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**AMENDED AND RESTATED  
 DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS  
 OF  
 UNIVERSITY GROVES ESTATES RESERVE  
 (F/K/A THE TOWNHOUSE RESIDENCES AT UNIVERSITY GROVES)**

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(F/K/A THE TOWNHOUSE RESIDENCES AT UNIVERSITY GROVES)**

**THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS** is made as of the 6<sup>th</sup> day of March 2012 by **UGLP LOTS, LLC**, a Florida limited liability company ("Declarant").

**RECITALS:**

A. Declarant is the owner of certain real property in Manatee County, Florida, more particularly described in Exhibit "A" attached hereto.

B. Declarant intends to develop and convey Lots within the property described in Exhibit "A" for residential, recreational, and other uses and purposes as part of a community to be known as "University Groves Estates Reserve."

C. By virtue of this Declaration, Declarant intends to provide a flexible and reasonable procedure for the designation of lands that will be a part of the community, to impose upon such lands mutually beneficial restrictions under a general plan of improvement for the benefit of all owners thereof, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such lands.

**NOW, THEREFORE**, Declarant does hereby establish this Declaration and place upon those lands more particularly described herein the following provisions, restrictions, reservations, covenants, conditions, and easements:

**ARTICLE 1**  
**DEFINITIONS**

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings:

1.1 "Administrative Fee" shall have the meaning set forth in Article 6.8.

1.2 "Annual Assessment" shall mean an Assessment levied annually by the Board against a Lot in accordance with the provisions of Article 8 for the payment of a portion of the Common Expenses.

1.3 "Approved Builder" shall have the meaning set forth in Article 5.2.

1.4 "Architectural Committee" shall mean the committee constituted and empowered pursuant to Article 11 to control and regulate all Construction Work.

1.5 "Architectural Criteria" shall mean such restrictions and regulations as may be adopted from time to time by the Architectural Committee with respect to Construction Work affecting the Community or any portion thereof.

1.6 "Articles of Incorporation" shall mean the articles of incorporation of the Association, a copy of which is attached hereto as Exhibit "B."

1.7 "Assessment" shall mean an assessment levied by the Board against a Lot in accordance with the provisions of Article 8 for the payment of Association Expenses.

**1.8** "Assessment Share" shall have the meaning set forth in Article 8.5.A.

**1.9** "Association" shall mean University Groves Estates Reserve Association, Inc., a Florida corporation not for profit.

**1.10** "Association Expenses" shall mean all expenses incurred by the Association in the performance of its obligations or the exercise of its powers pursuant to this Declaration, the Articles of Incorporation, or the Bylaws.

**1.11** "Attorney's Fees" shall mean all reasonable attorney's fees incurred in connection with a matter, including fees for trial and appellate proceedings and fees for services not involving litigation.

**1.12** "Base Expenses" shall mean those expenses described in Article 7.3.

**1.13** "Board" shall mean the board of directors of the Association.

**1.14** "Bylaws" shall mean the bylaws of the Association, a copy of which is attached hereto as Exhibit "C."

**1.15** "Canopy Tree" shall have the definition as described in the Land Development Code. A Canopy Tree shall include a tree that 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 1.5 to 2 inches in diameter breast height at the time of planting.

Examples of Canopy Trees include live oak, maple, pine, magnolia and black olives. Notwithstanding anything to the contrary, two palm trees shall equal one Canopy Tree.

**1.16** "Common Areas" shall mean all real and personal property (or interest therein) that is: (a) owned by the Association; (b) identified as such in this Declaration or in any other instrument executed by Declarant and recorded in the Public Records; (c) designated by Declarant in an instrument delivered to the Association as property intended for the common use and enjoyment of all Owners; or (d) maintained by the Association for the benefit of all Owners pursuant to written agreement entered into by the Association.

**1.17** "Common Expenses" shall have the meaning set forth in Article 7.2.

**1.18** "Community" shall mean the property described in Exhibit "A" together with any additional property as hereafter may be made subject to this Declaration.

**1.19** "Community Standards" shall mean the minimum standards of conduct, maintenance, or other activity applicable to the Community and the Owners that are established from time to time by the Board.

**1.20** "Construction Work" shall mean any installation, construction, restoration, replacement, alteration, addition, or demolition of Improvements on a Lot.

**1.21** "Contributing Party" means the owner of a parcel of land or an owners association governing a parcel of land, in the vicinity of the Community that is served by, has the benefit of, or use rights with respect to Shared Facilities.

**1.22** "Covenant to Share Costs" means any declaration, instrument, or agreement, pursuant to the terms of which, the costs of operation, inspection, maintenance, repair, and replacement of Shared Facilities is to be paid and shared, in the manner provided therein, between or among the Association and one or more other Contributing Parties.

**1.23** "Declarant" shall mean UGLP Lots, LLC, a Florida limited liability company, any successor or legal representative of UGLP Lots, LLC, or any Person to whom all rights of UGLP Lots, LLC, under this Declaration are hereafter assigned pursuant to a written instrument duly recorded in the Public Records.

**1.24** "Final Development Date" shall mean the earlier of the following dates: (a) the date on which Declarant records a notice in the Public Records that development of the Community has been completed; or (b) January 1, 2030.

**1.25** "Fine" shall have the meaning set forth in Article 21.3.

**1.26** "Improvements" shall mean all buildings, driveways, parking areas, walks, walls, fences, signs, structures, utility installations, site paving, grading, screen enclosures, pools, mailboxes, mechanical equipment, solar energy devices, antennae, satellite dishes, wells and pump systems, water and sewer lines, irrigation systems, lighting, drains, exterior sculptures and fountains, and other improvements of any kind other than landscaping constituting real property or fixtures, together with any subsequent alterations, additions, or replacements.

**1.27** "Individual Assessment" shall mean an Assessment levied by the Board against a Lot in accordance with the provisions of Article 8 for the payment of Individual Expenses attributable to such Lot.

**1.28** "Individual Expenses" shall have the meaning set forth in Article 7.5.

**1.29** "Institutional Mortgagee" shall mean a savings and loan association, bank, credit union, mortgage banker, mortgage broker, insurance company, pension fund having assets in excess of \$25 million, agency of any state government, or agency of the United States Government (including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation), and its subsidiaries, affiliates, successors, and assigns, holding a first mortgage lien upon any Lot.

**1.30** "Land Development Code" shall mean the Manatee County Land Development Code, as adopted by the Board of County Commissioners of Manatee County, Florida, by Ordinance No. 90-01, enacted July 25, 1990, and effective October 15, 1990, as subsequently amended.

**1.31** "Lot" shall mean a platted lot within the Community.

**1.32** "Lot Improvements" shall mean all Improvements located on a Lot.

**1.33** "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to a Lot.

**1.34** "Person" shall mean a natural person, corporation, partnership, trustee, or other legal entity.

**1.35** "Plans" shall have the meaning set forth in Article 11.1.

**1.36** "Plat" shall mean the plat of the Townhome Residences at University Groves recorded in Plat Book 52, page 185, Public Records of Manatee County, Florida; and any replat of the existing plat or plat subsequently recorded in the Public Records with respect to other property which is made subject to this Declaration.

**1.37** "Public Records" shall mean the Public Records of Manatee County, Florida.

**1.38** "Restricted Vehicle" shall mean any truck, mobile home, motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head; trailer; boat; watercraft; aircraft; racing car; bus; motorcycle; commercial vehicle; all-terrain vehicle; or any

vehicle not in operable condition. As used herein, "commercial vehicle" shall include without limitation any automobile bearing signage identifying a business name.

**1.39** "Rules and Regulations" shall mean the rules and regulations of the Association adopted by the Board from time to time pursuant to the Bylaws.

**1.40** "Shared Expenses" means the cost of the maintenance, repair, replacement, ownership, improvement, and operation of the Shared Facilities.

**1.41** "Shared Facilities" means those easements, installations, equipment, improvements, services or other facilities in which the Community or Owners have Shared Rights pursuant to a Covenant to Share Costs.

**1.42** "Shared Rights" means non-exclusive rights to be served by, have the benefit of, or share the use of certain Shared Facilities, pursuant to a Covenant to Share Costs, which rights are enjoyed by or benefit of the Owners and one or more other Contributing Parties.

**1.43** "Special Assessment" shall mean an Assessment levied by the Board against a Lot in accordance with the provisions of Article 8 as a supplement to an Annual Assessment for the payment of a portion of the Common Expenses.

**1.44** "Stormwater Management System" or "Surface Water Management System Facilities" shall mean all retention areas, drainage areas, lakes, ponds, swales, wetlands, culverts, inlets, and outfalls used in connection with the retention, drainage, and control of stormwater within the Community, together with all drainage control devices, facilities, and apparatus used in connection therewith, all waters contained therein, and all easements therefor as may exist by virtue of this Declaration or other recorded instrument or plat.

**1.45** "SWFWMD" shall mean the Southwest Florida Water Management District.

**1.46** "Turnover" shall mean the date on which the "Turnover Meeting" described in Article 6.2 of the Articles of Incorporation occurs.

**1.47** "Unimproved Lot" shall mean a Lot on which no bona fide construction of Improvements has commenced.

## **ARTICLE 2** **THE COMMUNITY**

**2.1** **Description.** Declarant intends to develop the Community for residential and other uses and purposes as forth herein.

**2.2** **Property Comprising the Community.** The Community shall be comprised of the property described in Exhibit "A," which is hereby made, and henceforth shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration.

**2.3** **Expansion of the Community.** Declarant reserves the right, in its sole discretion, to modify existing lots within the Community and change the boundaries of the Community to add additional lots, subdivisions, or other lands contiguous to the Community. Any such change shall be made by an amendment to this Declaration, which amendment shall be executed by Declarant and the owner of the additional property and recorded in the Public Records. If the Community is expanded to include additional property, all the provisions of this Declaration shall apply to such additional property and the Owners of Lots within such additional property shall have the same rights and obligations under this Declaration. Expansion of the Community may include the designation of additional lands as Common Areas.



**2.4 Withdrawal of Property from the Community.** Declarant reserves the right, in its sole discretion from time to time, to withdraw any property from the Community at any time prior to the Turnover by the execution and recording in the Public Records of an amendment to this Declaration providing for the removal of such property from the provisions of this Declaration. Such amendment shall not require the consent of any Person other than Declarant and the owner of the property being removed. Notwithstanding the foregoing, no Lot may be removed by Declarant from the provisions of this Declaration.

**2.5 Notice as to On-Site and Off-Site Activities.** Declarant and other Persons, whether related or unrelated to Declarant, may from time to time conduct activities not normally associated with a residential subdivision, either within, nearby, or within sight or sound of the Community. Such activities may include possible truck traffic through the Community, as well as construction activity.

**2.6 Notice as to Roadway Connection for Unrelated Development.** The Community includes certain public roadways which are designed to serve as roadway connections for development outside the Community.

**ARTICLE 3  
THE ASSOCIATION**

**3.1 Purposes.** The general purposes of the Association are to operate, maintain, manage, and improve the Common Areas; to implement and enforce the provisions of this Declaration wherever applicable and appropriate; and to promote the health, safety, and social welfare of the Owners. In the furtherance of such purposes, the Association, through the Board, shall have the power and duty to levy Assessments and to enforce collection thereof in the manner provided in Articles 8 and 9. The Association shall also have such powers and duties as may be prescribed by its Articles of Incorporation and Bylaws.

**3.2 Membership.** Each Owner shall automatically be a member of the Association. Membership of an Owner shall terminate as the Owner's vested interest in the fee title to a Lot terminates and thereafter shall pass to such Owner's successors in title as an appurtenance to such Lot; provided, however, that the foregoing provisions shall not be construed as completely terminating the membership of any member who may own two or more Lots as long as at least one Lot is owned by such member. The Association has two classes of members. The Class A members consist of all Owners. The Class B member is Declarant. The Declarant may, by virtue of such Declarant's ownership of various Lots, be a member of more than one class of Association membership.

**3.3 Voting.** The voting rights of the members of the Association are as follows:

A. Each Class A member shall be entitled to one vote for each Assessment Share allocated to Lots owned by such Class A member.

B. The Class B member shall not have voting rights by virtue of the Class B membership, but shall have other rights as are set forth in this Declaration and the Articles of Incorporation and Bylaws.

Although the Class B member has limited voting rights, it shall be entitled to notice of, and may participate in, all meetings of Association members.

**3.4 Fees.** In addition to Assessments, Fines, fees, and charges payable to the Association pursuant to the provisions of this Declaration, the Articles of Incorporation, or the Bylaws, the Board may, in its sole discretion, adopt one or more schedules of reasonable fees that shall be payable by an Owner to the Association in connection with: (a) the review by the Association of matters submitted by or on behalf of an Owner to the Association for approval; (b) the performance by the Association of obligations or services benefiting an Owner; or (c) the provision, transfer, rental, or sale by the Association to an

Owner of items of real or personal property. The amount of such fees, and the circumstances in which such fees shall be payable, shall be as determined by the Board.

#### **ARTICLE 4** **COMMON AREAS**

**4.1 General.** The Common Areas are intended for the common use, enjoyment, and benefit of the Owners. Notwithstanding the foregoing, with respect to those Common Areas not designated as "Tracts," only Declarant and the Association shall be permitted access thereto. By way of illustration, and not as a limitation, the Common Areas may include roadways; walkways; stormwater retention areas; drainage areas; open areas; utility areas and facilities intended for the use and benefit of all Owners; water, sewer, well, irrigation, stormwater, and wastewater treatment lines, facilities, apparatus, equipment, and systems; and other Improvements used by the Association for administrative or maintenance purposes. The Common Areas shall specifically include: (a) Tracts 100, 101, 102, 400, 401, and 402 and all Improvements thereto; and (b) all Improvements made within public rights-of-way pursuant to Article 6.4.

**4.2 Transfer of Ownership of Common Areas.** Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than the Final Development Date. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights of Declarant and other Persons set forth in this Declaration; and (b) any restrictions or limitations contained in the instrument conveying such portion to the Association.

**4.3 Use of Common Areas.** Every Owner shall have the nonexclusive right to use Common Areas, subject to this Declaration, other recorded restrictions, the Rules and Regulations, the Community Standards, governmental regulations, any agreement entered into by the Association, and any restrictions or limitations contained in any instrument conveying any portions of the Common Areas to the Association. An Owner may delegate such right to the members of his family, lessees, and social invitees, as applicable. An Owner who leases his Lot shall be deemed to have delegated such right to the lessee of the Lot during the term of the lease.

A. No Person shall, without the written approval of Declarant, do any of the following on any part of the Common Areas: boat, fish, or swim other than in designated lakes or ponds; permit the running of animals; light any fires except in designated picnic areas; fell any trees or injure any landscaping; hunt, or carry or discharge firearms or other weapons; interfere with any drainage, utility, or access easements; build any structures other than recreational or other common facilities constructed or approved by Declarant; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus. The designation of areas in which certain of the foregoing activities may occur shall be made by the Association, in its discretion, provided that any such designation may be subsequently revoked or changed by the Association or Declarant.

