

**This Instrument Prepared By:**  
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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PROSPECT POINT, A SUBDIVISION**

D.R. Horton, Inc., a Delaware corporation, as the Declarant and the sole Owner of Lots and the sole Member of the Prospect Point Homeowners' Association, Inc., a Florida not for profit corporation (the "Association") has duly adopted this Amended and Restated Declaration of Covenants, Restrictions, Conditions and Easements of Prospect Point, a Subdivision (the "Declaration") to amend, restate and replace that certain Declaration of Covenants, Conditions, and Restrictions of Prospect Point Homeowners' Association, Inc., in Official Records Book 2498, page 7227 of the Public Records of Manatee County, Florida (the "Original Declaration") in its entirety.

**WITNESSETH:**

WHEREAS, Oaktree Bougainvillea, LLC, a Florida limited liability company executed and recorded the Original Declaration imposing certain covenants, restrictions, charges, easements and liens upon certain real property more particularly described in the Original Declaration; and

WHEREAS, Oaktree Bougainvillea, LLC assigned its Declarant's rights under the Declaration to D.R. Horton, Inc., a Delaware corporation in accordance with the certain Assignment of Declarant's Rights recorded in Official Records Book 2507, Page 2137 of the Public Records of Manatee County, Florida;

WHEREAS, the Declarant is the Owner of all of the Lots in the Community and the sole Member of the Association as of the date hereof,

WHEREAS, this Declaration is executed and recorded pursuant to Article XII, Section 13.1(a) of the Original Declaration by D.R. Horton as the Owner of 100% of the Lots in the Subdivision, the sole Member of the Association and in its capacity as the Declarant for the purpose of amending, restating and replacing the Original Declaration in its entirety as provided therein.

Now, Therefore, the Association and the Declarant hereby declare that the property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property described

in Exhibit "A", and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said property.

## ARTICLE I

### DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" mean and refer to the Articles of Incorporation of the Prospect Point Homeowners' Association, Inc., a not-for-profit Florida corporation, attached hereto as Exhibit "B", and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "Association" means the Prospect Point Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 3. "Builder" means any person or entity that purchases Lots from the Declarant for the purpose of constructing Homes on such Lots.

Section 4. "By-Laws" mean the By-Laws of Prospect Point Homeowners' Association, Inc., attached hereto as Exhibit "C" and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 5. "Common Area" is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include entrance features, recreational facilities, lakes and surface water management systems and include, but are not limited to, those holdings listed in Exhibit "E".

Section 6. "County" shall mean Manatee County, Florida.

Section 7. "Declarant" as used in this Declaration means D.R. Horton, Inc., a Delaware corporation, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Manatee County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 8. "Declaration" means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 9. "Development Period" means the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to a third party purchasers.

Section 10. "Home" is a single family dwelling constructed upon and including a Lot.

Section 11. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 12. "Institutional First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 13. "Lot" is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 14. "Member" is every person or entity who is a Member in the Association.

Section 15. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 16. "Plat" is the Plat of the Property recorded in Plat Book 56, Page 90 of the Public Records of Manatee County, Florida, as the same may be amended from time to time.

Section 17. "Property" is the property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 18. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding the Common Area, and any improvements located thereon.

Section 19. "Prospect Point" or "Community" means the planned community planned for development upon the property described in Exhibit "A" or any property annexed as provided herein; the said being within Manatee County, Florida.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided

herein or therein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the property described in Exhibit "A", and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Member the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized



officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Additional Common Area. Declarant may convey to the Association additional real property, or any interest therein, improved or unimproved, and upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members.

(d) Withdrawal of Land. Declarant shall be entitled to withdraw portions of the Land owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Land withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Land from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Land from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in an overall material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(e) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant, so long as the Declarant holds Lots or Units for sale in the ordinary course of business.

### ARTICLE III

#### MEMBERSHIP

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have

more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

#### ARTICLE IV

##### VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, D.R. Horton, Inc., its successors and assigns. The Class B member shall be entitled to three (3) votes for each Class A Member vote, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) Ninety (90%) percent of the Lots have been conveyed to third-party purchasers other than Builders;
- (b) Ten (10) years from the date of recording this Declaration; or
- (c) Thirty (30) days after Declarant elects to terminate the Class B Membership;
- (d) Or as otherwise required by applicable law.

#### ARTICLE V

##### PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed

upon each Lot within the Property and each Lot has been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless an instrument shall be signed by two-thirds (2/3) of the Members other than the Declarant.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members, or to mortgage all or any part of the Common Area. No such dedication, transfer or mortgage, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes of the Class A membership and two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area;

(e) Easements referred to in Article X hereof;

(f) The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the By-Laws and subject to regulation from time to time by the Association in its Rules;

(g) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Lot or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access can not be obtained from the Owner's or Member's Lot, other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to escape liability for assessments provided for in Article VI of this Declaration;

(h) The right of the Association to maintain Common Areas in accordance with the requirements of any governmental agency or permit, which may require that access to such Common Areas be restricted and that such Common Areas remain in a natural vegetative state; and

(i) The other provisions of this Declaration, the Articles and By-Laws.

Section 2. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title to the Common Area has been or will be conveyed to the Association and the Association shall maintain the Common Area. The Association shall be obligated to accept conveyance of any Common Areas from the Declarant as deemed necessary or advisable by Declarant.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all landscaping, paving, drainage structures, street lighting fixtures, signs, irrigation systems, sidewalks, and other structures, but excepting any public utilities. The Association shall be authorized, but not required, to provide other services, such as installation and maintenance of security gates (manned and/or unmanned), operation of a guardhouse, the employment of stationary or patrolling security guards within the Community and emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community, including, but not limited to party wall repairs, and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

(d) Maintenance Program. The storm water lake and floodplain compensation areas require certain inspection and maintenance in accordance various regulatory permits, and such responsibility has been delegated to the Association. Any such permit conditions, including without limitation, those imposed by SWFWMD and Manatee County, are to be regulated and performed by the Association. The Association shall establish a maintenance program for all Common Areas of the Subdivision. Such maintenance program shall comply in all respects with the requirements of the regulatory bodies, the Count Land Development Code and other applicable regulations. The maintenance program is set forth in Exhibit "F".

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize either Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, By-Laws and Rules after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant shall also have the right to grant a Builder certain rights reserved hereunder to the Declarant for the purpose of constructing Homes in the Community by executing an assignment of rights in favor of the Builder to be kept in the official records of the Association.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area, except for access to and from and throughout the property described in the Plat or any additions thereto.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) for common expenses of the Association ("Common or Regular Assessments"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the capital annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("Special Assessments"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("Individual Assessments"). All such Assessments shall be fixed, established and collected from time to time as hereinafter provided. The Regular, Special and Individual Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Original Declaration upon any Lot against which each such Assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment becomes due.

Section 2. Purpose of Assessments. The Assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water charges for the Lots and Common Area billed through the master water meter; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area; and services and facilities related to the use and enjoyment of the Common Area. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessment to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 4 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing



Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment.

Section 3. Basis of Annual Assessments. For the first twelve (12) months of operation of the Association, the annual assessment shall be the amount as set forth in the estimated operating budget of the Association for the initial year of operation. From and after the initial year of operation, the annual assessment shall be determined in accordance with the Articles of Incorporation and By-Laws of the Association taking into account current maintenance costs and future needs of the Association. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

Section 4. Uniform Rate of Assessment. Both Annual and Special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis or as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED that any such assessments shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be

called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The Annual Assessments provided for herein shall commence as to all Lots on the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Home constructed on a Lot; or b) the occupancy by an Owner of a Home constructed on a Lot; or c) the conveyance by the Declarant of a Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the annual assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board or its agent for the issuance of these certificates not to exceed the greater of \$150.00 per request or the maximum allowable charge under applicable law. The Association and/or its agent may only charge one such fee for an individual Owner requesting a single certificate for multiple Lots being sold in a single transaction. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The initial budget of the Association is projected, not based upon historical operating figures, and, therefore, it is possible that actual assessments may be higher than projected. A projected 10 year fiscal budget is attached in Exhibit "H", but such amounts are estimates only and cannot be relied upon to reflect actual expenses.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent



Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 9. Special Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject; and said Assessment shall be enforced in the same manner as provided for in Section 8.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Declarant's Right to Fund Deficits. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot, the Declarant shall not be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions and other sums received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant

shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose to prior to such time.

Section 13. Surface Water Management System. The Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system which is part of the Common Area. Fees shall be assessed and collected through Regular Assessments or other assessment, if necessary.

## ARTICLE VII

### CAPITAL CONTRIBUTION

Section 1. Capital Contribution on Sale By Declarant. At the time of the closing of a Home by the Declarant or a Builder, each purchaser shall pay to the Association the sum of two months of Regular Assessments as a working capital contribution. These monies (hereinafter called "Capital Contribution") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale.

Section 2. Capital Contribution on Sale By Owner Other Than Declarant. At the time of the closing of a Home pursuant to a sale by an Owner other than Declarant, each purchaser shall pay to the Association a sum equal to two months of Regular Assessments charged by the Association at the time of conveyance as Capital Contribution. These monies shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development

Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. During the period of time the Declarant appoints the majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; however, once Owners other than the Declarant elect a majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("Applicant") shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a *continuing lien* and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Association (the "ACC").

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant.

## ARTICLE IX

### USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence or appendage to such residence, either temporary or permanent, except for temporary construction trailer of Declarant.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood within the Plat, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home. Each Owner shall be allowed to maintain no more than four (4) and not more than a total of two (2) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) and/or two (2) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and each such Owner shall maintain adequate liability insurance covering such obligations. In addition, it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. All pet Owners shall comply with County Code ordinances regarding such pets. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have the right to promulgate Rules and Regulations relating to animals and the right to restrict or require removal any such animals determined by the Board to constitute a nuisance.

