

This Instrument Prepared by:  
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**MASTER DECLARATION OF COVENANTS AND  
RESTRICTIONS  
FOR  
UNIVERSITY GROVES**

THIS DECLARATION is made this 8<sup>th</sup> day of July, 2005, by **UNIVERSITY PARKWAY PROPERTIES, LLC**, a Florida limited liability company (hereafter called "**Declarant**") joined by **UNIVERSITY GROVES DEVELOPMENT, LLC**, a Florida limited liability company ("**Master Developer**").

**BACKGROUND**

**A.** Declarant is the fee owner of a parcel of land located in Manatee County, Florida, legally described on Exhibit "A" hereto (the "Property") which is a part of a larger parcel of land located in Manatee County, Florida, legally described in Exhibit "B" hereto, also owned in fee by Declarant, (sometimes herein called the "Total Properties" or the "Total Property"). By agreement, Declarant has appointed Master Developer as the Developer for the Property and has assigned to Master Developer all of Declarant's development rights, duties and responsibilities with respect to the development on the Property to be known as "University Groves". Master Developer has developed plans for University Groves, but has not committed, and does not hereby legally commit itself, nor the Declarant, to develop the Property nor to sell to others to develop, as allowed under the governmental zoning and land use regulations applicable to the Property, and such other uses Master Developer deems desirable, in its sole discretion, together with certain amenities and facilities for the common use and enjoyment of the owners of Building Sites located within University Groves pursuant to a general plan of development. The remaining portion of the Total Properties not hereby subjected to this Declaration but may hereinafter be subjected to this Declaration and added to the Properties upon request by the Master Developer, but Declarant may not be obligated to do so; and

**B.** Declarant is hereby subjecting that portion of the Total Properties which is more particularly described in Exhibit "A" (the "Properties" or "Property"), to the terms of provisions of this Declaration; and

**C.** In order to: (i) insure that such general plan of development is adhered to; and (ii) establish certain continuing relationships in the form of mutual rights and obligations between Developer, the developers of portions of the Properties and the person or persons who acquire ownership of Building Sites developed in University Groves, and their respective successors, with respect to the use, enjoyment and maintenance of certain areas and facilities (hereinafter described) within University Groves; and (iii) protect, preserve and enhance the value of University Groves, Declarant and Master Developer have determined that this Declaration, establishing certain easements, servitudes, restrictions, and conditions in the form of covenants running with the land, shall be binding upon, enforceable against and inure to the benefit of all such present and future owners of property developed within University Groves and shall run with title to the land hereby and hereafter subjected to it.

**NOW, THEREFORE**, Declarant and Master Developer hereby declare that title to all portions of the Properties and all Building Sites (as hereinafter defined) now and hereafter existing thereon shall be held, sold, conveyed, encumbered, used and occupied subject to the terms and conditions of this Declaration as covenants running with the land enforceable as aforesaid.

**ARTICLE I**

**DEFINITIONS**

**Section 1.** The following terms when used in this Declaration shall have the following meanings:

(a) "Board" means the Board of Directors of an Association.

(b) "Building Site" shall mean and refer to: (i) the portion of the Properties designed and intended for commercial or residential occupancy which has been or is intended to be conveyed to an Owner as a separate or distinct project; or (ii) a portion of the Properties that the governmental authority has not yet issued a certificate of completion for; or (iii) a subdivision; or (iv) a Condominium;

(c) "Declarant" shall mean UNIVERSITY PARKWAY PROPERTIES, LLC, a Florida limited liability company. In addition, in the event the holder of any mortgage executed by Declarant obtains title to all the Property then owned by Declarant, such mortgagee may elect to become the Declarant by a written election recorded in the Public Records of the County in which the Property is located, and regardless of the exercise of such election, the mortgagee may appoint as Declarant any third party who acquires title to all of the Property owned by the mortgagee by written appointment recorded in the Public Records recorded in the County in which the Property is located. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior Declarant, except as the same may be expressly assumed by the mortgagee or its assigns. In any event, the term "Declarant" shall not include any person or entity acquiring title only to a portion of the Properties or one or more Building Sites, unless Declarant specifically assigns its rights as Declarant to such person or entity.

(d) "Developer" shall mean any person or entity which acquires a portion of the Properties for the purpose of developing Building Sites and any other facilities in connection therewith.

(e) "First Mortgage" shall mean and refer to a Lender, as hereafter defined, which holds a first mortgage encumbering a Building Site, as hereafter defined, and which has notified the Association in writing that it holds the same.

(f) "Lender" shall mean and refer to a commercial or savings bank, savings or buildings and loan association, mortgage company, life insurance company, pension fund, business trust or governmental agency or corporation, including, but not limited to, a real estate investment trust, or any assignee of a loan made by any such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities, or any other person or entity who holds a mortgage encumbering a Building Site, or the Developer if Developer holds a mortgage encumbering any Building Site.

(g) "Land Use Documents" shall mean the declaration, the articles of incorporation, by-laws and the rules, as hereafter defined, of an Owners Association.

(h) "Master Developer" shall mean UNIVERSITY GROVES DEVELOPMENT, LLC, a

Florida limited liability company, its successors and/or assigns.

(i) "Member" shall mean and refer to a member of an Owner Association.

(j) "Owner Association" shall mean and refer to any corporation so identified in a declaration of condominium, declaration of covenants for a subdivision or a cooperative association, filed with respect to any portion of the Properties which association exists for purpose of administering and maintaining such portion of the Properties. For purposes of this Declaration, the Property affected by any such declaration shall be deemed to be operated by, and subject to the jurisdiction of, the respective Owner Association.

(k) "Notice" shall mean and refer to:

(1) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth herein; or

(2) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Manatee County, Florida; or

(3) Notice given in any other manner provided in the Land Use Documents of the particular Owners Association receiving the notice.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Building Site developed upon any portion of the Properties subject hereto but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any holder of a mortgage encumbering a Building Site unless and until such holder has acquired title thereto pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure, provided however, once formed, the Owners Association operating a Building Site shall be deemed to be the Owner of the Building Site for all purposes hereunder.

(m) "Property" or "Properties" means the property which is subject to this Declaration, which property is described in Exhibit "A" attached hereto, plus any additional portion of the Total Properties which may be subject to this Declaration and less any which may be withdrawn by the Declarant from this Declaration, pursuant to an amendment to this Declaration, and includes any Building Sites or improvements constructed thereon.