B. Declarant reserves the right to install an irrigation system for certain portions of the Common Areas. In the event Declarant installs such an irrigation system, the Association shall be responsible for payment of charges for the supply of water for irrigation purposes pursuant to Article 18.1.

C. The Association shall be responsible for all payments due to the electric utility company for the use and illumination of street lights and other lighting within the Common Areas.

D. The plants and fauna located in or on the lakes or ponds in the Community are necessary to filter stormwater, and no Person shall disturb or alter such plants or fauna without the consent of Declarant, the Association, Manatee County, and SWFWMD. No Person shall place any matter or object in any such lake or pond. Except as otherwise authorized by Declarant pursuant to Article 15.7, no Person may pump or otherwise remove water from any lake or pond now or hereafter existing within or near the Community for the purpose of irrigation or any other use.

E. No docks, bulkheads, moorings, pilings, boat shelters, or other structure shall be constructed within any pond or lake in the Community or on any embankment adjacent thereto.

**4.4 Compliance with Land Development Code.** The Land Development Code requires the following provisions:

A. A right of entry upon the Common Areas is hereby granted to Manatee County law enforcement officers, health and pollution control personnel, emergency service personnel, and fire fighting personnel while in pursuit of their duties.

B. Notwithstanding anything herein to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Areas by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or appropriate governmental agency.

C. No lands in the Common Areas 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 Director of the Manatee County Planning, Permitting and Inspections Department.

D. In the event the Association or any successor organization shall fail to maintain the Common Areas in reasonable order and condition, the provisions of the Land Development Code allow Manatee County, upon notice and hearing, to enter upon the Common Areas for purposes of maintaining same. Such entry shall not vest the maintenance by Manatee County, shall be assessed on a prorata basis against the Lots and shall be a charge on the Lots. Such charges shall be paid by the Owners within 60 days of the receipt of the statement therefor and shall become a lien on the Lot if not paid at the end of such period.

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

F. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article 4.4 nor any provision of this Declaration affecting this Article 4.4 may be amended without the written consent of Manatee County.

**4.5 SWFWMD.** SWFWMD requires the following provisions

A. No Owner shall remove or cause the removal of any cattails or other native vegetation established within any pond or lake within the Community. For purposes of this Article 4.5, the term "removal" includes without limitation dredging, the application of herbicide, cutting, and introduction of grass carp. Owners shall address questions regarding authorized activities within ponds and lakes to SWFWMD.

B. No Owner shall construct, install, or maintain any building or other structure, or undertake any activity, in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the Plat, unless prior written approval is received from SWFWMD.

C. No activity shall be undertaken or performed in the wetlands or upland buffer zones for overland flow treatment of stormwater which are contained within conservation easements and described in the Plat, unless prior approval is received from SWFWMD pursuant to Chapter 40D-4 of the Florida Administrative Code. Prohibited activities within wetland and upland conservation areas include the removal of native vegetation; excavation; placement or dumping of soil, trash or land-clearing debris; and construction or maintenance of any building, residence, or structure.

D. Areas identified on the Plat as drainage easements shall not be disturbed by clearing, material storage, or other construction unless the prior approval of SWFWMD is obtained. Areas

identified on the Plat as flood plain compensation areas, if any, shall not be filled or otherwise altered without the consent of Manatee County and SWFWMD. Wetland buffers shall be identified by signage and maintained by the Association.

**4.6 Conservation Areas.** Areas designated on the Plat as conservation areas, including but not limited to the area adjacent to Lots 4 through 18, are subject to: (a) the restrictions contained in such easements; (b) the restrictions contained in Manatee County's Wetland Protection Policies; and (c) the restrictions set forth in this Article 4.6. Declarant reserves the right to create additional conservation areas or easements in favor of any agency listed above and to transfer ownership of the rights relative to any conservation area or easement to the Association. Unless specifically authorized by the Land Development Code, the following acts and activities are expressly prohibited within the boundaries of such conservation areas and easement areas without the prior consent of Manatee County:

- A. Constructing or placing buildings, roads, signs, billboards, or other advertising or other structures on or above the ground.
- B. Constructing or placing utilities on, below, or above the ground without appropriate local, state, and Federal permits.
- C. Dumping or placing soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- D. Removing, mowing, or trimming trees, shrubs, or other vegetation.
- E. Excavating, dredging, or removing loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- F. Any use that does not permit the land or water areas to remain in their natural condition.
- G. Any activity that is detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- H. Any activity or use that is detrimental to such land or water areas.

Manatee County may access such conservation areas and easements areas at reasonable times in order to monitor compliance with all applicable restrictions, provided such entry does not interfere with the use and quiet enjoyment of the Lots by the Owners thereof.

**4.7 Common Areas.** The following provisions apply to the Common Areas:

A. Tract 100. Tract 100 is comprised of open space, access easement, drainage easement, utility easement, landscape easement, and conservation easement areas as depicted on the Plat. This Tract is subject to a conservation and drainage easement in favor of Manatee County. Declarant or the Association may construct within this Tract signs and a perimeter wall or fence along the boundary of the Community. Declarant or the Association may also install within this Tract such lighting, landscaping, irrigation, utility and drainage lines, and other Improvements as Declarant or the Association may deem reasonably appropriate. The right of Declarant and the Association under this Article 4.7.A to construct or install such signs, perimeter walls or fences, lighting, landscaping, irrigation, utility and drainage lines, and other Improvements shall not be construed as an obligation to do so. Except for activities that may otherwise be permitted by Manatee County and SWFWMD, no activities, including filling, excavating, removal of vegetation (both trees and understory), and storage of materials, may be undertaken or performed within these Tracts.

B. Tract 101. Tract 101 is comprised of open space, access easement, drainage easement, utility easement, landscape easement, and lift station easement areas as depicted on the Plat.

Declarant or the Association may construct within this Tract signs and a perimeter wall or fence along the boundary of the Community. Declarant or the Association may also install within this Tract such lighting, landscaping, irrigation, utility and drainage lines, and other Improvements as Declarant or the Association may deem reasonably appropriate. The right of Declarant and the Association under this Article 4.7.B to construct or install such signs, perimeter walls or fences, lighting, landscaping, irrigation, utility and drainage lines, and other Improvements shall not be construed as an obligation to do so.

C. Tract 102. Tract 102 is comprised of open space areas and is hereby set aside by Declarant for the use, enjoyment, and benefit of Declarant, the Owners, and other owners outside the Community, but within the overall University Groves development, as determined by Declarant. Declarant or the Association may construct within this Tract signs and a perimeter wall or fence along the boundary of the Community. Declarant or the Association may also install within this Tract such lighting, landscaping, irrigation, utility and drainage lines, and other Improvements as Declarant or the Association may deem reasonably appropriate. The right of Declarant and the Association under this Article 4.7.C to construct or install such signs, perimeter walls or fences, lighting, landscaping, irrigation, utility and drainage lines, and other Improvements shall not be construed as an obligation to do so.

D. Tracts 400, 401, and 402. Tracts 400, 401, and 402, are comprised of stormwater retention and open space areas and are hereby set aside by Declarant for the use and benefit of Declarant and the Owners. Declarant may install within these Tracts stormwater retention ponds, together with outfall structures, weirs, headwalls, and related stormwater drainage and retention control devices and apparatus, as part of the Stormwater Management System. Declarant or the Association may further install such plants, landscaping, and Improvements as Declarant or the Association may deem appropriate for the open space and retention pond character of these Tracts. The right of Declarant and the Association to install such additional plants, landscaping, and Improvements shall not be construed as an obligation to do so, and except for such Stormwater Management System installations as may be required by Manatee County or SWFWMD, these Tracts may, in the discretion of Declarant and the Association, be left in an unimproved state.

## **ARTICLE 5**

### **LOT DEVELOPMENT**

**5.1 Architectural Control.** To promote architectural and aesthetic quality in the construction of Improvements in the Community, all plans and specifications for proposed Construction Work shall be submitted to the Architectural Committee for evaluation and approval pursuant to Article 11 prior to commencement of construction.

**5.2 Approved Builders.** In keeping with Declarant's intent to establish and maintain within the Community a neighborhood of quality homes and aesthetically pleasing design, the first home to be constructed on each Lot shall be constructed by a builder approved by Declarant (an "Approved Builder"). No Owner shall permit any Person other than an Approved Builder to construct the first home on his Lot. Declarant shall establish and thereafter maintain a list of Approved Builders from which an Owner may choose. The list of Approved Builders may change from time to time in Declarant's sole discretion and may, if Declarant so elects, consist of a single Approved Builder. The designation of a builder as an Approved Builder (including the number of builders so designated) shall not create any liability on the part of Declarant, and no Person shall have any claim against Declarant because of such designation. Declarant shall not be liable in damages to any Person by reason of mistake in judgment, negligence, or nonfeasance in conjunction with such designation. Declarant does not guarantee any aspect of the Approved Builders, including but not limited to contractual or other obligations, financial capacity, quality of construction, reliability of warranty programs, or timely completion of Improvements. Each Owner agrees, by acquiring title to a Lot or an interest therein, that he will not bring an action or suit against Declarant to recover damages in connection with matters to which this Article 5.2 pertains.

**5.3 Required Installations.** The Plans submitted to Declarant or the Architectural Committee for the construction of the first home on each Lot shall provide for the following installations,

which installations shall be constructed with the dwelling at the Owner's expense and thereafter shall be maintained pursuant to Article 6.7:

A. Irrigation System. A lawn and landscaping irrigation system for each Lot shall be installed in accordance with Article 10.9.

B. Sidewalk. The sidewalks for each Lot shall be constructed of concrete on an appropriate base in accordance with Manatee County's specifications. The sidewalk shall be located in accordance with the development plans for the Community approved by Manatee County, so that the sidewalks on the respective Lots will be connected in a continuous, uniform manner. Each Owner shall complete installation of the sidewalk required for his Lot by the issuance by Manatee County of a certificate of occupancy for a dwelling on the Lot.

C. Canopy Trees. In order to maintain aesthetic, uniform residential street landscaping, each Owner shall abide by the following requirements:

(1) The number, size, and height of the Canopy Trees required for each Lot is set forth on Exhibit "D" attached hereto. Each Canopy Tree shall be located within 25 feet of the right-of-way of the street contiguous to the Lot. The minimum spacing between Canopy Trees shall be 25 feet. All Canopy Trees required pursuant to this Article 5.3.C shall be shown on the landscape plan included as part of the Plans submitted to the Architectural Committee. No Canopy Tree shall be planted within a public or private utility easement.

(2) Each Owner shall complete installation of the Canopy Trees required for his Lot by the earlier of: (a) the issuance by Manatee County of a certificate of occupancy for a dwelling on the Lot; or (b) the date required by Manatee County.

## **ARTICLE 6 MAINTENANCE**

**6.1 General.** The responsibility for maintenance of the Community shall be apportioned between the Association and the Owners in the manner set forth in this Article 6.

**6.2 Maintenance of the Common Areas.** The Association shall maintain and keep in good repair all portions of the Common Areas, which maintenance and repairs shall include, by way of illustration and not as a limitation, maintenance of all lakes, ponds, swales, and other stormwater retention and water management areas, and related drainage control devices, facilities, and apparatus, that are part of the Stormwater Management System and maintenance of all landscaping and Improvements that are part of the Common Areas. In the event and to the extent that the Association shall fail to maintain the Common Areas in reasonable order, Manatee County shall have the right to maintain the Common Areas under and in accordance with the provisions of subparagraph (6) of Section 909.5, Common Open Space and Common Improvement Regulation and Dedications, of the Land Development Code, which provisions are hereby incorporated herein and made a part hereof. In the event that the Association and Manatee County fail to maintain the Common Areas in reasonable order, Declarant shall have the right, but not the obligation, to maintain the Common Areas and charge the Association for such maintenance.

**6.3 Stormwater Management System.** The following provisions shall apply to the Stormwater Management System:

A. Association Maintenance. In addition to its maintenance obligations under Article 6.2, the Association shall comply with the following provisions with respect to the Stormwater Management System:

(1) The Association shall operate and maintain the Stormwater Management System (including supplemental littoral zone planting, maintenance of littoral zone vegetation, removal of exotic and nuisance species from littoral zones and wetlands mitigation areas, and periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of Manatee County, SWFWMD, and other governmental authorities.

(2) The Association shall provide all stormwater, hydroperiod, wetland mitigation, littoral zone planting, and wetland planted buffer monitoring data collection and reporting required by Manatee County, SWFWMD, or other governmental authorities.

(3) Unless otherwise specifically set forth herein, the Association shall maintain all sod, plantings, or other lateral support to prevent erosion of pond and lake embankments within the Community.

(4) The Association shall maintain all outfall structures, filters, and skimmers in or on ponds and lakes within the Community to prevent plugging or leakage.

**B. Manatee County Provisions.** In the event the Association or any successor organization should fail to adequately maintain the Stormwater Management System in accordance with Manatee County standards, Manatee County shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot. The rights of Manatee County contained in this Article 6.3.B shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Community, but shall also be subject to any applicable judicial or legislative restrictions.

**C. SWFWMD Provisions.** In the event the Association or any successor organization should fail to maintain the Stormwater Management System in accordance with SWFWMD regulations and permits, SWFWMD shall have the right, but not the obligation, to take enforcement measures, including a civil action for injunctive relief and penalties, against the Association or successor organization, if applicable, to compel it to correct such failure. If the Association ceases to exist, all the Owners shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with SWFWMD regulations and permits, unless and until a successor organization assumes responsibility for such operation and maintenance.

**D. Conflict.** In the event of a conflict between the provisions of this Amended and Restated Declaration related to SWFWMD that affect SWFWMD or Manatee County and such provisions related to SWFWMD in the Original Declaration, the provisions of the Original Declaration shall control. This paragraph applies solely to matters related to SWFWMD provisions in this Amended and Restated Declaration for the benefit of SWFWMD or Manatee County.

**6.4 Medians.** The streets within the Community may contain medians in which Declarant or the Association may install signs, walls, lighting, landscaping, irrigation, and related equipment, improvements, and facilities. Notwithstanding that the streets within the Community have been dedicated to Manatee County, the Association, by virtue of certain agreements entered into with Manatee County, shall be responsible for the maintenance, repair, and replacement of such medians and areas and the improvements contained thereon. The cost of such maintenance, repair, and replacement shall be included in the Common Expenses.

**6.5 Maintenance of Lot Landscaping.** The Association shall maintain the lawn, landscaping, and irrigation system on each Lot. As used in this Article 6.5, the term "landscaping" shall mean all plants (including all vegetation, shrubs and trees) which are actually planted in the ground and are not located within a dwelling or a screened enclosure.