Section 5. During the time period Declarant owns any Lot within the Property, no Owner other than the Declarant shall display any type of sign to the public view on any Lot,

other than one sign not larger than 3" X 5" and placed in one ground floor window or one second story window advertising that property is for sale or rent. The Declarant may use any signage it deems necessary and appropriate to advertise the Property during the construction and sale of Homes. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased to not more than 18" x24" to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. **There shall be no parking on any portion of any sidewalk** which is not part of a designated driveway. There shall be no parking on any grass or within the street right of way within the Property. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection

with construction, improvement, installation, or repair by Declarant, or its agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 9. No septic tanks or individual wells will be permitted on any Lot.

Section 10. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 12. No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. The foregoing sentence shall not apply to the Declarant.

Section 13. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.



Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 14. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association.

Section 15. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Section 16. All fences, including viewing fences, shall be constructed out of PVC and the color, height, style and location shall be approved by the ACC as set forth in Article VII hereof. Fencing is prohibited on lake front Lots unless such fencing is open picket style fencing with a height not to exceed 4 feet and the color, height, and location has been approved by the ACC. All other fencing shall be white vinyl pvc fences or black aluminum fences not to exceed six (6) feet in height and shall be permitted in locations approved pursuant to Article VIII hereof.

Section 17. If any street tree located on a Lot at the time of completion of the Home thereafter dies, such street tree shall be replaced by the Owner, at the Owner's expense by a native canopy tree with a minimum three inch caliber tree having an over all height minimum of 10 feet, meeting the current Manatee County Code requirement for street tree replacement as more particularly described in the attached Notice to Buyer.

Section 18. No Lots may be further subdivided.

Section 19. Notwithstanding anything contained in this Article IX, the restrictions, conditions and requirements contained in this Article IV shall not be applicable to the Declarant, its successors or assigns.



## ARTICLE X

### EASEMENTS

Section 1. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Easements for ingress and egress and for the installation and maintenance of all utilities, surface water management and drainage facilities and landscaping are reserved on and over each Lot and the Common Area. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 3. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. The Association shall have the responsibility to maintain all drainage easements, drainage facilities and drainage pipes and equipment within the Property and the expense for same will be a common expense of the Association.

Section 5. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder. The Association has the irrevocable right of access to each Lot during reasonable hours, when necessary for ordinary maintenance, repair and replacement of Common Areas and easements for which the responsibility has been delegated to the Association and without notice for making emergency repairs to prevent damage to the Common Areas, Lots or Homes. The Association's Right of Entry and Compliance with Manatee Land Development Code is further set forth in Exhibit "G".

Section 6. An easement is reserved over the Property, including each Lot, in favor of the Declarant for the purpose of carrying out any obligations of the Declarant under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community and construction of Homes therein. In addition, the Declarant shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the community and construction of Homes, including the right to use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant shall have an easement to use all portions of the Property, including Common Areas, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community. The easements

created by this section shall be broadly construed and supplement other rights of the Declarant herein, running with the land until such time as the Declarant no longer owns any Lots in the Community and all of the Declarant's obligations hereunder are satisfied.

## ARTICLE XI

### COVENANTS FOR HOME MAINTENANCE

Section 1. Maintenance of Homes. Each Lot Owner shall be responsible for the maintaining, repairing, and replacing of the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, including gutters, downspouts and skylights. It will also be the duty of each Lot Owner to maintain, repair and replace any yard lamp located on each Lot, such duty to include maintaining electric connections, sensors and installing light bulbs so that the lamp is in working order at all times. Further, the Lot Owner shall be responsible for maintenance, repair or replacement of each Home and related improvements, including, but not limited to, any stucco repairs, any structural repairs, any windows, window screens, patio screens, screened enclosures, balcony railings, tiles, if any, front doors, side doors, rear doors, and/or the framing or casings of any of the foregoing, any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. The Lot Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article VIII hereof. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of each Lot Owner to maintain and cut the grass located on the Lot Owner's Lot, at the Lot Owner's sole cost and expense. The Lot Owner shall also be responsible for maintenance, pruning and replacement of any trees or shrubbery on his Lot. The Association shall have the right, but not the obligation, to maintain the lawn and any trees and shrubbery on the Lots in the event the Lot Owner fails to do so as required herein within 14 days from written notice from the Association. The Association is hereby granted an easement over and across the Lot Owner's Lot for such purpose, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on the Lot without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining and cutting the grass, if necessary. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance.

Section 3. Irrigation. It shall be the duty of the Association to maintain the main irrigation lines for the Community, including irrigation of Common Areas and irrigation lines to the boundaries of each Lots Lot. Said irrigation system will run both on Lots and Common Area. The Lot Owner is responsible for the maintenance and repair of any portion of the irrigation system located on and servicing the Lot beyond the Lot line of the Lot Owner's Lot. If

the Owner fails to maintain the irrigation system on the Owner's Lot, the Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing and maintaining the irrigation system, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. A Lot Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Irrigation for landscaping may use the lowest quality water source available, however, use of Manatee County public potable water is prohibited.

Section 4. Landscaping. The Association shall be responsible for the maintenance of all landscaping within any landscape easement or landscaping originally installed by the Declarant or by the Association on the Common Areas. Such maintenance shall include routine trimming, weeding and pruning of the landscaping. Each Owner shall be solely responsible for all maintenance of any landscaping installed on the Lot by the Owner or any landscaping which is not the responsibility of the Association as provided herein. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining the required landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation or the Manatee County Code. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work.

Section 5. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof, if requested by the Association.

Section 6. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes to be painted every five years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to

commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a contract for painting or pressuring washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Lot Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as a Special Assessment.

## ARTICLE XII

### COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

### ARTICLE XIII

#### LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Homes shall be subject to the prior written approval of the Association. The Association may require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior written approval of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable

with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with applicable codes regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

## ARTICLE XIV

### WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water Management System. Should the Association cease to exist, the surface water management system, property containing the surface water management system and water management portions of Common Area shall be conveyed to an agency of local government determined to be acceptable by the SWFWMD. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Common Area will be dedicated to a non-profit corporation similar to the Association. If the Association ceases to exist, all Lot Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system and facilities in accordance with the requirements of the SWFWMD permit affecting the Property, unless and until an alternate entity or governmental agency assumes the responsibilities under the SWFWMD permit.

Section 2. Amendments Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Common Area shall be submitted to the SWFWMD for review prior to finalization of the Amendment. SWFWMD shall determine if the proposed Amendment will require a modification of the environmental resource or surface

water management permit. If a permit modification is necessary, the modification must be approved by SWFWMD prior to the Amendment of the Declaration.

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the surface water management system, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the Association, the SWFWMD or any appropriate governmental agency that may require access to carry out obligations set forth in the Permit. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association and SWFWMD. If such actions are permitted by the Permit and SWFWMD, the Declarant or Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited. Manatee County shall have no obligations to maintain, change, improve, clean, repair erosion, or restore natural changes in the course of the stream bed relative to Pearce Canal.

Section 4. Rights of SWFWMD. The SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problems with the surface water management system facilities or any mitigation or conservation areas under the responsibility or control of the Association.

Section 5. SWFWMD Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit "I". Copies of the permit and any future permit actions of the SWFWMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

## ARTICLE XV

### INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at

commercially reasonable rates, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Common Areas and the Association Property, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risk as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas or Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time



to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

## ARTICLE XVI

### GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and By-Laws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In

any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, except as provided in Article XIV, Section 13 herein, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgagee Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than thirty (30%) percent of the Lot Owners. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or By-Laws affecting any aspect of the surface water management system must receive prior written approval of the South Florida Water Management District. Any amendments must be properly recorded in the Public Records of the County, Florida.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of the Association seated for the purpose of hearing such violation matters, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15)

days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the committee's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys fees incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or By-Laws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or By-Laws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and By-Laws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on sixty (60) days or less written notice.

Section 11. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time.

Section 13. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the By-Laws, the provisions of this Declaration, the Articles and the By-Laws shall control in that order.

Section 15. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER TO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. THE ASSOCIATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANIES OTHER THAN THE CABLE TELEVISION, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY WHICH HAS ENTERED INTO AN AGREEMENT WITH THE ASSOCIATION. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 16. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE

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

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

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

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

Section 17. Manatee County Provisions and Exhibits. Pursuant to the Manatee County Land Development Code, the following Exhibits are attached hereto and incorporated herein:

EXHIBIT "D" Notice to Buyer

EXHIBIT "E" Listing of Holdings

EXHIBIT "F" Maintenance Program

EXHIBIT "G" Right of Entry and Compliance with Manatee County Land Development Code

EXHIBIT "H" Fiscal Program



**JOINDER**

The Prospect Point Homeowners' Association, Inc., a Florida corporation not for profit, hereby approves and joins in this Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Prospect Point, a Subdivision and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

In Witness Whereof, the President and Secretary have each executed this Joinder on this day of 10, 2014.

Signed, sealed and delivered in the presence of:

PROSPECT POINT HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation

Name: MATTHEW A. JIMEN

By: NIC APARICIO, President

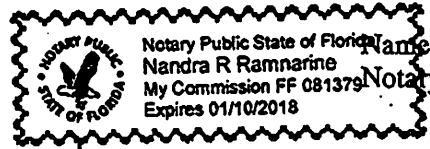
Name: JOHN R. PELE

By: BRUCE HOWELL, Secretary

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH ) SS

The foregoing instruction was acknowledged before me this 10<sup>th</sup> day of February, 2014, by NIC APARICIO, as PRESIDENT, of the Prospect Point Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of said Corporation. The foregoing person identified himself by producing his driver's license issued by the State of Florida.

My Commission Expires:



Name: Nandra R Ramnarine  
Notary Public, State of Florida at Large

STATE OF FLORIDA )  
COUNTY OF ) SS

The foregoing instruction was acknowledged before me this 10<sup>th</sup> day of February, 2014, by BRUCE HOWELL, as SECRETARY, of the Prospect Point Homeowners' Association, Inc., a Florida not for profit corporation, on behalf of said Corporation. The foregoing person identified himself by producing his driver's license issued by the State of Florida.

