE OF 28.29 FEET; THENCE S 66°26'28" E, A DISTANCE OF 74.54 FEET; THENCE N 42°04'19" E, A DISTANCE OF 39.66 FEET; THENCE N 16°11'49" E, A DISTANCE OF 50.44 FEET; THENCE N 80°45'31" E, A DISTANCE OF 24.30 FEET; THENCE N 11°18'42" W, A DISTANCE OF 129.27 FEET; THENCE N 82°29'57" E, A DISTANCE OF 49.13 FEET; THENCE N 19°39'02" W, A DISTANCE OF 81.74 FEET; THENCE N 07°25'00" W, A DISTANCE OF 52.57 FEET; THENCE N 26°04'16" E, A DISTANCE OF 55.59 FEET; THENCE N 08°05'34" E, A DISTANCE OF 27.46 FEET; THENCE N 84°50'39" W, A DISTANCE OF 77.15

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ACCEPTED IN OPEN SESSION JUL 23 2002  
MANATEE COUNTY COMMISSIONERS, MANATEE COUNTY







## DESCRIPTION: CONSERVATION EASEMENT

Being a portion of lands described in Official Records Book 1509, Page 656, Public Records of Manatee County, Florida, same being a portion of Section 33, Township 34 South, Range 22 East, described as follows:

COMMENCE at the northeast corner of Section 33, Township 34 South, Range 22 East, Manatee County, Florida, same being the northeast corner of lands described in Official Record Book 1509, Page 656, Public Records of Manatee County, Florida; thence N.89°13'18"W., along said north line of section 33 and said lands described in Official Book 1509, Page 656, a distance of 1685.12 feet; thence leaving said north line of Section 33 and said lands described in Official Book 1509, Page 656, S.00°46'42"W., a distance of 975.54 feet to the POINT OF BEGINNING; thence S.79°30'12"E., a distance of 86.85 feet; thence S.52°21'24"E., a distance of 40.71 feet; thence S.01°14'47"E., a distance of 78.00 feet; thence S.14°02'50"W., a distance of 46.60 feet; thence S.78°41'56"W., a distance of 80.74 feet; thence S.62°17'27"W., a distance of 49.83 feet; thence S.42°05'53"W., a distance of 54.83 feet; thence S.08°20'35"W., a distance of 25.41 feet; thence N.54°22'25"W., a distance of 100.73 feet; thence N.43°07'59"E., a distance of 40.77 feet; thence N.12°32'19"E., a distance of 20.84 feet; thence N.34°09'54"E., a distance of 59.42 feet; thence N.27°02'25"E., a distance of 63.44 feet; thence N.46°59'53"E., a distance of 34.80 feet to the POINT OF BEGINNING.

CONTAINING 36,571 square feet, more or less.

BK 1760 PG 640 65 of 80

ACCEPTED IN OPEN SESSION JUL 23 2002  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

6/20/2001

Date

*Robert O. Drake*  
Robert O. Drake, P.S.M.  
Florida Certification No. 5965

381 Sixth Avenue West  
Bradenton, Florida 34206-0012  
(941) 745-2377 FAX (941) 747-4948



George F. Young, Inc.

