

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2016106654 73 PG(S)
August 26, 2016 02:32:33 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Prepared by:
Christa L. Folkers, Esquire
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236



**DECLARATION OF RESTRICTIONS
FOR
WATERCREST**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS..... 1

ARTICLE 2 THE ASSOCIATION..... 5

2.1 ... PURPOSES.....5

2.2 ... MEMBERSHIP.....5

2.3 ... VOTING RIGHTS.....5

2.4 ... FEES.....5

ARTICLE 3 COMMON AREAS 6

3.1 ... GENERAL.....6

3.2 ... TRACT 800.....6

3.3 ... TRACTS 100, 200, 300, 400, AND 500.....6

3.4 ... TRACT 550.....6

3.5 ... TRACT 900.....6

3.6 ... TRACT 1000.....7

3.7 ... SUBDIVISION ROAD.....7

3.8 ... LANDSCAPE BUFFER.....7

3.9 ... STREET LIGHTS.....8

3.10 . USE OF COMMON AREAS.....8

3.11 . USE OF SUBDIVISION ROAD.....9

3.12 . TRANSFER OF OWNERSHIP OF COMMON AREAS.....9

ARTICLE 4 SUBDIVISION DEVELOPMENT PLAN..... 9

4.1 ... DESCRIPTION.....9

4.2 ... PROPERTY COMPRISING THE SUBDIVISION.....10

4.3 ... EXPANSION OF SUBDIVISION.....10

4.4 ... WITHDRAWAL OF PROPERTY.....10

4.5 ... ARCHITECTURAL CONTROL.....10

4.6 ... REQUIRED INSTALLATIONS.....10

4.7 ... CONDOMINIUMS.....11

4.8 ... NOTICE AS TO ON-SITE AND OFF-SITE ACTIVITIES.....12

4.9 ... LOT TYPES.....12

ARTICLE 5 MAINTENANCE	12
5.1 ... GENERAL	12
5.2 ... APPROVED BUILDERS	12
5.3 ... MAINTENANCE OF THE COMMON AREAS	12
5.4 ... STORMWATER MANAGEMENT SYSTEM	13
5.5 ... MAINTENANCE OF SUBDIVISION ROAD	14
5.6 ... MAINTENANCE OF LOT LANDSCAPING	14
5.7 ... MAINTENANCE OF PAIRED VILLA	14
5.8 ... MAINTENANCE OF UNIMPROVED LOTS	15
5.9 ... MAINTENANCE OF LOTS AND CERTAIN ADJOINING AREAS	15
5.10 . ADMINISTRATIVE FEE	16
ARTICLE 6 ASSOCIATION EXPENSES	16
6.1 ... CLASSIFICATION OF EXPENSES	16
6.2 ... COMMON EXPENSES	16
6.3 ... BASE EXPENSES	16
6.4 ... SUPPLEMENTAL EXPENSES	18
6.5 ... INDIVIDUAL EXPENSES	18
ARTICLE 7 ASSESSMENTS	19
7.1 ... CLASSIFICATION OF ASSESSMENTS	19
7.2 ... ANNUAL ASSESSMENTS	19
7.3 ... SPECIAL ASSESSMENTS	19
7.4 ... INDIVIDUAL ASSESSMENTS	19
7.5 ... APPORTIONMENT OF ANNUAL AND SPECIAL ASSESSMENTS	20
7.6 ... NOTICE OF ASSESSMENTS	20
7.7 ... PAYMENT OF ASSESSMENTS	21
7.8 ... FAILURE TO PAY ASSESSMENTS	21
7.9 ... PROOF OF PAYMENT OF ASSESSMENT	22
7.10 . WORKING CAPITAL CONTRIBUTION	22
7.11 . LOTS OWNED BY DEVELOPER	22
ARTICLE 8 LIEN OF ASSESSMENTS	23
8.1 ... CREATION OF LIEN	23
8.2 ... ENFORCEMENT OF LIEN	23
8.3 ... PRIORITY OF LIEN	23
ARTICLE 9 RESTRICTIONS	23
9.1 ... RESIDENTIAL USE	23
9.2 ... DWELLINGS	24
9.3 ... GARAGES REQUIRED	24
9.4 ... ARCHITECTURAL CRITERIA	25
9.5 ... DRAINAGE	25
9.6 ... NO TRAILERS OR TEMPORARY BUILDINGS	25
9.7 ... WATER AND SEWER	25
9.8 ... FENCES AND WALLS	25

9.9...	SWIMMING POOLS.....	26
9.10.	SETBACK LINES.....	26
9.11.	LAMPPOSTS AND MAILBOXES.....	26
9.12.	LANDSCAPING.....	27
9.13.	IRRIGATION.....	27
9.14.	BOATS AND VEHICLES.....	27
9.15.	SIGNS.....	28
9.16.	ANIMALS.....	28
9.17.	TRASH.....	28
9.18.	STORM PROTECTION.....	29
9.19.	CONSTRUCTION.....	29
9.20.	INTERFERENCE WITH USAGE.....	29
9.21.	SCREENING.....	29
9.22.	SOLAR COLLECTORS.....	29
9.23.	NUISANCES.....	29
9.24.	EXTERIOR ANTENNAS.....	29
9.25.	UTILITY LINES.....	30
9.26.	AIR CONDITIONING UNITS.....	30
9.27.	ARTIFICIAL VEGETATION AND EXTERIOR DECORATIONS.....	30
9.28.	DAMAGE AND INSURANCE RATES.....	30
9.29.	CLEARING OF TREES.....	30
9.30.	POLLUTANTS.....	30
9.31.	LEASES.....	30
9.32.	SALES.....	30
9.33.	RESUBDIVISION.....	30
9.34.	GOVERNMENTAL REGULATIONS.....	31
9.35.	COMMON AREAS.....	31
9.36.	SWFWMD REGULATIONS.....	31
9.37.	UNSIGHTLY DEBRIS.....	31
9.38.	GAMES AND ACCESSORY STRUCTURES.....	31
9.39.	OCCUPANTS BOUND.....	31
9.40.	ADDITIONAL RESTRICTIONS.....	31
ARTICLE 10	ARCHITECTURAL CONTROL.....	32
10.1.	APPROVAL BY ARCHITECTURAL COMMITTEE.....	32
10.2.	ARCHITECTURAL COMMITTEE.....	32
10.3.	ARCHITECTURAL CONTROL AUTHORITY.....	32
10.4.	PLANS.....	33
10.5.	PROCEDURE.....	33
10.6.	PROCEEDING WITH WORK.....	34
10.7.	FEES.....	34
10.8.	LIABILITY.....	34
10.9.	INTERIOR ALTERATIONS.....	34
ARTICLE 11	WARRANTIES.....	35
ARTICLE 12	INSURANCE AND CASUALTY LOSS.....	35

12.1 . COMMON AREA INSURANCE.....	35
12.2 . LIABILITY INSURANCE.....	36
12.3 . POLICIES.....	36
12.4 . OTHER ASSOCIATION INSURANCE.....	36
12.5 . DAMAGE AND DESTRUCTION.....	37
12.6 . DISBURSEMENT OF PROCEEDS.....	37
12.7 . OWNER'S INSURANCE.....	37
ARTICLE 13 VARIANCES.....	38
ARTICLE 14 COMMUNITY SERVICES.....	39
14.1 . TELECOMMUNICATIONS SERVICES.....	39
14.2 . CENTRAL IRRIGATION SYSTEM.....	39
ARTICLE 15 RIGHTS OF DEVELOPER.....	40
15.1 . RIGHTS OF DEVELOPER IN THE ASSOCIATION.....	40
15.2 . RIGHTS TO COMMON AREAS.....	40
15.3 . DEVELOPMENT.....	40
15.4 . ASSOCIATION CONTROL.....	41
15.5 . WATERCREST NAME.....	41
15.6 . ASSIGNMENT.....	41
15.7 . STORMWATER MANAGEMENT SYSTEM.....	41
15.8 . EXERCISE OF DEVELOPER'S RIGHTS.....	42
ARTICLE 16 RIGHTS OF INSTITUTIONAL MORTGAGEES.....	42
ARTICLE 17 EASEMENTS.....	42
17.1 . GRANTS AND RESERVATIONS.....	42
17.2 . PARTY WALL EASEMENTS.....	43
17.3 . DISTURBANCES.....	44
ARTICLE 18 MANAGEMENT AGREEMENT.....	44
ARTICLE 19 REMEDIES.....	45
19.1 . COMPLIANCE BY OWNERS.....	45
19.2 . ENFORCEMENT.....	45
19.3 . FINES.....	45
19.4 . ASSOCIATION LITIGATION.....	46
19.5 . MEDIATION.....	46
ARTICLE 20 DURATION.....	47
20.1 . COVENANTS TO RUN WITH THE TITLE TO THE LAND.....	47
20.2 . TERM.....	47
ARTICLE 21 AMENDMENTS.....	47
ARTICLE 22 MISCELLANEOUS.....	48
22.1 . GOVERNING LAW.....	48

22.2 . NOTICES	48
22.3 . USE OF ADJACENT PROPERTY.....	48
22.4 . WAIVER.....	48
22.5 . INDIVIDUAL LIABILITY.....	48
22.6 . INVALIDATION.....	49
22.7 . USAGE.....	49

**DECLARATION OF RESTRICTIONS
FOR
WATERCREST**

This Declaration is made this ____ day of _____ 2016 by JLP DEVELOPMENT, LLC, a Florida limited liability company ("Developer").

RECITALS:

A. Developer is the owner of the following described property lying and being in the County of Sarasota, State of Florida, to-wit:

All of the property described in the plat of WATERCREST, Unit 1, recorded in Plat Book 50 page 31 ^{JK} Public Records of Sarasota County, Florida.

which property is hereinafter called the "Subdivision."

B. Developer intends to develop the Subdivision for residential, recreational, and other uses and purposes as part of a community to be known as "Watercrest."

C. Developer desires to establish protective covenants and conditions concerning the development, improvement, and usage of the Subdivision property for the benefit and protection of Developer and all Subdivision property owners.

Now, therefore Developer does hereby declare that all property in the Subdivision shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions, and easements:

**ARTICLE 1
DEFINITIONS**

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

1.1 "Administrative Fee" has the meaning set forth in Article 5.10.

1.2 "Annual Assessment" means an Assessment levied annually by the Board against a Lot in accordance with the provisions of Article 7 for the payment of a portion of the Common Expenses.

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

1.4 "Architectural Committee" means the committee established and described under Article 10 for architectural control of Construction Work.

1.5 "Architectural Committee Representative" has the meaning set forth in Article 10.5.

1.6 "Architectural Criteria" means such restrictions and regulations as may be adopted from time to time by the Architectural Committee with respect to Construction Work affecting the Subdivision.

1.7 "Articles of Incorporation" means the articles of incorporation of the Association, a copy of which is attached hereto as Exhibit "A."

1.8 "Assessment" means an assessment levied by the Board against a Lot in accordance with the provisions of Article 7 for the payment of Association Expenses.

1.9 "Assessment Share" has the meaning set forth in Article 7.5.A.

1.10 "Association" means Watercrest Community Association, Inc., a Florida corporation not for profit.

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

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

1.13 "Base Expenses" has the meaning set forth in Article 6.3.

1.14 "Board" means the board of directors of the Association.

1.15 "Bylaws" means the bylaws of the Association, a copy of which is attached hereto as Exhibit "B."

1.16 "Central Irrigation System" has the meaning set forth in Article 14.2.

1.17 "Central Irrigation System Expenses" has the meaning set forth in Article 6.4.

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

1.19 "Common Expenses" has the meaning set forth in Article 6.2.

1.20 "Community Standards" means the minimum standards of conduct, maintenance, or other activity applicable to the Subdivision and the Owners that are established from time to time by the Board.