My Commission Expires:

Name: Nandra R Ramnarine  
Notary Public, State of Florida at Large

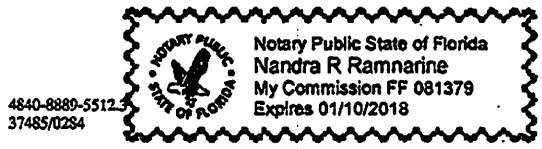




EXHIBIT "A"

PROPERTY

All of Prospect Point, according to the Plat thereof, as recorded in Plat Book 56, Pages 90 through 96, Public Records of Manatee County, Florida.

# PROSPECT POINT

A SUBDIVISION LYING IN SECTIONS 17 & 20,  
TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

PLAT BOOK 50 PAGE 90

SHEET 1 OF 7 SHEETS

SPECIAL NOTE:  
REFER TO DRAINAGE PLAN BOOK 2  
PAGES 121 THROUGH 122  
FOR DESIGN GRADING PLAN.

## EASEMENT DESCRIPTIONS

### RESERVATION OF EASEMENTS:

#### LOT LINE EASEMENTS

THERE ARE HEREBY EXPRESSLY RESERVED TO "PROSPECT POINT HOMEOWNERS ASSOCIATION, INC.", THE "DEVELOPER", ITS SUCCESSORS OR ASSIGNS, EASEMENTS OF TEN (10) FEET IN WIDTH ALONG ALL FRONT LOT LINES AND FIVE (5) FEET IN WIDTH ALONG ALL REAR AND SIDE LOT LINES FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES. SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. WHERE MORE THAN ONE LOT IS INTRODUCED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS. IF TWO OR MORE LOTS ARE COMBINED AS ONE BUILDING SITE, THE UTILITY COMPANY SHALL BE REIMBURSED FOR THE COSTS INCURRED RELOCATING THE FACILITIES.

#### PUBLIC UTILITY EASEMENTS

THE "DEVELOPER" HEREBY GRANTS A NON-EXCLUSIVE UTILITY EASEMENT TO MANATEE COUNTY, TEN (10) FEET IN WIDTH ALONG ALL FRONT LOT LINES AND EACH AREA DEPICTED ON THIS PLAT AS A "PUBLIC UTILITY EASEMENT" FOR THE PURPOSE OF INSTALLATION, READING, AND MAINTENANCE OF WATER LINES, WATER SERVICES, WATER VALVES, FIRE HYDRANTS AND ANY ASSOCIATED PUBLIC WATER UTILITY.

THE "DEVELOPER" HEREBY GRANTS A NON-EXCLUSIVE UTILITY EASEMENT TO MANATEE COUNTY, FLORIDA POWER & LIGHT COMPANY, AND OTHER COMPANIES AUTHORIZED BY THE DEVELOPER FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND POWER, GAS, TELEPHONE, WATER, REUSE WATER, SEWER, ELECTRIC, CABLE TELEVISION, TELECOMMUNICATIONS, AND OTHER UTILITIES, LINES, AND FACILITIES UNDER THAT PORTION OF TRACTS "C-1" THROUGH "C-5", INCLUSIVE, TRACT "C-7", TRACT "C-8", AND TRACT "D-2" LYING TEN (10) FEET OUTSIDE OF AND ADJACENT TO THAT PORTION OF 35th COURT EAST (PUBLIC RIGHT OF WAY) LYING WITHIN THE PLAT BOUNDARY AND TEN (10) FEET OUTSIDE OF AND ADJACENT TO THAT PORTION OF 61st WAY EAST (PUBLIC RIGHT OF WAY) LYING WITHIN THE PLAT BOUNDARY AS SHOWN ON THIS PLAT.

#### PUBLIC DRAINAGE EASEMENTS

THE "DEVELOPER" GRANTS A NON-EXCLUSIVE EASEMENT TO MANATEE COUNTY FOR DRAINAGE PURPOSES UNDER AND ACROSS EACH AREA DEPICTED ON THIS PLAT AS A "PUBLIC DRAINAGE EASEMENT".

## NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

## CERTIFICATE OF APPROVAL OF MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA }  
COUNTY OF MANATEE } SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THIS 17th DAY OF November, A.D., 2013.

*Larry Brattes*  
CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

*[Signature]*  
CLERK OF CIRCUIT COURT

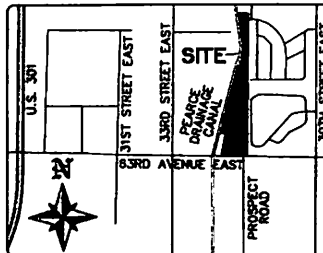


## CERTIFICATE OF APPROVAL OF COUNTY SURVEYOR AND MAPPER

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND CHAPTER 9 OF THE LAND DEVELOPMENT CODE OF MANATEE COUNTY, FLORIDA. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

*[Signature]*  
TODD E. BOYLE, T.S.M.  
STATE OF FLORIDA LICENSE #007

DATE 10/11/2013



VICINITY SKETCH  
(NOT TO SCALE)

## SHEET INDEX

1 OF 7 - COVER SHEET  
2-3 OF 7 - DESCRIPTION, SHEET LAYOUT & OVERALL BOUNDARY  
4-7 OF 7 - SUBDIVISION DETAIL SHEETS

## NOTES

- \* ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929. BENCH MARK USED WAS MANATEE COUNTY BENCH MARK 80-29-03, HAVING A PUBLISHED ELEVATION OF 18.0127.
- \* STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE SYSTEM FLORIDA WEST ZONE (NAD 1983/90 ADJUSTMENT) AND WERE ESTABLISHED USING NATIONAL GEODETIC SURVEY CONTROL STATION DESIGNATION "1 084" (SCALE FACTOR=0.99997122) AND NATIONAL GEODETIC SURVEY CONTROL STATION DESIGNATION "1 085" (SCALE FACTOR=0.99997103).
- \* BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 SOUTH, RANGE 18 EAST (AS PLATTED, OCCUPIED AND MONUMENTED BY REG. OAKS SUBDIVISION, PLAT BOOK 34, PAGE 89) HAVING A BEARING OF S.00°41'33"W.
- \* ALL EASEMENTS ARE PRIVATE UNLESS OTHERWISE DESIGNATED.
- \* AS OF MAY 09, 2013, THIS SUBDIVISION FALLS WITHIN ZONE "AE" (WITH PORTIONS IN A FLOODWAY) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 12013 0342C (EFFECTIVE JULY 15, 1992). PRIOR TO ANY FUTURE CONSTRUCTION OR PERMITTING ACTIONS IT SHALL BE NECESSARY TO VERIFY THE MOST CURRENT DATA WITH FEMA AND/ OR ANY APPROPRIATE GOVERNING AUTHORITY.
- \* EXCEPT IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE, NUMERICAL EXPRESSIONS SHOWN HEREON TO THE NEAREST FOOT OR TENTH OF A FOOT, ARE TO BE INTERPRETED AS HAVING A PRECISION TO THE NEAREST ONE HUNDRETH OF A FOOT.
- \* ALL UTILITIES ARE UNDERGROUND UNLESS OTHERWISE NOTED.

## TRACT & ROADWAY DESIGNATIONS

35th COURT EAST AND 61st WAY EAST ARE "PUBLIC ROAD RIGHT OF WAY" WHICH SHALL BE MAINTAINED BY MANATEE COUNTY.

TRACTS "C-1" THROUGH "C-8", INCLUSIVE, ARE "COMMON AREA" TRACTS UNDER THE TERMS OF THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROSPECT POINT HOMEOWNERS ASSOCIATION, INC.", WHICH SHALL BE MAINTAINED BY "PROSPECT POINT HOMEOWNERS ASSOCIATION, INC.", AND THE USE OF WHICH SHALL BE GOVERNED BY THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROSPECT POINT HOMEOWNERS ASSOCIATION, INC."

TRACT "D-1" IS A "PUBLIC DRAINAGE, ACCESS & MAINTENANCE EASEMENT" TRACT, WHICH SHALL BE MAINTAINED BY MANATEE COUNTY, AND THE USE OF WHICH SHALL BE GOVERNED BY MANATEE COUNTY RESTRICTIONS.

TRACT "D-2" IS A "PUBLIC UTILITY & DRAINAGE EASEMENT" TRACT, WHICH SHALL BE MAINTAINED BY MANATEE COUNTY, AND THE USE OF WHICH SHALL BE GOVERNED BY MANATEE COUNTY RESTRICTIONS.

TRACT "L-1" IS A "LAKE & FLOODPLAIN COMPENSATION AREA" TRACT, WHICH SHALL BE OWNED AND PRIVATELY MAINTAINED BY "PROSPECT POINT HOMEOWNERS ASSOCIATION, INC." AN ACCESS AND DRAINAGE MAINTENANCE EASEMENT OVER THIS TRACT SHALL BE GRANTED TO MANATEE COUNTY FOR STORMWATER TREATMENT AND ATTENUATION PURPOSES. A PRIVATE DRAINAGE & MAINTENANCE EASEMENT OVER THIS TRACT SHALL BE GRANTED TO "PROSPECT POINT HOMEOWNERS ASSOCIATION, INC." FOR PERFORMING REGULAR MAINTENANCE TO THE LAKE AND/OR ITS BANKS AS IT DEEMS NECESSARY. THE TRACT SHALL BE GOVERNED BY "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROSPECT POINT HOMEOWNERS ASSOCIATION, INC."

## CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA }  
COUNTY OF MANATEE } SS

"OAKTREE BOUGHAVILLE, L.L.C.", DOES HEREBY CERTIFY OWNERSHIP OF THE SAID PROPERTY "PROSPECT POINT" AS SHOWN AND DESCRIBED ON THIS PLAT AND DOES HEREBY DEDICATE ALL STREETS, ADDITIONAL RIGHT OF WAY ALONG 63rd AVENUE EAST, SIDEWALKS, REQUIRED UTILITIES, THOROUGHFARES, AND ALL EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT FOR THE USES AND PURPOSES STATED IN THE "EASEMENT DESCRIPTIONS" AND "TRACT & ROADWAY DESIGNATIONS" SHOWN HEREON, AND ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER INFRASTRUCTURE FACILITIES TO THE GENERAL PUBLIC FOR THEIR USE, FOREVER, IN WITNESS WHEREOF, THE COMPANY HAS CAUSED THIS CERTIFICATE TO BE EXECUTED IN ITS NAME THIS 10 DAY OF October, A.D., 2013.