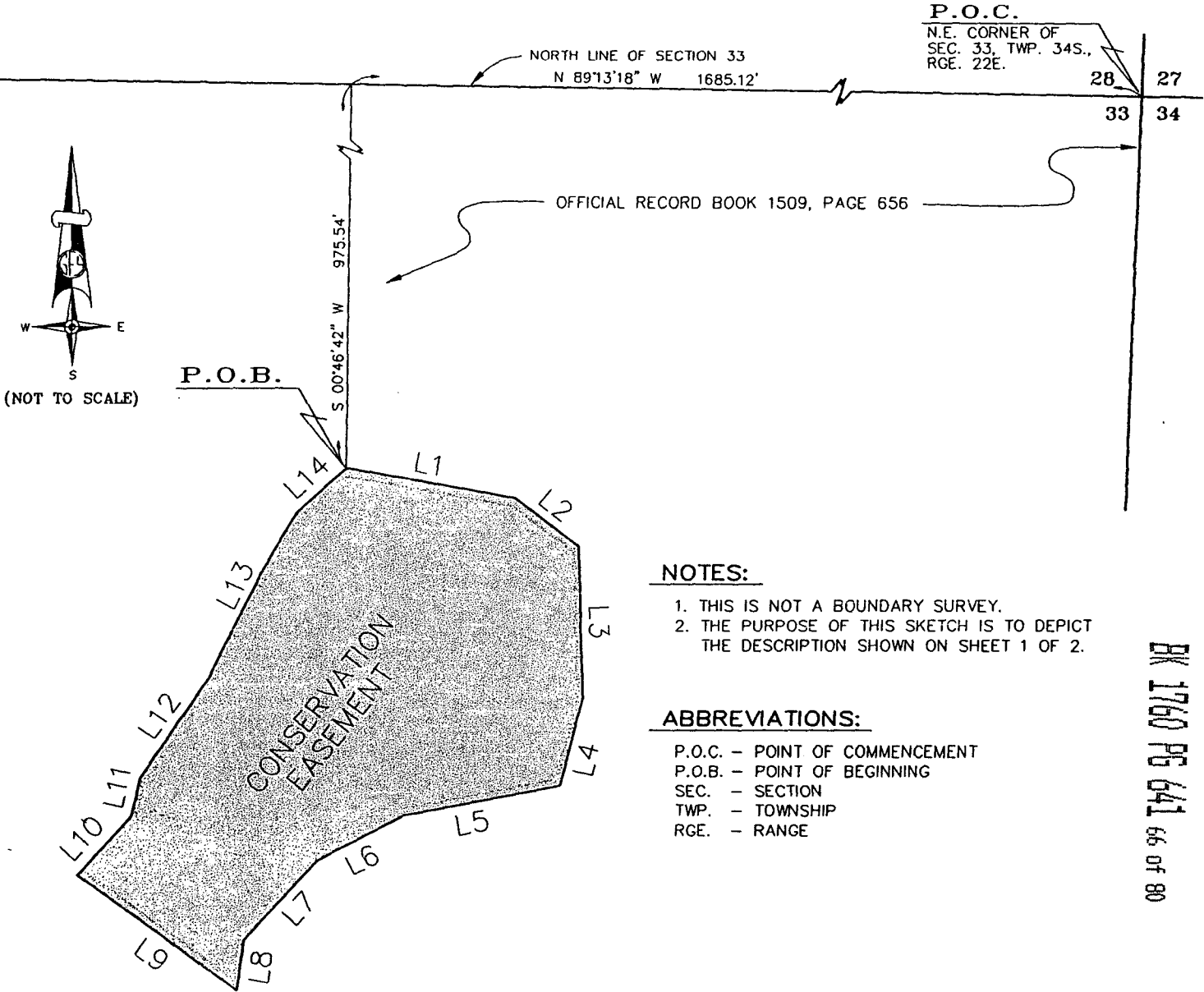
A Subsidiary of George F. Young of Florida, Inc.

DATE : 6-19-2001  
ORDER No. : 00210007.00

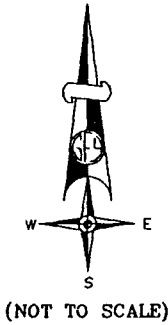
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

LB 0021

# SKETCH OF DESCRIPTION



**P.O.C.**  
 N.E. CORNER OF  
 SEC. 33, TWP. 34S.,  
 RGE. 22E.



**P.O.B.**

OFFICIAL RECORD BOOK 1509, PAGE 656

**NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION SHOWN ON SHEET 1 OF 2.

**ABBREVIATIONS:**

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- SEC. - SECTION
- TWP. - TOWNSHIP
- RGE. - RANGE

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**LINE DATA**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 79°30'12" E	86.85'	L8	S 08°20'35" W	25.41'
L2	S 52°21'24" E	40.71'	L9	N 54°22'25" W	100.73'
L3	S 01°14'47" E	78.00'	L10	N 43°07'59" E	40.77'
L4	S 14°02'50" W	46.60'	L11	N 12°32'19" E	20.84'
L5	S 78°41'56" W	80.74'	L12	N 34°09'54" E	59.42'
L6	S 62°17'27" W	49.83'	L13	N 27°02'25" E	63.44'
L7	S 42°05'53" W	54.83'	L14	N 46°59'53" E	34.80'

JUL 23 2002

ACCEPTED IN OPEN SESSION  
 BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

381 Sixth Avenue West  
 Bradenton, Florida 34206-0012  
 (941) 745-2377 FAX (941) 747-4946



**George F. Young, Inc.**

*A Subsidiary of George F. Young of Florida, Inc.*

DATE : 6-19-2001  
 ORDER No. : 00210007.00

LB 0021

**EXHIBIT "E"**

**FISCAL PROGRAM**

An estimated ten (10) year Fiscal program has been established to provide adequate funds for the care of the amenities and operation of the maintenance program. The proposed funds will be collected as required by the Declaration of Protective Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

Subsequent years may require additional funds which will be assessed and collected as required by the Declaration of Protective Covenants, Conditions, Easements, and Restrictions to which each lot is subject. These amounts are estimated and may change as the actual invoicing is obtained.

**WINDING CREEK HOMEOWNER'S ASSOCIATION, INC.  
TEN YEAR PROJECTION OF EXPENSES AND BUDGET**

**INCOME - 2001\***

Assessment for Association Expenses

Association Working Capital Contributions - \$250 per lot

TOTAL INCOME

(Not Determinable at this Time)

**EXPENSES**

**BASE ASSOCIATION EXPENSES (per year)**

Insurance	\$ 750.00
Management Fee	1,000.00
Bank Charges	200.00
Rights of Way Maintenance	5,000.00
Retention Lake Maintenance	1,500.00
Well Maintenance	300.00
Entranceway Maintenance	5,000.00
Governmental Expenses	200.00
Professional Fees	500.00
<u>Electrical Costs</u>	<u>1,000.00</u>

TOTAL BASE ASSOCIATION EXPENSES WITHOUT RESERVES      \$15,450.00\*

\*For years 2 - 10, add 2% annual increase, 2003 - 2011

**ACCEPTED IN OPEN SESSION**  
**BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

**JUL 23 2002**

DN 1770 DC 277  
DN 1100 FD 042 67 of 80



## NOTICE TO BUYERS

To the purchasers of lots in WINDING CREEK SUBDIVISION, Manatee County, Florida.