1.21 "Construction Work" means any installation, construction, restoration, replacement, alteration, addition, or demolition of Improvements on a Lot.

1.22 "Developer" means JLP Development, LLC, a Florida limited liability company, any successor or legal representative of JLP Development, LLC, or any Person to whom all rights of JLP Development, LLC, under this Declaration are hereafter assigned pursuant to written instrument duly recorded in the Public Records.

1.23 "Final Development Date" means the earlier of the following dates: (a) the date on which Developer records a notice in the Public Records that development of the Subdivision has been completed; or (b) January 1, 2030.

1.24 "Fine" has the meaning set forth in Article 19.3.

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

1.26 "Individual Assessment" means an Assessment levied by the Board against a Lot in accordance with the provisions of Article 7 for the payment of Individual Expenses attributable to such Lot.

1.27 "Individual Expenses" has the meaning set forth in Article 6.5.

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

1.29 "Landscape Buffer" means the land which is subject to the Landscape Buffer as depicted on the Plat.

1.30 "Lot" means a platted lot within the Subdivision.

1.31 "Lot Improvements" means all Improvements located on a Lot.

1.32 "Lot Landscaping Expenses" has the meaning set forth in Article 6.4.

1.33 "Lot Types" has the meaning set forth in Article 4.9.

1.34 "Owner" means the record owner, whether one or more Persons, of the fee simple title to a Lot.

1.35 "Paired Villa" means a home located on a Lot which (a) is attached to one or more other homes and (b) contains in whole or in part at least one Party Wall (as defined in Article 17.2).

1.36 "Person" means a natural person, corporation, partnership, trustee, or other legal entity.

1.37 "Plans" has the meaning set forth in Article 10.1.

1.38 "Plat" means the plat of Watercrest recorded in the Plat Book and page as referenced in Recital A.

1.39 "Public Records" means the Public Records of Sarasota County, Florida.

1.40 "Reclaimed Water" has the meaning set forth in Article 15.7.

1.41 "Restricted Vehicle" means any truck; mobile home, motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head; trailer; boat; watercraft; aircraft; racing car; bus; motorcycle; commercial vehicle; or any vehicle not in operable condition. As used herein, "commercial vehicle" shall include, without limitation, any automobile bearing signage identifying a business name.

1.42 "Rules and Regulations" means the rules and regulations of the Association adopted by the Board from time to time pursuant to the Bylaws.

1.43 "Special Assessment" means an Assessment levied by the Board against a Lot in accordance with the provisions of Article 7 as a supplement to an Annual Assessment for the payment of a portion of the Common Expenses.

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

1.45 "Subdivision" means the property described in Recital A of this Declaration.

1.46 "Subdivision Road" has the meaning set forth in Article 3.7.

1.47 "Subdivision Road Improvements" has the meaning set forth in Article 3.7.

1.48 "Supplemental Expenses" has the meaning set forth in Article 6.4.

1.49 "SWFWMD" means the Southwest Florida Water Management District.

1.50 "Telecommunications Services Expenses" has the meaning set forth in Article 6.4.

1.51 "Telecommunications Services" means television, telephone, internet, and security services and other services involving the electronic transmission of audio, video, or other data (including services based on, containing, or serving future technological advances).

1.52 "Telecommunications Services Agreement" has the meaning set forth in Article 14.1.

1.53 "Turnover" means the date on which the "turnover" meeting described in Article 6.2 of the Articles of Incorporation occurs.

1.54 "Unimproved Lot" means a Lot on which no bona fide construction of Improvements has commenced.

1.55 "Unit 1" means the real property described in Exhibit "C" attached hereto.

1.56 "Working Capital Contribution" has the meaning set forth in Article 7.10.

ARTICLE 2 THE ASSOCIATION

2.1 **Purposes.** The general purposes of the Association are to operate, maintain, manage, and improve the Common Areas; to implement and enforce the provisions of this Declaration wherever applicable and appropriate; and to promote the health, safety, and social welfare of the Owners. In the furtherance of such purposes, the Association, through the Board, shall have the power and duty to levy Assessments and to enforce collection thereof in the manner provided in Articles 7 and 8. The Association shall also have such powers and duties as may be prescribed by its Articles of Incorporation and Bylaws.

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

2.3 **Voting Rights.** In all matters concerning the Association, the number of votes to which each Class A member is entitled shall be the same as the number of Assessment Shares allocated to Lots owned by such Class A member pursuant to Article 7.5. The Class B member shall not have voting rights by virtue of the Class B membership, but shall have other rights as are set forth in this Declaration and the Articles of Incorporation and Bylaws. Although the Class B member has limited voting rights, it shall be entitled to notice of, and may participate in, all meetings of Association members.

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

**ARTICLE 3
COMMON AREAS**

3.1 **General.** The Common Areas are intended generally for the common use, enjoyment, and benefit of the Owners. By way of illustration, and not as a limitation, the Common Areas may include private roadways, walkways, stormwater retention areas, recreational areas, open areas, perimeter walls and fences, amenity areas and facilities, and other Improvements. The Common Areas shall specifically include: (a) Tracts 100, 200, 300, 400, 500, 550, 600, 700, 800, 900, and 1000, as shown on the plat of the Subdivision, and all Improvements thereto; and (b) all Improvements made by Developer to the land that is subject to the Landscape Buffer.

3.2 **Tract 800.** Developer will construct a paved roadway within Tract 800 to provide access for Developer, the Association, and the Owners to the Lots and other property within the Subdivision. This roadway constitutes part of the Subdivision Road, as further described in Article 3.7. Developer or the Association may install such gates, signs, guardhouse, walls, lighting, medians, sidewalks, landscaping, irrigation, and related equipment and facilities as Developer or the Association may deem appropriate for the roadway character of this Tract. The right of Developer and the Association to install such additional items shall not be construed as an obligation to do so.

3.3 **Tracts 100, 200, 300, 400, and 500.** Tracts 100, 200, 300, 400, and 500 are comprised of stormwater retention and open space areas and are hereby set aside by Developer for the use, enjoyment, and benefit of Developer and the Owners. Developer may install within these Tracts stormwater retention ponds, together with outfall structures, weirs, headwalls, and related stormwater drainage and retention control devices and apparatus, as part of the Stormwater Management System. Developer or the Association may further install such plants, landscaping, reuse pond, and Improvements as Developer or the Association may deem appropriate for the open space and retention pond character of these Tracts. The right of Developer and the Association to install such additional plants, landscaping, and Improvements shall not be construed as an obligation to do so, and except for such Stormwater Management System installations as may be required by Sarasota County or SWFWMD, these Tracts may, in the discretion of Developer and the Association, be left in an unimproved state.

3.4 **Tract 550.** Tract 550 is comprised of an open space area and is hereby set aside by Developer for the use, enjoyment, and benefit of Developer and the Owners. Developer or the Association may install such plants, landscaping, walkways, lighting, fencing, gates, irrigation and Improvements as Developer or the Association may deem appropriate for the open space character of these Tracts. The right of Developer and the Association to install such additional plants, landscaping, walkways, lighting, fencing, gates, irrigation, and Improvements shall not be construed as an obligation to do so, and except as may be required by Sarasota County, these Tracts may, in the discretion of Developer and the Association, be left in an unimproved state.

3.5 **Tract 900.** Tract 900 is comprised of a native habitat preserve area and mitigation area. Except for activities that may otherwise be permitted by Sarasota County and

Conservation Environmental Permitting, no activities, including filling, excavating, well drilling, removal of vegetation (both trees and understory), and storage of materials, may be undertaken or performed within this Tract. This Tract must be maintained by the Association in accordance with the approved resource management plan and the applicable Land Development Code for Sarasota County.

3.6 **Tract 1000.** Tract 1000 is comprised of a recreational, open space, and stormwater retention area, and is hereby set aside by Developer for the use, enjoyment, and benefit of Developer and the Owners. Developer or Developer's assignee may install on Tract 1000 a clubhouse, parking lot, swimming pool, and any other recreational facilities of a type and in a location determined by Developer in its sole discretion. Developer, Developer's assignee, or the Association may install or place on Tract 1000 such additional plants, landscaping, pathways, Improvements, benches, furniture, personal property, and facilities as Developer or the Association may deem appropriate for the recreational and open space character of the site. The right to install or place such plants, landscaping, pathways, Improvements, benches, furniture, personal property, and facilities on Tract 1000 shall not be construed as an obligation to do so. All furniture and personal property installed or placed on Tract 1000 shall be owned by the Association, and Developer hereby designates such furniture and personal property as part of the Subdivision's Common Areas.

3.7 **Subdivision Road.** Developer will construct a paved roadway (the "Subdivision Road") within the area depicted on the Plat as Tract 800 and the "Private Access, Drainage & Pedestrian Easement" to provide access for Developer, the Association, and the Owners to the Lots and other property within the Subdivision. Portions of the Subdivision Road will be constructed within the "Private Access, Drainage & Pedestrian Easement" area located along the frontage of certain Lots. Developer or the Association may additionally install such gates, signs, walls, lighting, medians, sidewalks, landscaping, irrigation, and related equipment and facilities (the "Subdivision Road Improvements") as Developer or the Association may deem appropriate for the roadway character of this Tract. The right of Developer and the Association to install such additional items shall not be construed as an obligation to do so. The Subdivision Road, as shown on the final plans for the Subdivision that were approved by Sarasota County, may not be altered without the prior written approval of the Sarasota County Engineer or his authorized designee.

3.8 **Landscape Buffer.** Developer or the Association may construct a perimeter wall or fence along the north and east boundaries of the Subdivision. The perimeter wall or fence may be located within Tracts 600 and 700, and within any portion of a Lot or other area that is subject to any "Landscape Buffer" as may be shown on the Plat. Developer or the Association may construct additional perimeter walls or fences along other boundaries of the Subdivision. Developer or the Association may also install within any area of a Lot lying between the rear lot line and a perimeter wall or fence such underground utility and drainage lines, lighting, landscaping, and other Improvements as Developer or the Association may deem reasonably appropriate. In the event Developer or the Association constructs or installs a wall, fence, or other Improvements in such area on a Lot, the Owner of the Lot that is subject to the easement

may not alter such wall, fence, or other Improvements. The right of Developer and the Association under this Article 3.8 to construct or install any perimeter walls or fences, utility and drainage lines, lighting, landscaping, and other Improvements shall not be construed as an obligation to do so.

3.9 **Street Lights.** Developer reserves the right to install street lights within the Subdivision. In the event street lights are installed, the Association shall be responsible for all payments due to the electric utility company for the use and illumination of such street lights.

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

A. Notwithstanding the foregoing, access to any Common Areas not designated as a Tract on the Plat shall be limited to Developer, the Association and governmental agencies while in pursuit of their duties, and those Owners whose Lots adjoin or include such Common Areas.

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

C. The Association and Developer shall have the right to use suitable portions (if any) of the Common Areas for performances, exhibitions, and other presentations of interest to the Owners and others and to charge admission therefor.

D. The plants and fauna located in or on the lakes or ponds in the Subdivision are necessary to filter stormwater, and no Person may disturb or alter such plants or fauna without the consent of Developer, the Association, Sarasota County, and SWFWMD. No Person may place any matter or object in any such lake or pond. Except as otherwise authorized by Developer, no Person may pump or otherwise remove water from any lake or

pond now or hereafter existing within or near the Subdivision for the purpose of irrigation or any other use.

3.11 Use of Subdivision Road. Use of the Subdivision Road shall be subject to the following provisions:

A. A nonexclusive and perpetual right of ingress and egress over and across the Subdivision Road (and across all sidewalks, walkways, and paths within or adjacent thereto) is hereby granted to Developer and to all Owners and their respective guests, invitees, and tenants; holders of liens on any Lot; and the following Persons while in pursuit of their duties; (i) representatives of utilities, delivery, pickup, and sanitation services; (ii) United States mail carriers; (iii) representatives of fire, police, and sheriff's departments and other necessary municipal, county, special district, state, and Federal agencies; and (iv) health, pollution control, and emergency service personnel.