### WITNESSES:

*[Signature]*  
SIGNATURE OF WITNESS  
SHANE C. COOPER  
*[Signature]*  
PRINT NAME OF WITNESS  
Sarah R. Wakefield  
*[Signature]*  
SIGNATURE OF WITNESS  
Sarah R. Wakefield  
PRINT NAME OF WITNESS

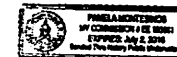
BY: *[Signature]* MICHAEL P. INFANTO, MANAGING MEMBER

STATE OF FLORIDA }  
COUNTY OF MANATEE } SS

BEFORE ME PERSONALLY APPEARED DEVON RUSHMELL, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AS ITS MANAGING PARTNER AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SUCH CERTIFICATE ON BEHALF OF THE CORPORATION AND THE COMPANY.  
WITNESS MY HAND AND OFFICIAL SEAL THIS 10 DAY OF October, A.D., 2013.

*[Signature]*  
NOTARY PUBLIC - STATE OF FLORIDA

(AFFIX SEAL)



## CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA }  
COUNTY OF MANATEE } SS

I, R.B. SHORE, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 50 ON PAGES 89 THROUGH 90 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS 10th DAY OF November, A.D., 2013.

R.B. SHORE, CLERK OF CIRCUIT COURT  
MANATEE COUNTY, FLORIDA

BY: *[Signature]*  
CLERK

## CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED FLORIDA PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I AM ACTING ON BEHALF OF BANKS ENGINEERING, FLORIDA BUSINESS LICENSE No. 8690, A CORPORATION AUTHORIZED TO OFFER SERVICES OF REGISTERED SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA, THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE MANATEE COUNTY DEVELOPMENT CODE, CHAPTER 9, AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM's) WERE INSTALLED AS OF JUNE 19, 2013, THE PERMANENT CONTROL POINTS (PCP's) WERE INSTALLED AS OF JUNE 19, 2013, AND THE LOT CORNERS WILL BE INSTALLED AND CERTIFIED BY AN AFFIDAVIT WITHIN ONE (1) YEAR OF THE RECORDING OF THIS PLAT, OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

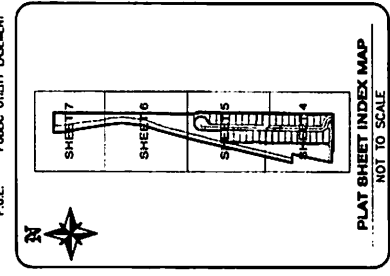
*[Signature]*  
RICHARD M. RITZ  
REGISTERED LAND SURVEYOR  
STATE OF FLORIDA  
LICENSE NUMBER 4008

**BANKS**  
ENGINEERING  
Professional Engineers, Planners & Land Surveyors  
1144 Tolliver Road, Suite 105, Sarasota, FL 34243  
(941) 360-1618 • FAX (941) 360-6917

**PROSPECT POINT**  
A SUBDIVISION LYING IN  
SECTIONS 17 & 20, TOWNSHIP 35  
SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA.  
**DESCRIPTION, &  
SHEET LAYOUT &  
OVERALL BOUNDARY**



- SYMBOL LEGEND**
- (PCP) PERMANENT CONTROL POINT, UNLESS OTHERWISE NOTED, DENOTES A MAG. NAIL WITH 2" BRASS DISK STAMPED "POP BANKS ENG INC LB 6690"
  - (PRM) PERMANENT REFERENCE MONUMENT, UNLESS OTHERWISE NOTED, DENOTES A 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "POP BANKS ENG INC LB 6690"
  - UNLESS OTHERWISE NOTED, DENOTES A POINT OF CURVE OR OTHER CHANGE OF DIRECTION IN RIGHT OF WAY
  - ⊙ PLAT BENCH MARK (SEE BENCH MARK NOTE)
- LEGEND**
- LB LICENSED BUSINESS
  - LS LICENSED SURVEYOR
  - (RM) RIGHT-OF-WAY
  - (O) OVERALL
  - (S) SQUARE
  - SO. FT. SOUTH FEET
  - BM BENCH MARK
  - DM DEED MONUMENT
  - ORB OFFICIAL RECORDS BOOK
  - PG PAGE
  - ELV. ELEVATION
  - PU. PUBLIC UTILITY EASEMENT



**BANKS ENGINEERING**  
Professional Engineers, Planners & Land Surveyors  
1144 Talbert Road, Suite 105, Sarasota, FL 34243  
(941) 360-1618 • FAX (941) 360-6917

**BENCH MARK NOTE:**  
BM#1 SQUARE CUT ON CURB INLET WITH DISK STAMPED "BANKS ENG. INC. LB 6690". ELEVATION 17.24  
BM#2 SQUARE CUT ON CURB INLET WITH DISK STAMPED "BANKS ENG. INC. LB 6690". ELEVATION 18.27  
BM#3 SQUARE CUT ON CURB INLET WITH DISK STAMPED "BANKS ENG. INC. LB 6690". ELEVATION 17.17

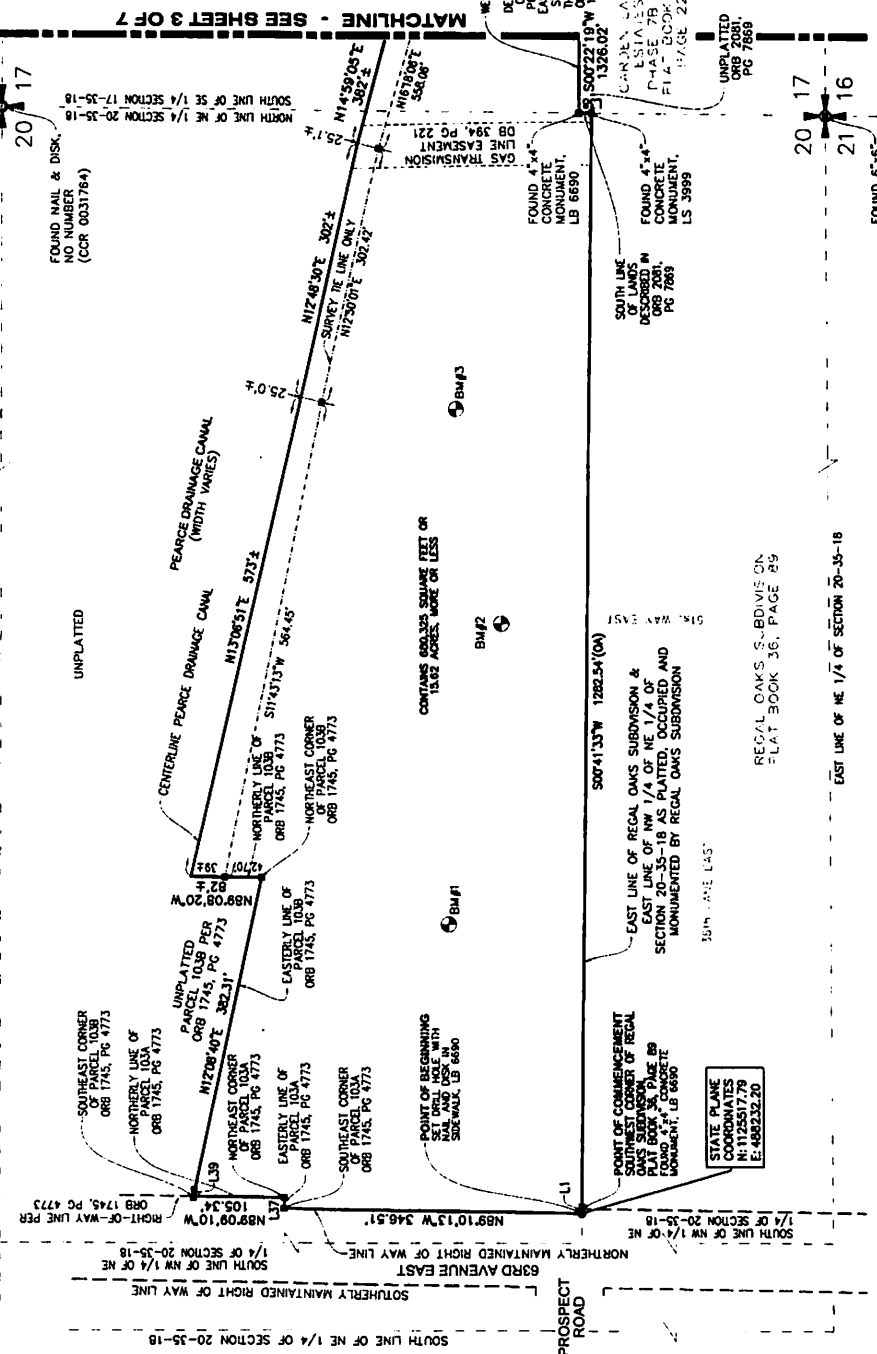
**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S00°41'33"W	5.15'
L37	N00°45'20"E	12.77'
L38	S89°24'45"E	14.69'
L39	N12°08'40"E	6.52'