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

1. The Declaration of Covenants, Conditions, Restrictions and Easements, as amended, a copy of which is provided upon execution of your contract to purchase.

2. Ownership of a Lot in said Subdivision automatically makes you a member of the WINDING CREEK HOMEOWNER'S ASSOCIATION, INC., and you are subject to the Articles of Incorporation, Bylaws and Rules and Regulations. Each Lot entitled its Owner to one vote in the affairs of the Association.

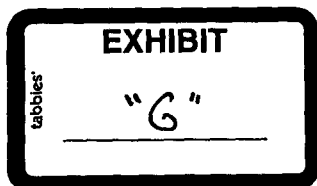
3. The Owner's Association owns and controls the association property, as described in the Listing of Holdings, and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the association which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation, and Bylaws of the Association. A projected ten-year Fiscal Program is included as part of the Declaration for your information.

4. The initial assessment by the Owner's Association is \$250 per Lot, to be paid upon closing of the Lot. You are notified hereby that the Association may increase that amount as may be required to maintain the common property of the Subdivision and administer the Owner's Association.

5. Each Lot shall be used for single family residential purposes or agricultural use only in accordance with applicable zoning and governmental land use regulations specifically, but not limited to the Manatee County Planning & Zoning Department and this Declaration. No dwelling structure shall be occupied by more than one family, its domestic employees, and guests. Notwithstanding the foregoing, any Lot exceeding 50 acres may be used for hunting, fishing, and/or recreational facilities, as well as residential uses subject to all other restrictions and easements set forth herein.

6. **Minimum Construction Standards.** The following provisions and restrictions apply in the construction of any residence or other structure.

- (a) Maximum density permitted is .2 dwelling units per acre (1 per Tract).
- (b) Only one residence is permitted per lot.
- (c) The Minimum lot size permitted is 217,804 feet, on five (5) acres.
- (d) All structures shall be located and set back at least 50 feet from the front lot line, 10 feet from the side yard lot line, 25 feet from the rear lot line, 30 feet from any waterfront setback and an additional 35 feet from the line when adjacent to agricultural operations. The 35 foot setback requirement when adjacent to agricultural operations may not be enforceable if the agricultural use is established after an adjacent home is built 10' from the side boundary of the lot.



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- (e) Maximum building height permitted of any structure is 35 feet.
- (f) The minimum unit living floor area of any residence permitted is 1500 square feet.
- (g) Land clearing shall not commence until construction plans have been approved.

7. Building permits for single family residences cannot be obtained for lots containing less than four acres of uplands.

8. **ALL BUILDING PERMIT APPLICATIONS ARE SUBJECT TO APPROVAL BY THE ENVIRONMENTAL MANAGEMENT DEPARTMENT (EMD). ALL LOTS CONTAINING WETLANDS OR HAVING WETLANDS WITHIN 200' OF THE SITE SHALL BE REQUIRED TO HAVE LANDWARD EXTEND OF WETLAND LIMITS ESTABLISHED BY A PERSON QUALIFIED TO DO A WETLANDS DELINEATION. BUILDING PERMIT APPLICATIONS AT MINIMUM SHALL INCLUDE A CERTIFIED WETLANDS SURVEY FOR ON-SITE WETLANDS, IDENTIFICATION OF WETLANDS WITHIN 200' OF THE SITE, AND SPECIAL HABITAT DELINEATION, AS REQUIRED PURSUANT TO SECTION 721.42 OF THE MANATEE COUNTY LAND DEVELOPMENT CODE.**

9. Wetland buffers shall be provided for all on-site wetlands and wetlands within close proximity to the site, as required pursuant to Section 719.11.1 of the *Manatee County Land Development Code*. A site plan delineating wetlands, required wetland buffers, and proposed improvements shall be submitted concurrently with the building permit application. An additional fifteen foot setback from the upland edge of the wetland buffer and adjacent structures is required pursuant to Section 702.6.10 of the *Manatee County Land Development Code*. A Conservation Easement inclusive of the areas defined as wetlands/wetland buffers shall be dedicated to the County prior to Certificate of Occupancy issuance.