B. Developer shall have the right, but not the obligation, to control and regulate all types of traffic on the Subdivision Road, including the right to control vehicular access to the Subdivision Road; the right to prohibit its use by traffic which, in the opinion of Developer, could result in damage to the Subdivision Road or any part thereof; and the right to control, authorize, and prohibit parking on all or any part of the Subdivision Road. Developer reserves the right to utilize the Subdivision Road for the transportation of equipment, machines, vehicles, supplies, materials, and Persons engaged in, or needed for, the construction or development of any portion of the Subdivision. Developer further reserves the right to deny access to the Subdivision Road to any Person other than those Persons referred to in Article 3.11.A and the right to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, place or located on any Lot if its location will, in the sole opinion of Developer, unreasonably obstruct the vision of a motorist upon the Subdivision Road.

C. In the event and to the extent that any portion of the Subdivision Road shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of Article 3.11.B shall no longer apply to such portion.

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

ARTICLE 4 SUBDIVISION DEVELOPMENT PLAN

4.1 Description. Developer intends to develop the Subdivision for residential, recreational, and other uses and purposes. In keeping with such intent, the Subdivision may

contain, by way of illustration and not as a limitation, single-family lots; attached or detached single-family housing (including zero-lot-line homes, duplexes, cluster homes, villas, and townhouses); multi-family housing (some or all of which may be in the form of condominiums, if approved by Developer pursuant to Article 4.7); open spaces and parks; recreational facilities and clubhouses; offices; and sites for utilities and other public purposes. The manner in which, and the extent to which, portions of the properties may be made a part of the Subdivision shall be governed by the provisions of Articles 4.2 – 4.4. The Subdivision will include Common Areas, which will be managed and maintained by the Association pursuant to Article 5. Each Owner will be a member of the Association pursuant to Article 2. Each Parcel will be subject to Assessments by the Association pursuant to Article 7.

4.2 Property Comprising the Subdivision. The Subdivision initially shall be comprised of the property described in Recital A, which is hereby made, and henceforth shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration.

4.3 Expansion of Subdivision. Developer reserves the right, in its sole discretion, to change the boundaries of the Subdivision to add additional lots, subdivisions, or other lands contiguous to the Subdivision, including replatting any land within the Subdivision to add additional Lots or Common Areas. Developer intends, but shall have no obligation, to replat all or portions of Tracts 1100 and 1200 of Unit 1 to add additional Lots and Common Areas. Any such change shall be made by an amendment to this Declaration, which amendment shall be executed by Developer and the owner of the additional property and recorded in the Public Records. If the Subdivision is expanded to include additional property, all the provisions of this Declaration shall apply to such additional property to the same extent as they apply to the property described in Recital A, and the Owners of Lots within such additional property shall have the same rights and obligations under this Declaration as the Owners of Lots within the property described Recital A.

4.4 Withdrawal of Property. Developer reserves the right, in its sole discretion from time to time, to withdraw any property from the Subdivision at any time prior to the Turnover by the execution and recording in the Public Records of an amendment to this Declaration providing for the removal of such property from the provisions of this Declaration. Such amendment shall not require the consent of any Person other than Developer and the owner of the property being removed.

4.5 Architectural Control. To promote architectural and aesthetic quality in the construction of Improvements in the Subdivision, all plans and specifications for proposed Construction Work shall be submitted to the Architectural Committee for evaluation and approval pursuant to Article 10 prior to commencement of construction.

4.6 Required Installations. The plans submitted to the Developer for the construction of the first home on each Lot shall provide for the following installations, which installations shall be constructed with the home at the Owner's expense and thereafter shall be maintained pursuant to Article 5:

A. **Lot Irrigation System.** A lawn and landscaping irrigation system for each Lot shall be installed in accordance with Article 9.12, Article 9.13, and the Architectural Criteria. The irrigation system shall be connected to the Central Irrigation System, and the Owner of each Lot shall pay to Developer upon the first conveyance of the Lot from Developer, a one-time connection fee of \$800 (the "Connection Fee"). Developer reserves the right, at its election, to forego collection of the Connection Fee upon the conveyance of any Lot, and demand payment upon a subsequent conveyance of the Lot or completed home. All Owners are advised to confirm that payment of the Connection Fee has been made to Developer before purchasing a Lot. Developer may bring suit against the Owner and the Owner's personal obligation to recover the amount of the Connection Fee, together with interest and all costs incurred by Developer, including attorneys' fees, in preparation for and in bringing such suit. The Connection Fee, together with interest, costs of collection and reasonable attorneys' fees will be secured by a lien in favor of Developer against the Lot. The lien of the Connection Fee against the Lot shall attach and become a charge on the Lot and all Lot Improvements upon the recording of this Declaration.

B. **Sidewalk.** With respect to all Lots, a 5-foot-wide sidewalk shall be installed along the entire front Lot line in the area between such Lot line and the paved surface of the Subdivision Road. The sidewalk shall be constructed of concrete on an appropriate base in accordance with Sarasota County's specifications. The sidewalk shall be located in accordance with the development plans for the Subdivision approved by Sarasota County, so that the sidewalks on the respective Lots will be connected in a continuous, uniform manner. Each Owner shall complete installation of the sidewalk on his Lot by the earlier of: (a) the issuance by Sarasota County of a certificate of occupancy for a dwelling on the Lot; or (b) two years after the date of recording of the plat of the Subdivision in the Public Records, or such later date as may be approved by Sarasota County for completion of the installation of the sidewalks in the Subdivision.

If an Owner fails to perform his installation responsibilities, the Association shall have the right, but not the obligation, to perform such installation responsibilities, provided the Association has first, in any situation not involving an emergency, by written notice to the Owner, afforded the Owner a period of 30 days within which to correct the failure. If the Association exercises its right to perform an Owner's installation responsibilities, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon the Owner's Lot to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing an Owner's installation responsibilities, together with the Administrative Fee, shall be included in the Individual Expenses pursuant to Article 6.5 and shall be assessed against the Owner's Lot as an Individual Assessment in accordance with Article 7.4.

4.7 **Condominiums.** No portion of the Subdivision may be submitted to condominium ownership without the consent of Developer, which consent shall be evidenced by an instrument executed and recorded in the Public Records by Developer. Any declaration

purporting to submit any portion of the Subdivision to condominium ownership without such consent of Developer will be voidable at the election of Developer.

4.8 **Notice as to On-Site and Off-Site Activities.** Developer and other Persons, whether related or unrelated to Developer, may from time to time conduct agricultural operations and activities not normally associated with a residential subdivision, either within, nearby, or within sight or sound of the Subdivision. Such activities may include raising livestock and possible truck traffic through the Subdivision, as well as the use of pesticides and herbicides and of odors and noises associated with agricultural uses.

4.9 **Lot Types.** The Subdivision may have different types of Lots ("Lot Types"), as determined by Developer in Developer's sole discretion, such as single family detached and single family attached - Paired Villas, townhomes, patio homes, etc. Developer reserves the right, in its sole discretion, (a) to establish more Lot Types than listed above, without the need to specifically list such additional Lot Types in this Declaration; (b) to not utilize every Lot Type listed above; and (c) to defer the use of any Lot Type until a future expansion of the Subdivision.

ARTICLE 5 MAINTENANCE

5.1 **General.** The responsibility for maintenance of the Subdivision shall be apportioned between the Association and the Owners in the manner set forth in this Article 5.

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

5.3 **Maintenance of the Common Areas.** The Association shall maintain and keep in good repair all portions of the Common Areas, which maintenance and repairs shall include, by way of illustration and not as a limitation: maintenance of all lakes, ponds, swales (including

side yard drainage easements and swales), pumps, and other stormwater retention/detention and water management areas, and related drainage control devices, facilities, and apparatus, that are part of the Stormwater Management System and maintenance of all landscaping, fences, walls, signs and other Improvements that are part of the Common Areas.

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

A. Association Maintenance. In addition to its maintenance obligations under Article 5.3, the Association shall comply with the following provisions with respect to the Stormwater Management System:

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

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

(3) No portion of the Stormwater Management System shall be materially altered without the prior written authorization of the Sarasota County Engineer or his authorized designee.

B. Sarasota County Provisions. In the event the Association or any successor organization shall fail to adequately maintain the Stormwater Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Sarasota County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by Sarasota County. The rights of Sarasota County contained in this Article 5.4.B shall be in addition to any other rights Sarasota County may have in regulating the operation and development of the Subdivision, but shall also be subject to any applicable judicial or legislative restrictions.

C. SWFWMD Provisions. In the event the Association or any successor organization should fail to maintain the Stormwater Management System in accordance with SWFWMD regulations and permits, SWFWMD shall have the right, but not the obligation, to take enforcement measures, including a civil action for injunctive relief and penalties, against the Association or successor organization, if applicable, to compel it to correct such failure. If

the Association ceases to exist, all the Owners shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with SWFWMD regulations and permits, unless and until a successor organization assumes responsibility for such operation and maintenance.

D. Littoral Areas. The pond within the Subdivision may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. No homeowner may alter vegetation growing upon a littoral area without written authorization from Sarasota County's Resource Protection office. Alteration shall include, but not be limited to, cutting, mowing, pulling, planting, and the introduction of grass carp.

5.5 **Maintenance of Subdivision Road.** The Association shall maintain and keep in good repair all portions of the Subdivision Road and the Subdivision Road Improvements. The Association shall maintain in good condition and repair all street light fixtures providing illumination for the Subdivision Road, except to the extent such maintenance is provided by the electric utility company or Sarasota County.

5.6 **Maintenance of Lot Landscaping.** The Association shall maintain the lawn, landscaping, and irrigation system (the "Landscape Improvements") on each Lot, including the maintenance of the lawn within any side yard swale and drainage easement area on a Lot. No obstructions will be permitted within the side yard swales or drainage easement areas that would impede proper maintenance by the Association. As used in this Article 5.6, the term "landscaping" means all plants (including all vegetation, shrubs, and trees) which are actually planted in the ground and are not located within a dwelling or a screened enclosure. At such time as the Landscape Improvements on a lot have been installed, Owner must notify the Association. Within 10 days of such notice, the Association will inspect the Landscape Improvements to confirm that they have been installed properly and are in working condition in accordance with Article 9.12 and provide Owner written notice of any deficiencies. Within 10 days after notice from the Association, Owner must correct any deficiencies necessary to bring the Landscape Improvements to conform with the requirements of Article 9.12. After the Landscape Improvements have been installed and have met the requirements of Article 9.12, as determined by the Association, the Association will be responsible for the maintenance. Different Lot Types, or other factors, may dictate the type, level of maintenance, and expense for the Landscape Improvements, all as determined by Developer in Developer's sole discretion.

5.7 **Maintenance of Paired Villa.** The Association shall maintain the exterior walls and roofs of the Paired Villas in good appearance and condition, repair any damage, deterioration, or evidence of wear and tear to the exterior walls or roofs, and maintain the paint on the exterior walls when needed, as determined in the Association's sole discretion. Party Walls must be maintained, repaired, replaced, and reconstructed by the Owners of the Lots sharing the Party Wall. The costs of reasonable repair and maintenance of the Party Wall will be

shared by the adjoining Owners in equal proportions, and each Owner agrees to cooperate with the adjoining Owner with regard to any repairs and maintenance. Notwithstanding the foregoing, if the roof is destroyed or damaged by fire or other casualty or is damaged or destroyed by or through the act of an Owner, the repair of the roof will be the responsibility of the Owner in accordance with Article 12.7.C. All other maintenance responsibilities of the Lot Improvements will be the responsibility of the Owner in accordance with Article 5.9.