**6.6 Street Lights.** The Association shall maintain in good condition and repair all street light fixtures providing illumination for the Community streets, except to the extent such maintenance is provided by the electric utility company.

**6.7 Maintenance of Lots and Certain Adjoining Areas.** Except as otherwise provided by the terms of this Declaration:

A. Each Owner shall maintain his Lot Improvements, including without limitation his dwelling's roof, exterior walls, screen enclosures, decorative fencing, driveway, and accessory structures, in good appearance and condition and shall repair promptly any damage, deterioration, or evidence of wear and tear on the exterior of such Improvements.

B. Each Owner shall safeguard his Lot Improvements in the event of hurricane or tropical storm watches and warnings by, among other things, placing indoors any unfixed items on balconies or lanais.

C. Owners of Lots fronting on any street shall maintain the driveways serving their respective Lots.

D. In performing the maintenance obligations set forth in Article 6.7, the Owners shall have no right to remove or disturb trees, shrubs, or other vegetation without the prior written approval of the Association or Declarant.

All maintenance required by this Article 6.7 shall be performed in a manner consistent with the Community Standards and all applicable restrictions. If an Owner fails to perform his maintenance responsibilities, the Association shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Association has first, in any situation not involving an emergency, by written notice to the Owner, afforded the Owner a period of 30 days within which to correct the failure. If the Association exercises its right to perform an Owner's maintenance responsibilities, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon the Owner's Lot to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing an Owner's maintenance responsibilities, together with the Administrative Fee, shall be included in the Individual Expenses pursuant to Article 7.5 and shall be assessed against the Owner's Lot as an Individual Assessment in accordance with Article 8.4.

**6.8 Administrative Fee.** If any Owner fails to perform his maintenance or installation responsibilities hereunder and the Association thereafter performs such responsibilities, then in addition to any other rights which the Association may have with respect to such failure, the Association shall be entitled to charge a reasonable administrative fee for its rendition of services necessary to cure such failure (the "Administrative Fee"). Unless a lower amount is established by the Board, the amount of the Administrative Fee shall equal 10 percent of the cost to the Association for curing such failure.

## **ARTICLE 7 ASSOCIATION EXPENSES**

**7.1 Classification of Expenses.** The Association Expenses are classified as follows: (a) Common Expenses, which are defined in Article 7.2; and (b) Individual Expenses, which are defined in Article 7.5.

**7.2 Common Expenses.** Except for expenses that are classified as Individual Expenses under Article 7.5, all expenses incurred by the Association pursuant to the provisions of this Declaration in connection with the management, maintenance, and administration of the Community and the operation, maintenance, improvement, protection, management, and conservation of the Common Areas shall



constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through Assessments against the Lots in accordance with the provisions of Article 8. The Common Expenses shall be comprised of two categories, namely: (a) Base Expenses, and (b) Supplemental Expenses.

**7.3 Base Expenses.** The Base Expenses shall include the following:

- A. Costs of operation, maintenance, repair, and replacement of the Common Areas.
- B. Costs of management of the Community and administrative costs of the Association, including salaries, wages, and benefits paid to employees of the Association; professional fees and expenses; and compensation to any manager or management company providing management services to the Association.
- C. Costs of electricity and other utilities furnished to the Common Areas.
- D. Costs of performing the Association's obligations under Articles 6.2 – 6.6.
- E. Costs of electricity for Community street lighting.
- F. Costs of electricity and water for irrigation of the Common Areas and areas described in Article 6.4.
- G. Costs of labor, material, and supplies used in conjunction with the performance of the Association's obligations under this Declaration.
- H. All taxes assessed against the Common Areas.
- I. Premium costs of all insurance procured by the Association pursuant to Articles 13.1, 13.2, and 13.4.
- J. Engineering, architectural, accounting, legal, and other professional and employee services engaged by the Board in connection with the Common Areas or the Community as a whole.
- K. Compensation of officers and directors and reimbursement of actual expenses incurred by officers and directors, if authorized by the Board and Section 720.303, Florida Statutes.
- L. Repayments of loans procured by the Association for any of its authorized purposes in connection with the Common Areas or the Community as a whole, including interest thereon.
- M. Costs incurred by the Association, upon approval by the Board, for the installation of Improvements to the Common Areas or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Owners; provided that if the cost of any of such items is more than 15 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by the affirmative vote of the Class A members holding a majority of the Class A membership voting rights.
- N. A reasonable contingency fund in such amount, if any, as the Board may deem appropriate.
- O. A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements in such amount, if any, as the Board may deem appropriate.
- P. All expenses incurred by the Association that are neither Supplemental Expenses nor Individual Parcel Expenses.

Q. Any action, service, or matter, the costs of which are specifically included in the Common Expenses by the terms of this Declaration.

R. Any expenses of the Association related to the Shared Facilities under Article 19.

S. All other expenses relating to the Common Areas or the Community as a whole deemed necessary or desirable by the Board for accomplishing the purposes, objectives, or responsibilities of the Association with respect to the Community.

**7.4 Supplemental Expenses.** The Supplemental Expenses are intended to cover certain services provided by or through the Association that will benefit Lots on which construction of a home has been completed. The Supplemental Expenses shall be comprised of the following:

A. The cost of maintaining the lawns and landscaping on the Lots and adjoining streets rights-of-way pursuant to Article 6.5.

B. The cost of maintaining the irrigation system on the Lots pursuant to Article 6.5.

**7.5 Individual Expenses.** "Individual Expenses" shall mean all expenses (together with any applicable Administrative Fee and Attorney's Fees) incurred by the Association with respect to a Lot pursuant to the provisions of this Declaration in connection with any of the following:

A. The performance by the Association of any of the maintenance responsibilities of the Owner of the Lot pursuant to Article 6.7.

B. The enforcement by the Association against the Lot or its Owner of any of the restrictions or other provisions of this Declaration applicable to such Lot pursuant to Article 21.2, except for judicial actions in which the Lot's Owner is the prevailing party.

C. The performance by the Association of any of its maintenance responsibilities pertaining to the Community if, in the judgment of the Board, such performance was necessitated by the carelessness, negligence, or intentional act of the Lot's Owner or the Owner's family, guests, tenants, or invitees.

D. Any other action, service, or matter, the costs of which are specifically included in the Individual Expenses by the terms of this Declaration.

Individual Expenses shall also include any Fine assessed against a Lot's Owner pursuant to Article 21.3.

**7.6 Approval for Expenses.** The Association shall not incur, and the Association Expenses shall not include, any expense for the services of any architect, engineer, contractor, or other consultant engaged by the Association to evaluate, or render an opinion on, the condition or quality of, or conformity to any plans and specifications or governmental laws and regulations applicable to, any then existing Improvements located within the Community unless: (a) such Improvements have been damaged by casualty loss; (b) the condition of such Improvements poses a patent, immediate, and substantial threat to the safety of the Owners; or (c) such expense is approved by the affirmative vote of the Class A members holding at least 75 percent of the total Class A voting membership rights. This Article 7.6 shall not be amended unless such amendment is made by Declarant prior to the Turnover or is approved by the percentage votes, and pursuant to the same procedures, necessary to approve any such expense as provided above.

**ARTICLE 8**  
**ASSESSMENTS**

**8.1 Classification of Assessments.** There shall be three types of Assessments, to wit: (a) Annual Assessments, which shall be levied pursuant to Article 8.2 for the payment of the Common Expenses; (b) Special Assessments, which shall be levied pursuant to Article 8.3 to supplement the Annual Assessments; and (c) Individual Assessments, which shall be levied pursuant to Article 8.4 for the payment of Individual Expenses.

**8.2 Annual Assessments.** The Common Expenses shall be payable through Annual Assessments levied by the Board against each Lot. Prior to November 25 of each year, the Board shall establish and adopt a budget for the Common Expenses for the next fiscal year and thereupon levy an Annual Assessment against each Lot. The budget and Annual Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Common Expenses as and when they become due.

**8.3 Special Assessments.** The Board may levy a Special Assessment against each Lot in the event the revenue receivable by the Association pursuant to the Common Expenses budget adopted by the Board for any fiscal year is insufficient to pay the Common Expenses for such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Common Expenses; or in the event Association reserves are insufficient to cover Association capital expenditures.

**8.4 Individual Assessments.** Each Lot for which the Association incurs Individual Expenses pursuant to Article 7.5 shall be subject to Individual Assessments levied by the Board for the payment of such Individual Expenses. Except as otherwise provided by action of the Board, each Individual Assessment shall be deemed levied by the Board upon delivery of notice of such Individual Assessment in accordance with the provisions of Article 8.6.

**8.5 Apportionment of Annual and Special Assessments.** All Annual Assessments and Special Assessments levied by the Board for the payment of Common Expenses shall be allocated to the Lots and payable by the Owner of each Lot in accordance with the following provisions:

A. **Assessment Shares.** Each Lot shall be allocated a numerical share (the "Assessment Share") on which the amount of Annual Assessments and Special Assessments levied against the Lot shall be based. Allocations of Assessment Shares shall be made in accordance with the following provisions:

(1) Upon the first conveyance of title by Declarant to any Lot intended as a building site for a single dwelling unit, which conveyance is made to any Person other than Declarant, there shall be allocated to such Lot one Assessment Share.

(2) In the event two adjoining Lots or portions thereof are combined as a building site for a single dwelling unit, there shall be allocated to such combined building site a total of one Assessment Share.

B. **Assessment Amount.** All Annual Assessments and Special Assessments levied by the Board shall be equally apportioned among the Lots based upon a fraction whose numerator shall be one for each Assessment Share and whose denominator shall be the total number of projected Assessment Shares for the Community.

C. **Base and Supplemental Expenses.** The Annual Assessments shall be allocated separately to the Base Expenses and the Supplemental Expenses. Lots shall be liable for the payment of Supplemental Expenses upon installation of approved landscape material for a home constructed on the Lot.

**8.6 Notice of Assessments.** Notice of Assessments shall be given as follows:

A. **Notice of Annual Assessments.** On or before December 1 of each year, the Association shall notify each Owner of the amount of the Annual Assessment levied against such Owner's

Lot for the next fiscal year. The notice shall include a copy of the Common Expenses budget for such fiscal year.

B. Notice of Individual Assessments. Notice of each Individual Assessment shall be given by the Association to the Owner of the Lot against which the Individual Assessment is levied within 90 days after the Individual Expenses to which the Individual Assessment relates are incurred or otherwise determined by the Association.

C. Notice of Special Assessments. Notice of any Special Assessment levied by the Board shall be given by the Association to each Owner within 90 days after Board approval of the Special Assessment. The notice shall include an explanation of the purpose of the Special Assessment and the basis on which the Special Assessment was levied.

D. Failure to Notify. In the event the Association should fail to notify an Owner of any applicable Assessment on or before the time specified above, the levy and lien of such Assessment shall not be invalidated or otherwise affected, but the time for payment of the Assessment shall be extended by the number of days the notice is delinquent. So long as notice has properly been given, failure to receive any notice given by the Association shall not excuse an Owner from the payment of any Assessment when due.

E. Persons Entitled to Notice. Notice of any Assessment need be sent by the Association only to the Persons appearing on the Association's records as Owners as of the date of the notice. It is the duty of each Owner of a Lot that becomes subject to an Assessment subsequent to the date of notice thereof to ascertain from the Association the amount of the Assessment levied against such Lot. Failure to ascertain such amount shall not excuse any Owner from the payment of any Assessment when due.

**8.7 Payment of Assessments.** Assessments shall be paid in accordance with the following provisions:

A. Payment of Annual Assessments. Annual Assessments shall be payable in full in quarterly installments due on the first day of January, April, July and October or in such other installments, if any, as may be approved by the Board.

B. Payment of Special Assessments. Each Owner of a Lot against which a Special Assessment has been levied by the Board pursuant to Article 8.3 shall pay to the Association the full amount of the Special Assessment on or before the time established for payment by the Board; provided, however, that no Special Assessment shall be payable sooner than 30 days following notice thereof, and further provided that any Special Assessment may be payable in installments if, and only to the extent, approved by the Board.

C. Payment of Individual Assessments. Each Owner of a Lot against which an Individual Assessment has been levied by the Board pursuant to Article 8.4 shall pay to the Association, within 30 days after notice thereof, the full amount of the Individual Assessment.

**8.8 Failure to Pay Assessments.** Each Assessment shall be the personal obligation of the Owner of the Lot against which the Assessment is levied, ownership being determined as of the date of such levy. If any Assessment is not paid within 15 days after the date on which payment of the Assessment is due, then:

A. Interest shall accrue on the Assessment from the due date until paid at the rate of 18 percent per annum or such other legal rate as may be established by the Board;

B. A delinquency charge equal to 5 percent of the Assessment (or such lesser amount as may be established by the Board) shall be added to the Assessment. In no event shall the delinquency charge exceed the maximum charge allowed by law;

C. If the Assessment is payable in installments, the remaining installments of such Assessment may be accelerated by the Association to maturity if the delinquent installment, together with the delinquency charge and interest due thereon, is not paid in full by the Owner within 10 days after notice by the Association of its intent to accelerate such remaining installments; and

D. The Association may bring suit against the Owner on his personal obligation to recover the amount of the Assessment, together with the delinquency charge and interest and all costs incurred by the Association, including Attorney's Fees, in preparation for and in bringing such suit.

**8.9 Proof of Payment of Assessment.** Upon the request of any Owner or Institutional Mortgagee and the payment to the Association of such processing fee (not to exceed \$100 per request) as may be established by the Board, the Association shall furnish a certificate in writing signed by an officer of the Association showing the amount of unpaid Assessments, if any, against any Lot in which such Owner or Institutional Mortgagee has an interest, the year or years for which any such unpaid Assessments were levied, and any interest or other charges owing thereon. Such certificate, in the absence of fraud, shall be conclusive evidence in favor of any Person other than the Owner of the payment of any Assessment therein stated to have been paid.

**8.10 Lots Owned by Declarant.** Notwithstanding the foregoing provisions of this Article 8, until the Turnover:

A. Declarant shall not be liable for the payment of any Assessments with respect to any Lot owned by Declarant.

B. Upon the first conveyance by Declarant to an Owner other than Declarant of title to a Lot, the amount of the Annual Assessment attributable to such Lot for the then current fiscal year shall be prorated as of the date of such conveyance, and the Owner of the Lot shall pay to the Association on such date such prorated amount.

C. The amount of Annual Assessments levied against a Lot during any calendar year shall not exceed \$20,000.

D. Declarant shall pay any Common Expenses in excess of the Assessments receivable from other Owners and other income of the Association.