**DESCRIPTION:**  
A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 17 AND 20, TOWNSHIP 35 SOUTH, RANGE 18 EAST, BEING OVER, ACROSS AND THROUGH LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2119, PAGE 1588-1590, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING FURTHER BOUNDARY AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF REGAL OAKS SUBDIVISION, AS RECORDED IN PLAT BOOK 36, PAGE 89, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE S.00°41'33"W, ALONG THE MONUMENTED EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 SOUTH, RANGE 18 EAST, FOR 5.15 FEET TO THE POINT OF BEGINNING, THENCE N.89°10'3"W, ALONG THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF 63RD AVENUE EAST, FOR 346.51 FEET TO THE SOUTHEAST CORNER OF PARCEL 103A AS SHOWN AND DESCRIBED IN OFFICIAL RECORDS BOOK 1745, PAGE 4773, SAID PUBLIC RECORDS, THENCE N.00°45'20"E, ALONG THE EASTERLY LINE OF SAID PARCEL 103A, FOR 12.77 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 103A, THENCE N.89°24'45"E, ALONG THE NORTHERLY LINE OF SAID PARCEL 103A, FOR 14.69 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 103A, THENCE N.12°08'40"E, ALONG THE NORTHERLY LINE OF SAID PARCEL 103B, FOR 6.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 103B, THENCE S.89°24'45"E, ALONG THE CENTERLINE OF PEACE DRAINAGE CANAL, THE FOLLOWING TEN (10) COURSES AND DISTANCES: 1) N.13°06'51"E, FOR 573 FEET, MORE OR LESS; 2) N.12°48'30"E, FOR 302 FEET, MORE OR LESS; 3) N.14°59'05"E, FOR 362 FEET, MORE OR LESS; 4) N.16°34'47"E, FOR 176 FEET, MORE OR LESS; 5) N.05°53'35"E, FOR 193 FEET, MORE OR LESS; 6) N.05°16'56"W, FOR 114 FEET, MORE OR LESS; 7) N.09°15'25"W, FOR 166 FEET, MORE OR LESS; 8) N.13°09'15"W, FOR 131 FEET, MORE OR LESS; 9) N.07°30'32"W, FOR 99 FEET, MORE OR LESS; 10) N.04°19'58"W, FOR 131 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 18 EAST, THENCE S.89°29'35"E, ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 17, FOR 186 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 18 EAST, THENCE S.89°29'35"E, ALONG SAID NORTH LINE OF SECTION 17, FOR 14.69 FEET TO THE MONUMENTED EAST LINE OF SAID REGAL OAKS SUBDIVISION AND THE MONUMENTED EAST LINE OF SECTION 20, FOR 14.69 FEET TO THE MONUMENTED EAST LINE OF SAID REGAL OAKS SUBDIVISION AND THE MONUMENTED EAST LINE OF SECTION 20, TOWNSHIP 35 SOUTH, RANGE 18 EAST, THENCE S.00°41'33"W, ALONG SAID EAST LINE OF REGAL OAKS SUBDIVISION AND SAID EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, FOR 1282.54 FEET TO THE POINT OF BEGINNING.

CONTAINS 680,325 SQUARE FEET OR 15.62 ACRES, MORE OR LESS



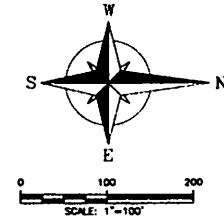
FOUND 6"x6" CONCRETE MONUMENT, MANATEE CO ENG (CCR 0018147 & 0031785)

REGAL OAKS SUBDIVISION ON PLAT BOOK 36, PAGE 89

30th APR 1945

STATE PLANE COORDINATES  
N: 1125517.79  
E: 498252.20

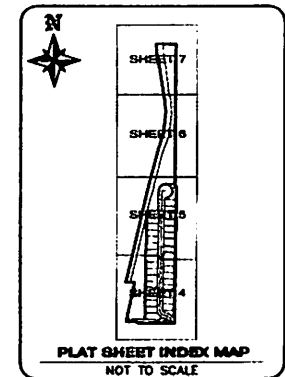
**PROSPECT POINT**  
A SUBDIVISION LYING IN  
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SOUTH, RANGE 18 EAST,  
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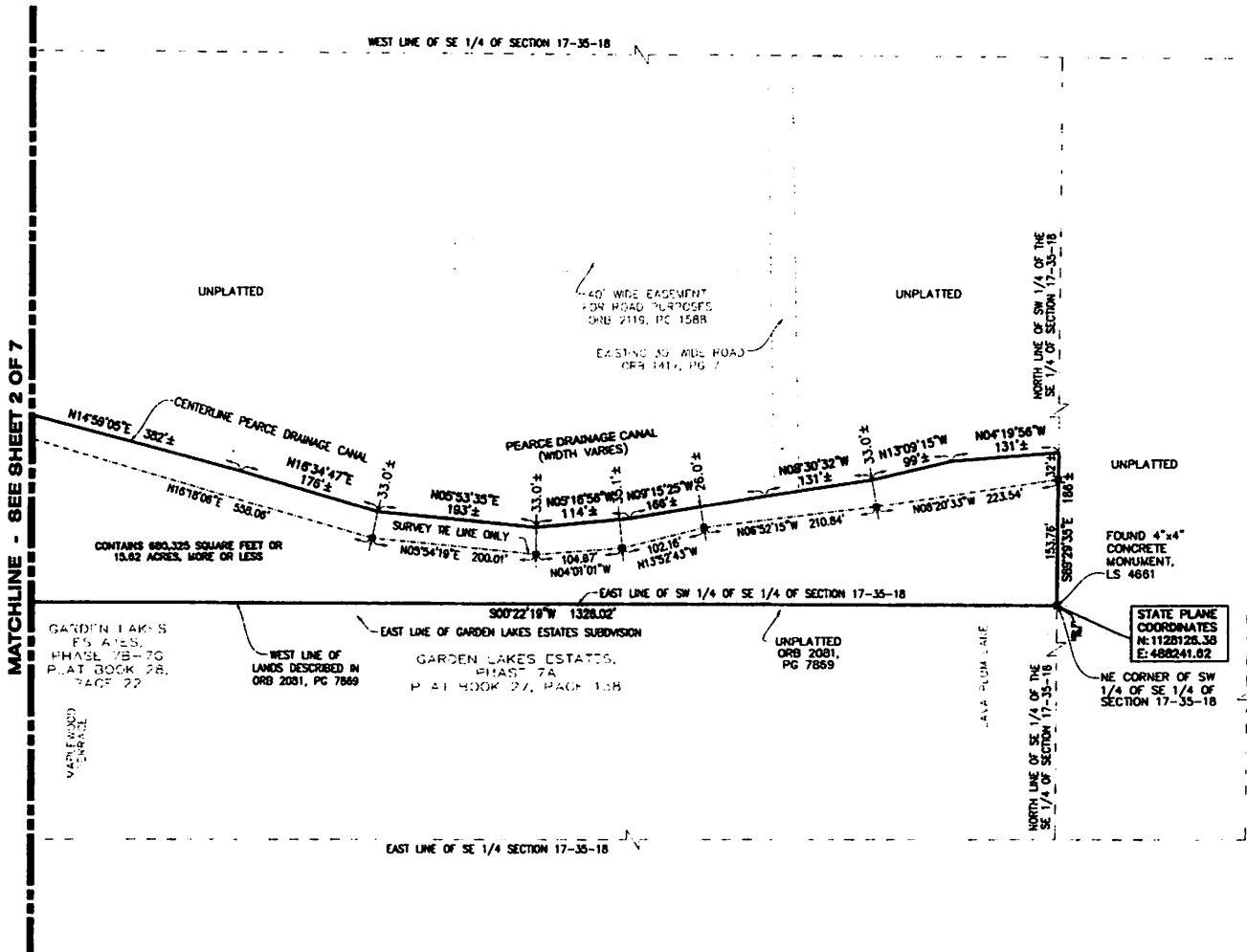
- SYMBOL LEGEND**
- (PCP) PERMANENT CONTROL POINT, UNLESS OTHERWISE NOTED, DENOTES A MAG NAIL WITH 2" BRASS DISK STAMPED "PCP BANKS ENG INC LB 6690"
  - (PRM) PERMANENT REFERENCE MONUMENT, UNLESS OTHERWISE NOTED, DENOTES A 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "PRM BANKS ENG INC LB 6690"
  - UNLESS OTHERWISE NOTED, DENOTES A POINT OF CURVE OR OTHER CHANGE OF DIRECTION IN RIGHT OF WAY
  - ⊙ PLAT BENCH MARK (SEE BENCH MARK NOTE)

**LEGEND**

- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- (R) RADIAL
- (NR) NOT RADIAL
- (OA) OVERALL
- SQ. FT. SQUARE FEET
- BW BENCH MARK
- DB DEED BOOK
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- ELEV. ELEVATION
- P.U.E. PUBLIC UTILITY EASEMENT



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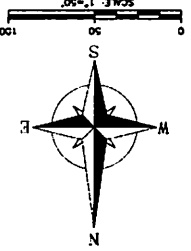
MATCHLINE - SEE SHEET 2 OF 7

MATCHLINE - SEE SHEET 4 OF 7

MATCHLINE - SEE SHEET 5 OF 7

**PROSPECT POINT  
A SUBDIVISION LYING IN  
SECTIONS 17 & 20, TOWNSHIP 35  
SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA.**