(n) "Roads" shall mean those private streets, roads, drives, cul-de-sacs, courts and avenues, including the entire right-of-way, as from time to time are improved and exist within any portion of the Properties, or subjected hereto by a Supplemental Declaration.

(o) "Assessment" shall mean a charge against a particular Owner and his Building Site, directly attributable to the Owner, equal to the cost incurred for corrective or enforcement action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

## ARTICLE II

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### EASEMENTS

**Section 1. Easements for Pedestrian and Vehicular Traffic.** Declarant hereby grants non-exclusive easements as designated by Master Developer, with respect to all portions of the Properties for and on behalf of all future Owners within University Groves, appurtenant to such property as each owns, for pedestrian and vehicular traffic over all roads within the Properties and for pedestrian traffic over all walkways within the Properties.

**Section 2. Utilities; Drainage; Easements for Public Service Use.** In addition to the foregoing easements over the Properties, there shall be reserved for Developer, and all future Owners within University Groves, easements and the right to grant the same for public services, including, but not limited to, utilities, irrigation, drainage, water retention and the right of the police to enter upon any part of the Properties for the purpose of enforcing the law. The Owners and Owner Associations, on their own behalf and on behalf of the Members within their jurisdiction each hereby appoints the Developer as their attorney-in-fact for the purpose of granting such additional electric, telephone, cable, drainage, water retention, gas, other utility or service or other easements, or relocating any existing easements or drainage facilities, in any portion of the Property not occupied by a building, and to grant access easements or relocate any existing access easements in any portion of the Property not occupied by a building, as the Master Developer shall deem necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of the Owner, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Building Sites for their intended purposes. The Master Developer, on behalf of the Declarant, all Owner Associations and Owners, (as their attorney-in-fact), shall also have the right to transfer title to utility related equipment, facilities or material to any private or public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Owners Associations. Furthermore, the Master Developer shall have the authority to take any other action, on behalf of the Declarant, all Owner and Owners Associations (as their attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility related equipment, facilities or material are to be so transferred.

**Section 3. Additional Easements.** If any additional property is added by Supplemental Declarations, the Properties shall be subject to the terms and provisions of any easements, restrictions, limitations, covenants and/or conditions pertaining to such additional property and any additional easements, restrictions, limitations, covenants and/or conditions set forth in the Supplemental Declaration pertaining to such additional property.

**Section 4. Waiver.** No Owner may exempt himself from personal liability for Special Assessments duly levied by the Master Developer, or release the Building Site owned or operated by him from the liens and charges hereof.

## ARTICLE III

### COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Master Developer, and each developer for each Building Site now or hereafter constructed by it within University Groves and

subjected to this Declaration, hereby covenants, and each successor Owner of any Building Site, is deemed to covenant and agree to pay to the Master Developer the Assessments, to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorneys' and paralegal's fees for the collection thereof, shall be a charge and secured by a continuing lien upon the Building Site against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' and paralegals' fees, shall also be the personal obligation of the Owner of such Building Site at the time when the assessment fell due. Subject to provisions of this Declaration protecting First Mortgagees, the personal obligation for delinquent assessments shall pass to and be assumed by the successors-in-title of such Owner.

**Section 2. Assessments Against Owner.** The cost incurred by Master Developer for any maintenance, repairs or replacements within the Properties which arises out of or is caused by the willful or negligent act of the Owner, his lessees, guests or invitees shall be done at said Owners expense or an Assessment against Owner therefore shall be made against his Building Site(s). In addition thereto, any cost or expense of Master Developer, including but not limited to reasonable attorney's and paralegal's fees incurred by Master Developer, at trial and appellate, bankruptcy and post judgment enforcement proceedings, to enforce the terms and provisions of this Declaration, shall be an Assessment against the Owner and shall be made against his Building Site. All Assessments against an Owner shall be due and payable within 10 days after the date of demand therefore from Master Developer to the Owner.

### **ARTICLE III**

#### **COLLECTION OF ASSESSMENT, LIEN, DEFAULT AND ENFORCEMENT**

##### **Section 1. Defaults and Collection of Assessments.**

(a) **Interest.** If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, the Master Developer may charge such Owner interest at the highest rate permitted by law, not exceeding eighteen percent (18%) per year, on the amount owed to the Master Developer from and after said ten (10) day period.

(b) **Collection.** In the event any Owner fails to pay any Assessment or other monies due to the Master Developer within ten (10) days after written demand, the Master Developer may take any action deemed necessary in order to collect such Assessments including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, recording a claim of lien as hereinafter provided, and foreclosing the same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the Owner shall be liable to the Master Developer for all costs and expenses incurred by the Master Developer incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for the same, including reasonable attorney's fees (which shall include paralegal fees for paralegals working under the attorney's supervision) and all sums paid by the Master Developer for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Master Developer's lien. The Master Developer or Declarant shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it.

(c) **Lien for Assessment and Monies Owed to Developer.** The Developer shall have a lien on all property owned and/or subject to the jurisdiction of any Owner for any unpaid Assessments or other monies owed to the Master Developer by such Owner, and for interest, reasonable attorney's fees (which shall include paralegal's fees for paralegals working under the attorney's supervision) incurred by the incident to the

collection of the Assessments and other monies, or enforcement of the lien, and for all sums advanced and paid by the Master Developer for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Master Developer's lien. The lien is effective from and after the recording of a claim of lien in the public records of the County in which the Property is located, stating the description of the Property being liened, the name of the Owner which owns and/or has jurisdiction over the Property being liened, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Master Developer. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(d) **Transfer after Assessment.** The Master Developer's lien shall not be affected by the sale or transfer of any portion of the Property, and in the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, and other costs and expenses owed to the Master Developer which are attributable to any portion of the Property purchased by or transferred to such new Owner.

**Section 2. Non-Monetary Defaults.** In the event of a violation by any Developer, Member or Owner (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Master Developer shall notify the Developer, Member or Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Developer, Member or Owner fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the Master Developer, the Master Developer may, at its option:

(a) Commence an action to enforce the performance on the part of the Member, Developer or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Commence an action to recover damages; and/or

(c) Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, or performing any maintenance, repair or replacement required to be performed by this Declaration.

All expenses incurred by the Master Developer in connection with the correction of any failure, or the commencement of any action against any Member, Developer, or Owner, including reasonable attorney's fees (which shall include paralegal fees for paralegals working under the attorney's supervision), shall be assessed against the applicable Member, Developer, or Owner, and shall be due upon written demand by the Declarant. The Master Developer shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorney's fees (which shall include paralegal fees paid for paralegals working under the attorney's supervision) incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the Property is located.