**8.11 Working Capital Contribution.** Declarant may, in its sole discretion, require each Owner of a Lot who acquires their Lot directly from Declarant to pay to the Association a one-time contribution (the "Working Capital Contribution") to be used by the Association solely for the payment of any obligations of the Association. The exact amount of the Working Capital Contribution shall be as determined by Declarant, but shall not exceed the then current Annual Assessment amount. Notwithstanding the foregoing, the payment of the Working Capital Contribution, as required herein, may be delayed, in Declarant's sole discretion, for the period of time between the transfer of a Lot to a Florida licensed residential home builder ("Builder") and the date a Builder conveys the acquired Lot to a third-party; provided, however, Declarant reserves the absolute right to demand payment of the Initial Working Capital Contribution from a Builder at any time after one year from the initial transfer of the Lot to the Builder.

**(a) Failure to Pay Working Capital Contributions.** The Working Capital Contribution payable upon acquisition of a Lot by an Owner shall be the personal obligation of the Owner. If any Working Capital Contribution is not paid within 15 days after the date on which payment of the Working Capital Contribution is due, then:

(i) Interest shall accrue on the Working Capital Contribution from the due date until paid at the rate of 18 percent per annum or such other legal rate as may be established by the Board;

(ii) A delinquency charge equal to 10 percent of the Working Capital Contribution (or such lesser amount as may be established by the Board) shall be added to the applicable Working Capital Contribution;

(iii) The Association may bring suit against the Owner on his personal obligation to recover the amount of the Working Capital Contribution, together with the delinquency charge and interest and all costs incurred by the Association, including Attorney's Fees, in preparation for and in bringing such suit.

(b) **Creation of Lien.** Each Working Capital Contribution against a Lot shall be secured by a lien in favor of the Association against the Lot and Improvements thereon in accordance with the provisions of this Section. The lien shall secure not only the amount of the Working Capital Contribution, but also all interest, delinquency charges, and costs of collection as provided by provided herein. The lien of every Working Capital Contribution levied against a Lot shall attach and become a charge on the Lot, and all Improvements thereon, upon the recording of this Amendment to the Declaration.

(c) **Enforcement of Lien.** In the event any Working Capital Contribution is not paid within 30 days after it is due, the Association shall have the right to file a claim of lien in the Public Records. The Working Capital Contribution lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Lot, the Association shall be entitled to recover from the Owner of such Lot the interest and delinquency charges provided herein and all costs, including Attorney's Fees, incurred in preparing, filing, and, if applicable, foreclosing the Working Capital Contribution, and all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

(d) **Priority of Lien.** It is the intent hereof that the Working Capital Contribution lien against each Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota and other governmental bodies and to the lien of any mortgage upon such Lot given to an Institutional Mortgagee prior to the recording of a claim of lien; provided, however, that such subordination shall not apply to Working Capital Contributions which become due and payable after a sale or transfer of the Lot pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

## **ARTICLE 9** **LIEN OF ASSESSMENTS**

**9.1 Creation of Lien.** To the extent allowed by law, each Assessment levied by the Board against a Lot shall be secured by a lien in favor of the Association against the Lot and Lot Improvements in accordance with the provisions of this Article 9. The lien shall secure not only the amount of the Assessment, but also all interest, delinquency charges, and costs of collection as provided by Article 8.8. The lien of every Assessment levied against a Lot shall attach and become a charge on the Lot and all Lot Improvements upon the recording of this Declaration.

**9.2 Enforcement of Lien.** In the event any Assessment is not paid within 30 days after the Assessment is due, the Association shall have the right to file a claim of lien in the Public Records. The Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Lot, the Association shall be entitled to recover from

the Owner of such Lot the interest and delinquency charge provided by Article 8.8 and all costs, including Attorney's Fees, incurred in preparing, filing, and foreclosing the Assessment lien; all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

**9.3 Priority of Lien.** It is the intent hereof that the Assessment lien against each Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by Manatee County and other governmental bodies and to the lien of any mortgage upon such Lot given to an Institutional Mortgagee prior to the recording of a claim of lien; provided, however, that such subordination shall not apply to Assessments which become due and payable after a sale or transfer of the Lot pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage. Notwithstanding anything to the contrary contained herein: (a) the subordination of the lien of the Assessments against any Lot to any mortgage given to an Institutional Mortgagee will not relieve the liability of any party acquiring title to the Lot by foreclosure of the mortgage, or by deed in lieu of foreclosure, for unpaid Assessments coming due before such acquisition of title, except to the extent provided by Chapter 720, Florida Statutes, and (b) the lien of the Assessments against each Lot will not be subordinate or inferior to the lien of any mortgage upon such Lot given to an Institutional Mortgagee after the recording of a claim of lien by the Association for unpaid Assessments.

## **ARTICLE 10** **RESTRICTIONS**

**10.1 Residential Use.** Except as otherwise provided herein, the Lots may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, profession, or religious or charitable enterprise may be conducted on any part thereof, except that: (a) an Owner may conduct a home occupation (as defined in the Land Development Code, as amended) on his Lot, if the home occupation is permitted by Land Development Code without special permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; is not accompanied by the display of any exterior sign; complies with all other provisions of this Declaration and the Rules and Regulations; and is otherwise approved by the Association; (b) an Owner and his agents may show his Lot and Lot Improvements for sale or lease; and (c) business activities necessary for the construction of a dwelling or other Lot Improvements shall be permitted.

**10.2 Dwellings.** No building shall be erected or permitted to remain on any Lot other than one detached single-family dwelling containing at least 1,300 square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages), which dwelling shall not exceed 35 feet in height (measured as provided in the Land Development Code). Additions to any dwelling shall be compatible in appearance to the existing dwelling, as determined by the Architectural Committee.

**10.3 Garages and Outbuildings.** No dwelling shall be constructed on any Lot without provision for a fully enclosed garage having a capacity of not less than two vehicles. Whether the garage is attached to the dwelling or detached, the garage must be constructed and designed to be in conformance with the architectural style, color, and materials of the dwelling. Conversion of a garage to living area or other usage is expressly prohibited without: (a) the substitution of another enclosed garage having a capacity of not less than two vehicles; and (b) the prior written approval of the Architectural Committee. All garages must have doors that are maintained in a useful, working condition and that are operated by electric door openers. Detached outbuildings approved by the Architectural Committee may be constructed and must be compatible with the architectural style, color, and materials of the dwelling. The Architectural Committee reserves the right to restrict the number, size, and location of outbuildings. Pre-fabricated outbuildings are prohibited.

**10.4 Setbacks.** Other than a roof overhang, no portion of any dwelling or other structure (including porches, verandas, garages, pool cages, lanais, screen enclosures and the like) erected or placed upon a Lot shall: (a) encroach on any easement shown on the Plat or on any easement reserved or granted by Declarant under the provisions of this Declaration; or (b) violate any building setbacks established by Manatee County. Notwithstanding the foregoing, terraces, patios, low platforms or steps,

decks, swimming pools and screened structures may be erected within the setback areas, provided that such structures: (i) do not encroach on any of the aforesaid easements; (ii) do not, in the opinion of the Architectural Committee, interfere with the exposure or reasonable privacy of adjoining or facing properties; (iii) are otherwise approved in writing by the Architectural Committee; and (iv) comply with Manatee County setback requirements.

**10.5 Driveways.** All dwellings shall have a driveway from the street to the garage, constructed of concrete, brick pavers, brick, or other material approved in writing by the Architectural Committee. Each driveway shall measure no less than 16 feet in width at the entrance to the garage.

**10.6 Roofs.** Each roof shall be constructed with a minimum pitch of 4/12, and all roofing material shall be approved by the Architectural Committee. No built-up roofs, flat roofs, or roofs having a slope of less than 4/12 shall be permitted.

**10.7 Drainage.** The development plans for the Community approved by Manatee County require each Lot to be graded in a specified manner to provide proper drainage in accordance with environmental and wetlands considerations. Accordingly, prior to construction of a dwelling, the Owner shall grade his Lot in conformity with the detail grading plan for the Lot as reflected on sketches approved by Manatee County and available from Declarant. No drainage easement, swale, lake, or pond may be obstructed, filled in, or altered without the written approval of Declarant and applicable governmental authorities. Pulling, cutting, mowing, treatment with herbicides, or other removal of littoral zone vegetation is strictly prohibited unless otherwise authorized by Manatee County.

**10.8 Landscaping.** Not later than 30 days following completion of construction of a dwelling on a Lot: (a) that portion of the front and side yards of the Lot not covered by a dwelling, patio, driveway, or walkway shall be sodded and landscaped; and (b) that portion of the rear yard of the Lot not covered by a dwelling, patio, pool deck, or other structure shall be sodded and landscaped. Owners of Lots fronting on any street shall sod that portion of the right-of-way of such street lying between the Lot boundary and the nearest pavement edge. In addition, Owners of Lots adjacent to any pond or other body of water within the Community shall sod that portion of their respective Lots lying between the Lot boundary and the top of the bank of such pond or other body of water. No plant species classified as exotic by the State of Florida or Manatee County shall be planted or maintained on any Lot. All outdoor equipment on a Lot, including without limitation all pool equipment, water treatment equipment, heating, ventilating and air conditioning equipment shall be screened with landscape plantings, low fencing, or low walls. The Architectural Committee shall approve all such screening pursuant to Article 11 prior to installation. All plants used for such screening shall be a minimum of three gallon plants at the time of installation. Nothing in this Article 10.8 shall be construed to limit any rights of an Owner under applicable law.

**10.9 Irrigation System.** Not later than 30 days following completion of construction of a dwelling on a Lot, the entire Lot not covered by a dwelling, patio, driveway, or walkway shall be improved with an automated irrigation system. Such automated irrigation system shall include a timer mechanism, irrigation lines, and sprinkler heads sufficient in number, location, and capacity to irrigate all sodded and landscaped areas on the front and side yards of the Lot. The Owner shall utilize the automated irrigation system to properly irrigate the sodded and landscaped areas of the Lot in accordance with SWFWMD and Manatee County guidelines and restrictions. The automated irrigation system on each Lot shall be connected to and utilize the central irrigation water supply service described in Article 18.1. The use of an individual well by the Owner of a Lot for irrigation purposes shall be prohibited. In no event shall any automated irrigation system within the Community utilize the Manatee County potable water supply.

**10.10 No Trailers or Temporary Buildings.** Except as may be reasonably necessary for Construction Work, no tents, trailers, vans, shacks, or temporary accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of Declarant. Upon completion of any Construction Work, any of the foregoing items shall be promptly removed.



**10.11 Water and Sewer.** All dwellings shall use and be connected to the central water and sewerage system made available by Declarant. No septic tank shall be installed, used, or maintained on any Lot, without the prior written approval of Declarant and the approval of any applicable governmental authority.

**10.12 Fences and Walls.** In order to preserve the open character of the Community and minimize visual and physical impacts on adjoining properties, hedges and other landscaping to provide privacy are encouraged over fences and walls. However, privacy walls and decorative fences attached are permitted if approved by the Architectural Committee.

A. The location and height of all fences, walls, and hedges shall be subject to approval by the Architectural Committee prior to construction and installation

B. The material and design of all walls shall be subject to approval by the Architectural Committee prior to construction and installation.

C. The Architectural Committee may, from time to time, establish specific materials, color, architectural style, location, and height limitations for fences and walls.

**10.13 Swimming Pools.** All swimming pools shall be designed and constructed so that the deck and surrounding patio or walkway, if any, is at ground level. The Architectural Committee may approve minor variances where existing conditions prohibit construction of a swimming pool at ground level, but in no case shall the Architectural Committee allow the construction of a swimming pool which would customarily be regarded as an "above-ground" swimming pool. All pool areas shall be enclosed, and all swimming pools shall be designed, located, and constructed in accordance with all applicable governmental laws, rules, regulations, and standards. All pool screen changes shall be approved by the Architectural Committee.

**10.14 Lampposts and Mailboxes.** No lamppost or mailbox shall be erected on any Lot unless and until the size, location, and design of, and the type of material for, such lamppost or mailbox shall have been approved by Declarant. Declarant may require the use of standard lampposts and mailboxes on all Lots. United States Post Office regulations may dictate the location of mailboxes on the Lots. Receptacles for newspapers, magazines, periodicals, or similar materials are prohibited.

**10.15 Boats and Vehicles.** No vehicle shall be parked in the Community except on a paved driveway or inside a garage, nor shall any vehicle be parked within the right-of-way of any public street shown on the Plat. No Restricted Vehicle (excluding vehicles of Persons temporarily in the Community to provide business services to an Owner, Declarant, or the Association) shall be parked in the Community unless inside a garage. No maintenance work other than washing shall be performed on any vehicle, unless such maintenance work is performed inside a garage. The restrictions on vehicles contained in this Article 10.15 shall not apply to vehicles or trailers utilized by builders in connection with any Construction Work.

**10.16 Signs.** No sign of any kind shall be displayed in the Community except as follows:

A. Individual, ornamental house number and name plates may be displayed on a dwelling, provided their size, color, design, and location is approved by the Architectural Committee. Either Declarant or the Architectural Committee may require the use of standard house number and name signage.

B. One temporary sign utilized in connection with the sale of a Lot may be displayed on the Lot. The size, color, format, nature, content, and location of such sign shall be subject to the written approval of Declarant.

C. During the course of construction of a dwelling on a Lot, a construction sign identifying the builder may be displayed on the Lot if such sign is approved by Declarant, which approval

may be withheld by Declarant in its sole discretion. Such sign shall be promptly removed upon the issuance by Manatee County of a certificate of occupancy for the dwelling. Absent approval by Declarant, no sign identifying a builder may be displayed on any Lot.

D. One temporary permit sign utilized in connection with the construction of a home on a Lot may be displayed on the Lot. The size, color, format, nature, content, and location of such sign shall be subject to the written approval of Declarant.

E. Other signs may be displayed if such signs are approved by Declarant as to size, design, location, and content.

F. Certain of the Approved Builders, as designated by Declarant from time to time, may place other signs within the Community, provided that: (1) such signs comply with applicable laws and other governmental requirements; and (2) such signs are approved by Declarant, which approval may be withheld by Declarant in its sole discretion.

**10.17 Animals.** An Owner may keep up to three animals customarily regarded as a household pets on his Lot. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. All birds shall be kept indoors. If, in the sole judgment of the Board, it is determined that an Owner's pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is a source of excessive disturbance, annoyance, or danger to other Owners or Persons, the Owner shall take such action as the Board reasonably may require to eliminate the disturbance, annoyance, or danger. The authority of the Board to restrict, prohibit, or direct the disposal of any pet shall not be construed as imposing any duty on the Board to do so. Owners having pets shall remove all pet droppings.

**10.18 Trash.** Owners shall keep all garbage, trash, and other refuse in sanitary containers. Containers shall be kept within totally enclosed or screened areas and not be placed in front of a dwelling except on the morning scheduled for refuse collection. Containers shall be removed promptly, along with any debris, after collection.

**10.19 Interference with Usage.** No Owner shall interfere with the use of a Lot by any Person entitled to the use thereof or make use of any part of the Common Areas in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment.