5.8 Maintenance of Unimproved Lots. In order to insure that Unimproved Lots do not become overgrown with weeds or other vegetation, the Association shall have the right, but not the obligation, to mow or cause such Lots to be mowed or otherwise maintained. If the Association exercises its right to mow or otherwise maintain an Unimproved Lot, agents and employees of the Association, together with such other Persons as may be authorized by the Board, shall have the right to enter upon such Lot to perform such activities, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in mowing or otherwise maintaining an Unimproved Lot, together with the Administrative Fee, shall be included in the Individual Expenses pursuant to Article 6.5 and shall be assessed against such Lot as an Individual Assessment in accordance with Article 7.4.

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

A. Notwithstanding the Association's responsibility to maintain and repair the exterior walls and roofs of the Paired Villas in accordance with Article 5.7, each Owner shall maintain his Lot Improvements, including without limitation his dwelling's roof, exterior walls, screen enclosures, decorative fencing, driveway, and accessory structures in good appearance and condition and shall repair promptly any damage, deterioration, or evidence of wear and tear on the exterior of such Improvements.

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

C. Owners shall maintain the driveways serving their respective Lots.

D. Owners of unimproved Lots shall keep their respective Lots neat and mowed to prevent such Lots from becoming overgrown with excessive weeds and other vegetation (as reasonably determined by the Association).

All maintenance required under this Article 5.9 shall be performed in a manner consistent with the Community Standards and all applicable restrictions. If an Owner fails to perform his maintenance responsibilities, the Association shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Association has first, except in a situation involving an emergency or a Lot which the Association has determined needs to be mowed, by written notice to the Owner, afforded the Owner a period of 30 days within which to correct the failure. If the Association exercises its right to perform an Owner's maintenance responsibilities, agents and employees of the Association, together with such other Persons as

may be authorized by the Board, shall have the right to enter upon the Owner's Lot to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing an Owner's maintenance responsibilities, together with the Administrative Fee, shall be included in the Individual Expenses pursuant to Article 6.5 and shall be assessed against the Owner's Lot as an Individual Assessment in accordance with Article 7.4. In addition, if an Owner of a Paired Villa fails to perform his maintenance responsibilities, as determined by the Association, the Owner of the adjacent Lot containing the adjacent Paired Villa, after providing written notice to the offending Owner and a reasonable opportunity to cure, will be entitled and permitted to enter upon the Lot of the offending Owner and perform the necessary maintenance and repair responsibilities. If the Owner of the adjacent Lot exercises its right to perform the offending Owner's maintenance and repair responsibilities, the offending Owner will be responsible and liable for all costs incurred.

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

ARTICLE 6 ASSOCIATION EXPENSES

6.1 **Classification of Expenses.** The Association Expenses are classified as follows: (a) Common Expenses, which are defined in Article 6.2; and (b) Individual Expenses, which are defined in Article 6.5.

6.2 **Common Expenses.** Except for expenses that are classified as Individual Expenses under Article 6.5, all expenses incurred by the Association pursuant to the provisions of this Declaration in connection with the management, maintenance, and administration of the Subdivision and the operation, maintenance, improvement, protection, management, and conservation of the Common Areas shall constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through Assessments against the Lots in accordance with the provisions of Article 7. The Common Expenses shall be comprised of two categories, namely: (a) Base Expenses and (b) Supplemental Expenses.

6.3 **Base Expenses.** By way of illustration, and not as a limitation, the Base Expenses shall include the following:

A. Costs of operation, maintenance, mowing, repair, and replacement of the Common Areas.

- B. Costs of operation, maintenance, mowing, repair, and replacement of the Subdivision Road and Subdivision Road Improvements.
- C. Costs of management of the Subdivision and administrative costs of the Association, including salaries, wages and benefits paid to employees of the Association; professional fees and expenses; and compensation to any manager or management company providing management services to the Association.
- D. Costs of electricity and other utilities furnished to the Common Areas.
- E. Costs of performing the Association's obligations under Articles 5.3 - 5.6.
- F. Costs of electricity for Subdivision street lighting and other lighting provided by Developer or the Association.
- G. Costs of labor, material, and supplies used in conjunction with the performance of the Association's obligations under this Declaration.
- H. All taxes assessed against the Common Areas.
- I. Premium costs of all insurance procured by the Association pursuant to Articles 12.1 and 12.2.
- J. Engineering, architectural, accounting, legal, and other professional and employee services engaged by the Board in connection with the Common Areas or the Subdivision as a whole.
- K. Costs incurred by the Association, upon approval by the Board, for the installation of Improvements to the Common Areas or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Owners; provided that if the cost of any of such items is more than 15 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by the affirmative vote of Owners holding a majority of the total votes of the Association membership.
- L. A reasonable contingency fund in such amount, if any, as the Board may deem appropriate.
- M. A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements in such amount, if any, as the Board may deem appropriate.
- N. All expenses incurred by the Association that are not Individual Expenses.
- O. All other expenses deemed necessary or desirable by the Board for accomplishing the purposes, objectives, or responsibilities of the Association with respect to the Subdivision.

P. Cost of operation, maintenance, mowing, repair, and replacement of that certain access road and landscaping areas between Jacaranda Boulevard and the Subdivision, which terms are controlled by that certain Access, Utilities, Sewer, and Signage Easement Agreement recorded in the Official Records as Instrument #2013169317, Public Records of Sarasota County, Florida, as may be amended from time to time, that certain Landscape Easement Agreement recorded in the Official Records as Instrument #2014099803, Public Records of Sarasota County, Florida, as may be amended from time to time, and that certain Drainage Easement Agreement recorded in the Official Records as Instrument #2013169316, Public Records of Sarasota County, Florida, as may be amended from time to time.

Q. Cost of operation, maintenance, mowing, repair, and replacement associated with the temporary construction easement for the Subdivision, which terms are controlled by that certain Temporary Construction Easement Agreement recorded in the Official Records as Instrument #2014099804, Public Records of Sarasota County, Florida, as may be amended from time to time.

6.4 Supplemental Expenses. The Supplemental Expenses shall be comprised of four categories, namely the Lot Landscaping Expenses, Telecommunications Services Expenses, Central Irrigation System Expenses, and Paired Villa Maintenance Expenses.

A. Lot Landscaping Expenses. The Lot Landscaping Expenses shall consist of the Association's cost of performing its maintenance obligations under Article 5.6. Lot Landscaping Expenses may be categorized in accordance with the provisions of Article 5.6, based on Lot Types, services provided, and other factors, all as determined by the Board.

B. Telecommunications Services Expenses. Provided the Association enters into an agreement for the provision of Telecommunications Services to the Lots pursuant to Article 14.1, the Telecommunications Services Expenses shall consist of the costs incurred by the Association under each such agreement.

C. Central Irrigation System Expenses. The Central Irrigation System Expenses shall consist of the costs of supplying water to the Owners' respective Lot irrigation systems for irrigation purposes in accordance with the provisions of Article 14.2.

D. Paired Villa Maintenance Expenses. The Paired Villa Maintenance Expenses shall consist of the Association's cost of performing its maintenance obligations under Article 5.7 and the cost for establishing limited voluntary deferred expenditure accounts to cover future expenses for repairing, maintaining, and replacing the roof of the Paired Villas when needed and painting the exterior walls of the Paired Villas when needed, as determined in the Association's sole discretion.

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

A. The performance by the Association of any of the maintenance or sidewalk repair responsibilities of the Owner of the Lot pursuant to Article 4.4 or Article 5.9.

B. The enforcement by the Association against the Lot or its Owner of any of the restrictions or other provisions of this Declaration applicable to such Lot pursuant to Article 19.2, except for judicial actions in which the Lot's Owner is the prevailing party.

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

D. The periodic mowing of the Lot, if the Lot is an Unimproved Lot, pursuant to Article 5.8.

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

Individual Expenses shall also include any Fine assessed against a Lot's Owner pursuant to Article 19.3.

ARTICLE 7 ASSESSMENTS

7.1 **Classification of Assessments.** There shall be three types of Assessments, to wit: (a) Annual Assessments, which shall be levied pursuant to Article 7.2 for the payment of the Common Expenses; (b) Special Assessments, which shall be levied pursuant to Article 7.3 to supplement the Annual Assessments; and (c) Individual Assessments, which shall be levied pursuant to Article 7.4 for the payment of Individual Expenses.

7.2 **Annual Assessments.** The Common Expenses shall be payable through Annual Assessments levied by the Board against each Lot. Prior to December 15 of each year, the Board shall establish and adopt a budget for the Common Expenses for the next fiscal year and thereupon levy an Annual Assessment against each Lot. The budget and Annual Assessments shall be in such amount as deemed sufficient in the judgment of the Board to enable the Association to pay the Common Expenses as and when they become due.

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

7.4 **Individual Assessments.** Each Lot for which the Association incurs Individual Expenses pursuant to Article 6.5 shall be subject to Individual Assessments levied by the Board for the payment of such Individual Expenses. Except as otherwise provided by action of the Board, each Individual Assessment shall be deemed levied by the Board upon delivery of notice of such Individual Assessment in accordance with the provisions of Article 7.6.

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

A. **Assessment Shares.** Each Lot shall be allocated a numerical share (the "Assessment Share") on which the amount of Annual Assessments and Special Assessments levied against the Lot shall be based. Subject to the provisions of Article 7.5.B, one Assessment Share shall be allocated to each Lot.

B. **Combined and Subdivided Lots.** The combination of any two or more Lots into a building site for a single dwelling unit shall not vary the number of Assessment Shares initially allocated to such Lots. In the event a Lot is subdivided and each resulting portion is combined with an adjoining Lot as a building site for a single dwelling unit, the Assessment Share attributable to such subdivided Lot shall be prorated between the resulting portions on the basis of square footage.

C. **Assessment Amount.** All Annual Assessments and Special Assessments levied by the Board shall be apportioned among the Lots such that the ratio of (1) the Assessment amount charged to and payable by each Lot, to (2) the total Assessments then charged and payable by all the Lots (determined without regard to the provisions of Article 7.11), shall be the same as the ratio of (3) the Assessment Share allocated to such Lot, to (4) the total Assessment Shares allocated to all the Lots.

D. **Base and Supplemental Expenses.** The Annual Assessments shall be allocated separately to the Base Expenses and Supplemental Expenses. Lots shall be liable for the payment of Annual Assessments for Supplemental Expenses upon installation of approved landscape material for a home constructed on the Lot. Notwithstanding the foregoing, only Owners of a Paired Villa shall be liable for the payment of Annual Assessments for the Paired Villa Maintenance Expenses.

7.6 Notice of Assessments. Notice of Assessments shall be given as follows:

A. **Notice of Annual Assessments.** On or before December 20 of each year, the Association shall notify each Owner of the amount of the Annual Assessment levied against such Owner's Lot for the next fiscal year. The notice shall include a copy of the Common Expenses budget for such fiscal year.

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

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

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

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

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

A. **Payment of Annual Assessments.** Annual Assessments shall be payable in full on the first day of the fiscal year or in such installments, if any, as may be approved by the Board.

B. **Payment of Special Assessments.** Each Owner of a Lot against which a Special Assessment has been levied by the Board pursuant to Article 7.3 shall pay to the Association the full amount of the Special Assessment on or before the time established for payment by the Board; provided, however, that no Special Assessment may be payable sooner than 30 days following notice thereof, and further provided that any Special Assessment may be payable in installments if, and only to the extent, approved by the Board.

C. **Payment of Individual Assessments.** Each Owner of a Lot against which an Individual Assessment has been levied by the Board pursuant to Article 7.4 shall pay to the Association, within 30 days after notice thereof, the full amount of the Individual Assessment.