**Section 3. Curing of Default.** Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the Master Developer, the Master Developer shall record an appropriate release of lien, upon payment by the defaulting Owner of a fee, to be determined by the Declarant, but not to exceed \$100.00, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by Master

Developer stating the indebtedness secured by the liens upon any Building Site created hereunder shall be conclusive upon the Master Developer and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request and payment of a reasonable fee therefore not to exceed \$100.00.

**Section 4. Cumulative Remedies.** The assessment liens and the right to foreclose and sale there under shall be in addition to and not in substitution for all other rights and remedies which the Master Developer and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

**Section 5. Subordination of the Lien.** The sale or transfer of any Building Site shall not affect the Assessment lien. Liens securing all Assessments under this Declaration shall be superior to liens for assessments of Owners Associations operating portions of the Properties within University Groves notwithstanding the lien of the Owners Association is recorded first.

#### **ARTICLE IV**

#### **MAINTENANCE AND REPAIR OBLIGATIONS**

**Section 1. Maintenance Obligations of Owners.** It shall be the duty of the Owners of Building Sites and each Owners Association at their sole cost and expense, subject to the provisions of this Declaration, to maintain, repair, replace and restore areas subject to their exclusive control, in a neat, sanitary and attractive condition and each shall be responsible for complying with all provisions of this Declaration. In the event that any such Owners or Owners Associations shall permit any improvement, which it is their responsibility to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Master Developer shall have the right, but not the duty, upon fifteen (15) days prior written notice to the appropriate Owners Association, or to such Owners, to correct such condition and to enter upon such property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owners Association or Owners, as the case may be. Said cost shall be an Assessment and shall create a lien upon the portion of the Property subject to the jurisdiction of the Owners Association or owned by the Owner, as the case may be, enforceable as set forth in this Declaration.

**Section 2. Exterior Appearance and Design.** The Owners or Owners Association, as applicable, of Building Sites upon which a building is located which has suffered damage may apply for approval for reconstruction, rebuilding or repair of the improvements therein to the Declarant. Application for such approval shall be made in writing together with drawings and elevations showing the proposed reconstruction and the end result thereof. The Master Developer shall grant such approval only if upon completion of the work the exterior appearance and design will be substantially the same as that which existed prior to the date of the casualty. Failure of the Master Developer to act within thirty (30) days after receipt of such request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof.

The Owner(s) or Owners Association(s), as applicable, of Building Sites containing any damaged building, shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

## ARTICLE V

### USE RESTRICTIONS

All real property comprising University Groves, and any additional lands which may become subject to this Declaration by Supplemental Declaration, shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Master Developer in Sections 9 and 22 hereof.

**Section 1. Location of Building(s).** All buildings or any portion thereof shall be constructed on a Building Site in conformance with all applicable zoning requirements and such rules, regulations and standards as the Master Developer (and Design Review Committee, if such Committee is established) may establish from time to time.

**Section 2. Prior Approval of Plans.** No buildings, structures, parking areas, material changes in landscaping, exterior signs or other forms of exterior improvements of any type shall be erected, placed, improved, modified or changed in any manner, the foregoing hereinafter being collectively referred to as (the "Improvement") on any Building Site until detailed plans and specifications, including without limitation when appropriate, landscaping plans and site plans showing the location of such Improvements, hereinafter referred to as (the "Improvements Plans & Specifications") have been approved in writing by Master Developer (and Design Review Committee) as to architectural and construction design, as to location on the Building Site, taking into consideration topography and finished ground elevation, and in conformance with all other applicable restrictions of record, zoning requirements and such rules, regulations and standards as the Master Developer (and Design Review Committee) may establish from time to time. Once approved in writing by the Master Developer (and Design Review Committee), no changes, modifications or alterations affecting the exterior of the improvements shall be made in said Improvement's Plans & Specifications without Master Developer's (and Design Review Committee) written approval thereof as provided herein. Any Improvements Plans & Specifications submitted pursuant to this Paragraph shall be approved or rejected, in writing, by the Master Developer (and Design Review Committee) within forty-five (45) days after receipt of the same. In the event that the Master Developer (and Design Review Committee) fails to approve or disapprove said Improvements Plans & Specifications within forty-five (45) days after submission, such Improvements Plans & Specifications shall be deemed approved, except that no express restriction set forth in this Declaration shall be deemed to have been waived by such approval. One copy of the Improvement's Plans & Specifications submitted under this provision may be retained by the Master Developer (and Design Review Committee). Neither the owner, lessee or any occupant of a Building Site shall paint, modify, alter or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface of any building or other improvements constructed within the Building Site; place any sunscreen, blinds or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any building or other improvements constructed within the Building Site without a solid, light color liner acceptable in color to the Master Developer (and Design Review Committee); or place any mini blinds or vertical blinds at the windows of any building or other improvements constructed within the Building Site unless the color thereof is white or other light color approved by the Master Developer (and Design Review Committee); tint, color or otherwise treat or apply anything to any window which in the opinion of the Master Developer (and Design Review Committee) will adversely affect the exterior appearance of any building or other improvements constructed within the Building Site; install any reflective glass windows; plant any planting outside of any building or other improvements constructed within the Building Site except upon written approval of the landscaping plan by the Master Developer (and Design Review Committee); erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within or on the Property; nor any of the

foregoing without the prior written consent of the Master Developer (and Design Review Committee);

**Section 3. Permitted Uses.** It is understood that University Groves is to be developed for such uses as are in conformance with all applicable zoning requirements and such rules, regulations and standards as the Master Developer may establish from time to time, and which are in the opinion of the Master Developer, harmonious with the intent of this Declaration. However, there shall be no uses permitted which will be offensive to the University Groves development by reason of odor, fumes, dust, smoke, noise or pollution, or such uses as would be hazardous by reason of danger of fire or explosion. All uses permitted shall be carried on within fully enclosed buildings and no outside activities shall be permitted except parking, loading and unloading of motor vehicles without the prior written approval of the Master Developer.

**Section 4. Building Materials.** To maintain a quality standard of construction and appearance and to provide pleasing and tasteful exteriors and colors, all exterior walls of any buildings are to be constructed of durable, permanent materials (such as face brick, stucco, siding or other architectural surfaces), approved by Master Developer (and Design Review Committee) from time to time and in a manner so as to have the ability to withstand normal causes of deterioration with normal maintenance procedures. All roofs shall be architecturally compatible with the building when viewed from all sides of the building.