**10.20 Clothes Drying Areas.** No exterior portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

**10.21 Solar Collectors.** No solar collectors shall be permitted on any Lot unless approved by the Architectural Committee prior to installation.

**10.22 Nuisances.** No Person shall create any public or private nuisance, or engage in any noxious, illegal, or offensive activity, within the Community. By way of illustration and not as a limitation, no Owner shall place or keep any substance, material, or thing that emits foul or obnoxious odors or that is unsightly, unkempt, or unsanitary; cause unreasonable noise or other conditions that disturb, in the opinion of the Board, the reasonable peace, quiet, safety, or comfort of the occupants of adjacent properties; or conduct outside burning of wood, leaves, trash, garbage, or household refuse. Notwithstanding that Construction Work may temporarily disturb the peace and quiet of the occupants of adjacent Lots, such Construction Work shall be permitted, subject only to such reasonable limitations as may be imposed by the terms of the Rules and Regulations. No Owner shall have any claim against Declarant or any other Person for any interference with such Owner's view, peace and quiet, welfare, or access to light and air, caused by any such Construction Work.

**10.23 Exterior Antennas.** No exterior antenna, aerial, satellite dish, or other apparatus for the reception or transmission of television, radio, or other electronic signals shall be placed or maintained on any Lot without the prior written approval of Declarant.

**10.24 Utility Lines.** No Person other than Declarant shall place or maintain any overhead utility or cable television lines within the Community without the prior written approval of Declarant.

**10.25 Air Conditioning Units.** No window or wall air conditioning units may be installed or maintained on any Lot.

**10.26 Artificial Vegetation and Exterior Decorations.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained on the exterior portion of any Lot unless approved in writing by the Architectural Committee. No exterior decorations, including without limitation sculptures, artwork, fountains, or similar items shall be placed or maintained on the exterior of any Lot or dwelling unless approved in writing by the Architectural Committee.

**10.27 Damage and Insurance Rates.** No Person shall engage in any activity causing damage to, or any increase in insurance rates on, any Improvements within the Community.

**10.28 Clearing of Trees.** No Person other than Declarant shall cut down, remove, or clear from any Lot any tree, except pursuant to Plans approved by the Architectural Committee in accordance with Article 11 or except as otherwise may be authorized in writing by Declarant.

**10.29 Pollutants.** No Person shall discharge pollutants into any street, easement, stormwater drain, or other portion of the Community so as harmfully to affect any landscaping or vegetation or pollute the Stormwater Management System.

**10.30 Leases.** No Owner shall lease less than his entire Lot, lease his Lot to more than two different tenants during a 12 month period, or lease his Lot for a term less than three months in duration.

**10.31 Resubdivision.** Except as approved by Declarant, No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than shown on the Plat for the same area. Any Lot or part thereof may be combined with any contiguous Lot or part thereof to form a single building site; provided the number of building sites resulting from the combination of such Lots or parts thereof, together with any previous combination of such Lots or parts thereof, does not exceed the number of such Lots as originally platted. In the event that any Lot or part thereof is combined with any contiguous Lot or part thereof to form a single building site, the provisions of this Declaration shall apply thereto as if it were a single Lot.

**10.32 Governmental Regulations.** No Person shall violate in any respect the provisions of any governmental laws or regulations applicable to the Community.

**10.33 Common Areas.** No Person other than Declarant or the Association shall erect, install, or alter any Improvements on, or otherwise disturb the physical condition of, any portion of the Common Areas or other property which the Association is required to maintain pursuant to the terms of this Declaration.

**10.34 SWFWMD Regulations.** Each Owner, at the time of construction of a dwelling or other Improvements on his Lot, shall comply with the construction plans for the Stormwater Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD. No Owner may construct or maintain any dwelling or other Improvements on, or undertake or perform any activity (including filling; excavating; storage of materials; or removal of trees, understory, or other vegetation) in, any wetland, wetland mitigation area, wetland buffer area, upland conservation area, or drainage easement area described in any SWFWMD approved permit and Plat, unless prior approval is received from SWFWMD pursuant to Chapter 40D-4, Florida Administrative Code.

**10.35 Unightly Debris.** No unsightly debris, including without limitation car bodies and cars in disrepair, shall be allowed to remain on any Lot at any time.

**10.36 Accessory Structures.** Any play structures shall be located at the rear of the dwelling. No platform, dog house, playhouse or other similar structure shall be constructed or installed on any portion of a Lot located in front of the rear line of the dwelling, and any such structure shall be approved in writing by the Architectural Committee prior to construction or installation. All accessory structures must be approved by the Declarant or Association prior to installation.

**10.37 Occupants Bound.** All provisions of this Declaration, the Rules and Regulations, the Community Standards, and the Architectural Criteria governing the conduct of an Owner shall also apply to all occupants of the Owner's Lot and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

**10.38 Additional Restrictions.** Declarant reserve the right to impose additional restrictions in the conveyance of title to any Lot, provided such restrictions are identified in the purchase agreement between Declarant, as applicable, and the Owner of the Lot.

## **ARTICLE 11**

### **ARCHITECTURAL CONTROL**

**11.1 Approval by Architectural Committee.** No Construction Work shall be commenced unless and until the plans and specifications for such Construction Work (the "Plans") have been submitted to the Architectural Committee in accordance with Articles 11.4 and 11.5 and approved by the Architectural Committee in writing. In keeping with Declarant's intent to establish and maintain a community of quality homes and buildings of aesthetically pleasing design, the Architectural Committee shall evaluate the Plans with respect to the harmony of external design, appearance, and location of all Improvements to which the proposed Construction Work relates in relation to surrounding structures and topography, the proposed materials and construction standards, the conformance of the proposed Construction Work with any applicable Architectural Criteria, the conformance of the proposed Construction Work with restrictions set forth in this Declaration, and the general aesthetic impact of the proposed Construction Work. The purpose of the Architectural Committee shall not be to impose a uniform appearance in the Community, but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all Owners.

**11.2 Architectural Committee.** The Architectural Committee shall be composed of not less than three or more than seven members, who need not be members of the Association. Declarant shall have the right to appoint (and, at its sole discretion, to replace) all members of the Architectural Committee, or such lesser number as Declarant may choose, until such time as Declarant, in its sole discretion, elects to assign such right to the Association; provided, however, Declarant shall assign such right to the Association not later than the Final Development Date. Members of the Architectural Committee as to whom Declarant may have relinquished the right of appointment, and all members of the Architectural Committee after Declarant assigns such right to the Association, shall be appointed by, and shall serve at the pleasure of, the Board. A majority of the Architectural Committee members shall constitute a quorum to transact business at any meeting of the Architectural Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Committee because of death, resignation, or other termination of service of any member appointed by Declarant shall be filled by Declarant; any other vacancy shall be filled by the Board. The Architectural Committee may employ independent advisers, in which case reasonable compensation to such advisers may be paid by the Association as part of the Common Expenses. All decisions of the Architectural Committee shall be final and binding on the Owners.

**11.3 Architectural Control Authority.** The Architectural Committee's regulatory authority shall include the power to prohibit those uses, activities, or exterior designs deemed inconsistent with the provisions of this Declaration or contrary to the best interests of the Association in maintaining the value and desirability of the Community. The Architectural Committee shall have authority to adopt, promulgate, rescind, amend, and revise Architectural Criteria for any portion or portions of the Community in connection

with the foregoing, provided such Architectural Criteria are reasonable and consistent with the provisions of this Declaration. The authority provided herein shall apply not only to preconstruction and construction periods but also to all periods subsequent to construction to ensure that all Architectural Committee requirements continue to be satisfied by the owner of the property on which the Construction Work is to take place.

**11.4 Plans.** The Plans shall show the nature, kind, shape, height, materials, locations, and color of the proposed Construction Work. An Owner may submit preliminary plans that are conceptual in nature. If preliminary plans are approved by the Architectural Committee, and if Plans are submitted to the Architectural Committee which are consistent with the approved preliminary plans, the Plans will be approved by the Architectural Committee, provided such Plans do not contain any material deviation from the preliminary plans as determined solely and in the absolute discretion of the Architectural Committee. All applications to the Architectural Committee for approval of any of the foregoing shall be accompanied by the following information, to the extent applicable:

- A. Architectural, engineering, and construction plans and specifications (which shall show proposed exterior design, colors, and materials).
- B. Site plan, including lighting, parking, and drainage plans.
- C. Landscaping plan, which shall: (1) show generally all existing trees (trees having a stem diameter of four and one-half inches or greater at 54 inches above the ground shall be shown specifically), shrubs, and other vegetation to be removed or left in place; (2) show all Canopy Trees required pursuant to this Declaration, and (3) show the location, type, and, if applicable, size of all other trees, plantings, sod, and landscaping to be installed on the Lot.
- D. Construction schedule.
- E. A statement of the use to be made of the Improvements.
- F. Such additional information as may be reasonably necessary for the Architectural Committee to evaluate completely the proposed Construction Work.

In the event the Architectural Committee fails to respond to an application within 30 days after the same has been submitted to and received by it, the Architectural Committee's approval shall be deemed to have been given; provided, however, that no Improvements shall be erected or be allowed to remain on any Lot which violate any building or use restrictions contained in this Declaration or other recorded instrument.

**11.5 Procedure.** The Architectural Committee may appoint one or more Persons to make preliminary review of all applications to the Architectural Committee and report such applications to the Architectural Committee with such Person's recommendations for Architectural Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Architectural Committee deems advisable. In addition to the fees payable under Article 11.6, the Owner making application to the Architectural Committee shall reimburse the Association for all reasonable costs associated with the review of Plans by the Architectural Committee, including any expense for architectural, engineering, or Attorney's Fees. If such reimbursement is not made within 15 days after delivery to the Owner of written notice of the costs to be reimbursed, such costs shall be included in the Individual Expenses pursuant to Article 7.5 and shall be assessed against the Owner's Lot as an Individual Assessment in accordance with Article 8.4.

**11.6 Fees.** The Board shall adopt a schedule of reasonable fees for processing applications to the Architectural Committee. Such fees, if any, shall be payable to the Association, in cash, at the time an application is submitted to the Architectural Committee. No application shall be deemed to have been properly submitted without payment of the applicable fees.

**11.7 Proceeding with Work.** Upon receipt of approval from the Architectural Committee, the Owner shall as soon as practical satisfy any and all conditions of such approval and shall diligently proceed

with the commencement and completion of the approved Construction Work. In all cases, the approved Construction Work shall commence within six months from the date of approval, and if the Construction Work is not so commenced, approval shall be deemed revoked unless the Architectural Committee pursuant to written application made and received prior to the expiration of the six-month period extends the period of time within which the approved Construction work must be commenced.

**11.8 Liability.** The Architectural Committee and its members shall not be liable in damages to anyone submitting an application to them for approval or to anyone affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of same. All Persons who submit plans or specifications to the Architectural Committee for approval agree, by the submission of same, and each Owner of a Lot agrees, by acquiring title thereto or an interest therein, that they will not bring any action or suit against the Architectural Committee, its members, or Declarant to recover damages in connection with matters to which this Article 11 pertains.

**11.9 Interior Alterations.** Notwithstanding any other provision of this Declaration to the contrary, the provisions of Articles 11.1 – 11.7 shall not apply to Construction Work relating to Improvements lying solely within the interior of a building located, or to be constructed, on an Owner's Lot.

## **ARTICLE 12 WARRANTIES**

Except as Declarant may otherwise expressly provide by written contract, THE CONSTRUCTION, DEVELOPMENT, AND SALE BY DECLARANT OF ANY LOT OR OTHER PROPERTY OR IMPROVEMENTS IN THE COMMUNITY ARE WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE COMMUNITY OR IMPROVEMENTS CONSTRUCTED BY DECLARANT THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED. EXCEPT AS DECLARANT MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DECLARANT HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DECLARANT MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OR LEVELS OF RADON, RADON PROGENY, OR ANY POLLUTANT WITHIN THE COMMUNITY OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION PURSUANT TO THIS DECLARATION OR OTHER INSTRUMENT. DECLARANT AND THE ASSOCIATION SHALL NOT IN ANY MANNER BE CONSIDERED INSURERS OR GUARANTORS OF ANY PERSON'S SAFETY WITHIN THE COMMUNITY, NOR SHALL DECLARANT OR THE ASSOCIATION HAVE ANY LIABILITY TO ANY PERSON FOR INJURY OR LOSS RESULTING FROM THE PRESENCE OR ACTIONS OF POISONOUS SNAKES, ALLIGATORS, HORSES, OR WILDLIFE; RESULTING FROM THE PRESENCE OR MAINTENANCE OF STORMWATER RETENTION PONDS, WETLAND AREAS, OR ROADWAYS WITHIN THE COMMUNITY; OR RESULTING FROM VEHICULAR TRAFFIC ON ROADWAYS WITHIN OR ADJOINING THE COMMUNITY.

## **ARTICLE 13 INSURANCE AND CASUALTY LOSSES**

**13.1 Common Areas Insurance.** The Association shall obtain blanket all-risk coverage insurance for all insurable Improvements that are part of the Common Areas or, if blanket all-risk coverage is not reasonably available in the determination of the Board, then at a minimum insurance covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. The cost of such insurance shall be paid by the Association and shall be included in the Common Expenses.

**13.2 Liability Insurance.** The Association shall obtain public liability insurance covering loss to the Association from damage or injury caused by the negligence of the Association or any of its members, employees, or agents, and, if reasonably available (as determined by the Board), directors' and officers' liability insurance. The premiums for such insurance coverage shall be included in the Common Expenses. The Owners shall have no personal liability upon any claims made against the Association, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess the Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

**13.3 Policies.** Each policy may contain a reasonable deductible (as determined by the Board

**13.4 Other Association Insurance.** In addition to the other insurance required by this Article 13, the Association shall obtain worker's compensation insurance if, and to the extent, required by law and a fidelity bond on directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the Board. Bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall require at least 30 days prior written notice to the Association of any cancellation, substantial modification, or nonrenewal.

**13.5 Damage and Destruction.**

A. Immediately after damage or destruction by fire or other casualty to Improvements covered by insurance obtained by the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Improvements.

B. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless all members of the Board shall decide within 60 days after the casualty not to repair or reconstruct, and such decision is approved within 60 days thereafter by Declarant.

C. In the event it is determined in the manner described above that the damage or destruction is not to be repaired or reconstructed and no alternative Improvements are authorized, then and in that event the affected portion of the Community shall be restored substantially to its natural state and maintained by the Association, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration, in a manner consistent with the Community Standards.

**13.6 Disbursement of Proceeds.** Proceeds of Association insurance policies shall be disbursed as follows:

A. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after paying such costs of repair or reconstruction shall be retained by the Association and applied to the payment of the Common Expenses.

B. If it is determined, as provided in Article 13.5, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by the Association and applied to the payment of the Common Expenses.

**13.7 Owner's Insurance.** Each Owner shall carry casualty insurance on the insurable portions of his Lot Improvements meeting the same requirements as set forth in Article 13.1 for insurance on the Common Areas.