10. **NO OWNER OR RESIDENT SHALL PERFORM ANY ACTIVITY ON A LOT WHICH IMPACTS OR AFFECTS A WETLAND OR WETLAND BUFFER WITHOUT RECEIVING APPROVAL FROM MANATEE COUNTY OR OTHER AGENCIES HAVING JURISDICTION. WETLAND BUFFERS ARE TO REMAIN THEIR NATURAL STATE AND ARE TO BE PROTECTED IN ACCORDANCE WITH THE CONDITIONS INCLUDED IN 14.(A) OF THIS NOTICE.**

11. No septic tanks/drainfields shall be located within seventy-five feet of a jurisdictional wetland.

12. PRIOR TO EACH OWNER OBTAINING THEIR CERTIFICATE OF OCCUPANCY, EACH PROPERTY OWNER AT THE OWNER'S COST SHALL PLANT ONE (1) CANOPY TREE WITHIN TWENTY-FIVE (25) FEET OF THE RIGHT-OF-WAY OF EACH LOCAL STREET WITHIN THE SUBDIVISION FOR EVERY FIFTY (50) LINEAR FEET, OR SUBSTANTIAL FRACTION THEREOF, OF THE RIGHT-OF-WAY. NONE OF THESE REQUIRED TREES SHALL BE PLANTED WITHIN A PUBLIC OR PRIVATE UTILITIES EASEMENT. THE TREES SHALL BE SPACED NO CLOSER TOGETHER THAN TWENTY-FIVE (25) FEET, UNLESS A DECORATIVE GROUPING OR ALTERNATIVE METHOD IS SHOWN AND APPROVED ON THE FINAL SITE PLAN OR LANDSCAPE PLAN. PALM TREES MAY BE UTILIZED, WHEN GROUPED AT LEAST TWO (2) TOGETHER TO COUNT AS ONE (1) CANOPY TREE, EXISTING

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NATIVE TREES SHOULD BE USED TO FULFILL THESE REQUIREMENTS WHEREVER THEY MEET THE SPACING AND SIZE REQUIREMENTS OF THIS PARAGRAPH. RESPONSIBILITY FOR INSTALLATION AND MAINTENANCE IS EACH PROPERTY OWNERS. IN THE EVENT A STREET TREE DIES OR IS REMOVED, THE OWNER OF THE LOT IS RESPONSIBLE TO REPLACE THE TREE WITHIN THIRTY (30) DAYS. A CANOPY TREE SHALL MEAN A TREE SPECIES WHICH PRODUCES ONE (1) MAIN TRUNK AND NORMALLY REACHES A HEIGHT OF THIRTY (30) FEET OR MORE UPON MATURITY. ALL CANOPY TREES SHALL BE A MINIMUM OF THREE (3) INCHES IN DIAMETER BREAST HEIGHT AT THE TIME OF PLANNING, UNLESS OTHERWISE INDICATED. **SEE RESIDENTIAL STREET TREE TABLE ATTACHED HERETO AS SCHEDULE "1"**.

13. All streets within the subdivision are private streets and therefore are part of the common property on new Lots which are to be developed take access from the road right of way shall be required to demonstrate compliance with all standards of the Manatee Land Development Code including but not limited to level of service compliance (CLO) Wetland Protection and dimensional Lot requirements prior to any issuance of any building permit.

14. (A) UNLESS PERMITTED BY THE CODE, THE FOLLOWING ACTS AND ACTIVITIES ARE EXPRESSLY PROHIBITED WITHIN THE BOUNDARIES OF ALL WETLAND AREAS AS DEFINED IN ARTICLE 4.03(A) WITHOUT THE PRIOR CONSENT OF THE COUNTY:

- (i) CONSTRUCTION OR PLACING OF BUILDINGS, ROADS, SIGNS, BILLBOARDS OR OTHER ADVERTISING OR OTHER STRUCTURES ON OR ABOVE THE GROUND.
- (ii) CONSTRUCTION OR PLACING OF UTILITIES ON, BELOW OR ABOVE THE GROUND WITHOUT APPROPRIATE LOCAL, STATE AND FEDERAL PERMITS OR OTHER AUTHORIZATION.
- (iii) DUMPING OR PLACING OF SOIL OR OTHER SUBSTANCES OR MATERIAL AS LANDFILL OR DUMPING OR PLACING TRASH, WASTE, UNSIGHTLY OR OFFENSIVE MATERIALS.
- (iv) REMOVAL, MOWING OR TRIMMING OF TREES, SHRUBS OR OTHER VEGETATION.
- (v) APPLICATION OF HERBICIDES, PESTICIDES, OR FERTILIZERS.
- (vi) EXCAVATION, DREDGING OR REMOVAL OF LOAM, PEAT, GRAVEL, SOIL, ROCK OR OTHER MATERIAL SUBSTANCES IN SUCH MANNER AS TO AFFECT THE SURFACE.
- (vii) SURFACE USE EXCEPT FOR PURPOSES THAT PERMIT THE LAND OR WATER AREAS TO REMAIN IN ITS NATURAL CONDITION.
- (viii) ANY ACTIVITY DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, SOIL

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CONSERVATION OR FISH AND WILDLIFE HABITAT PRESERVATION.