**Section 5. Landscaping.** Every Building Site on which a building is placed shall be landscaped according to plans approved by the Master Developer as provided herein and in conformance with all applicable zoning requirements and such rules, regulations and standards as the Master Developer (or Design Review Committee) may establish from time to time. Such landscaping shall be installed by the Owner prior to the issuance of a Certificate of Occupancy and thereafter shall be maintained by the Owner as set forth in Article IV, Section 1. It is the intent and desire of the Master Developer to achieve environmental unity within the University Groves development through landscaping. Underground irrigation systems on every Building Site will be required. All Building Site areas not covered by drives, walks, parking shall be sodded or landscaped. Material landscape plan changes shall require approval by the Master Developer (and Design Review Committee) as provided herein.

**Section 6. Parking Areas.** To enhance the appearance of each Building Site, all parking lots, driveways and walks, if any, located within a Building Site or real property operated by an Owners Association, shall be surfaced with asphalt, concrete, brick or a like material specifically approved by Master Developer (and the Design Review Committee). All Building Site lighting and building lighting shall be in conformance with all applicable zoning requirements and such rules, regulations and standards as the Master Developer (and the Design Review Committee) may establish from time to time. No use shall be made on any Building Site which will require parking in excess of the parking spaces available to the Building Site.

**Section 7. Utility Connections.** All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas, water, sewer or other apparatus shall be located on any power pole or hung on the outside of any building without the prior written consent of Master Developer (and Design Review Committee), but the same shall be placed on or below the surface of the land. Where electrical, telephone, air conditioning and other apparatus are placed on the surface, such equipment shall be adequately screened with landscaping plantings and/or decorative walls, and if required by Master Developer (and the Design Review Committee), fenced, and all such utility locations shall be subject to the prior written approval of the Master Developer (and the Design Review Committee). Meters may be located on the sides of buildings. No window air conditioning units shall be allowed.

**Section 8. Waste Materials.** Dumpsters must be enclosed with architecturally compatible materials and design. Any exterior collection or dumpster areas approved or provided herein must be located and built to be compatible with architecture of the Building Site.

**Section 9. Signs.** Except for signs approved in writing by Master Developer and constructed in accordance with such standards as may be established from time to time by Master Developer, which standards may be varied by Master Developer, no billboards, signs, or other devices of any advertising character shall be erected, posted, painted, displayed, or permitted upon any part of the University Groves development except for the place designed therefore by Master Developer at the entrances to the Property. However, Master Developer reserves the right to construct or cause to be constructed such street markers, traffic signs, directional signs, directories, building and/or suite identification signs or other free-standing signs which, in the opinion of the Master Developer, are necessary to properly identify the University Groves development or any structure and related parking areas upon property within University Groves.

**Section 10. Maintenance.** All parties having or acquiring any right, title, or interest in a Building Site shall be primarily responsible for maintaining and all buildings and improvements on such Building Site in good order and repair, shall keep such buildings, improvements painted, and shall otherwise maintain the Building Site and all buildings and improvements thereon in an aesthetically pleasant manner. The Owner or Owners Association, as applicable shall maintain the landscaping, driveways, walks and parking lots on each Building Site for and at the expense of each Owner or Owners Association, as applicable. Maintenance of landscaping shall include replanting as needed. Maintenance of driveways, walks and parking lots shall include sealing, cleaning and resurfacing as needed. Any improvement which is damaged by the elements, or from fire or any other cause shall be repaired or restored by the Owner or Owners Association, as applicable, as promptly as the extent of the damage will permit. Damage to landscaping, driveways, walks and parking lots shall be repaired or restored to the condition existing immediately prior to such damage by the Owner or Owners Association, as applicable, as promptly as the extent of the damage will permit; if not so repaired or restored by the Owner or Owners Association, as applicable, the necessary repair and restoration shall be carried out by Master Developer for the account of the Owner or Owners Association, as applicable, at the Owners or Owners Association, as applicable, expense and the Master Developer shall render a statement therefore to the Owner or Owners Association, as applicable, which statement shall be due and payable ten (10) days after rendered, and if not so paid, shall bear interest at the rate of eighteen percent (18%) per annum (or, if such rate of interest exceeds the maximum rate permitted by law to any Owner or Owners Association, as applicable, then at the maximum rate permitted by law as to such Owner or Owners Association, as applicable), and the amount of such statement shall become a lien against the Building Site of such Owner or Owners Association, as applicable. Completed buildings which should happen to be vacant for any reason shall be kept locked by the Owner or Owners Association, as applicable, in order to prevent the entrance thereto by vandals.

**Section 11. Subdividing.** No Building Site shall be divided or subdivided until a plan for such proposed subdivision or division has been submitted to and approved in writing by the Master Developer (and Design Review Committee); provided however, this shall not prohibit leasing or subleasing a portion of improvements constructed on a Building Site.

**Section 12. Zoning Codes and Ordinances; Rules, Regulations and Standards.** All provisions of the zoning codes and ordinances in effect at the time of conveyance shall be complied with and the Owner or Owners Association shall not petition for variation or other relief with respect to such zoning codes and ordinances without prior written approval of Master Developer (and Design Review Committee). Master Developer (and Design Review Committee) may establish such additional rules, regulations and standards as

the Master Developer (and Design Review Committee), in its sole opinion, deems necessary to effectuate the intentions and purposes set forth herein.

**Section 13. Driveways.** All roads and driveways shall be maintained in the style originally established by the Master Developer.

**Section 14. Exterior Antennae.** No exterior radio, television or other electronic device antennae shall be permitted on the exterior of any building within a Building Site or any portion of the Property without the prior written approval of the Master Developer.

**Section 15. Parking.** Automobile parking spaces may be used only for parking automobiles that are in operating condition and for no other purposes, and no parking space may be used by a person other than an occupant (or its employees) of a building located on a Building Site or a guest of an occupant when actually visiting an occupant. The word "automobiles" as used herein shall not include campers, recreational vehicles, boats, trailers, or any vehicle not susceptible to registration by the State of Florida as an "automobile".

**Section 16. Additional Temporary or Permanent Structures.** No structure of a temporary or permanent character, including but not limited to, tents, shacks, garages, barns, or other out buildings shall be used or erected on any of the Properties without the prior approval of the Master Developer.