A. In the event of any damage to the Owner's Lot Improvements, the Owner shall remove all debris within 60 days, complete repair or reconstruction of the damaged Improvements within

one year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 11, and pay any costs of repair or reconstruction that are not covered by insurance proceeds.

B. Notwithstanding the provisions of Article 13.7.A, in the event of damage resulting in destruction of all or substantially all of the Owner's Lot Improvements, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall, within 60 days, clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter the Lot shall be maintained by the Owner, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration, in a manner consistent with the Community Standards.

#### **ARTICLE 14** **VARIANCES**

Declarant hereby reserves the right, with respect to any Lot, to vary those conditions, restrictions, limitations, and agreements herein set forth which refer to areas of improvement, setbacks, easements, construction of Improvements, landscaping, fences, walls, and signs, and any such variance shall be evidenced by written instrument executed by Declarant. Such variance shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots, and the same shall remain fully enforceable against all Lots other than the Lot where such variance is permitted.

#### **ARTICLE 15** **RIGHTS OF DECLARANT**

**15.1 Rights of Declarant in the Association.** Until the Final Development Date, the Board shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld in Declarant's sole discretion, take any of the following actions:

A. Prohibit or restrict in any manner the sales, marketing, and leasing activities and programs of Declarant or its assigns.

B. Decrease the level of maintenance services performed by the Association pursuant to this Declaration.

C. Impose any Special Assessment, Individual Assessment, or Fine against Declarant, or their respective properties.

D. Impair or interfere with the operation of the Architectural Committee or the exercise of its powers.

E. Alter or amend this Declaration, the Articles of Incorporation, or the Bylaws.

F. Modify, amend, or alter the Stormwater Management System.

G. Terminate or cancel any contracts of the Association entered into prior to the Turnover.

H. Terminate or waive any rights of the Association under this Declaration.

I. Convey, lease, or encumber any portion of, or interest in, the Common Areas.

J. Terminate or cancel any easements granted hereunder or by the Association.

K. Terminate or impair in any fashion any easements, powers, or rights of Declarant hereunder.



L. Restrict the right of Declarant to use, access, and enjoy any property within the Community.

M. Take any other action impairing, in Declarant's sole discretion, the quality of the Community or the health, safety, or welfare of the Owners.

**15.2 Rights to Common Areas.** Declarant shall have the right in its sole discretion to permit the use of any portion of the Common Areas by the general public or by such Persons as Declarant may designate.

**15.3 Development.** Declarant reserves all rights and easements necessary or desirable with respect to the Community to complete such development and construction and to effect the sale or lease of all the Lots. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Community and the Owners, no Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Declarant. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles of Incorporation, or the Bylaws shall be construed to:

A. Prevent Declarant from taking whatever steps they determine to be necessary or desirable to effect the completion of the development of the Community, including, without limitation, the alteration of construction plans and designs as Declarant deems advisable in the course of such development (all models, sketches, and artists' representations showing plans for future development of the Community being subject to modification by Declarant at any time and from time to time without notice); or

B. Prevent Declarant or any Person authorized by Declarant from erecting, constructing, and maintaining within the Community such structures as may be reasonably necessary for the development of the Community, the construction of Improvements therein, and the sale and leasing of the Lots.

Notwithstanding any provision hereof to the contrary, Declarant and any Person authorized by Declarant shall have the express right to construct, maintain, and carry on such offices, structures, facilities, and activities within the Community as, in the sole opinion of Declarant, may be reasonably necessary, convenient, or appropriate to the construction of Improvements or sale or leasing of Lots, including, but not limited to, administrative offices, field construction offices, construction storage facilities, parking facilities, signs, model homes, and sales offices. The right to construct, maintain, and carry on such facilities and activities shall specifically include the right to use any property owned by Declarant and any property owned by the Association as administrative offices, sales offices, and models.

**15.4 Association Control.** Declarant hereby reserves the right to appoint, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Articles of Incorporation and Bylaws. Declarant may terminate such right by relinquishing control of the election of directors to the Owners at any time.

**15.5 University Groves Estates Reserve Name.** No Person shall use the term "University Groves Estates Reserve", "University Groves Estates", or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term "University Groves Estates Reserve" or "University Groves Estates" in printed or promotional matter where such term is used solely to specify that the Owner's Lot is located within the Community, and the Association shall be entitled to use the term "University Groves Estates Reserve" or "University Groves Estates" in its name.

**15.6 Assignment.** Declarant may from time to time assign any or all of their rights, title, interest, easements, powers, duties, obligations, and privileges reserved hereunder to the Association or to any other Persons.

**15.7 Stormwater Management System.** Declarant shall have the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other areas and apparatus comprising the Stormwater Management System. No use of the water in any of the Stormwater Management System's lakes or ponds may be made by the Association or other Persons without Declarant's prior written consent, which consent may be withheld for any reason deemed sufficient by Declarant. Declarant may, in its sole and absolute discretion and without notice: (a) remove or withdraw all or any part of the water from any lake or any other portion of the Stormwater Management System for any purpose, including but not limited to maintenance, compliance with governmental regulations, or extraction of fill dirt; and (b) add Reclaimed Water to any lake or other portion of the Stormwater Management System for any purpose, including but not limited to purposes related to irrigation of any lands within the Community. No person shall have any claim against Declarant or the Association for Declarant's exercising of such rights or the manner in which such discretion is exercised. Nothing set forth in this Article 15.7 shall be construed to abrogate the Association's responsibility under Article 6 to operate and maintain the Stormwater Management System in compliance with all applicable regulations of Manatee County, SWFWMD, and other governmental authorities, nor shall the exercise of Declarant's rights under this Article 15.7 materially impede the Association's fulfillment of such responsibility.

**15.8 Exercise of Rights.** The rights of Declarant enumerated in this Article 15 or elsewhere in this Declaration are for the benefit of Declarant and may be exercised, waived, released, or assigned, in whole or in part, in Declarant's sole discretion. No Person shall have any cause of action against Declarant on account of their exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

#### **ARTICLE 16** **RIGHTS OF INSTITUTIONAL MORTGAGEES**

The termination of the provisions of this Declaration by vote or approval of the Owners pursuant to Article 22.2, and any amendments to the provisions of this Declaration pursuant to Article 23 materially and adversely affecting the rights or interests of Institutional Mortgagees, shall require the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees. Such consent shall not be unreasonably withheld.

#### **ARTICLE 17** **EASEMENTS**

**17.1 Platted Utility and Drainage Easements.** Easements for the installation and maintenance of utilities and drainage facilities are shown on the Plat. No dwelling, structure, planting, or other materials shall be placed or permitted to remain within these easement areas which may impair the intended use thereof, including without limitation changing the direction or flow of the drainage channels in the easement areas or obstructing or retarding the flow of water through the drainage channels in the easement areas. The easement areas on each Lot and all Improvements thereon shall be maintained continuously by the Lot's Owner, except with respect to Improvements for which a public authority, utility company or the Association is responsible.

**17.2 Grants and Reservations.** The respective rights and obligations of the Owners, the Association, Declarant and others concerning easements affecting the Community shall include the following:

A. **Reserved by Declarant.** Declarant hereby reserves for the benefit of itself, its successors and assigns, perpetual easements in gross for the installation, construction, repair, maintenance, and replacement: (1) of roadways, walkways, walls, signs, lighting, landscaping, wells, irrigation lines, and related equipment and facilities over, under, and across the Common Areas and all utility and drainage easement areas shown or described on the Plat; and (2) of lines, pipes, wells, drains,

cables, equipment, apparatus, structures, and other Improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, and across the Common Areas and all utility and drainage easement areas shown or described on the Plat. Declarant may assign and convey any of the foregoing easements to such Persons as Declarant may deem appropriate for the use of such Persons as may be designated by Declarant and upon such terms as may be established by Declarant.

B. Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility services to the Community as of the time of recording of this Declaration, or hereafter authorized by Declarant or the Association to furnish such services, a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other Improvements by which such utility services are respectively provided over, under, across, and through such portion of the Community as may be reasonably necessary therefor.

C. Granted to and by the Association. There is hereby granted to the Association a perpetual nonexclusive access easement across each Lot (exclusive of the interior of Lot Improvements) for the purpose of maintaining the Common Areas and other Improvements that the Association is obligated to maintain. The Association shall have the right to grant easements under, over, across, and through the Community to such Persons and for such purposes as the Board may deem appropriate. Such easements shall be evidenced by instruments duly executed by the president or vice president of the Association and recorded in the Public Records.

D. Granted to Manatee County. There is hereby granted to Manatee County a perpetual exclusive easement for the construction, installation, maintenance, repair, and replacement of a sewer lift station and related facilities over, under, across, and through Tract 101.

**17.3 Disturbances.** The use of any easement granted under the provisions of Article 17.2 shall not include the right to disturb any building or structure within the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a Person's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other Improvements which are disturbed shall be restored promptly by such Person as nearly as possible to their prior condition.

## **ARTICLE 18**

### **COMMUNITY SYSTEM SERVICES**

**18.1 Irrigation Water.** To assure to the Association and the Owners access to water for irrigating the lawns and landscaping within the Community, Declarant will install a water irrigation system for the Community. Declarant will install the main of the Community irrigation water supply lines for the provision of irrigation water to the Community. On or before the Final Development Date, Ownership of the main irrigation water supply lines will be transferred to the Association, and the Association will thereafter maintain the main irrigation water supply lines. The Association shall have the right to establish usage rules, including without limitation the establishment of limited time frames for water usage, and the Association and the Owners shall comply with such rules. Each Owner (or Builder) when purchasing a Lot shall be charged a one-time fee of \$750.00 for each Assessment Share, to be collected and paid to Declarant upon the Lot closing, to tap into the central irrigation water supply system. Declarant reserves the right, at its election, to forego collection of the irrigation connection fee upon the conveyance of any Lot, and demand payment upon a subsequent conveyance of the Lot or completed dwelling. All Owners are advised to confirm that payment of the fee has been made to Declarant before purchasing any Lot. This fee, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such fee is due, and shall also be the personal obligation of the Owner.

**18.2 Cable Television.** Declarant or the Association may enter into a cable television agreement with a third party provider (the "Cable Agreement"). The Cable Agreement will provide for the installation within the boundaries of the Community a network of wiring, conduits, equipment, and facilities

(the "Cable System") for the provision of multi-channel video and sound services to the Community. The Cable System will be the personal property of the third party provider, and no part thereof shall be considered a fixture to the Community property. In the event Declarant enters into the Cable Agreement, the Association and the Owners shall be bound by the terms of the Cable Agreement, including the payment of any charges due to the third party provider under the Cable Agreement.

**18.3 Natural Gas.** Declarant or the Association may enter into a natural gas agreement with a third party provider (the "Natural Gas Agreement"). The Natural Gas Agreement will provide for the installation within the boundaries of the Community the installation of improvements to provide natural gas services to the Community ("Natural Gas System"). The Natural Gas System will be the personal property of the third party provider, and no part thereof shall be considered a fixture to the Community property. In the event Declarant enters into the Natural Gas Agreement, the Association and the Owners shall be bound by the terms of the Natural Gas Agreement, including the payment of any charges due to the third party provider under the Natural Gas Agreement.

## **ARTICLE 19**

### **SHARED FACILITIES**

**19.1 Shared Facilities.** Portions of the Common Areas contain Shared Facilities, which are subject to Shared Rights. Shared Facilities may include, but are not necessarily limited to, some of the recreation property, entrances, landscaped areas, lakes, wetland buffers, landscape entries, and certain utility installations, both those within the Community and those located within common area easements outside the Community. The Association, unless expressly provided otherwise in an applicable Covenant to Share Costs, has the responsibility to inspect, maintain, repair, replace and operate such Shared Facilities located within the Common Areas in the same manner as the other Common Areas generally, but with respect thereto, the Association shall be entitled to recover a share of the Shared Expense thereof from each Contributing Party having Shared Rights in such Shared Facility pursuant to the Covenant to Share Costs pertaining to such Shared Facilities. For any Shared Facilities required to be maintained by another Contributing Party or by a separate association or entity under an applicable Covenant to Share Costs, the Association shall contribute the Subdivision's share of the Shared Expense with respect thereto to the Contributing Party or separate association or entity having such maintenance responsibility, and such contributed share shall be a Common Expense. The amount of such share shall be determined in accordance with the applicable Covenant to Share Costs.

**19.2 Shared Rights in Common Areas.** Prior to the Final Development Date, Declarant reserves the right, without the approval of any Owner, to grant Shared Rights in any of the Common Areas to the owners and residents of such other subdivisions, condominiums, or other lands located within University Groves overall development, on terms and conditions determined by Declarant.

**19.3 Common Lakes.** With respect to certain lakes located within and in the vicinity of the Community, a Declaration of Easements and Maintenance Covenants for University Groves Common Lake Maintenance Association, Inc. (the "Common Lake Declaration") has been recorded. The Common Lake Declaration shall be a Covenant to Share Costs, as defined herein, and pursuant to the Common Lake Declaration, the Association shall be a member of the University Groves Common Lake Maintenance Association, Inc. Pursuant to the Common Lake Declaration, the Association shall be responsible to pay Shared Expenses to University Groves Common Lake Maintenance Association, Inc., and the Association and each Owner shall be subject to the terms and conditions of the Common Lake Declaration, including the enforcement and lien rights set forth therein. The Association will be a voting member entitled to appoint one member to the Board of Directors of the University Groves Common Lake Maintenance Association, Inc. The Articles and Bylaws of the University Groves Common Lake Maintenance Association, Inc. are recorded as exhibits to the Common Lake Declaration.

**19.4 Wetlands Area.** With respect to certain wetlands areas, which may be located within or in the vicinity of the Community, a Declaration of Easements and Maintenance Covenants for University Groves Wetlands Maintenance Association, Inc. (the "Wetlands Declaration") has been recorded. The

Wetlands Declaration shall be a Covenant to Share Costs, as defined herein, and pursuant to the Wetlands Declaration, the Association shall be a member of the University Groves Wetlands Maintenance Association, Inc. Pursuant to the Wetlands Declaration, the Association shall be responsible to pay Shared Expenses to University Groves Wetlands Maintenance Association, Inc., and the Association and each Owner shall be subject to the terms and conditions of the Wetlands Declaration, including the enforcement and lien rights set forth therein. The Association will be a voting member entitled to appoint one member to the Board of Directors of the University Groves Wetlands Maintenance Association, Inc. The Articles and Bylaws of the University Groves Wetlands Maintenance Association, Inc. are recorded as exhibits to the Wetlands Declaration.

## **ARTICLE 20**

### **MANAGEMENT AGREEMENT**

The Association, acting through the Board, is authorized to enter into an agreement with any Person, including Declarant or a company affiliated with Declarant, to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such terms and conditions as the Board may deem to be in the best interests of the Community and the Owners. The Board shall, however, retain at all times the power to adopt budgets, levy Assessments, promulgate Rules and Regulations, and otherwise determine matters of a nonministerial character.