- (ix) ACTS OR USES DETRIMENTAL TO SUCH RETENTION OF LAND OR WATER AREAS.
- (x) THE FOLLOWING LANGUAGE SHALL BE INCLUDED AS PART OF THE DEED RESTRICTIONS FOR EACH LOT:

“NO OWNER OF PROPERTY WITHIN THE SUBDIVISION MAY CONSTRUCT OR MAINTAIN ANY BUILDING, RESIDENCE, OR STRUCTURE, OR UNDERTAKE OR PERFORM ANY ACTIVITY IN THE WETLANDS, WETLAND MITIGATION AREA(S), BUFFER AREA(S), UPLAND CONSERVATION AREA(S) AND DRAINAGE EASEMENT(S) DESCRIBED IN THE APPROVED PERMIT AND RECORDED PLAT OF THE SUBDIVISION, UNLESS PRIOR APPROVAL IS RECEIVED FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD), VENICE REGULATION DEPARTMENT.”

- (xi) ALL LOTS ABUTTING WET RETENTION OR DETENTION PONDS SHALL HAVE THE FOLLOWING LANGUAGE (OR SIMILAR LANGUAGE AS APPROVED IN WRITING BY THE VENICE REGULATION DEPARTMENT) AS PART OF THE DEED RESTRICTIONS:

“THE LOT OWNERS SHALL NOT REMOVE NATIVE VEGETATION (INCLUDING CATTAILS) THAT BECOMES ESTABLISHED WITHIN THE WET RETENTION OR DETENTION PONDS ABUTTING THEIR PROPERTY. REMOVAL INCLUDES DREDGING, THE APPLICATION OF HERBICIDE, CUTTING, AND THE INTRODUCTION OF GRASS CARP. LOT OWNERS SHALL ADDRESS ANY QUESTIONS REGARDING AUTHORIZED ACTIVITIES WITHIN THE WET RETENTION OR DETENTION PONDS TO SWFWMD, VENICE SERVICE OFFICE, REGULATION MANAGER.”

- (xii) THE REMOVAL OF LITTORAL SHELF VEGETATION (INCLUDING CATTAILS) FROM WET RETENTION OR DETENTION PONDS IS PROHIBITED UNLESS OTHERWISE APPROVED BY THE DISTRICT. REMOVAL INCLUDES DREDGING, THE APPLICATION OF HERBICIDE, CUTTING, AND THE INTRODUCTION OF GRASS CARP. ANY QUESTIONS REGARDING AUTHORIZED ACTIVITIES WITHIN THE WET RETENTION OR DETENTION PONDS SHALL BE ADDRESSED TO THE DISTRICT'S REGULATION MANAGER, VENICE SERVICE OFFICE.

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(B) WETLAND AREAS ARE SUBJECT TO CONSERVATION EASEMENT(S) SET FORTH IN PARAGRAPH 4.03(A) IN SAID RESTRICTIONS, AND ATTACHED AS EXHIBIT "D".

(C) WETLAND AREAS SHALL BE SURVEYED AND DELINEATED FOR EACH INDIVIDUAL LOT WHEN EACH OWNER PURCHASES SAID LOT. AS A CONDITION FOR THE OWNER TO OBTAIN BUILDING PERMIT, ALL BUILDING PERMIT APPLICATIONS SHALL BE SUBMITTED TO THE MANATEE COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT (EMD) FOR REVIEW. CERTIFIED WETLAND AREA SURVEY SHALL BE INCLUDED IN EACH BUILDING PERMIT APPLICATION FOR LOTS CONTAINING WETLANDS. A WETLAND AREA EASEMENT SHALL BE GIVEN FROM THE DECLARANT TO THE COUNTY AND SHALL BE IN THE FORM OF THE CONSERVATION EASEMENT SET FORTH IN PARAGRAPH 4.03(A) OF DECLARATION, WHICH OWNER SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO. OWNER SHALL PAY FOR THE SURVEYING AND ENVIRONMENTAL COSTS AT THE CLOSING.

15. All owners shall take title to the property with the knowledge that there is an existent adjacent mining operation which, may include possible truck traffic on the road rights of way.

16. EACH LOT OR TRACT OF THE PROPERTY SHALL HAVE A POND CONSTRUCTED ON THE LOT ("POND"). THE POND AND RELATED EQUIPMENT SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF ANY STRUCTURE OR BUILDING BY AND AT THE EXPENSE OF THE OWNER. THE POND AND RELATED EQUIPMENT MAY BE ACCESSED AND WATER USED FOR FIRE CONTROL PURPOSES AT ANY TIME AND BY ANY FIRE CONTROL PERSONNEL OR OTHER GOVERNMENT PERSONNEL AND THE DRY HYDRANT BASKET MUST BE AT A DEPTH OF 12 FEET AND THE HYDRANT LOCATED WITHIN 800 FEET OF THE HOME. THE POND SHALL BE CONSTRUCTED TO HAVE AN AREA OF LEAST ONE-QUARTER ACRE OR LARGER AND AT A MINIMUM DEPTH OF 15 FEET. THE OWNER SHALL MAINTAIN THE POND AND RELATED EQUIPMENT IN GOOD CONDITION AT ALL TIMES AND THE ASSOCIATION SHALL HAVE THE SAME RIGHTS AS IN ARTICLE 8.17 OF THE DECLARATION ABOVE SHOULD THE OWNER FAIL TO MAINTAIN SAID POND OR RELATED EQUIPMENT.