**Section 17. Alteration and Improvement.** The prior written consent of Master Developer is required in order to enclose, paint, decorate or change the appearance of any portions of the exterior of any of the buildings that may be constructed on the Properties.

**Section 18. Developer.** Until a Developer has sold and conveyed title to all of the residences within the Building Sites within the Properties which it plans to develop, the Developer may use any Building Site it owns as a sales office.

**Section 19. Exterior Improvement's ; Landscaping.** No Owners Association or Owner of a Building Site shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, balconies, patios, doors or windows of any buildings (including awnings, antennae, signs, hurricane or storm shutters, screens, furniture, fixtures and equipment), without the prior written consent of Master Developer.

**Section 20. Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to parking, maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified with respect to other maintenance, repair and replacement.

**Section 21. Maintenance Provisions.** All buildings and other improvements existing under, upon or over any portion of the Property from time to time shall at all times be maintained in accordance with all applicable governmental requirements, and in a first-class condition and in good working order, so as to preserve the beauty, quality and value of all of the Property. Painting or other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or improvements.

**Section 22. Master Developer Exemption.** Master Developer and its successors or assigns will undertake the work of constructing or causing to be constructed such improvements on the Building Sites

owned by Declarant as necessary or desirable for the sale, rental and other disposal of Building Sites and as Master Developer deems essential to the establishment and welfare of University Groves. As used in this Section and its sub-paragraphs, the words "its successors and assigns" specifically do not include purchasers of completed Building Sites. In order that said work may be completed and University Groves established as rapidly as possible, no Owner, Owners Association nor Developer shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(a) Prevent Master Developer, its successors or assigns, or its contractors or subcontractors, from doing on any property owned by them whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of such construction plans and designs as it deems advisable in the course of development (all models or sketches showing plans for future development of University Groves may be modified at any time and from time to time, without notice).

(b) Prevent Master Developer, its successors or assigns, or its representatives, from erecting, constructing and maintaining on any property, owned or controlled by Master Developer, or its successors or assigns or its contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its business or of completing said work and establishing University Groves and disposing of the same by sale, lease or otherwise.

(c) Prevent Master Developer, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Properties.

(d) Prevent Master Developer, its successors or assigns or its contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by Declarant or Master Developer as may be necessary in connection with the sale, lease or other marketing of Building Sites.

**Section 27. Waiver.** Master Developer shall have and retain the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any portion of the Property or Building Site where, in the discretion of the Master Developer, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of Master Developer, to enforce these restrictions from insisting upon strict compliance with respect to all other portions of the Property and Building Sites, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as the same may be applied in the future.

## **ARTICLE VII**

### **DAMAGE OR DESTRUCTION TO PROPERTIES**

In the event of damage or destruction to a Building Site or any portion thereof, the Owner or Owners Association, as applicable, shall cause such Building Site to be repaired and reconstructed substantially as it previously existed.

Each Owner or Owners Association, as applicable, shall be liable for any damage to the Building Site not fully covered by insurance. In the case of joint ownership of a Building Site, the liability of such Owners shall be joint and several.

## **ARTICLE VII**

## INSURANCE

**Section 1. Properties.** The Owner or Owners Association, as applicable, shall keep all improvements within a Building Site insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Owner or Owners Association, as applicable, may deem desirable. The Owner or Owners Association, as applicable, may also insure any other property whether real or personal, owned by the Owner or Owners Association, as applicable, against loss or damage by fire and such other hazards as the Owner or Owners Association, as applicable, may deem desirable, with the Owner or Owners Association, as applicable, as the owner and beneficiary of such insurance. The insurance coverage with respect to the Building Site shall be written in the name of, and the proceeds thereof shall be payable to the Owner or Owners Association, as applicable. Insurance proceeds shall be used by the Owner or Owners Association, as applicable, for the repair or replacement of the property for which the insurance was carried.

**Section 2. Waiver of Subrogation.** As to each policy of insurance maintained by the Owner or Owners Association, as applicable, which will not be voided or impaired thereby, the Owner or Owners Association, as applicable, hereby waives and releases all claims against the Declarant and Master Developer, and the agents and employees of Declarant and Master Developer, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by Declarant or Master Developer, but only to the extent that insurance proceeds are received in compensation for such loss.

**Section 3. Waiver By Insurer.** Whenever obtainable, insurance policies maintained by the Owner or Owners Association, as applicable, shall provide for the following: (a) that the policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Master Developer defined; (b) waive the insurer's right of subrogation against the Declarant and Master Developer; (c) the insurance is not prejudiced and the insurer may not avoid liability for a loss that is caused by an act of the Master Developer; and (d) the policy is primary in the event that Master Developer has other insurance covering the same loss.

## ARTICLE VIII

### ENCROACHMENTS - EASEMENTS

**Section 1. Encroachments.** If any encroachment shall hereafter occur as the result of: (a) construction of any building or other improvements; (b) settling or shifting of a building or other improvements; (c) any alteration or repair to the Properties; or (d) any repair or restoration of any building or other improvements or any of the Properties after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any building, improvements or Properties, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

**Section 2. Pipes, Wires, Ducts, Cables, Conduits, Utility Lines, Equipment, Machinery, etc.** Each portion of University Groves shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, cables, conduits, equipment, machinery, public or private utility lines, drainage facilities and similar or related facilities located in University Groves and serving such portion thereof. Each portion of University Groves shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, cables, conduits, equipment, machinery, public or private utility lines drainage facilities and other similar or related facilities located in such

portion of University Groves and serving other portions thereof.

**Section 3. Construction and Sales.** Master Developer (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across such portions of the Properties as are necessary or convenient for construction purposes. Developer (and its agents, employees and designees) shall have, after approval by Master Developer as to size, design and quantity, an easement to erect, maintain, repair and replace, from time to time and which approval may be denied by Declarant, signs on the Properties for the purpose of advertising the sale or lease of Building Sites.

**Section 4. DEDICATIONS.** The Master Developer and Developer shall have the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. This right of Master Developer and each Developer shall terminate when they no longer have any interest in any portion of the Total Property, either as Owner or mortgagee. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Article shall not be subject to the covenants and restrictions contained within this Declaration, unless the instrument so dedicating, granting, or conveying such portion of the Property, interest or easement specifically provides that the same is subject to the covenants and restrictions contained with this Declaration.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** This Declaration may be enforced by the Master Developer as follows:

(a) Breach of any of the covenants contained in the Declaration, and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Master Developer. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees (which shall include paralegal fees for paralegals working under the attorney's supervision) in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The remedies herein provided for breach of the covenants contained in this Declaration, shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(c) The failure of the Master Developer to enforce any of the covenants contained in this Declaration, shall not constitute a waiver of the right to enforce the same thereafter.