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

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

B. A delinquency charge equal to 10 percent of the Assessment (or such lesser amount as may be established by the Board) shall be added to the Assessment;

C. If the Assessment is payable in installments, the remaining installments of such Assessment may be accelerated by the Association to maturity if the delinquent installment, together with the delinquency charge and interest due thereon, is not paid in full

by the Owner within 10 days after notice by the Association of its intent to accelerate such remaining installments; and

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

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

7.10 **Working Capital Contribution.** The Board may, in its discretion, require each Owner of a Lot who acquires his Lot directly from Developer to pay to the Association a one time contribution (the "Working Capital Contribution") to be used by the Association solely for the payment of the Common Expenses. The amount of the Working Capital Contribution shall be as determined by the Board, but may not exceed the then applicable Annual Assessment (as established without regard to the provisions of Article 7.11). Notwithstanding the foregoing, the payment of the Working Capital Contribution, as required herein, may be delayed, in Developer's sole discretion, for the period of time between the transfer of a Lot to a Florida licensed residential home builder ("Builder") and the date Builder conveys the acquired Lot to a third party; provided, however, Developer reserves the absolute right to demand payment of the Working Capital Contribution from Builder at any time after one year from the initial transfer of the Lot to Builder. In addition, the Board may, in its discretion, require each Owner of a Lot, upon acquiring such Lot, to pay to the Association a working capital contribution (the "Recurring Working Capital Contribution") to be used by the Association solely for the payment of the Common Expenses. The amount of the Recurring Working Capital Contribution may not exceed one quarter of the then applicable Annual Assessment. Notwithstanding anything to the contrary, the Recurring Working Capital Contribution shall not be due upon the initial transfer of a Lot from the Developer or a transfer of a Lot in which the Working Capital Contribution is paid by an Owner. The Working Capital Contribution and Recurring Working Capital Contribution will be considered and recorded by the Association as other income of the Association.

7.11 **Lots Owned by Developer.** Notwithstanding the foregoing provisions of this Article 7, until the Turnover:

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

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

C. The combined amount of Annual Assessments and Special Assessments levied against a Lot during any calendar year may not exceed \$10,000.

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

ARTICLE 8 LIEN OF ASSESSMENTS

8.1 **Creation of Lien.** To the extent allowed by law, each Assessment levied by the Board against a Lot shall be secured by a lien in favor of the Association against the Lot and Improvements thereon in accordance with the provisions of this Article 8. The lien shall secure not only the amount of the Assessment, but also all interest, delinquency charges, and costs of collection as provided by Article 7.8. The lien of every Assessment levied against a Lot shall attach and become a charge on the Lot, and all Improvements thereon, upon the recording of this Declaration.

8.2 **Enforcement of Lien.** In the event any Assessment is not paid within 30 days after the Assessment is due, the Association shall have the right to file a claim of lien in the Public Records. The Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Lot, the Association shall be entitled to recover from the Owner of such Lot the interest and delinquency charge provided by Article 7.8 and all costs, including Attorney's Fees, incurred in preparing, filing, and foreclosing the Assessment lien; all such costs, delinquency charges, interest, and Attorney's Fees shall be secured by such lien.

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

ARTICLE 9 RESTRICTIONS

9.1 **Residential Use.** Except as otherwise provided herein, the Lots may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, profession, or religious or charitable enterprise may be conducted on any part thereof, except that: (a) an Owner may conduct a home

occupation (as defined in the Sarasota County Zoning Regulations, as amended) on his Lot, if the home occupation is permitted by Sarasota County ordinances without special permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; is not accompanied by the display of any exterior sign; complies with all other provisions of this Declaration and the Rules and Regulations; and is otherwise approved by the Association; (b) an Owner and his agents may show his Lot and Improvements thereon for sale or lease; and (c) business activities necessary for the construction of a dwelling or other Improvements on an Owner's Lot shall be permitted.

9.2 **Dwellings.** No building may be erected or permitted to remain on any Lot in Unit I other than one detached or attached single-family dwelling containing at least 1,200 square feet of enclosed air-conditioned living area (exclusive of open or screen porches, terraces, and garages), which dwelling may not exceed two stories in height, unless otherwise approved by the Developer and Architectural Committee. Except as otherwise approved by the Architectural Committee in writing as to use, location, and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a dwelling. All dwellings and other structures shall comply with setback requirements contained in the applicable zoning ordinance approved by Sarasota County. No built-up roofs, flat roofs, or roofs having a slope of less than 4/12 shall be permitted on any building without the written approval of the Architectural Committee. All roofing material must be approved by the Architectural Committee. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling, except that screened roofs may be used over pools and lanais. Dwellings constructed of concrete block shall be covered with decorative cementitious finish or veneer approved by the Architectural Committee. All chimneys shall be finished with material approved in writing by the Architectural Committee, and no sheet metal shall be exposed unless approved in writing by the Architectural Committee. All dwellings must have a driveway from the road to the garage, constructed of brick pavers, brick, or other material approved in writing by the Architectural Committee. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling shall be compatible in appearance to the existing dwelling and must be approved by the Architectural Committee.

9.3 **Garages Required.** No dwelling shall be constructed on any Lot in Unit 1 without provision for a fully enclosed garage having a capacity of not less than two vehicles, unless otherwise approved by the Architectural Committee. Whether the garage is attached to the dwelling or detached, the garage must be constructed and designed to be in conformance with the architectural style, color, and materials of the dwelling. Conversion of a garage to living area or other usage is expressly prohibited without: (a) the substitution of another enclosed garage having a capacity of not less than two vehicles; and (b) the prior written approval of the Architectural Committee. All garages must have doors that are maintained in a useful, working condition and that are operated by electric door openers. Detached outbuildings approved by the Architectural Committee may be constructed and must be compatible with the architectural style, color, and materials of the dwelling. The Architectural

Committee reserves the right to restrict the number, size, and location of outbuildings. Prefabricated outbuildings are prohibited.

9.4 **Architectural Criteria.** The dwelling and all other improvements constructed or installed upon a Lot shall comply with the Architectural Criteria.

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

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

9.7 **Water and Sewer.** All dwellings shall use and be connected to the central water and sewerage system made available by Developer. Owner shall be responsible for any impact fees attributable to such connection. For irrigation water needs only, all dwellings shall use and be connected to an irrigation system as described in Article 4.4.A. No septic tank shall be installed, used, or maintained on any Lot, without the prior written approval of the Architectural Committee or Developer and the approval of any applicable governmental authority.

9.8 **Fences and Walls.** In order to preserve the open character of the Subdivision and minimize visual and physical impacts on adjoining properties, hedges and other landscaping to provide privacy are encouraged over fences and walls. However, privacy walls and decorative fences attached to a dwelling as an integral part of the design scheme of the architectural exterior elevation of the dwelling are permitted, if approved by the Architectural Committee.

A. The location and height of all fences, walls, and hedges shall be subject to approval by the Architectural Committee prior to construction and installation. In no event shall any wall or fence exceed an average height of six feet, exclusive of pillars or ornaments, unless approved by the Architectural Committee. Decorative entry walls, entry gates, courtyard walls, pool cages, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the dwelling and may be allowed within the applicable building setbacks with Architectural Committee approval.

B. The material and design of all walls shall be identical or compatible with the materials, colors, finishes, textures, and architectural style of the dwelling and shall be

subject to approval by the Architectural Committee prior to construction and installation. Landscaping shall be provided along the outside of any wall to soften the wall's visual impact.

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

9.9 Swimming Pools. All swimming pools shall be designed and constructed so that the deck and surrounding patio or walkway, if any, is at ground level. The Architectural Committee may approve minor variances where existing conditions prohibit construction of a swimming pool at ground level, but in no case shall the Architectural Committee allow the construction of a swimming pool which would customarily be regarded as an "above-ground" swimming pool. All pool areas shall be enclosed, and all swimming pools shall be designed, located, and constructed in accordance with all applicable governmental laws, rules, regulations, and standards. Screened cages around pool areas are encouraged; however, no screening of pool areas shall extend beyond a line extended from, and aligned with, the side walls of the dwelling unless specifically approved by the Architectural Committee. All pool screen cages shall be mansard style, and no flat roof or A-frame cages shall be permitted.

9.10 Setback Lines. No home shall be erected or placed upon any part of a Lot such that any portion of the dwelling or structure (excluding eaves or overhangs of two feet or less): (a) encroaches on any "landscape buffer" denoted on the plat of the Subdivision; (b) encroaches on any specific easement reserved unto or granted by Developer pursuant to the provisions of this Declaration or the plat of the Subdivision; (c) is closer than: 20 feet from the front Lot line to the garage and 15' from the front Lot line to the dwelling, 10 feet between dwellings, 5 feet from a rear Lot line that abuts a side Lot line, 3 feet from the rear Lot line to a swimming pool, or 10 feet from the rear Lot line to the principal structure of the dwelling; or (d) is constructed in violation of any setback requirements of Sarasota County then in effect. Notwithstanding any of the above, construction of pool cages, patios, terraces, low platforms, steps, decks, and screened enclosures shall be permitted within any rear setback area up to 6 feet from the rear Lot line, provided that such construction: (1) does not violate any provisions of law; (2) in the opinion of the Architectural Committee, does not interfere with the exposure, view, or reasonable privacy of adjoining or facing properties; and (3) is otherwise approved by the Architectural Committee. In addition, notwithstanding any of the above, air conditioning equipment and underlying pads, pool pumps, heaters, related equipment and underlying pads, and roof structures may encroach in an easement depicted on the Plat in favor of the Association or created pursuant to Article 17.1.D in favor of the Association ("Association Easement Area"), provided that such construction: (1) does not violate any provision of law; (2) is constructed by an Approved Builder in accordance with the Plans approved by the Architectural Committee; and (3) does not impair the use of the Association Easement Area for its intended purpose.

9.11 Lampposts and Mailboxes. No lamppost or mailbox shall be erected on any Lot unless and until the size, location, and design of, and the type of material for, such lamppost or mailbox shall have been approved by Developer. Developer may require the use of standard lampposts and mailboxes on all Lots. United States Post Office regulations may dictate the

location of mailboxes on the Lots. Receptacles for newspapers, magazines, periodicals, or similar materials are prohibited. Replacement of the lamppost or mailbox due to any cause shall be at the Owner's expense. Costs of electricity for illumination of the lamppost shall be paid by the Owner.

9.12 **Landscaping.** Prior to completion of construction of a dwelling upon a Lot, such Lot shall be sodded with grass and landscaped in accordance with a landscape plan as required by the Architectural Criteria and approved by the Architectural Committee. All lawns and landscaping shall extend to the pavement line in front of or adjacent to any home and to the normal water line for those Lots adjacent to any pond. No plant species classified as exotic by the State of Florida or Sarasota County shall be planted or maintained on any Lot. If approved by the Architectural Committee, rock, stone, sand, shell, and other hard surfaces shall be used for landscaping only as plant beds and accent areas; in no event shall more than 20 percent of the yard of any Lot be covered with such materials. In addition, prior to completion of construction of a dwelling upon a Lot, an underground irrigation system of sufficient size and capacity to irrigate all sodded and landscaped areas shall be installed by the Owner on each landscaped Lot and maintained by the Owner in good working order. All outdoor equipment on a Lot, including without limitation, all pool equipment, heating, ventilating, and air conditioning equipment, shall be screened with landscape plantings, low fencing, or low walls pursuant to a plan approved by the Architectural Committee. All plants used for such screening must be a minimum of five gallon plants at the time of installation. Nothing in this Article 9.12 shall be construed to limit any rights of an Owner under applicable law.