17. LOT REVIEW COMMITTEE. PRIOR TO OBTAINING BUILDING PERMITS, EACH OWNER SHALL SUBMIT TO A LOT REVIEW COMMITTEE ESTABLISHED BY DECLARANT, THE PROPOSED SITE PLAN FOR THE OWNER'S CONSTRUCTION SHOWING THE LOCATION OF ALL PROPOSED IMPROVEMENTS AND THE TERMS OF THE CONSTRUCTION AS IT RELATES TO THE WETLANDS, BUFFERS AND SETBACKS. THE DECLARANT SHALL APPOINT THE PLAN'S LOT REVIEW COMMITTEE WHICH SHALL CONSIST OF A LICENSED ENGINEER AND SURVEYOR AND ENVIRONMENTAL CONSULTANT AND A REPRESENTATIVE OF THE DECLARANT, OR OF THE ASSOCIATION AS APPOINTED BY DECLARANT. THE OWNER SHALL PAY A REASONABLE FEE TO THE LOT REVIEW COMMITTEE FOR THIS REVIEW WITH THE SUBMISSION OF THE SITE PLAN. THE LOT REVIEW COMMITTEE SHALL REVIEW FOR, BUT NOT BE LIMITED TO, CONSTRUCTION LOCATION, DRAINAGE PLANS, LIMITS OF CONSTRUCTION AND OTHER MATTERS REQUIRED BY THE LOT REVIEW COMMITTEE. THE SITE PLAN REVIEW COMMITTEE SHALL ALSO REVIEW THE DEVELOPER'S PLANS TO ASSURE NO ACTIVITIES ARE PROPOSED OUTSIDE THE LIMITS OF CONSTRUCTION AND THAT THE ACTIVITIES PROPOSED WITHIN THE AREA WILL NOT ADVERSELY IMPACT HABITATS

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OR SURFACE WATER FLOWS OUTSIDE THAT AREA. IF ANY LOT OWNER WISHES TO PERFORM ACTIVITIES OUTSIDE THE "LIMITS OF CONSTRUCTION" AREA, I.E. POND EXCAVATION, CREATION OF PASTURE CLEARING, ETC., THE CONSERVATION EASEMENT AREA (WETLAND LIMITS AND BUFFER) AS DELINEATED ON THE RECTIFIED COLOR INFRARED AERIAL ON FILE WITH SWFWMD WILL BE STAKED AND FLAGGED IN THE FIELD, SURVEYED AND PROVIDED TO THE LOT OWNER FOR HIM/HER TO SHOW HIS PROPOSED ACTIVITIES AND PRESENT THEM FOR REVIEW BY THE COMMITTEE. THE OWNER SHALL BE BOUND BY CHANGES REQUESTED BY THE SITE PLAN COMMITTEE. THE LIMITS OF CONSTRUCTION ARE PROPOSED IN EXHIBIT "J" OF THE DECLARATION.

18. (a) **The project site lies in floodzones X and A, with an undetermined Base Flood Elevation (BFE), per FIRM Panel 120153 0450C. Specifically Lots or a portion of Lots 47, 48, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 and 61 are in the FIRM FLOOD ZONE 'A'.**

(b) All new subdivision proposals and other proposed non-agricultural developments, greater than fifty (50) lots or five (5) acres, whichever is the lesser, shall include within such proposals base flood elevation data (CFR 60.3.b.3, LDC 718.6.2.4.3). This data shall include Base Flood Elevations (BFE) and Flood Protection Elevations (FPE) for each lot. Developer must provide "100-year" flood elevations and corresponding data if they are not available (A with no BFE designated), submitted to and approved by the Building Official.

(c) THE DEVELOPER IS RESPONSIBLE FOR PROVIDING BASE FLOOD ELEVATION DATA, ALSO REFERRED TO AS A FLOOD STUDY. THE DEVELOPER MUST SUBMIT A COMPLETED, ENGINEERED FLOOD STUDY TO THE BUILDING OFFICIAL FOR APPROVAL. THERE WILL BE NO BUILDING PERMITS ISSUED FOR THE ABOVE PROJECT UNTIL THIS REQUIREMENT HAS BEEN SATISFACTORILY MET. THIS REQUIREMENT IS NOT THE RESPONSIBILITY OF THE CONTRACTORS OR HOMEOWNERS/BUYERS, BUT THE RESPONSIBILITY OF THE DEVELOPER.

(d) If it is determined that any of the structures are in the A zone, a Floodplain Management Permit will be needed for submittal along with the building permit application.

(e) A sealed survey showing the FIRM panel number, floodzone, base flood elevation, with existing and proposed grades of the lot, and floodzone lines must be submitted at the time of building permit application, unless there is a FEMA approved LOMR or CLOMR for the above lots. In which case the surveyor will just need to note the case number on the survey.