**SUBDIVISION  
DETAIL SHEET**



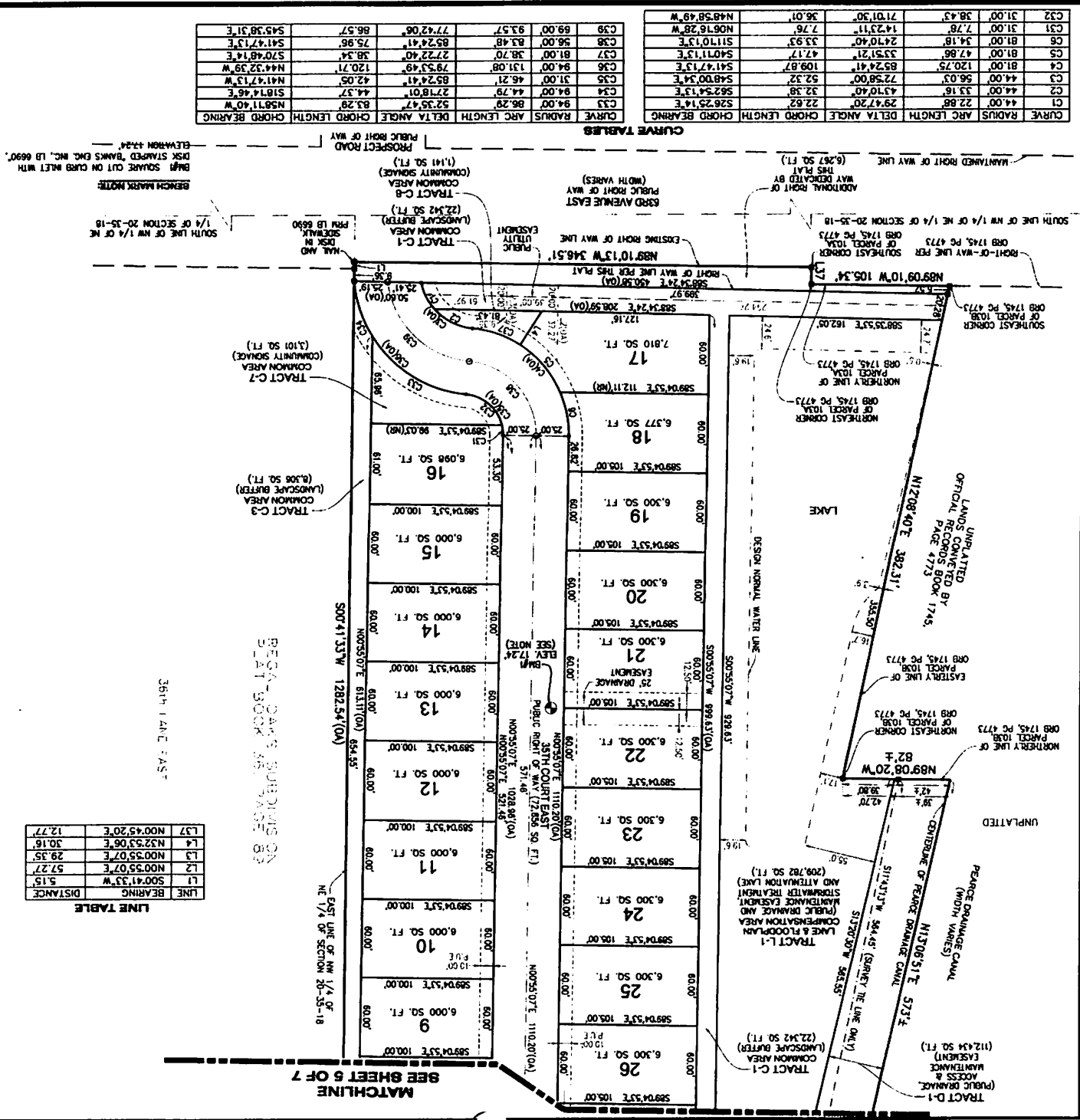
**LINE TABLE**

LINE BEARING	DISTANCE
L1 S00°41'33"W	5.15
L2 N00°55'07"E	57.27
L3 N00°53'06"E	30.16
L4 N32°53'06"E	30.16
L37 N00°45'20"E	12.77

BECAUSE OF SUBDIVISION ON  
DEED BOOK 66, PAGE 803

36th LANE EAST

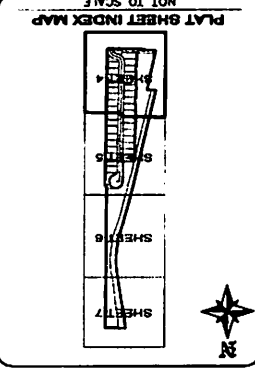
MATCHLINE  
SEE SHEET 5 OF 7



**CURVE TABLES**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	44.00'	22.62'	52°25'14"	26.22'	S26°25'14"E
C2	44.00'	33.16'	43°10'40"	32.38'	S62°54'13"E
C3	44.00'	56.03'	72°58'00"	52.32'	S48°00'34"E
C4	81.00'	120.75'	85°24'41"	109.87'	S41°47'13"E
C5	81.00'	47.88'	33°51'21"	47.17'	S40°11'13"E
C6	81.00'	34.18'	24°10'40"	33.93'	S11°10'13"E
C31	31.00'	7.78'	14°27'11"	7.76'	N08°16'28"W
C32	31.00'	38.43'	71°01'30"	36.07'	N48°58'49"W

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C33	94.00'	86.29'	52°35'47"	86.29'	S23°35'47"E
C34	94.00'	44.79'	27°18'01"	44.37'	S18°14'46"E
C35	31.00'	46.21'	85°24'41"	42.05'	N41°47'13"W
C36	94.00'	131.08'	79°53'49"	120.71'	N44°32'39"W
C37	81.00'	38.70'	27°22'40"	38.34'	S70°48'14"E
C38	96.00'	83.48'	85°24'41"	75.96'	S41°47'13"E
C39	69.00'	93.57'	77°42'06"	86.57'	S45°38'31"E



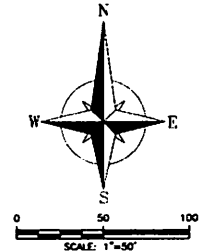
- LEGEND**
- LB LICENSED BUSINESS
  - LS LICENSED SURVEYOR
  - (R) ROAD
  - (CA) CENTRAL
  - SO. FT. SQUARE FEET
  - BM BENCH MARK
  - DB DEED BOOK
  - CPB OFFICIAL RECORDS BOOK
  - PC PLAT
  - ELEV. ELEVATION
  - P.U.T. PUBLIC UTILITY EASEMENT

- (P.P.) PERMANENT CONTROL POINT, UNLESS OTHERWISE NOTED, DENOTES A MARK WITH 2" BRASS DISK STAMPED "P.P. BANKS DMC INC. LB 6690"
- (P.M.) PERMANENT RETRIEVE MONUMENT, UNLESS OTHERWISE NOTED, DENOTES A 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "P.P. BANKS DMC INC. LB 6690"
- UNLESS OTHERWISE NOTED, CHANGE OF DIRECTION OR CURVE OR OTHER CHANGE OF DIRECTION IN RIGHT OF WAY
- PLAT BENCH MARK (SEE BENCH MARK NOTE)

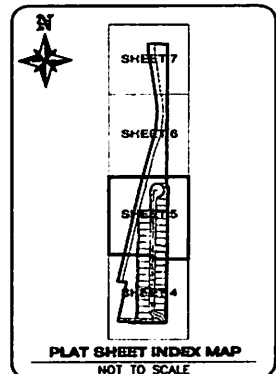
PROSPECT POINT  
A SUBDIVISION LYING IN  
SECTIONS 17 & 20, TOWNSHIP 35  
SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA.  
SUBDIVISION  
DETAIL SHEET

**BANKS  
ENGINEERING**  
Professional Engineers, Planners & Land Surveyors  
1144 Talavera Road, Suite 105, Sarasota, FL 34243  
(941) 360-1618 • FAX (941) 360-6977

**PROSPECT POINT**  
A SUBDIVISION LYING IN  
SECTIONS 17 & 20, TOWNSHIP 35  
SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA.  
**SUBDIVISION  
DETAIL SHEET**



- SYMBOL LEGEND**
- (PCP) PERMANENT CONTROL POINT, UNLESS OTHERWISE NOTED, DENOTES A MAG NAIL WITH 2" BRASS DISK STAMPED "PCP BANKS ENG INC LB 6690"
  - (PRM) PERMANENT REFERENCE MONUMENT, UNLESS OTHERWISE NOTED, DENOTES A 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "PRM BANKS ENG INC LB 6690"
  - (OTHER) UNLESS OTHERWISE NOTED, DENOTES A POINT OF CURVE OR OTHER CHANGE OF DIRECTION IN RIGHT OF WAY
  - ⊙ PLAT BENCH MARK (SEE BENCH MARK NOTE)
- LEGEND**
- LB LICENSED BUSINESS
  - LS LICENSED SURVEYOR
  - (R) RADIAL
  - (NR) NOT RADIAL
  - (OA) OVERALL
  - SO. FT. SQUARE FEET
  - SB BENCH MARK
  - DB DEED BOOK
  - ORB OFFICIAL RECORDS BOOK
  - PG PAGE
  - ELEV. ELEVATION
  - P.U.E. PUBLIC UTILITY EASEMENT