9.13 **Irrigation.** Prior to completion of construction of a dwelling on a Lot, that portion of the front, side, and rear yards of a Lot not covered by a dwelling, patio, driveway, or walkway shall be improved with an automated irrigation system. Such automated irrigation system shall include a timer mechanism, irrigation lines, and sprinkler heads (or, to the extent required by Developer, drip or micro irrigation systems) sufficient in number, location, and capacity to irrigate all sodded and landscaped areas on the front, side, and rear yards of the Lot. The Owner shall utilize the automated irrigation system to properly irrigate the sodded and landscaped areas of the Lot in accordance with SWFWMD and Sarasota County guidelines and restrictions. The automated irrigation system on each Lot shall be connected to and utilize the Central Irrigation System in accordance with the provisions of Article 14.2; and operation of the automated irrigation system on each Lot shall be subject to the control of the Association. The use of an individual well by the Owner of a Lot for irrigation purposes shall be prohibited unless Developer is not able to install the Central Irrigation System or unless otherwise approved by Developer. In no event shall any automated irrigation system within the Subdivision utilize the Sarasota County potable water supply.

9.14 **Boats and Vehicles** No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No Restricted Vehicle (excluding vehicles of Persons temporarily in the Subdivision to provide business services to an Owner, Developer, or the Association) shall be parked in the Subdivision unless inside a garage. No maintenance work other than washing shall be performed on any vehicle, unless such maintenance work is

performed inside a garage. The restrictions on vehicles contained in this Article 9.14 shall not apply to vehicles or trailers utilized by builders in connection with any Construction Work. Notwithstanding the foregoing, a vehicle may be parked outside of a paved driveway or garage on a temporary basis not to exceed three consecutive hours one time per week.

9.15 **Signs.** No sign or pole flag of any kind shall be displayed on any Lot except as follows:

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

B. One temporary sign not exceeding four square feet in size utilized in connection with the sale of a Lot may be displayed on the Lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of Developer.

C. During the course of construction of a dwelling on a Lot, a construction sign not exceeding four square feet in size identifying the builder may be displayed on the Lot if such sign is approved by Developer, which approval may be withheld by Developer in its sole discretion. Such sign shall be promptly removed upon the issuance by Sarasota County of a certificate of occupancy for the dwelling.

D. Other signs and pole flags may be displayed if such signs or pole flags are approved by Developer as to size, design, location, and content.

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

9.17 **Trash.** Owners shall keep all garbage, trash, and other refuse in sanitary containers. Containers shall not be placed in front of a dwelling except on the morning scheduled for refuse collection. Containers shall be removed promptly, along with any debris, after collection. Developer or the Architectural Committee may require the use of standard containers for collection of garbage, trash or other refuse. Notwithstanding the foregoing, an Approved Builder is permitted to place a dumpster on a Lot in connection with Construction Work.

9.18 **Storm Protection.** In the event of hurricane or tropical storm watches or warnings, an Owner may board up his dwelling or install protective shutters, but such protective measures shall be promptly discontinued once the threat of storm ceases.

9.19 **Construction.** No construction activity is permitted within the Subdivision on Sundays and all construction activity within the Subdivision on Monday through Saturday is limited to the hours between 7:00 a.m. and 7:00 p.m. Notwithstanding that Construction Work may temporarily disturb the peace and quiet of the occupants of adjacent Lots, such Construction Work is permitted, subject to the provisions of this Article and any reasonable limitations as may be imposed by the terms of the Rules and Regulations. No Owner may have any claim against Developer or any other Person for any interference with the Owner's view, peace and quiet, welfare, or access to light and air, caused by any such Construction Work.

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

9.21 **Screening.** All garbage and trash containers, all oil, gas, water or other storage tanks, all pool equipment (such as pumps, filters and heaters), and all air conditioning units or other mechanical equipment shall be located or placed within areas which are screened from the view of other Owners by wood fencing (excluding lattice) or block walls in such a fashion so that only one side is open for access, or such additional screening as may be required by the Architectural Criteria. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is completely shielded from the view of other Owners by similar walls or fences.

9.22 **Solar Collectors.** No solar collectors shall be permitted on any Lot unless constructed on the rear of the dwelling, level with the roof, not visible from any adjacent street, and approved by the Architectural Committee prior to installation.

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

9.24 **Exterior Antennas.** Except for satellite dishes one meter or less in diameter whose location is approved in writing by the Architectural Committee pursuant to Article 10, no

exterior antenna, aerial, satellite dish, or other apparatus for the reception or transmission of television, radio, or other electronic signals shall be placed or maintained on any Lot without the prior written approval of the Architectural Committee.

9.25 Utility Lines. No Person other than Developer shall place or maintain any overhead utility or cable television lines within the Subdivision without the prior written approval of Developer, except for temporary lines as required during construction or as otherwise may be required by law. All underground utility lines and lead-in wires for electrical, telephone, and cable television service shall be located at least 12 inches below the surface.

9.26 Air Conditioning Units. No window or wall air conditioning units may be installed or maintained on any Lot. The terms of this Article are not applicable to trailers or temporary accessory buildings or structures permitted pursuant to Article 9.6.

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

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

9.29 Clearing of Trees. No Person other than Developer or the Association shall cut down, remove, or clear from any Lot any tree.

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

9.31 Leases. No Owner shall lease less than his entire Lot or lease his Lot for a term less than six months in duration. Copies of leases shall be provided to the Association upon request.

9.32 Sales. No garage, yard, or estate sale may be conducted on a Lot without the prior written approval of the Association. No Lot may be offered for sale by means of any auction conducted within the Subdivision.

9.33 Resubdivision. No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than shown on the Plat for the same area. Any Lot or part thereof may be combined with any contiguous Lot or part thereof to form a single building site; provided the number of building sites resulting from the combination of such Lots or parts thereof, together with any previous combination of such Lots or parts thereof, does not exceed the number of such Lots as originally platted. In the event that any Lot or part thereof is combined with any contiguous Lot or part thereof to form a single building site, except for the determination of voting rights under Article 2.3 and

Assessment Shares under Article 7.5, the provisions of this Declaration shall apply thereto as if it were a single Lot.

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

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

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

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

9.38 **Games and Accessory Structures.** Any fixed games and play structures shall be located at the rear of the dwelling. No platform, dog house, playhouse or other similar structure shall be constructed or installed on any portion of a Lot located in front of the rear line of the dwelling, and any such structure shall be approved in writing by the Architectural Committee prior to construction or installation. Basketball backboards are specifically prohibited.

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

9.40 **Additional Restrictions.** Developer reserves the right to impose additional restrictions in the conveyance of title to any Lot, provided such restrictions are identified in the purchase agreement between Developer and the Owner of the Lot.

ARTICLE 10
ARCHITECTURAL CONTROL

10.1 Approval by Architectural Committee. Except as otherwise provided in Article 10.9, no Construction Work shall be commenced unless and until the plans and specifications for such Construction Work (the "Plans") have been submitted to the Architectural Committee in accordance with Article 10.4 and approved by the Architectural Committee in writing. In keeping with Developer's intent to establish and maintain a community of quality residential homes of aesthetically pleasing design, the Architectural Committee shall evaluate the Plans with respect to the harmony of external design, appearance, and location of all Improvements to which the proposed Construction Work relates in relation to surrounding structures and topography, the proposed materials and construction standards, the conformance of the proposed Construction Work with any applicable Architectural Criteria, with restrictions set forth in this Declaration, and the general aesthetic impact of the proposed Construction Work. The purpose of the Architectural Committee's review of Plans shall not be to impose a uniform appearance in the Subdivision, but rather to promote the architectural and aesthetic quality of Improvements in the Subdivision for the benefit of all Owners.

10.2 Architectural Committee. The Architectural Committee shall be composed of not less than one or more than five members, who need not be members of the Association. Initially the members of the Architectural Committee shall be the same as the members of the Board. Members of the Architectural Committee shall be appointed by, and shall serve at the pleasure of, the Board. A majority of the Architectural Committee members shall constitute a quorum to transact business at any meeting of the Architectural Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Committee because of death, resignation, or other termination of service of any member shall be filled by the Board. No member of the Architectural Committee shall be entitled to compensation for services performed unless authorized by the Board. The Architectural Committee may employ independent advisers, in which case reasonable compensation to such advisers shall be paid by the Association as part of the Common Expenses. All copying, telephone, telecopy, and other out-of-pocket expenses of the Architectural Committee shall also be paid by the Association as part of the Common Expenses. All decisions of the Architectural Committee shall be final and binding on the Owners.

10.3 Architectural Control Authority. The Architectural Committee's authority under this Article 10 shall include the power to prohibit those uses, activities, or exterior designs that the Architectural Committee, in its sole discretion, deems inconsistent with the provisions of this Declaration or contrary to the best interests of the Owners in maintaining the value and desirability of the Subdivision. The Architectural Committee shall have authority to adopt, promulgate, rescind, amend, and revise Architectural Criteria for the Subdivision, provided such Architectural Criteria are reasonable and consistent with the provisions of this Declaration. The authority provided herein shall apply not only to preconstruction and construction periods but also to all periods subsequent to construction to ensure that all Architectural Committee

requirements continue to be satisfied by the Owner on which the Construction Work is to take place.

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

- A. Architectural, engineering, and construction plans and specifications (which shall show proposed exterior colors and materials);
- B. Site plan, including lighting, driveway, grading, and drainage plans;
- C. Landscaping and tree plan, showing all existing trees having a stem diameter of four inches or greater at five feet above the natural grade and further showing which trees are to be removed or left in place;
- D. Construction schedule; and
- E. Such additional information as may be reasonably necessary for the Architectural Committee to evaluate completely the proposed Construction Work.

In the event the Architectural Committee disapproves the Plans or preliminary plans, the Architectural Committee shall advise the Owner of the specific reasons for disapproval and, where appropriate, suggest modifications and revisions that would result in approval. In the event the Architectural Committee fails to respond to a complete application within 30 days after the same has been submitted to and received by it, the Architectural Committee's approval shall be deemed to have been given; provided, however, that no Improvements shall be erected or be allowed to remain on any Lot which violate any building or use restrictions contained in this Declaration or other recorded instrument.

10.5 **Procedure.** Unless such powers are modified by action of the Board, the Chairman of the Architectural Committee, or any other Person or Persons appointed by the Architectural Committee (the "Architectural Committee Representative"), shall have the following powers: (a) with regard to applications submitted by an Approved Builder or any other type of application as determined by the Board, the Architectural Committee Representative shall be permitted to make conclusive and binding decisions on behalf of the Architectural Committee; and (b) with regard to all other applications, the Architectural Committee Representative may make preliminary review of such applications to the Architectural Committee and report such applications to the Architectural Committee with the Architectural Committee Representative's recommendations for Architectural Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the

Architectural Committee deems advisable. In addition to the fees payable under Article 10.7, the Owner making application to the Architectural Committee shall reimburse the Association for all reasonable costs associated with the review of Plans by the Architectural Committee, including any expense for architectural, engineering, or Attorney's Fees. If such reimbursement is not made within 15 days after deliver to the Owner of written notice of the costs to be reimbursed, such costs shall be included in the Individual Expenses pursuant to Article 6.5 and shall be assessed against the Owner's Lot as an Individual Assessment in accordance with Article 7.4.

10.6 Proceeding with Work. Upon receipt of approval from Architectural Committee, the Owner shall as soon as practical satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of the approved Construction Work. In all cases, the approved Construction Work shall commence within six months from the date of approval, and if the Construction Work is not so commenced, approval shall be deemed revoked unless the Architectural Committee pursuant to written request made and received prior to the expiration of the six-month period extends the period of time within which the approved Construction Work must be commenced. The Architectural Committee will have the authority to waive or modify the terms of this Article as applied to an Approved Builder by issuing a waiver or modification letter to the applicable Approved Builder.

10.7 Fees. The Board shall adopt a schedule of reasonable fees for processing applications to the Architectural Committee. Such fees shall be paid by each Owner to the Association at the time such Owner submits its Plans to the Architectural Committee for review. No submission of Plans shall be deemed complete until such architectural review fee is paid to the Association. The Association may utilize such funds in its sole discretion, including but not limited to paying the Architectural Committee members or consultants a reasonable fee.