## **ARTICLE 21**

### **REMEDIES**

**21.1 Compliance by Owners.** Each Owner shall comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the restrictions and covenants set forth in this Declaration. Each Owner shall further comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the Architectural Criteria, the Community Standards, and the Rules and Regulations.

**21.2 Enforcement.** Upon failure of an Owner to comply with the provisions of Article 21.1, the Association and Declarant shall each be entitled to exercise all rights and remedies provided by the terms of this Declaration and, in addition, to commence an action against the Owner for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action in which the Association or Declarant is the prevailing party, the Association or Declarant, as applicable, shall be entitled to recover its costs and Attorney's Fees.

**21.3 Fines.** Upon failure of an Owner to comply with the provisions of Article 21.1, the Association may, in the sole discretion of the Board and in addition to all other remedies to which the Association may be entitled pursuant to Article 21.2, assess an amount (a "Fine") against the Owner pursuant to the following provisions:

A. **Notice.** The Association shall afford an opportunity for hearing to the Owner, after notice of not less than: (1) three days in the event of an emergency or if the Owner's actions constitute: (a) a threat to the health or safety of other Owners; (b) a threat to the water quality of the Stormwater Management System or a violation of any provisions of this Declaration applicable to the Stormwater Management System; or (c) a violation of any governmental laws and regulations applicable to the Stormwater Management System or the Community; or (2) 14 days, in all other cases. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters allegedly constituting a violation of Article 21.1.

B. **Hearing.** The hearing shall be conducted by the Board or by such other panel as may be required by law. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the Board or hearing panel; to present evidence; and to provide written and oral argument on all issues involved.

C. Amount. The Association may impose a Fine not in excess of \$100 per day (or such greater amount as may be permitted by controlling law) from the date of the Owner's violation of the provisions of Article 21.1 until such violation ceases.

D. Individual Assessments. Any Fine levied by the Association against an Owner shall be included in the Individual Expenses applicable to such Owner's Lot and shall be assessed as an Individual Assessment in accordance with the provisions of Article 8.4.

E. Application of Fines. All proceeds received by the Association from Fines shall be applied to the payment of the Common Expenses.

F. Nonexclusive Remedy. Fines shall not be construed as an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be legally entitled; however, any Fine paid by an Owner shall be deducted or offset against any damages that the Association may otherwise be entitled to recover from such Owner.

G. Governing Law. The right of the Association to impose Fines and secure the imposition of Fines by liens, the procedures applicable to the imposition of Fines, and the amount of Fines shall be subject to the provisions of controlling law.

**21.4 Association Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the affirmative vote of the Class A members holding at least 75 percent of the total Class A voting membership rights. Such approval shall not be required, however, with respect to any of the following:

A. Actions brought by the Association against Persons other than Declarant to enforce the provisions of this Declaration, the Articles of Incorporation, or the Bylaws.

B. Actions brought by the Association against Persons other than Declarant for the collection of Assessments.

C. Actions or proceedings involving challenges to ad valorem taxation.

D. Counterclaims brought by the Association in proceedings instituted against it.

This Article 21.4 shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to commence or prosecute proceedings as provided above.

**21.5 Mediation.** No Owner or other Person bound by this Declaration shall commence or prosecute any judicial or administrative proceeding against the Association or Declarant involving any matter related to this Declaration, the Articles of Incorporation, the Bylaws, the Community, any property or Improvements within the Community, or rights or interest therein, without first submitting the issue to which such proceeding relates to non-binding mediation in accordance with the following provisions:

A. If the issue involves a matter described in Section 720.311(2)(a), Florida Statutes, the mediation shall be conducted pursuant to the provisions of that Section.

B. If the issue does not involve a matter described in Section 720.311(2)(a), Florida Statutes, and if agreed to by the Association and Declarant, respectively, the mediation shall be conducted through the Citizens Dispute Settlement Center for the Twelfth Judicial Circuit for the State of Florida pursuant to Section 44.201, Florida Statutes.

C. In all other cases, the mediation shall be conducted in accordance with Rule 1.700 et. seq. of the Florida Rules of Civil Procedure; provided, however, that mediation in accordance with such rules may be initiated through a mediator agreed upon by the parties without order of court. If

the parties cannot agree upon a mediator, then either party may move the court to name a mediator and initiate mediation pursuant to such rules.

D. The requirement for mediation of a claim against the Association or Declarant may be waived by the Association or Declarant, respectively.

## **ARTICLE 22** **DURATION**

**22.1 Covenants to Run with the Title to the Land.** The provisions of this Declaration, as amended from time to time as herein provided, shall be deemed to run with the title to all the property in the Community and shall remain in full force and effect until terminated in accordance with the provisions of Article 22.2 or otherwise according to the laws of the State of Florida.

**22.2 Term.** The provisions of this Declaration shall be binding upon all Owners and shall continue in full force and effect for a term of 50 years from the date this Declaration is recorded in the Public Records, after which time the provisions of this Declaration shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (a) Owners holding at least two-thirds of the total votes of the Association membership approve the termination of the provisions of this Declaration, and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records.

## **ARTICLE 23** **AMENDMENTS**

This Declaration may be amended at any time and from time to time upon: (a) the approval of the Class A members holding at least two-thirds of the Class A membership voting rights; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association certifying that such approval has been obtained; provided, however, that no amendment shall be effective prior to the Final Development Date without Declarant's express written joinder and consent. This Declaration may also be amended by Declarant alone at any time prior to the Turnover by the recording in the Public Records of an instrument for that purpose executed by Declarant. Notwithstanding the foregoing: (a) no amendment to Article 16 shall be effective without the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees; (b) no amendment materially and adversely affecting the rights or interests of Declarant as set forth herein shall be effective without the written consent of Declarant; (c) no amendment materially and adversely affecting the rights or interests of Manatee County as set forth herein, including without limitation the right of entry on the Common Areas, shall be effective without the written consent of Manatee County; and (d) no amendment affecting the Stormwater Management System, including the water management portions of the Common Areas, shall be effective without the written consent of SWFWMD and Manatee County. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

## **ARTICLE 24** **MISCELLANEOUS**

**24.1 Governing Law.** The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Manatee County, Florida.

**24.2 Notices.** Any notice authorized or required to be given to any Owner under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when personally delivered or when mailed, postage prepaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of such mailing. Any notice authorized or required to be given to the Association under the provisions of this Declaration shall be in

writing and shall be deemed to have been properly given when personally delivered or when mailed by certified mail (postage prepaid), return receipt requested, to the address of the Association's principal office at the time of such mailing.

**24.3 Waiver.** Failure of Declarant or the Association to insist upon strict performance of any provision of this Declaration with respect to any Owner or property in the Community shall not be deemed to be a waiver of such provision as to such Owner or property unless Declarant or the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by Declarant or the Association with respect to any Owner or property in the Community shall not constitute a waiver of such provision as to any other Owner or property.

**24.4 Individual Liability.** The obligations of Declarant arising out of this Declaration or under any other instrument are corporate obligations and do not extend to the members, managers, employees, officers, directors, or shareholders of Declarant. Such members, managers, employees, officers, directors, and shareholders shall have no individual liability in any action brought, or for any claim asserted, by the Association or by any Owner in connection with the construction, development, sale, maintenance, management, or operation of any Lot or other property or Improvements within the Community.

**24.5 Invalidation.** The invalidation of any provision of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

**24.6 Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. Titles of Articles, paragraphs, and subparagraphs of this Declaration are for convenience only and neither limit nor amplify the provisions of this Declaration.



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name as of the date first above written.

WITNESSES:

[Signature]  
 Signature of Witness  
Raymond W. Berk III  
 Print Name of Witness  
[Signature]  
 Signature of Witness  
Sam Mollek  
 Print Name of Witness

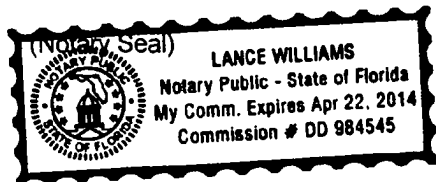
UGLP LOTS, LLC

By: Vanguard Realtors, LLC a Florida limited liability company, as its Manager

[Signature]  
 By: John R. Peshkin

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March 2012 by John R. Peshkin, as Manager of Vanguard Realtors, LLC, a limited liability company, as Manager of UGLP LOTS, LLC, a Florida limited liability company, on behalf of the companies. The above-named person is personally known to me or has produced Driver License as identification. If no type of identification is indicated, the above-named person is personally known to me.



[Signature]  
 Signature of Notary Public  
Lance Williams.  
 Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 4/22/2014.

## EXHIBIT "A"

EXHIBIT A  
Property Legal Description

A tract of land lying in Section 32, Township 35 South, Range 18 East, Manatee County, Florida and more particularly described as follows:

COMMENCE at a 6" round concrete monument with aluminum cap "Sarasota County Section Corner", CCR 06316, being the southeast corner of said Section 32; thence N.00°48'14" E., along the east line of the southeast 1/4 of Section 32, a distance of 2,620.37 feet; thence N.89°11'46"W., a distance of 1,116.27 feet to the POINT OF BEGINNING; thence S. 00°31'13"W., a distance of 1,024.69 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.00°22'58"W., a radial distance of 592.00 feet; thence westerly along the arc of said curve, through a central angle of 29°10'10", an arc length of 301.39 feet to the point of compound curvature of a curve to the left having a radius of 442.00 feet and a central angle of 21°43'27"; thence southwesterly along the arc of said curve, an arc length of 167.59 feet to the point of reverse curvature of a curve to the right having a radius of 508.00 feet and a central angle of 16°34'16"; thence southwesterly along the arc of said curve, a distance of 146.92 feet to the end of said curve; thence N.23°28'21"W., along a line not tangent with the previously described curve, a distance of 67.12 feet; thence N.30°05'18"E., a distance of 35.31 feet; thence N.22°29'05"W., a distance of 52.59 feet; thence N. 11°34'26" E., a distance of 68.92 feet; thence N.16°39'02"W., a distance of 32.02 feet; thence N.25°08'21"E., a distance of 34.99 feet; thence N.22°34'54" W., a distance of 40.06 feet; thence N.28°00'21" E. a distance of 29.93 feet; thence N.23°31'08"E. a distance of 88.15 feet; thence N.27°40'26"W., a distance of 34.05 feet; thence N.02°36'39"E., a distance of 75.68 feet; thence N.42°03'51"E. a distance of 45.60 feet; thence N.05°47'05"W., a distance of 56.64 feet; thence N.01°55'06"E. a distance of 37.47 feet; thence N.00°52'37" E., a distance of 28.14 feet; thence N.18°21'27"E., a distance of 71.03 feet; thence N.06°33'49" W., a distance of 42.73 feet; thence N.29°47'47" W., a distance of 33.49 feet; thence N.15°38'07"W., a distance of 57.69 feet; thence N.19°38'06" E., a distance of 58.67 feet; thence N.00°56'41"W., a distance of 84.83 feet; thence N.15°35'43"E., a distance of 51.08 feet; thence N.04°31'51" W. a distance of 38.71 feet; thence N.37°02'49"W., a distance of 47.85 feet; thence N.06°58'20"W., a distance of 55.58 feet; thence N.21°02'02" W., a distance of 49.04 feet; thence N.43°16'10"W., a distance of 163.03 feet to a point on the south line of the northeast 1/4 of said Section 32 also being a point on the south line of Oak Grove Park as recorded in Plat Book 19, Pages 114 and 115 of the Public Records of Manatee County, Florida; thence S.89°38'22"E., along said south line of the northeast 1/4 of said Section 32 and along said south line of Oak Grove Park, a distance of 68.99 feet; thence N.00°56'19"E., along the east line of said Oak Grove Park, a distance of 56.70 feet; thence S.89°03'41"E., a distance of 113.97 feet; thence N.47°10'26"E., a distance of 86.90 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N.47°10'26"E., a radial distance of 125.00 feet; thence southeasterly along the arc of said curve, through a central angle of 05°55'02", an arc length of 12.91 feet to the point of reverse curvature of a curve to the right having a radius of 155.00 feet and a central angle of 48°25'32"; thence southeasterly along the arc of said curve, a distance of 131.00 feet to the end of said curve; thence S.00°21'38"W., along a line not tangent with the previously described curve, a distance of 40.75 feet; thence S.89°38'22"E., a distance of 337.90 feet to the POINT OF BEGINNING.

Less and Except the right of way for 80th Drive East, as shown on the plat of Residences at University Groves, as recorded in Plat Book 49, Pages 34 through 38, inclusive, of the Public Records of Manatee County, Florida.

Now platted as Townhouse Residences At University Groves, as per plat thereof recorded in Plat Book 52, Pages 185 through 189, of the Public Records of Manatee County, Florida. Less public rights of way as dedicated by said plat. All lying and being in Section 32, Township 35 South, Range 18 East, Manatee County, Florida

## EXHIBIT "B"

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**UNIVERSITY GROVES ESTATES RESERVE ASSOCIATION, INC.**  
**(F/K/A TOWNHOUSE RESIDENCES AT UNIVERSITY GROVES ASSOCIATION, INC.)**

(A Corporation Not For Profit)

The Articles of Incorporation of University Groves Estates Reserve Association, Inc., a Florida corporation not for profit, formerly known as Townhouse Residences at University Groves Association, Inc., a Florida corporation not for profit (the "Association"), were amended and restated by the directors of the corporation on March 6, 2012, striking the Articles of Incorporation currently on file with the Florida Department of State in their entirety and substituting in their place the following:

**ARTICLE 1**  
**NAME AND ADDRESS OF CORPORATION**

The name of this corporation shall be:

UNIVERSITY GROVES ESTATES RESERVE ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association." The current principal office address of the Association is 7350 Point of Rocks Road, Sarasota, Florida 34242.

**ARTICLE 2**  
**PURPOSES**

**2.1 General Purposes.** The Association is organized for the general purpose of promoting the health, safety, and social welfare of the Owners of Lots within the community known as "University Groves Estates Reserve," being developed in Manatee County, Florida, by UGLP Lots, LLC, a Florida limited liability company ("Declarant"). The Community is more particularly described in that certain document entitled "Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions of University Groves Estates Reserve" (the "Declaration"), which is to be recorded in the Public Records.

**2.2 Specific Purposes.** The purposes of the Association shall include the following:

- A. To operate, maintain, manage, improve, and administer the use of the Common Areas, and other portions of the Community, to the extent set forth in the Declaration.
- B. To perform all duties and obligations assigned to the Association by the terms of the Declaration.
- C. To take such action as may be deemed appropriate by the Board of Directors to promote the health, safety, and social welfare of the Owners.
- D. To operate without profit for the sole and exclusive benefit of its members.