(d) A breach of the covenants, conditions or restrictions contained in this Declaration, shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Building Site, provided, however, that any subsequent Owner of such Building Site shall be bound by said covenants, whether such Owners title was acquired by foreclosure sale or otherwise.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Term.** The covenants and restrictions of this Declaration shall run with title and bind the property hereby encumbered, and shall inure to the benefit of and be enforceable by the Master Developer, its

successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, or the date Declarant, its successors or assigns no longer owns any interest in any portion of the Total Properties.

**Section 4. Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of University Groves and for the maintenance of the Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

**Section 5. Amendments.** This Declaration may be amended solely by the unilateral affirmative action of the Declarant. Nothing contained herein shall affect the right of the Declarant and Master Developer, their successor or assigns to make such amendments or Supplemental Declarations as may otherwise be permitted by this Declaration.

**Section 6. No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.

**Section 7. Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Building Site does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

**Section 8. Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Master Developer for the purpose of service for such notice, or to the residence of such person if such person is an individual and no address has been given to the Master Developer, or to the registered agent's address if such person is an entity and no address has been given to the Master Developer. Such address may be changed from time to time by notice in writing to the Master Developer.

**Section 9. No Representations or Warranties.** No representations or warranties of any kind, express or implied, have been given or made by Declarant or Master Developer or their agents or employees in connection with any portion of the Properties, their physical condition, zoning, compliance with applicable laws, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration.

**Section 10. Supplemental Declarations.** From time to time Master Developer, joined by Declarant, or Developer with Master Developer's consent, may execute and file Supplemental Declarations hereto for the purpose of subjecting additional portions of the Total Properties owned by it to the effect of this Declaration and for the purpose of designating and identifying additional land as Properties. Provided, however, notwithstanding the subsequent development of the Properties nothing herein shall obligate them to file Supplemental Declarations with respect to any portion additional real property owned by them. Until additional real property is so subjected to the terms of this Declaration, only the Properties described herein shall be subject to it, notwithstanding reference to all of the Total Properties herein.

**Section 11. Withdrawal and Modification.** Anything herein to the contrary notwithstanding, the Master Developer shall have the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration. Provided however the right shall not permit the removal of any land containing improvements, facilities and amenities which are needed by or were available for use by any Building Site Owners at the time of acquiring their Building Sites.

## ARTICLE X

### DESIGN CONTROL

**Section 1. Design Review Committee.** At Master Developer's option, Master Developer may establish a Design Review Committee whose duties, powers and responsibilities shall be as hereinafter set forth:

(a) The Design Review Committee shall consist of that person or those persons designated by Master Developer. At Master Developer's option, Master Developer may assign to the Developer or Owners Association of a particular Building Site the rights, powers, duties and obligations of the Design Review Committee with respect to improvements constructed within such Building Site. Members of the Design Review Committee need not be officers, directors or members of the Master Developer, and the members thereof shall serve at the pleasure of the Master Developer.

(b) The Design Review Committee shall have the right of specific approval or veto of all architectural, engineering, planning and landscaping aspects of any improvement or development of all portions of the Properties and all buildings or improvements upon any portion of the Property as well as the general plan for development of any portion of the Properties. The Design Review Committee may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes.

(c) No building, sign, outside lighting, fence, wall, walk, dock or other structure or planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of the same shall have been submitted to and approved in writing by the Design Review Committee.

(d) As part of the application process, two complete sets of plans and specifications prepared by professionals as specified by the Design Review Committee shall be submitted for approval by written application on such form as may be provided or required by the Design Review Committee. If the information submitted to the Design Review Committee is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

(e) The Design Review Committee shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the Design Review Committee shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

(f) Unless specifically accepted by the Design Review Committee, all improvements for which approval of the Design Review Committee is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the Design Review Committee in the event that the approval is so conditioned.

(g) The Design Review Committee shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plans of University Groves, in order to preserve the integrity of the overall development. In this respect the Design Review Committee's judgment and determination shall be final and binding.

(h) If the Design Review Committee fails to approve or disapprove the plans and specifications submitted in final and complete form within forty-five (45) days after receipt of a written request for approval or disapproval together with all necessary supporting plans, specifications or information from the Owner or the Owners agent or attorney, then approval shall be deemed to have been given.

(i) The Design Review Committee specifically reserves the right of entry and inspection upon any portion of the Properties for the purpose of determination by the Design Review Committee whether there exists any construction of any improvement which violates the terms of any approval by the Design Review Committee or the Master Developer or of any other covenants, conditions and restrictions to which an applicable deed or other instrument of conveyance makes reference. The Design Review Committee is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of attorney's fees in connection therewith, including fees of paralegals working under the supervision of the attorney.

(j) The Design Review Committee may delegate any or all of its powers hereunder to a Developer or Owners Association or that enacts and enforces architectural control standards as stringent as set forth herein.

(k) A majority of the Design Review Committee may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any member of the Design Review Committee the Master Developer shall replace said member.

(l) The Design Review Committee may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder provided all such rules and regulations shall be filed with and made available to the Owners and Owners Associations.

(m) The Design Review Committee may impose reasonable fees and charges to enable it to carry out its functions.

**Section 2.** Declarant, does not assume any responsibility for the quality of construction or structural soundness of any structures or other improvements built upon any Building Site or compliance with codes or standards. No obligation or liability relating to construction of any Building Sites, structures or other improvements shall result from Master Developer or the Design Review Committee's review or approval of any Plans. Furthermore, Master Developer and Design Review Committee do not evaluate Plans to determine whether the Plans satisfy any applicable governmental requirements. Neither Master Developer, the Design Review Committee nor any of their officers, agents or members shall be liable for any loss, damage, injury or

expense arising out of or in any way connected with the performance of the duties hereunder, unless due to willful misconduct.

**ARTICLE XI**

**MASTER DEVELOPER 'S RIGHTS**

Master Developer's rights under this Declaration shall run with the land and are transferable in all or in part by a written assignment recorded in the Public Records of Manatee County, Florida. Such rights may be transferred in all or part to a successor or assign to Master Developer or to an Owner of a Building Site.