10.8 Liability. Neither the Architectural Committee, the Association, nor Developer shall be liable in damages to anyone submitting Plans to the Architectural Committee for approval or to anyone affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of same. All Persons who submit Plans to the Architectural Committee for approval agree, by the submission of same, and each Owner of a Lot agrees, by acquiring title thereto or an interest therein, that they will not bring any action or suit against the Architectural Committee, the Association or Developer to recover damages in connection with matters to which this Article 10 pertains.

10.9 Interior Alterations. Notwithstanding any other provision of this Declaration to the contrary, the provisions of Articles 10.1 - 10.7 shall not apply to alterations or additions made by an Owner to those Improvements lying within the interior of the Owner's dwelling.

**ARTICLE 11
WARRANTIES**

Except as Developer may otherwise expressly provide by written contract, **THE CONSTRUCTION, DEVELOPMENT, AND SALE BY DEVELOPER OF ANY LOT OR OTHER PROPERTY OR IMPROVEMENTS IN THE SUBDIVISION ARE WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE SUBDIVISION OR IMPROVEMENTS CONSTRUCTED BY DEVELOPER THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED. EXCEPT AS DEVELOPER MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DEVELOPER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OR LEVELS OF LOW FREQUENCY ELECTROMAGNETIC FIELDS, RADON, RADON PROGENY, OR ANY OTHER POLLUTANT WITHIN THE SUBDIVISION OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION PURSUANT TO THIS DECLARATION OR OTHER INSTRUMENT. NEITHER DEVELOPER NOR THE ASSOCIATION SHALL IN ANY MANNER BE CONSIDERED INSURERS OR GUARANTORS OF ANY PERSON'S SAFETY WITHIN THE SUBDIVISION, NOR SHALL DEVELOPER OR THE ASSOCIATION HAVE ANY LIABILITY TO ANY PERSON FOR INJURY OR LOSS RESULTING FROM THE PRESENCE OR ACTIONS OF POISONOUS SNAKES, ALLIGATORS, OR WILDLIFE; RESULTING FROM THE PRESENCE OR MAINTENANCE OF STORMWATER RETENTION PONDS, WETLAND AREAS, OR ROADWAYS WITHIN THE SUBDIVISION; OR RESULTING FROM VEHICULAR TRAFFIC ON ROADWAYS WITHIN OR ADJOINING THE SUBDIVISION.**

**ARTICLE 12
INSURANCE AND CASUALTY LOSS**

12.1 Common Area Insurance. The Association shall obtain blanket all-risk coverage insurance for all insurable Improvements that are part of the Common Areas or, if blanket all-risk coverage is not reasonably available in the determination of the Board, then at a minimum insurance covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from such hazards. The cost of such insurance shall be paid by the Association and shall be included in the Common Expenses.

12.2 **Liability Insurance.** The Association shall obtain public liability insurance covering loss to the Association from damage or injury caused by the negligence of the Association or any of its members, employees, or agents, and, if reasonably available (as determined by the Board), directors' and officers' liability insurance. The public liability policy shall have coverage of at least \$1 million for bodily injury or death and \$100,000 for property damage. The premiums for such insurance coverage shall be included in the Common Expenses. The Owners shall have no personal liability upon any claims made against the Association, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess the Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

12.3 **Policies.** Each policy may contain a reasonable deductible (as determined by the Board), and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Article 12.3.B. Such insurance shall be governed by the following provisions:

A. All policies shall be written with a company authorized to do business in Florida which is assigned a rating of A or better and a financial size category of 10 or larger by A. M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

B. All policies shall be for the benefit of the Association and its members.

C. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

D. The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by Owners or occupants of Lots.

E. If reasonably available, in the determination of the Board, the insurance policies will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board, the Owners, and their respective tenants, employees, agents, and guests.

(2) A waiver by the insurer of any right to repair and reconstruct in lieu of a cash settlement.

(3) A statement that any "other insurance" clause excludes individual Owners' policies.

(4) A statement that the Association will be given at least 30 days prior written notice of any cancellation, substantial modification, or nonrenewal.

12.4 **Other Association Insurance.** In addition to the other insurance required by this Article 12, the Association shall obtain worker's compensation insurance if, and to the extent,

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

12.5 Damage and Destruction. Immediately after damage or destruction by fire or other casualty to Improvements covered by insurance obtained by the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Improvements. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless all members of the Board shall decide within 60 days after the casualty not to repair or reconstruct, and such decision is approved within 60 days thereafter by Developer. In the event it is determined in the manner described above that the damage or destruction is not to be repaired or reconstructed and no alternative Improvements are authorized, then and in that event the affected portion of the Subdivision shall be restored substantially to its natural state and maintained by the Association, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration, in a manner consistent with the Community Standards.

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

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

B. If it is determined, as provided in Article 12.5, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by the Association and applied to the payment of the Common Expenses.

12.7 Owner's Insurance. Each Owner shall carry casualty insurance on the insurable portions of his Lot Improvements meeting the same requirements as set forth in Article 12.1 for insurance on the Common Areas. The Owner of a Paired Villa must name the Owner of the adjacent Paired Villa (and such Owner's mortgagee) and the Association as additional insureds, as their interests may lie, with respect to the structural and shared components of the overall structure collectively containing the Paired Villas.

A. In the event of any damage to the Owner's Lot Improvements, the Owner shall remove all debris within 60 days, complete repair or reconstruction of the damaged Improvements within one year in a manner consistent with the original construction

or such other plans and specifications as are approved in accordance with Article 10, and pay any costs of repair or reconstruction that are not covered by insurance proceeds.

B. Notwithstanding the provisions of Article 12.7.A, in the event of damage resulting in destruction of all or substantially all of the Owner's Lot Improvements, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall, within 60 days, clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter the Lot shall be maintained by the Owner, or by such other Persons as may be responsible for such maintenance under the terms of this Declaration, in a manner consistent with the Community Standards.

C. In the event the roof of a Paired Villa is destroyed or damaged by fire or other casualty, then to the extent such destruction or damage is not covered by insurance and repaired out of the proceeds of insurance, the adjoining Owners must restore the roof and each must contribute one-half of the costs of such restoration. All such repairs or rebuilding must be done within a reasonable time and in a workmanlike manner with materials comparable to those used in the original roof, and must conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or rebuilding. Notwithstanding the provisions of this Article, if a roof is damaged or destroyed by or through the act of an Owner (whether or not such act is negligent or otherwise culpable) so as to deprive the adjoining Owner of the full use and enjoyment of the roof, then the Owner responsible for the damage must repair the damage and, to the extent the damage is not covered by insurance, must bear the full cost of the repairs. The right of an Owner to contribution from an adjoining Owner under this Article 12.7.C is appurtenant to the land and will pass to such Owner's successors in title. If an Owner fails to perform his repair responsibilities under this Article 12.7.C within a reasonable amount of time, the Association will have a right, but not the obligation, to perform such repair responsibilities, provided the Association has first, except in a situation involving an emergency, by written notice to the Owner, afforded the Owner a period of 30 days within which to correct the failure. If the Association exercises its right to perform an Owner's repair responsibilities, agents and employees of the Association, together with such other Persons as may be authorized by the Board will have the right to enter upon the Owner's Lot to perform such repair, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by the Association in performing an Owner's repair responsibilities, together with the Administrative Fee, shall be included in the Individual Expenses pursuant to Article 6.5 and shall be assessed against the Owner's Lot as an Individual Assessment in accordance with Article 7.4.

ARTICLE 13 VARIANCES

Developer hereby reserves the right, with respect to any Lot, to vary those conditions, restrictions, limitations, and agreements herein set forth which refer to areas of improvement, setbacks, easements, construction of Improvements, landscaping, fences, walls, and signs, and any such variance shall be evidenced by written instrument executed by Developer. Such

variance shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots, and the same shall remain fully enforceable against all Lots other than the Lot where such variance is permitted.

ARTICLE 14 COMMUNITY SERVICES

14.1 **Telecommunications Services.** Developer or the Association may enter into an agreement with a third party provider (the "Telecommunications Services Agreement"), including any cable television, telephone, satellite, or security system company, to provide Telecommunications Services to the Lots upon such terms as the Board may deem to be in the best interests of the Subdivision and the Owners. Any such agreement, including any provision thereof requiring payment by the Association or any Owner for the furnishing of any of the Telecommunications Services pursuant to the agreement, shall be binding upon the Association and the Owners. Except as otherwise provided by the terms of any such agreement, all lines, conduits, wires, amplifiers, towers, antennae, materials, equipment, apparatus, installations, and fixtures installed within the Subdivision by which the Telecommunications Services are furnished to the Lots shall be owned exclusively by the Person installing same.

14.2 **Central Irrigation System.** Developer will provide to the Association and the Owners access to water for irrigating the lawns and landscaping within the Subdivision. Provided Developer obtains requisite governmental approvals, Developer may install within the rights-of-way of the Subdivision's private streets and the areas depicted on the Plat as a "Utility Easement" main irrigation water supply lines for the provision of irrigation water to the Subdivision. In such event, Developer will connect the main irrigation water supply lines to one or more pumps for the withdrawal of water from one or more of the Stormwater Management System's lakes or ponds or from one or more wells. Developer may, in its discretion, install one or more wells to augment the water in any lake or pond from which water will be pumped for the provision of irrigation water to the Subdivision. Developer may also supplement, or replace, water drawn from wells or the Stormwater Management System's lakes or ponds with reclaimed water supplied by Sarasota County, if such reclaimed water is available. All main irrigation water supply lines, wells, pumps, controllers, and other accessory equipment installed by Developer for the provision of irrigation water to the Subdivision collectively constitute the "Central Irrigation System". All charges to the Association for the supply of water for irrigation of the Common Areas will be included in the Base Expenses. All charges to the Association for the supply of water for irrigation of the Lots with completed dwellings will be included in the Supplemental Expenses. Developer or the Association will have the right to establish usage rules, including the establishment of limited timeframes for water usage, and the Association and the Owners must comply with such rules.

ARTICLE 15
RIGHTS OF DEVELOPER

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

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

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

C. Impose any Special Assessment, Individual Assessment, or Fine against Developer or its respective properties.

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

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

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

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

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

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

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

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

L. Restrict the right of Developer to use, access, and enjoy any property within the Subdivision.

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

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

15.3 **Development.** At the time of recording of this Declaration, development and construction of the Lots and Improvements in the Subdivision has not been completed. Developer reserves all rights and easements necessary or desirable with respect to the

Subdivision to complete such development and construction and to effect the sale or lease of all the Lots. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Subdivision and the Owners, no Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Developer. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles of Incorporation, or the Bylaws shall be construed to:

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

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

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

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

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

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

15.7 Stormwater Management System. Developer shall have the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all

other areas and apparatus comprising the Stormwater Management System. No use of the water in any of the Stormwater Management System's lakes or ponds may be made by the Association or other Persons without Developer's prior written consent, which consent may be withheld for any reason deemed sufficient by Developer. Developer may, in its sole and absolute discretion and without notice: (a) remove or withdraw all or any part of the water from any lake or any other portion of the Stormwater Management System for any purpose, including but not limited to maintenance, compliance with governmental regulations, extraction of fill dirt, or irrigation of any lands within the Subdivision; and (b) add Reclaimed Water to any lake or other portion of the Stormwater Management System for any purpose, including but not limited to purposes related to irrigation of any lands within the Subdivision. No person shall have any claim against Developer or the Association for Developer's exercising of such rights or the manner in which such discretion is exercised. As used herein, the phrase "Reclaimed Water" means water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but does not qualify as potable water under applicable governmental regulations. Nothing set forth in this Article 15.7 shall be construed to abrogate the Association's responsibility under Article 5 to operate and maintain the Stormwater Management System in compliance with all applicable regulations of Sarasota County, SWFWMD, and other governmental authorities, nor shall the exercise of Developer's rights under this Article 15.7 materially impede the Association's fulfillment of such responsibility.