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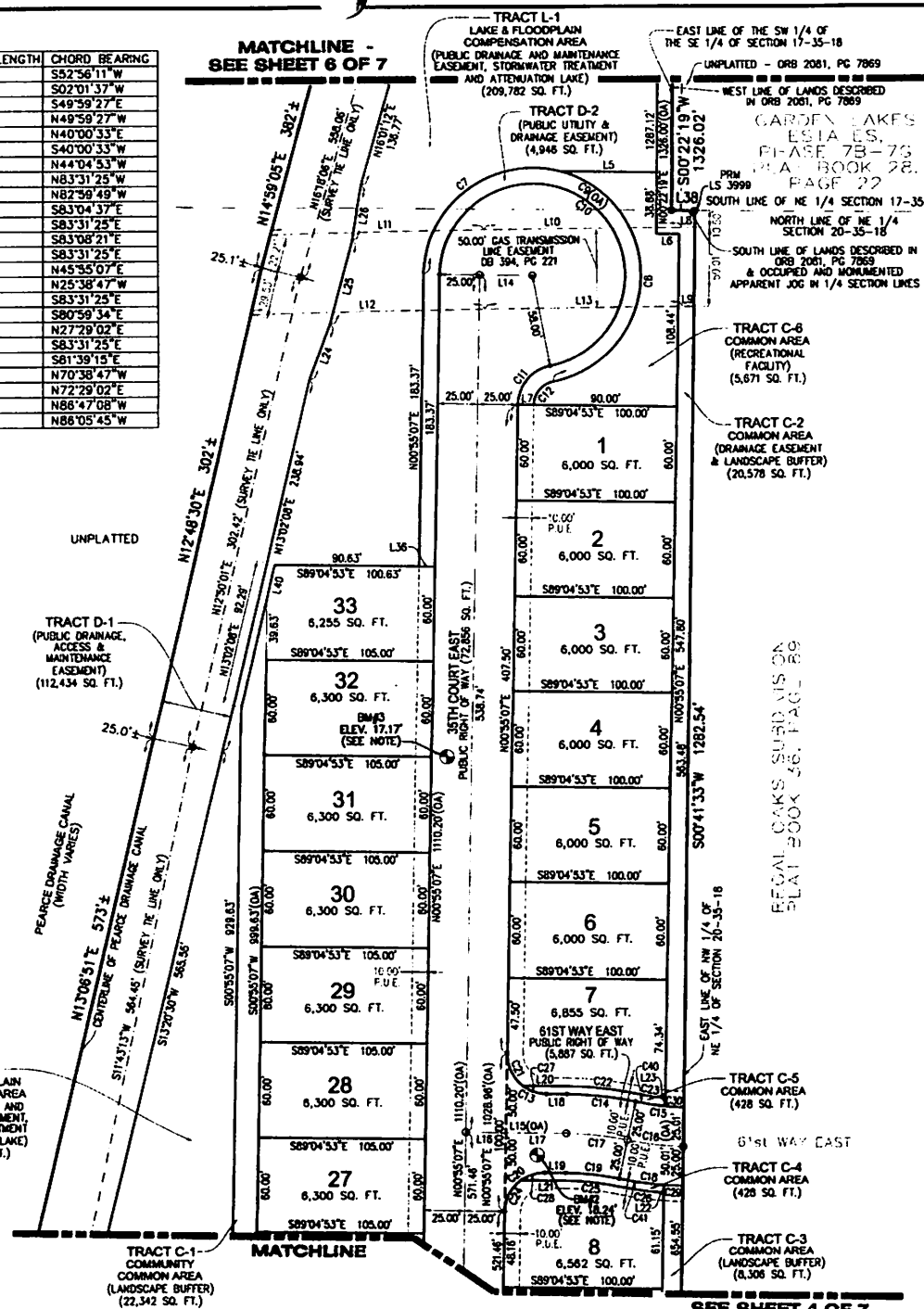
**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C7	68.00'	123.47'	104°02'11"	107.20'	S52°56'11" W
C8	68.00'	182.94'	154°08'46"	132.55'	S02°01'37" W
C9	68.00'	306.42'	258°10'54"	105.56'	S49°59'27" E
C10	58.00'	261.35'	258°10'52"	90.03'	N49°59'27" W
C11	25.00'	34.11'	78°10'52"	31.53'	N40°00'33" E
C12	15.00'	20.47'	78°10'52"	18.92'	S40°00'33" W
C13	25.00'	39.27'	90°00'00"	35.36'	N44°04'53" W
C14	225.00'	43.65'	11°06'54"	43.58'	N83°31'25" W
C15	175.00'	30.73'	10°03'41"	30.89'	N82°58'49" W
C16	200.00'	35.68'	10°13'17"	35.63'	S83°04'37" E
C17	200.00'	38.80'	11°06'54"	38.74'	S83°31'25" E
C18	225.00'	40.63'	10°20'45"	40.57'	S83°08'21" E
C19	175.00'	33.95'	11°06'54"	33.90'	S83°31'25" E
C20	25.00'	39.27'	90°00'00"	35.36'	N45°55'07" E
C21	25.00'	23.18'	53°07'48"	22.38'	N25°38'47" W
C22	230.00'	44.82'	11°06'54"	44.55'	S83°31'25" E
C23	170.00'	17.96'	08°03'11"	17.95'	S80°59'34" E
C24	25.00'	23.18'	53°07'48"	22.38'	N27°29'02" E
C25	170.00'	32.08'	11°06'54"	32.93'	S83°31'25" E
C26	230.00'	29.81'	07°22'53"	29.59'	S81°39'15" E
C27	25.00'	16.09'	36°52'12"	15.81'	N70°38'47" W
C28	25.00'	16.09'	36°52'12"	15.81'	N72°29'02" E
C29	225.00'	11.99'	03°03'12"	11.99'	N86°47'08" W
C30	175.00'	11.80'	03°51'49"	11.80'	N86°05'45" W

**LINE TABLE**

LINE	BEARING	DISTANCE
L5	S89°06'06" E	60.59'
L6	S89°24'45" E	14.55'
L7	N89°04'53" W	10.00'
L8	N89°46'06" E	7.92'
L9	S89°46'06" W	8.99'
L10	S89°29'07" W	124.56'
L11	S88°52'35" W	133.73'
L12	S88°52'35" W	146.74'
L13	S89°29'07" W	124.17'
L14	N89°04'53" W	33.00'
L15	S89°04'53" E	62.89'
L16	S89°04'53" E	25.00'
L17	S89°04'53" E	37.89'
L18	S89°04'53" E	12.89'
L19	S89°04'53" E	12.89'
L20	S89°04'53" E	27.89'
L21	S89°04'53" E	27.89'
L22	N00°55'07" E	5.01'
L23	N00°55'07" E	5.02'
L24	N20°30'34" E	37.19'
L25	N14°52'30" E	54.53'
L26	N08°44'15" E	35.36'
L36	S89°04'53" E	10.00'
L38	S89°24'45" E	14.69'
L40	N13°02'08" E	20.83'

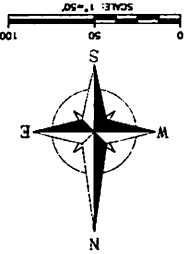
**BENCH MARK NOTE:**  
BM#2 SQUARE CUT ON CURB INLET WITH DISK STAMPED "BANKS ENG. INC. LB 6690", ELEVATION 18.27  
BM#3 SQUARE CUT ON CURB INLET WITH DISK STAMPED "BANKS ENG. INC. LB 6690", ELEVATION 17.17



MATCHLINE -  
SEE SHEET 6 OF 7

SEE SHEET 4 OF 7

**PROSPECT POINT  
A SUBDIVISION LYING IN  
SECTIONS 17 & 20, TOWNSHIP 35  
SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA.**



**SYMBOL LEGEND**

- (PCP) PERMANENT CONTROL POINT, UNLESS OTHERWISE NOTED, DENOTES A M.C. NAIL WITH 2" BRASS DISK STAMPED "PCP BANKS INC INC LB 6690"
- (PRA) PERMANENT REFERENCE MONUMENT, UNLESS OTHERWISE NOTED, DENOTES A 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "PRA BANKS INC INC LB 6690"
- UNLESS OTHERWISE NOTED, DENOTES A POINT OF CURVE OR OTHER CHANGE OF DIRECTION IN RIGHT OF WAY
- ⊙ PLAT BENCH MARK (SEE BENCH MARK NOTE)

**LEGEND**

- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- (R) ROAD
- (CA) CEMETERY
- (M) MOT. RAIL
- 50 FT. SQUARE FEET
- BM BENCH MARK
- DB DEED BOOK
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- ELEV. ELEVATION
- PUB. PUBLIC UTILITY EASEMENT



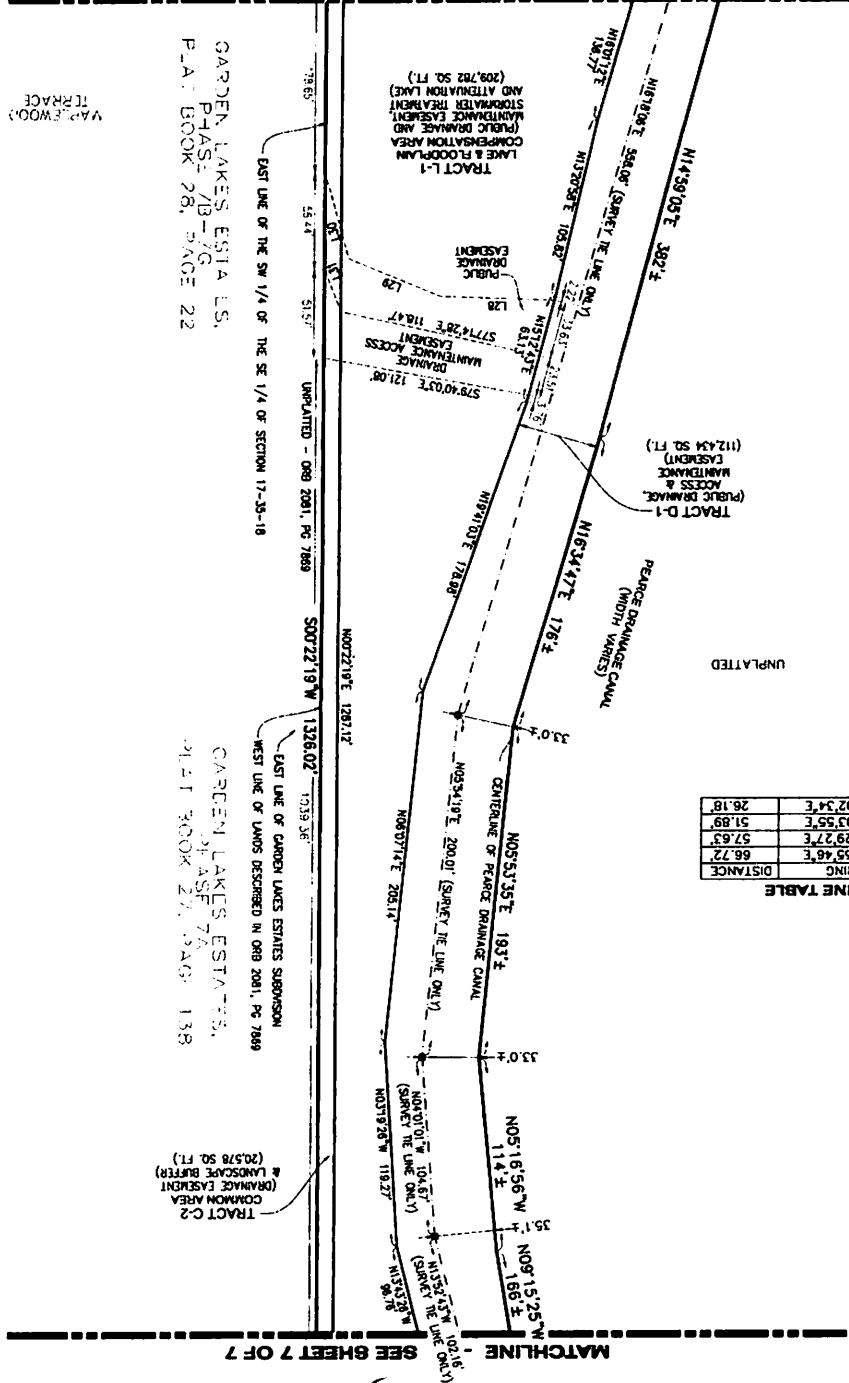
**PLAT SHEET INDEX MAP**



NOT TO SCALE

**BANKS ENGINEERING**  
Profession Engineers, Planners & Land Surveyors  
1144 Tolwood Road, Suite 105, Sorocco, FL 34243  
(407) 360-1618 • FAX (407) 360-6917

SEE SHEET 7 OF 7



**LINE TABLE**

LINE	BEARING	DISTANCE
L28	S87°55'48"E	66.72
L29	S67°29'27"E	57.63
L30	S15°03'55"E	51.89
L31	S21°02'34"E	26.18

AN ACT ENACTED  
FOR THE PURPOSES  
OF CHAPTER 20,  
SECTION 1588

MATCHLINE - SEE SHEET 8 OF 7

GARDEN LAKES EST. A ES.  
PHASE 7B-7G  
PLAT BOOK 26, PAGE 22

EAST LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 17-35-18

EAST LINE OF GARDEN LAKES ESTATES SUBDIVISION

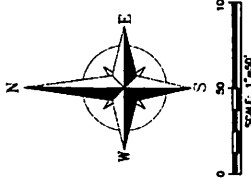
GARDEN LAKES EST. A ES.  
PHASE 7A  
PLAT BOOK 27, PAGE 138

TRACT C-2  
(COMMON AREA  
& LANDSCAPE EASEMENT  
(20,578 SQ. FT.))