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IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

Signed, sealed and delivered  
In the presence of:

**DECLARANT**

**UNIVERSITY PARKWAY PROPERTIES, LLC,**  
a Florida limited liability company

Gladys Weir  
Printed Name: Gladys Weir

Sheri Fry  
Printed Name: Sheri Fry

By: Robert R. Nelson  
Robert R. Nelson  
Manager

Address: 2801 Fruitville Rd.  
Suite 100  
Sarasota, FL 34237

**MASTER DEVELOPER**

**UNIVERSITY GROVES DEVELOPMENT, LLC,**  
a Florida limited liability company

Gladys Weir  
Printed Name: Gladys Weir

Sheri Fry  
Printed Name: Sheri Fry

By: Robert R. Nelson  
Robert R. Nelson  
Manager

Address: 2801 Fruitville Rd.  
Suite 100  
Sarasota, FL 34237

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2005, by Robert R. Nelson, as Manager of **UNIVERSITY PARKWAY PROPERTIES, LLC**, a Florida limited liability company, on behalf of said company. He is personally known or produced \_\_\_\_\_ as identification.



Sheri Fry  
\* Sheri Fry  
(\*Print Name of Notary Public)  
Notary Public - State of Florida  
My Commission Expires: 10-16-2008

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2005, by Robert R. Nelson, as Manager of **UNIVERSITY GROVES DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of said company. He is personally known or produced \_\_\_\_\_ as identification.



Sheri Fry  
\* Sheri Fry  
(\*Print Name of Notary Public)  
Notary Public - State of Florida  
My Commission Expires: 10-16-2008

**CONSENT OF MORTGAGEE**  
**TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR**  
**UNIVERSITY GROVES**

WHEREAS, WACHOVIA BANK, NATIONAL ASSOCIATION, (hereinafter referred to as the "Mortgagee"), is the holder of the mortgage, executed by Robert R. Nelson, Manager, (hereinafter referred to as the Mortgagor"), to the Mortgagee recorded in Official Record Book 1894, Page 1328, of the Public Records of Manatee County, Florida, (hereinafter referred to as the "Mortgage"), which encumbers the land described on Exhibit "A" to the Master Declaration of Covenants and Restrictions for **UNIVERSITY GROVES**, to which this instrument is attached, hereby consents to the declarations, covenants, restrictions, easements and other terms thereof and agrees that in the event of foreclosure of its mortgage against, or its acquisition of title to the land described on Exhibit "A" as a result of a deed in lieu of foreclosure it, and/or its successors and assigns, will not disturb the rights of any Owners with respect to the land subject to the attached Declaration.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing Master Declaration of Covenants and Restrictions for **UNIVERSITY GROVES** (the "Master Declaration") to be recorded on the public records of Manatee County, Florida and to subordinate the lien and operation of the Mortgage to the Master Declaration;

NOW, THEREFORE, Mortgagee consents to the recordation of the Master Declaration and agrees that the lien and operation of the Mortgage shall be subject to and subordinate to the terms of the Master Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Master Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of **UNIVERSITY GROVES**, and Mortgagee does not assume and shall not be responsible for any of the obligation or liabilities of the Developer contained in the Master Declaration or other documents issued in connection with the promotion and development of **UNIVERSITY GROVES**. None of the representations contained in the Master Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon.

Notwithstanding the foregoing, nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage on the property encumbered thereby nor affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage.

IN WITNESS WHEREOF, Mortgagee has executed this Consent, this 30 day of March, 2006.

Signed, Scaled and delivered  
in the present of:

WACHOVIA BANK, NATIONAL ASSOCIATION

Pam Palmer  
Printed Name: Pam Palmer

By: Katia S. Moore  
Name: Katia S. Moore  
Title: Vice President

Janice K. Tice  
Printed Name: Janice K. Tice

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2006, by Kate S. Moore as Vice President of Wachovia Bank, a National banking corporation, on behalf of the corporation. \*He/she is personally known to me or has produced association as identification and did not take an oath.

Janice K. Tice  
\* Janice K. Tice  
(NOTARIAL SEAL)  
Notary Public - State of Florida  
My commission expires 4/27/09  
Commission Number DD 405477



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**OF**  
**PROPERTIES**

## EXHIBIT A

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

COMMENCE at the southeast corner of said Section 32; thence N.00°48'14"E., along the east line of the southeast 1/4 of said Section 32, a distance of 2,679.01 feet to the northeast corner of the southeast 1/4 of said Section 32; thence N.89°38'22"W., along the north line of said southeast 1/4 of Section 32, a distance of 60.00 feet to the POINT OF BEGINNING; thence S.00°48'14"W., along a line 60.00 feet westerly of and parallel with said east line of said southeast 1/4 of Section 32, a distance of 25.00 feet; thence N.89°38'22"W., along a line 25.00 feet southerly of and parallel with said north line of the southeast 1/4 of Section 32, also along the north line of the tract of land recorded in Official Records Book 1440, Page 5114 of the Public Records of Manatee County, Florida, also along the north line of the tract of land recorded in Official Records Book 1708, Page 2588 of said Public Records, a distance of 1,056.43 feet to the north end of the Boundary Agreement Line recorded in Official Records Book 1809, Pages 3009-3020 of said Public Records; thence S.00°31'13"W., along said Boundary Agreement Line, a distance of 25.00 feet; thence N.89°38'22"W., a distance of 262.60 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°15'25"; thence southwesterly along the arc of said curve, an arc length of 39.38 feet to the end of said curve; thence N.89°53'46"W., along a line not tangent with the previously described curve, a distance of 50.00 feet; thence N.00°06'14"E., a distance of 64.94 feet to the point of curvature of a curve to the left having a radius of 155.00 feet and a central angle of 48°50'50"; thence northwesterly along the arc of said curve, an arc length of 132.14 feet to the point of reverse curvature of a curve to the right having a radius of 125.00 feet and a central angle of 05°55'02"; thence northwesterly along the arc of said curve, a distance of 12.91 feet to the end of said curve; thence S.47°10'26"W., along a line not tangent with the previously described curve, a distance of 86.90 feet; thence N.89°03'41"W., a distance of 113.97 feet to a point on the easterly line of Oak Grove Park as recorded in Plat Book 19, Pages 114 and 115 of the above mentioned Public Records; thence N.00°56'19"E., along said easterly line of Oak Grove Park, a distance of 615.39 feet to a point on the southerly line of said Oak Grove Park; thence S.89°34'58"E., along said southerly line of Oak Grove Park, a distance of 1,015.87 feet to the westerly line of the southeast 1/4 of the southeast 1/4 of the northeast 1/4 of the above mentioned Section 32; thence S.00°49'33"W., along said westerly line, a distance of 335.70 feet; thence S.89°36'32"E., a distance of 297.78 feet; thence S.00°47'38"W., a distance of 45.20 feet; thence S.89°38'22"E., a distance of 277.29 feet; thence N.00°23'26"E., a distance of 45.05 feet; thence S.89°36'32"E., a distance of 43.19 feet to a point lying 60.00 feet westerly of the easterly line of the northeast 1/4 of said Section 32; thence S.00°48'00"W., along a line 60.00 feet westerly of and parallel with said easterly line of the northeasterly 1/4 of Section 32, a distance of 335.04 feet to the north line of the aforementioned southeast 1/4 of Section 32 for the POINT OF BEGINNING.