(f) The buyers of the lots noted above are hereby notified that their home may lie within the floodzone, as determined from the Preliminary Plat submitted by George F. young, Inc., as reviewed by the Manatee County Building Department's Floodplain Management Section; and the mortgage lender may require the Buyer to purchase flood insurance. Also, be advised that the mortgage lender will make their own flood determination and it may differ from that of Manatee County.

(g) **SHOULD THE BUYER NOT AGREE WITH THE RESULTS OF THE FLOODPLAIN STUDY, SUBMITTED BY THE DEVELOPER, FOR THE ENTIRE SUBDIVISION; THE BUYER IS HEREBY ADVISED THAT THEY ARE FREE TO COMMISSION AND PAY FOR A FLOODPLAIN STUDY OF THEIR OWN, FOR THEIR PARTICULAR LOT.**

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## EXHIBIT "H"

### LISTING OF HOLDINGS

The following is a complete listing of all common open space and improvements of the WINDING CREEK HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holders as described and depicted on the plat.

#### TRACT "A"

- a. May include a retention pond for the purpose of stormwater drainage and retention.
- b. Private road right of way which has been planted and will be maintained by the Association.
- c. Entrance way which was planted and will be maintained by the Association.
- d. Upland Preservation Areas as shown on the Plat.

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**EXHIBIT "I"**

**RIGHT OF ENTRY  
AND  
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT  
CODE**

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

**WINDING CREEK SUBDIVISION**

1. **Right of Entry by County.** Manatee County (Sheriff's Dept.) 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.

2. **Ownership of the Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

3. **Disturbance of Common Areas.** No lands in the Common Area 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.

4. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

5. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

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

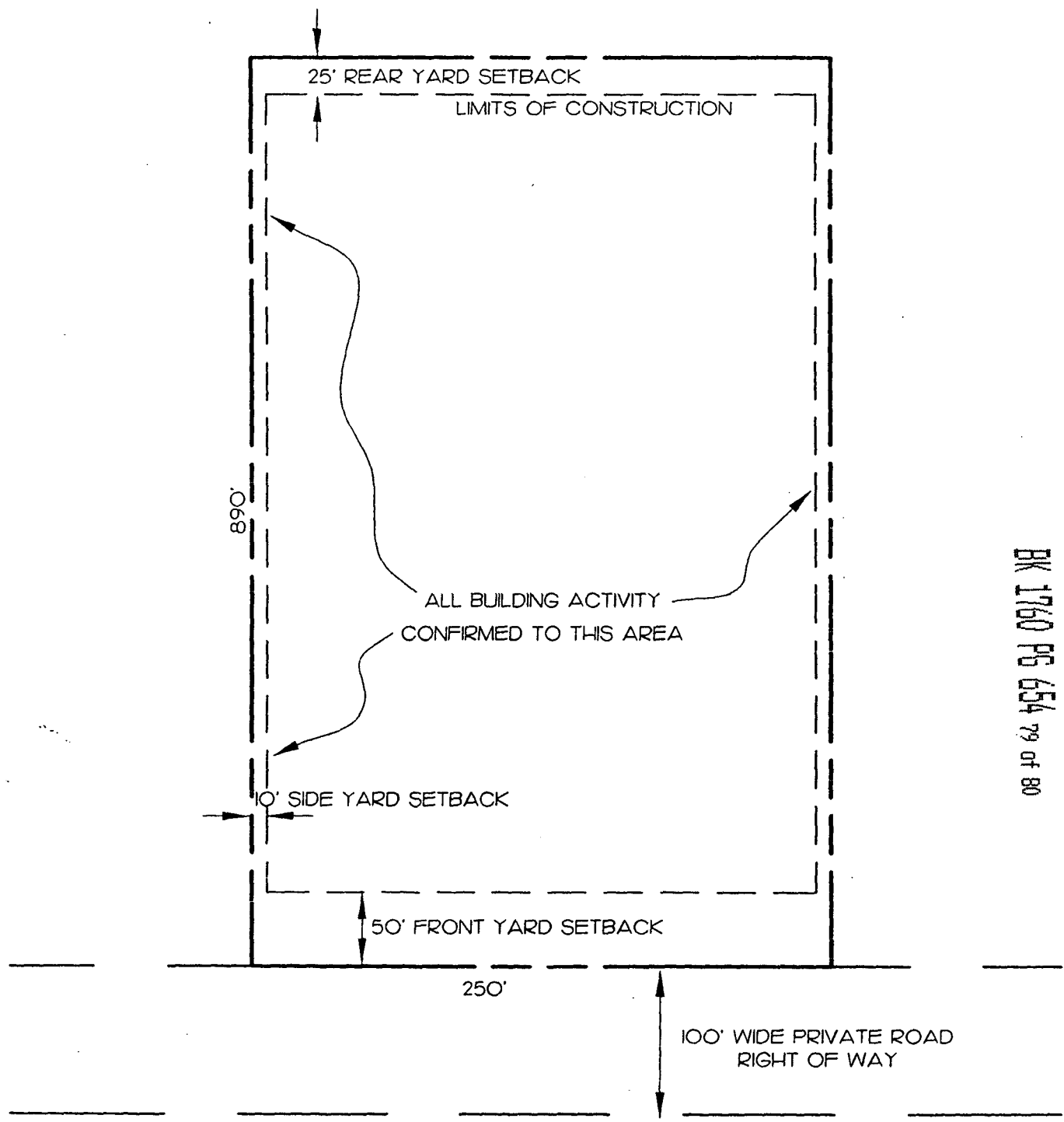
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EXHIBIT  
"J"