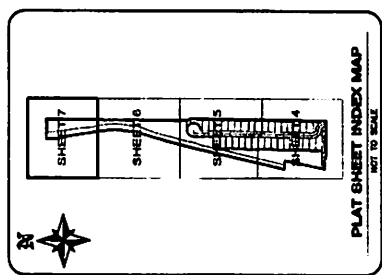
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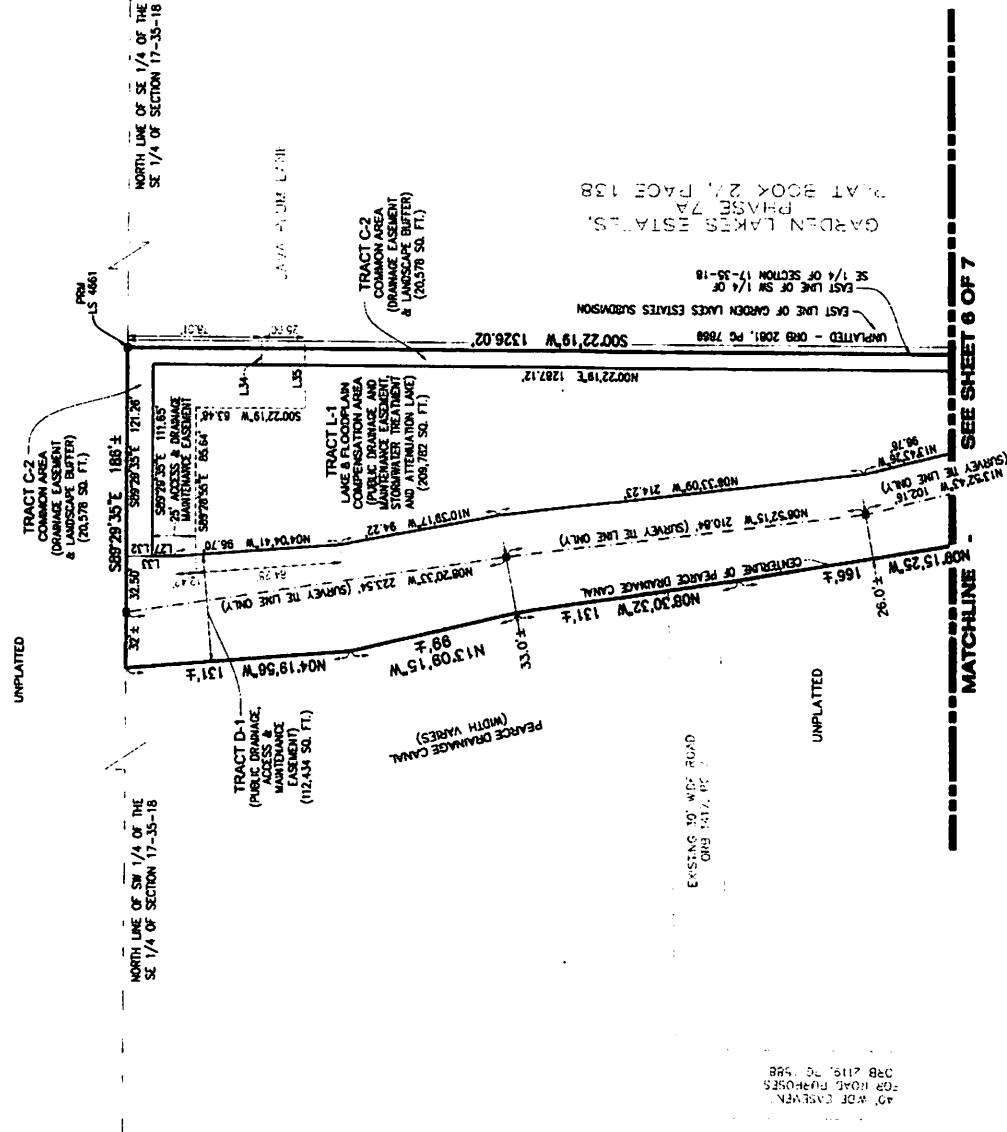
**PROSPECT POINT**  
A SUBDIVISION LYING IN  
SECTIONS 17 & 20, TOWNSHIP 36  
SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA.  
**SUBDIVISION  
DETAIL SHEET**



- SYMBOL LEGEND**
- (POP) PERMANENT CONTROL POINT, UNLESS OTHERWISE NOTED, DENOTES A MAG NAIL WITH 2" BRASS DISK STAMPED "POP BANKS ENC INC LB 6880"
  - (PRM) PERMANENT REFERENCE MONUMENT, UNLESS OTHERWISE NOTED, DENOTES A 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "PRO BANKS ENC INC LB 6880"
  - UNLESS OTHERWISE NOTED, DENOTES A POINT OF CURVE OR OTHER CHANGE OF DIRECTION IN RIGHT OF WAY
  - ⊙ PLAT BENCH MARK (SEE BENCH MARK NOTE)
- LEGEND**
- LB LICENSED BUSINESS
  - LS LICENSED SURVEYOR
  - PL PLAT
  - RM RIGHT OF WAY
  - OV OVERALL
  - SO SQ. FT.
  - SM SQUARE FEET
  - BM BENCH MARK
  - DB DEED BOOK
  - DR DEED RECORDS BOOK
  - PC PLAT
  - ELEV. ELEVATION
  - P.U. PUBLIC UTILITY EASEMENT



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**LINE TABLE**

LINE	BEARING	DISTANCE
L-1	N00°03'30\"/>	

40' WIDE DRIVEWAY  
003 ROAD RIGHT-OF-WAY  
008 215' TO 588'

SEE SHEET 6 OF 7



EXHIBIT "B"

ARTICLES

Prepared by and Return to:  
Brett M. Sarason, Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, Florida 34236  
(941) 366-9181 (Telephone)



**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PROSPECT POINT, A SUBDIVISION**

The undersigned officers hereby certify that the attached amendment to the Declaration of Covenants, Conditions, and Restrictions of **PROSPECT POINT, A SUBDIVISION**, has been approved by an instrument in writing signed and acknowledged by the owners of not less than thirty (30%) percent of the Lot Owners within the Prospect Point Subdivision which is sufficient for adoption pursuant to Article XVI, Section 5, of the Declaration of Covenants. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

The original Declaration of Covenants, Conditions, and Restrictions of **PROSPECT POINT, A SUBDIVISION** is recorded at Official Records Book 2498, Page 7227 *et seq.* of the Public Records of Manatee County, Florida.

Dated this 23 day of November, 2018.

Signed, sealed and delivered in the presence of:

Sign: *Maria E. Young*

Print: MARIA E. YOUNG

Sign: *Paul Yoder*

Print: PAUL YODER

Sign: *Karla Gonzalez*

Print: Karla Gonzalez

Sign: *Luz Angela Romero*

Print: Luz Angela Romero

**PROSPECT POINT HOMEOWNERS  
ASSOCIATION, INC.**

By: *Charles Daughtry*  
Charles Daughtry, President  
Alice Tsiperovich

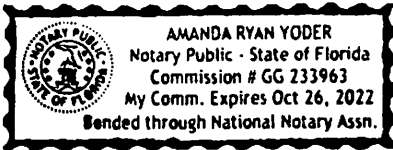
ATTEST:  
By: *Christian McGowan*  
Christian McGowan, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 23 day of Nov., 2018, by ~~Charles Daughtry~~ as President of Prospect Point Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

My Commission expires: Alice Tsiperovich  
NOTARY PUBLIC

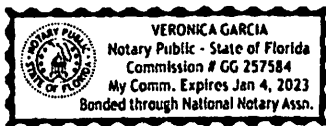


Sign: \_\_\_\_\_  
Print: Amanda Yoder  
State of Florida at Large (Seal)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2018, by Christian McGowan as Secretary of Prospect Point Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission expires: \_\_\_\_\_  
NOTARY PUBLIC



Sign: \_\_\_\_\_  
Print: Veronica Garcia  
State of Florida at Large (Seal)

**AMENDMENT**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PROSPECT POINT, A SUBDIVISION**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

**ARTICLE V.  
PROPERTY RIGHTS.**

...

**Section 2. Common Areas.**

...

**(e) Recreational Facility and Area. Tract C-6, as depicted on Subdivision Plat Book 56, Page 94 of the Public Records of Manatee County, Florida contains a recreational facility and area for the use and enjoyment of the Lot Owners. Due to lack of use and the estimated cost to maintain and repair the aging playground equipment, the Association's Board of Directors is authorized to permanently remove the playground equipment and structures from this area. The Association's Board of Directors may further alter and improve the Common Areas for the use and benefit of the Lot Owners.**