**2.3 Construction.** All capitalized words and terms used herein which are defined in the Declaration shall be used herein with the same meaning as defined in the Declaration. In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall control.

**ARTICLE 3**  
**POWERS**

**3.1 General Powers.** The Association shall have all powers that are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

**3.2 Specific Powers.** The Association's powers shall include the following:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient (including the borrowing of money and the sale of property owned by the Association) for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish budgets and to fix Assessments to be levied against Lots pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including reasonable contingency funds for ensuing years and reasonable annual reserves for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Lot for delinquent and unpaid Assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such Assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association, all in accordance with the provisions of the Declaration.

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

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

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

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

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

I. To borrow money for the acquisition of property or for any other lawful purpose of the Association, and to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for borrowed monies, and to secure the payment of any such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

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

K. To exercise all powers conferred upon the Association by the Declaration, subject to all limitations and obligations imposed upon the Association by the terms thereof.

**ARTICLE 4**  
**MEMBERS**

**4.1 Classes of Members.** The Association shall have two classes of members, comprised as follows:

A. **Class A Members.** Class A members shall be all Owners of Lots in the Community. Such Owners shall automatically become Class A members upon acquiring the fee simple title to their respective Lots.

B. **Class B Member.** The Class B member shall be Declarant, any successor to or legal representative of Declarant, or any Person to whom all rights of Declarant under the Declaration or these Articles of Incorporation are hereafter assigned pursuant to written instrument recorded in the Public Records.

**4.2 Termination of Membership.** The Class B membership shall automatically terminate on the Final Development Date, after which time the Association membership shall be comprised solely of Class A members. The membership of any Class A member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's Lot, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more Lots as long as such member continues to own at least one Lot.

**4.3 Membership Appurtenant to Lot Ownership.** The interest of any Class A member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot which is the basis of his membership in the Association.

**4.4 List of Members.** The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes a member of the Association, it shall be such party's duty and obligation to so inform the Secretary in writing, giving his name, mailing address, and legal description of his Lot; provided, however, that any notice given to or vote accepted from the prior Owner of such member's Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

**ARTICLE 5**  
**VOTING**

The voting rights of the members of the Association shall be as set forth in the Declaration.

**ARTICLE 6**  
**BOARD OF DIRECTORS**

**6.1 Number.** The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three Directors.

**6.2 Appointment and Election.** All Directors shall be appointed by the Class B member until the annual meeting of members in the year 2013. Commencing with such annual meeting and continuing thereafter until the Turnover Meeting, the Class B member shall have the right to appoint a majority of the Directors, and the remaining Directors shall be elected by the Class A members in accordance with the provisions of Article 6.3. Commencing with the Turnover Meeting and continuing thereafter until the Termination Meeting, a majority of the Directors shall be elected by the Class A

members in accordance with the provisions of Article 6.3, and the Class B member shall have the right to appoint the remaining Directors. Commencing with the Termination Meeting, all Directors shall be elected by the Class A members in accordance with the provisions of Article 6.3.

A. Turnover Meeting. As used herein, the "Turnover Meeting" shall mean the first annual or special meeting of members following the earlier of the following two dates: (1) the date which is three months after 90 percent of the Lots that will ultimately be included in the Community have been conveyed to Class A members; or (2) the date on which the Class B member, by written notice to the Association, relinquishes its right to appoint a majority of the Directors.

B. Termination Meeting. As used herein, the "Termination Meeting" shall mean the first annual or special meeting of members following the earlier of the following two dates: (1) the date on which the Class B member no longer holds for sale in the ordinary course of business at least five percent of the Lots that will ultimately be included in the Community; or (2) the date on which the Class B member, by written notice to the Association, relinquishes its right to appoint any Directors.

**6.3 Election.** All Directors who are not subject to appointment by the Class B member shall be elected by the Class A members. Elections of Directors shall be by plurality vote.

**6.4 Qualification and Term.** Directors need not be members of the Association. Directors appointed by the Class B member shall not serve fixed terms, but shall serve at the pleasure of the Class B member. Except as may be otherwise required by the terms of Article 6.2, Directors elected pursuant to Article 6.3 shall be elected at the annual meeting of members, and their term shall expire at the next succeeding annual meeting of members. Commencing with the Turnover Meeting, except for persons appointed as Directors by the Class B member, no person shall serve as a Director for successive terms or more than two terms during any five-year period.

**6.5 Removal.** Any Director elected pursuant to Article 6.3 may be removed from office with or without cause only by majority vote of the Class A members. Any Director appointed by the Class B member may be removed and replaced with or without cause by the Class B member, in the Class B member's sole discretion.

**6.6 Current Board.** The names and addresses of the persons constituting the current Board of Directors are as follows:

Samantha J. Peshkin	-	7350 Point of Rocks Road Sarasota, Florida 34242
John R. Peshkin	-	7350 Point of Rocks Road Sarasota, Florida 34242
Brian F. Watson	-	7350 Point of Rocks Road Sarasota, Florida 34242

## **ARTICLE 7 OFFICERS**

**7.1 Number, Qualification, and Term.** The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, and a Secretary and such other officers as the Board of Directors shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected at the annual meeting of the Board of Directors, and their term shall expire at the next succeeding annual meeting of the Board of Directors.

Commencing with the Turnover Meeting, no person shall serve as an officer for successive terms or for more than two terms during any five-year period.

**7.2 Current Officers.** The names of the officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors are as follows:

President	-	Samantha J. Peshkin
Vice President	-	John R. Peshkin
Secretary	-	Brian F. Watson

**ARTICLE 8**  
**CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE 9**  
**BYLAWS**

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered, amended, or rescinded by a majority vote of the Directors in the manner provided by such Bylaws. No amendment to the Bylaws prior to the Final Development Date, however, shall be effective without the written consent of the Class B member.

**ARTICLE 10**  
**AMENDMENTS TO ARTICLES OF INCORPORATION**

These Articles of Incorporation may be altered, amended, or repealed by the affirmative vote of a majority of the Board of Directors. No amendment to these Articles of Incorporation prior to the Final Development Date, however, shall be effective without the written consent of the Class B member.

**ARTICLE 11**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The current registered office of the Association is, 1162 Indian Hills Boulevard, Venice, Florida 34293, and the registered agent at such address is Keys-Caldwell, Inc. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE 12**  
**BUDGET AND EXPENDITURES**

The Association shall obtain funds with which to operate by Assessments levied against its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of these Articles of Incorporation and the Association's Bylaws. Pursuant to the Declaration, the Board of Directors shall annually adopt budgets for the operation of the Association for the ensuing fiscal year and for the purpose of levying Assessments against all Lots, which budget shall be conclusive and binding upon all members; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

**ARTICLE 13**  
**INCORPORATOR**

The name and street address of the incorporator of the Association is as follows:

-----  
No change.

**ARTICLE 14**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

**ARTICLE 15**  
**DISSOLUTION OF THE ASSOCIATION**

**15.1 Dissolution.** Upon expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being approved by the holders of two-thirds of the members of the Board of Directors and upon compliance with any applicable laws then in effect.

**15.2 Distribution of Assets.** Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

A. The Common Areas shall be conveyed to an appropriate agency of local government, provided such agency is willing to accept the conveyance. If no such agency is willing to accept the conveyance, then the common areas shall be dedicated to such other entity as may be approved by Manatee County.

B. Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Lots pro rata to the number of Assessment Shares allocated to such Lots, and the share of each Lot shall be distributed to the then Owner thereof.

**ARTICLE 16**  
**BINDING EFFECT**

The provisions hereof shall bind and inure to the benefit of the members and their respective successors and assigns.




**CERTIFICATE**

University Groves Estates Reserve Association, Inc., a Florida corporation not for profit, formerly known as Townhouse Residences at University Groves Association, Inc., a Florida corporation not for profit, does hereby certify that the foregoing amendment was approved on March 6, 2012, by resolution of the Board of Directors of the Association, and that approval of such amendment by the members of the Association is not required.

**IN WITNESS WHEREOF**, the Association has caused these Articles of Amendment to be executed this 6 day of March 2012.

**UNIVERSITY GROVES ESTATES RESERVE  
ASSOCIATION, INC.**

  
By: Samantha J. Peshkin  
As its President

## EXHIBIT "C"

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**UNIVERSITY GROVES ESTATES RESERVE ASSOCIATION, INC.**  
**(F/K/A TOWNHOUSE RESIDENCES AT UNIVERSITY GROVES ASSOCIATION, INC.)**

**ARTICLE 1**  
**IDENTITY AND DEFINITIONS**

University Groves Estates Reserve Association, Inc., a Florida corporation not for profit, formerly known as Townhouse Residences at University Groves Association, Inc., a Florida corporation not for profit (the "Association"), has been organized for the purpose of promoting the health, safety, and welfare of the Owners of Lots within the development known as "University Groves Estates Reserve" (the "Community") and performing all duties assigned to it under the provisions of the "Amended and Restated Declaration of Covenants, Conditions, Easements, and Restrictions of University Groves Estates Reserve" recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Manatee County, Florida, as amended (the "Declaration"). The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions, and authorizations contained in the Declaration. All words and terms used herein that are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

**ARTICLE 2**  
**LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be located at 7350 Point of Rocks Road, Sarasota, Florida 34242, or at such other place as may be established by resolution of the Board of Directors of the Association.

**ARTICLE 3**  
**MEMBERSHIP, VOTING, QUORUM, AND PROXIES**

**3.1 Classification.** The qualification and classification of members, the manner of their admission to membership and termination of such membership, and the method of voting by the members shall be governed by Article 4 and Article 5 of the Association's Articles of Incorporation, as supplemented by the provisions of these Bylaws.

**3.2 Quorum.** A quorum at any meeting of the Association's members shall consist of Class A members entitled to cast votes representing at least one-third of the total votes of the Association's Class A members as determined in the manner set forth in Article 3.3.A of the Declaration.

**3.3 Proxies.** Votes may be cast by members in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

**3.4 Record Date.** The number of votes to which any Class A Member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than 60 days or less than 10 days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date of the notice of such meeting. The determination of the number of votes to which any Class A Member is entitled as of the record date shall be final, and no conveyance or acquisition of any Lot arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.

**3.5 Required Vote.** Except as otherwise provided by law or by the provisions of the Articles of Incorporation, these Bylaws, or the Declaration, the affirmative vote of Class A members representing a majority of the Class A membership voting rights (as determined pursuant to Article 3.3.A of the Declaration)

represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

**ARTICLE 4**  
**ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

**4.1 Annual Meeting.** An annual meeting of the membership of the Association shall be held each year during November or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

**4.2 Special Meetings.** Special meetings of the members of the Association shall be held whenever called by the President or by a majority of the Board of Directors.

**4.3 Notices.** Written notice of all members' meetings, annual or special, shall be given to all members. Such notice shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall state the time and place of the meeting and the purpose for which the meeting is called and shall be given not less than 14 days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed with the Association's minutes of meetings. Any member may, by written waiver signed by such member, waive such notice, and such waiver, when filed with the Association's minutes of meetings (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such member.

**4.4 Lack of Quorum.** If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required by the terms of the Articles of Incorporation, these Bylaws, or the Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**4.5 Presiding Officer.** At meetings of the membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

**ARTICLE 5**  
**BOARD OF DIRECTORS**

**5.1 Number.** The affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors may be changed by resolution of the Board of Directors.

**5.2 Quorum.** A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board of Directors, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

**5.3 Vacancies.** Any vacancy occurring on the Board of Directors due to a Director's death, resignation, or removal shall be filled by the Board of Directors, except that the Class B member shall fill any vacancy created by the death, resignation, or removal of any Director appointed by the Class B member. A Director appointed to fill a vacancy, whether by the Board of Directors or the Class B member, shall serve for the unexpired term of his predecessor in office.

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

**6.1 Powers.** The Board of Directors shall have power:

- A. To call meetings of the members.
- B. To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.
- C. To establish, levy and assess, and collect the Assessments necessary to operate the Association, carry on its activities, and pay the Association Expenses and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- D. To adopt and publish rules and regulations governing and restricting the use and maintenance of the Community (or any part thereof or improvements thereon) and the personal conduct of the members and their guests within the Community.
- E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- F. To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.
- G. To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.
- H. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to the members in the Declaration or in the Articles of Incorporation of the Association.

**6.2 Duties.** It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all its acts and corporate affairs.
- B. To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.
- C. With reference to Assessments of the Association:
  - (1) To fix the amount of the Assessments against the members for each fiscal year in accordance with the provisions of the Declaration;
  - (2) To prepare a roster of the members and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member; and
  - (3) To send written notice of each Assessment to each member entitled thereto.
- D. To make payment of all ad valorem taxes assessed against Association property, real or personal.
- E. To pay all expenses incurred by the Association pursuant to the Declaration for repairs, maintenance, services, insurance, and other operating expenses.

F. To ensure that all obligations of the Association under the Declaration are performed.

G. To enforce by appropriate legal means the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

## **ARTICLE 7** **MEETINGS OF DIRECTORS**

**7.1 Annual Meeting.** An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

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

**7.3 Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by a majority of the Directors.

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

**7.5 Consents.** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board of Directors action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the Association's minutes of meetings.

## **ARTICLE 8** **OFFICERS**

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

**8.2 Election.** All the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors.

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

**8.4 Removal.** All officers shall hold office at the pleasure of the Board of Directors. If an officer is removed by the Board of Directors, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

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

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

**8.7 Secretary.** The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall maintain a record of the names of all of the members of the Association, together with their addresses as registered by such members. The Secretary shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budgets adopted by the Board of Directors. The Secretary or his appointed agent shall keep proper books of account and shall prepare the annual budgets, statements of receipts and disbursements, and balance sheets.

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

#### **ARTICLE 9 FISCAL MANAGEMENT**

**9.1 General.** The Board of Directors shall conduct the fiscal management of the Association in accordance with the provisions of the Declaration and Articles of Incorporation.

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

**9.3 Budgets.** The Board of Directors shall adopt the budgets prescribed by the Declaration for each fiscal year, which budgets, respectively, shall contain estimates of the cost of performing the functions of the Association. The adoption of any budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in its sole discretion, to levy any Special Assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

**9.4 Loans.** No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. The Board of Directors may authorize the pledge and assignment of the Assessments and the lien rights of the Association as security for the repayment of such loans.

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

**9.6 Deposit of Funds.** All funds of the Association shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

**9.7 Fidelity Bonds.** Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

#### **ARTICLE 10 OFFICIAL SEAL**

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

**ARTICLE 11**  
**BOOKS AND RECORDS**

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

**ARTICLE 12**  
**AMENDMENTS**

These Bylaws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors. Any proposed alteration, amendment, or repeal shall be contained in the notice of the meeting at which it will be considered. Notwithstanding the foregoing, no amendment to the Bylaws prior to the Final Development Date shall be effective without the written consent of the Class B member.

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