Said tract contains 905,415 square feet or 20.7855 acres, more or less.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**OF**  
**TOTAL PROPERTIES**

LEGAL DESCRIPTION

EXHIBIT "B"

From Official Records Book 1651, Pages 7947-7949 of the Public Records of Manatee County, Florida:

Begin at a concrete monument, marking the N.E. corner of the S.W.  $\frac{1}{4}$  of Section 32, Township 35 South, Range 18 East; thence N89° 21' 57"W. along the North line of said S.W.  $\frac{1}{4}$ , 1066.67 feet; thence S00° 47' 41"W. East of, and more or less parallel to, a drainage ditch, 1339.35 feet to the intersection with the South line of the S.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of said Section 32; thence S89° 23' 52"E. along the South line of said S.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$ , 400.56 feet to the S.E. corner thereof; thence N00° 23' 24"E. along the East line of said S.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$ , 334.78 feet to the S.W. corner of the North  $\frac{1}{2}$  of the S.E.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of said Section 32; thence S89° 23' 22"E. along the South line of the North  $\frac{1}{2}$  of said S.E.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$ , 676.25 feet to the S.E. corner thereof; thence N00° 21' 05"E. along the East line of the S.W.  $\frac{1}{4}$  of said Section 32, 1004.07 feet to the Point of Beginning, being and lying in the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 32, Township 35 South, Range 18 East, Manatee County, Florida.

Also:

From Official Records Book 1121, Pages 2160-2161 of the Public Records of Manatee County, Florida:

S  $\frac{1}{2}$  of SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , Section 32, Township 35 South, Range 18 East, Manatee County, Florida (5 acres).

Also:

From a Boundary Survey by George F. Young, Inc. (Job No. 99210111.0, dated 11/22/99):

From the southwest corner of the southeast  $\frac{1}{4}$  of Section 32, Township 35 South, Range 18 East, run South 89° 36' 09" East, along the south line of said Section 32, a distance of 215.00 feet; thence North 00° 21' 17" East parallel to the west line of the southeast  $\frac{1}{4}$  of said Section 32, a distance of 155.36 feet to the point of beginning; continue thence North 00° 21' 17" East, along said line a distance of 274.64 feet; thence North 89° 36' 09" West parallel to the south line of said Section 32, a distance of 215.00 feet; thence North 00° 21' 17" East, along the west line of the southeast  $\frac{1}{4}$  of said Section 32, a distance of 2247.98 feet to the northwest corner of the southeast  $\frac{1}{4}$  of said Section 32; thence South 89° 37' 27" East, along the north line of the southeast  $\frac{1}{4}$  of said Section 32, a distance of 1191.17 feet; thence South 0° 34' 42" West, a distance of 1339.16 feet; thence South 10° 21' 33" West, a distance of 1184.13 feet to the north right-of-way line of County Line Road (Section 13001-2502); thence North 89° 36' 09" West. Parallel to the south line of said Section 32 and along said right-of-way line, a distance of 413.01 feet to the point of curvature of a curve to the left; thence westerly, along the arc of said curve to the left, having a radius of 5729.58 feet and a central angle of

03° 31' 37", a distance of 352.70 feet to the point of beginning. Lying and being in Section 32, Township 35 South, Range 18 East, Manatee County, Florida.

Less:

Land described in Official Records Book 1312, Page 1561, Public Records of Manatee County, Florida.

Less:

Land described in Official Records Book 1517, Page 4321, Public Records of Manatee County, Florida.

Less:

Land described in Official Records Book 1602, Page 6748, Public Records of Manatee County, Florida.

Containing 56.699 acres.

Also:

From Official Records Book 1091, Pages 818-819 of the Public Records of Manatee County, Florida:

The SW ¼ of SE ¼ of NE ¼; the E ½ of SE ¼ of SW ¼ of NE ¼; and Beginning at the NE corner of the NW ¼ of the SE ¼ and run thence West 2 ½ chains; thence South 20 chains, thence East 2 ½ chains, thence North 20 chains to Point of Beginning; and Begin at the NE corner of the SW ¼ of SE ¼ and run thence West 2 ½ chains, thence Southerly to a point 6 chains West of the SE corner of said SW ¼ of SE ¼; thence East 6 chains, thence North to the Point of Beginning; Also: Beginning at the SW corner of E ½ of SE ¼ and run thence East 236 feet, thence North to a point on the North line of SE ¼ which is 230.6 feet East of the NW corner of E ½ of SE ¼; thence West to the NW corner of E ½ of SE ¼; thence South along the West line of E ½ of SE ¼ to the Point of Beginning, also: Beginning at the NE corner of NE ¼ of SE ¼, thence South for a distance of 25 feet; thence West parallel to the North line of NE ¼ of SE ¼ to the East boundary of the land previously conveyed above, thence North along said boundary to the North line of NE ¼ of SE ¼, thence East to the Point of Beginning. All of the above land being in Section 32, Township 35 South, Range 18 East, in the County of Manatee and State of Florida, LESS land described in Official Record Book 964 Page 1144 for road right-of-way.

Also:

8028 Tuttle Avenue:

N ½ of SE 1/4 of SE 1/4 of NE 1/4 P-8-1.

8058 Tuttle Avenue:

S ½ of SE ¼ of SE ¼ of NE ¼, less parcel in SE cor 105 ft. N & S by 660 ft. E & W & less RD R/W P-10.

8090 Tuttle Avenue:

Com at SE cor of NE ¼ sec 32; th run W a dist of 660 ft. to a pt; th N 105 ft. to a pt; th E 660 ft. to a pt; th S 105 ft. to the pob as desc in OR 1178 P 1984 PRMCF.