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# TYPICAL 5.1 ACRE LOT (UPLANDS ONLY)



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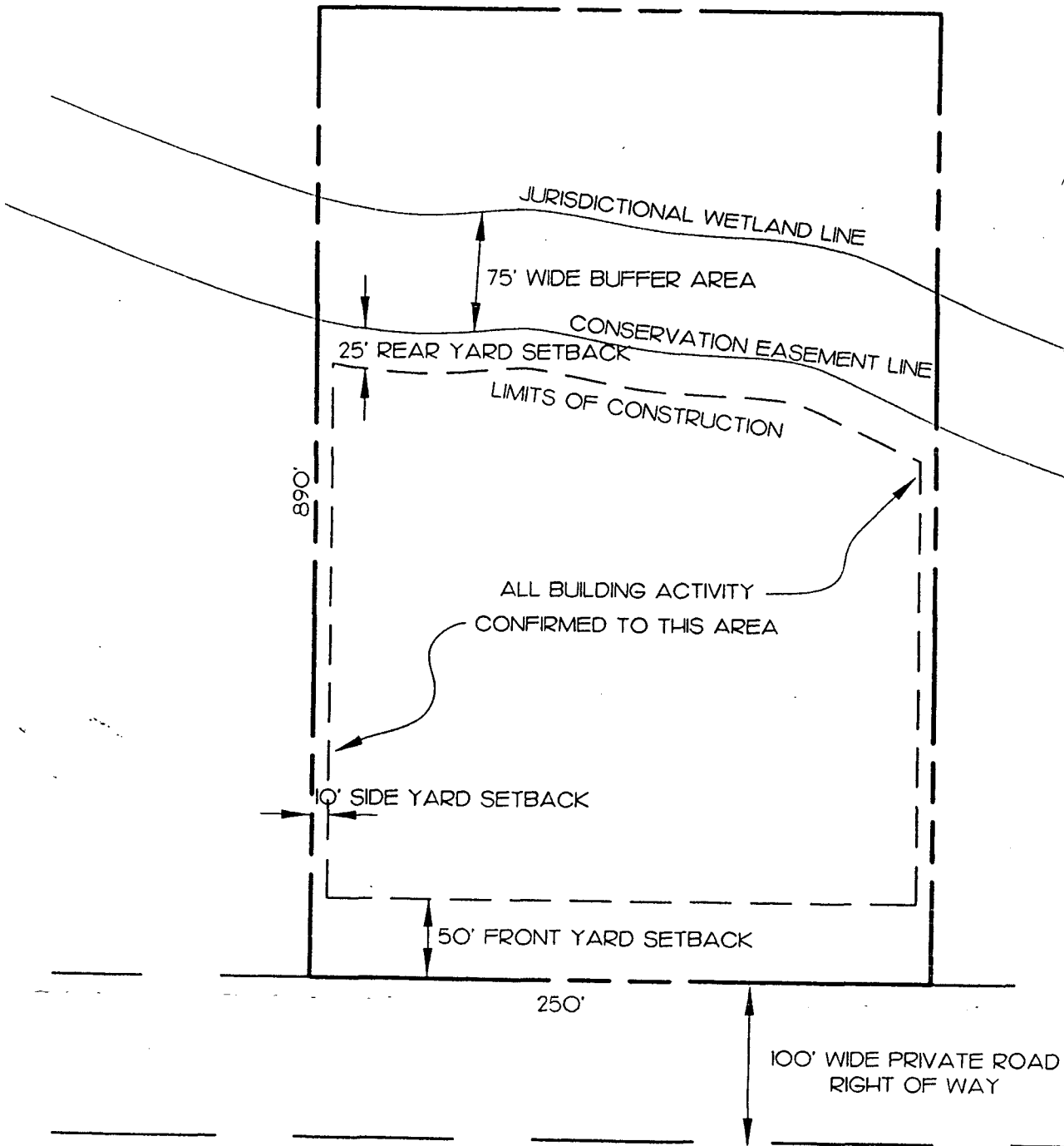
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## SCHEDULE A WINDING CREEK

N.T.S.



# TYPICAL 5.1 ACRE LOT WITH WETLANDS (4 ACRES OF UPLANDS MIN.)



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SCHEDULE B  
 WINDING CREEK  
 N.T.S.