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

ARTICLE 16 RIGHTS OF INSTITUTIONAL MORTGAGEES

The termination of the provisions of this Declaration by vote or approval of the Owners pursuant to Article 20.2, and any amendments to the provisions of this Declaration by approval of Owners pursuant to Article 21 materially and adversely affecting the rights or interests of Institutional Mortgagees, shall require the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees. Such consent shall not be unreasonably withheld.

ARTICLE 17 EASEMENTS

17.1 **Grants and Reservations.** The respective rights and obligations of the Owners, the Association, Developer, and others concerning easements affecting the Subdivision property shall include the following:

A. **Reserved by Developer.** Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for the installation, construction, repair,

maintenance, and replacement: (1) of walls, signs, lighting, landscaping, irrigation, wells, and related equipment and facilities over, under, and across the Common Areas; and (2) of lines, pipes, wells, drains, cables, equipment, apparatus, structures, and other Improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, and across the Common Areas and all utility and drainage easement areas shown or described on the plat of the Subdivision. Developer may assign and convey any of the foregoing easements to such Persons as Developer may deem appropriate for the use of such Persons as may be designated by Developer and upon such terms as may be established by Developer.

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

C. **Granted to Telecommunications Services Providers.** There is hereby granted to each Person providing Telecommunications Services to the Subdivision pursuant to Article 14.1 a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of all lines, conduits, wires, amplifiers, towers, antennae, materials, equipment, apparatus, installations, and fixtures by which such Telecommunications Services are provided over, under, across, and through such portion of the Subdivision as may be reasonably necessary therefor.

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

17.2 **Party Wall Easements.** Each wall built as part of the construction of a Paired Villa that straddles the boundary line of two Lots, which separate, in whole or in part, the Paired Villas, will constitute a "Party Wall." Each Owner of a Paired Villa containing a Party Wall will have the right to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length of the Party Wall for support of the permitted improvements located within the Paired Villa, and for the support of any building constructed to replace the original construction, and will have the right to maintain in or on the Party Wall,

any pipes, ducts or conduits originally located therein or thereon subject to the following restrictions:

A. No Owner of a Paired Villa will have the right to extend the Party Wall in any manner, either in length, height, or thickness.

B. If a Party Wall is destroyed or damaged by fire or other casualty, then to the extent such destruction or damage is not covered by insurance and repaired out of the proceeds of insurance, the adjoining Owners must restore the Party Wall, including the foundation of the Party Wall, and each must contribute one-half of the costs of such restoration. All such repairs or rebuilding must be done within a reasonable time and in a workmanlike manner with materials comparable to those used in the original Party Wall, and must conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or rebuilding. Whenever a Party Wall, or a portion thereof, must be rebuilt, it must be erected in the same location and be of the same size as the original Party Wall. Notwithstanding the provisions of this Article, if a Party Wall is damaged or destroyed by or through the act of an Owner (whether or not such act is negligent or otherwise culpable) so as to deprive the adjoining Owner of the full use and enjoyment of the Party Wall, then the Owner responsible for the damage must repair the damage and, to the extent the damage is not covered by insurance, must bear the full cost of the repairs.

C. The right of an Owner to contribution from an adjoining Owner under this Article 17.2 is appurtenant to the land and will pass to such Owner's successors in title.

D. The title held by each Owner of a Paired Villa to the portion of each Party Wall within such Paired Villa is subject to a cross easement in favor of the Owner of an adjoining Paired Villa for joint use of the Party Wall.

17.3 **Disturbances.** The use of any easement granted under the provisions of Article 17.1 may not include the right to disturb any building or structure on the Subdivision property, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a Person's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land; the roadways, grass, landscaping, and other Improvements which are disturbed shall be restored promptly by such Person as nearly as possible to their prior condition.

ARTICLE 18 MANAGEMENT AGREEMENT

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

ARTICLE 19
REMEDIES

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

19.2 **Enforcement.** Upon failure of an Owner to comply with the provisions of Article 19.1, the Association shall be entitled to exercise all rights and remedies provided by the terms of this Declaration and, in addition, to commence an action against the Owner for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action in which the Association is the prevailing party, the Association shall be entitled to recover its costs and Attorney's Fees.

19.3 **Fines.** Upon failure of an Owner to comply with the provisions of Article 19.1, the Association may, in the sole discretion of the Board and in addition to all other remedies to which the Association may be entitled pursuant to Article 19.2, assess an amount (a "Fine") upon the Owner pursuant to the following provisions:

A. **Notice.** The Association shall afford an opportunity for hearing to the Owner, after notice of not less than: (1) three days in the event of an emergency or if the Owner's actions constitute: (a) a threat to the health or safety of other Owners; or (b) a violation of any governmental laws and regulations applicable to the Subdivision; or (2) 14 days, in all other cases. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters allegedly constituting a violation of Article 19.1.

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

C. **Amount.** The Association may impose Fines according to the following schedule:

(1) The Association may impose a Fine not in excess of \$500 per day from the date of the Owner's violation of the provisions of Article 19.1 until such violation ceases, if the violation threatens the health or safety of other Owners or constitutes a violation of governmental laws and regulations applicable to the Subdivision. There is no limit on the aggregate amount of any Fine.

(2) With respect to any other violation by an Owner of the provisions of Article 19.1, the Association may impose a Fine not in excess of \$100 per day from the date of the Owner's violation until such violation ceases. There is no limit on the aggregate amount of any Fine.

D. Individual Assessments. Any Fine levied by the Association against an Owner shall be included in the Individual Expenses applicable to such Owner's Lot and shall be assessed as an Individual Assessment in accordance with the provisions of Article 7.4.

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

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

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

19.4 Association Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Owners holding at least 75 percent of the total votes of the Association membership. Such approval shall not be required, however, with respect to:

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

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

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

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

This Article 19.4 shall not be amended unless such amendment is made by Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to commence or prosecute proceedings as provided above.

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

A. If agreed to by the Association or Developer, respectively, the mediation shall be conducted through the Citizens Dispute Settlement Center for the Twelfth Judicial Circuit for the State of Florida pursuant to Section 44.201, Florida Statutes.

B. In all other cases, the mediation shall be conducted in accordance with Rule 1.700 et. seq. of the Florida Rules of Civil Procedure; provided, however, that mediation in

accordance with such rules may be initiated through a mediator agreed upon by the parties without order of court. If the parties cannot agree upon a mediator, then either party may move the court to name a mediator and initiate mediation pursuant to such rules.

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

ARTICLE 20 DURATION

20.1 **Covenants to Run with the Title to the Land.** The provisions of this Declaration, as amended from time to time as herein provided, shall be deemed to run with the title to all the property in the Subdivision and shall remain in full force and effect until terminated in accordance with the provisions of Article 20.2 or otherwise according to the laws of the State of Florida.

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

ARTICLE 21 AMENDMENTS

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

the Sarasota County Engineer or his authorized designee. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

**ARTICLE 22
MISCELLANEOUS**

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

22.2 Notices. Any notice authorized or required to be given to any Owner under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when personally delivered or when mailed, postage prepaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of such mailing. Any notice authorized or required to be given to the Association under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when personally delivered or when mailed by certified mail (postage prepaid), return receipt requested, to the address of the Association's principal office at the time of such mailing.

22.3 Use of Adjacent Property. In purchasing a Lot within the Subdivision, each Owner acknowledges the existence of currently vacant land which may be developed to include a church, lighted parking lot, and lighted sports fields on the RMF-2 zoned property (the "RMF-2 Property") located north of the Subdivision and hereby waives any claim relating to such uses within the RMF-2 Property. In purchasing a Lot within the Subdivision, each Owner acknowledges the existence of currently vacant land which may be developed to include a commercial retail shopping center, lighted parking lot, and other uses typically associated with a commercial shopping center on the CG zoned property (the "CG Property") located west of the Subdivision and hereby waives any claim relating to such uses within the CG Property.

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

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

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

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

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

WITNESSES:

Alyssa Nelson
Signature of Witness

its Alyssa Nelson
Print Name of Witness

Susan Campbell
Signature of Witness

Susan Campbell
Print Name of Witness

JLP DEVELOPMENT, LLC, a Florida limited liability company

By: VANGUARD REALTORS, LLC, a Florida limited liability company, as

Manager

By: [Signature]
John R. Peshkin
As its Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company and Manager of JLP DEVELOPMENT, LLC, a Florida limited liability company, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument for and on behalf of the limited liability companies as such manager for the purposes therein expressed and that he was duly authorized by the limited liability company to do so.

WITNESS my hand and official seal in the state and county named above this 24th day of June 2016.

(Notary Seal)

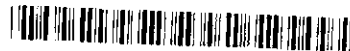


Alyssa Nelson
Signature of Notary Public
Alyssa Nelson
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 10/2/2018.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2017110789 7 PG(S)
September 01, 2017 10:49:54 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY FL

Prepared by:
Christa L. Folkers, Esquire
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236



**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
WATERCREST**

This Amendment is made this ____ day of _____ 2017 by JLP DEVELOPMENT, LLC, a Florida limited liability company ("Developer"), joined by WCI COMMUNITIES, LLC, a Florida limited liability company ("WCI").

RECITALS:

A. Developer previously recorded a Declaration of Restrictions for Watercrest in the Official Records as Instrument #2016106654, Public Records of Sarasota County, Florida (the "Declaration").

B. Article 21 of the Declaration reserves unto Developer the right to amend the Declaration at any time prior to the Turnover, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration.

C. Article 4.3 of the Declaration reserves unto Developer the right to replat any land within the Subdivision to add additional Lots or Common Areas.

D. Developer desires to replat land within the Subdivision and amend the Declaration with respect to certain matters as set forth herein.

Now, therefore pursuant to the rights of Developer reserved in Articles 4.3 and 21 of the Declaration, the Declaration is hereby amended as follows:

1. The property legally described in Exhibit "D" attached hereto, comprising Unit 1A, is hereby made subject to the provisions of the Declaration and is included in the definition of "Subdivision" as defined in Recital A of the Declaration. Exhibit "D" is added to the Declaration to read the same as Exhibit "D" attached hereto.

2. Article 1.57 is added to the Declaration to read as follows:

1.57 "Unit 1A" means the real property described in Exhibit "D" attached hereto.

3. The third sentence of Article 3.1 of the Declaration is amended to read as follows: "The Common Areas shall specifically include: (a) Tracts 100, 200, 300, 400, 550, 600, 700, 800, 900, and 1000, as shown on the plat of Unit 1 of the Subdivision, and all Improvements thereto; (b) Tract 500, as shown on the plat of Unit 1A of the Subdivision, and all Improvements thereto; and (c) all Improvements made by Developer to the land that is subject to the Landscape Buffer."

4. The first sentence of Article 3.3 of the Declaration is amended to read as follows: "Tracts 100, 200, 300, 400, and 500. Tracts 100, 200, 300, 400, and 500 are comprised of stormwater retention and open space areas and are hereby set aside by Developer for the use, enjoyment, and benefit of Developer and the Owners. Developer may install within these Tracts stormwater retention ponds, together with outfall structures, weirs, headwalls, and related stormwater drainage and retention control devices and apparatus, as part of the Stormwater Management System. Developer of the Association may further install such plants, landscaping, reuse pond, and Improvements as Developer of the Association may deem appropriate for the open space and retention pond character of these Tracts. The right of Developer and the Association to install such additional plants, landscaping, and Improvements shall not be construed as an obligation to do so, and except for such Stormwater Management System installations as may be required by Sarasota County or SWFWMD, these Tracts may, in the discretion of Developer and the Association, be left in an unimproved state."

5. Article 3.13 is added to the Declaration to read as follows:

3.13 Tract 500. Tract 500 is comprised of a stormwater retention and open space area and is hereby set aside by Developer for the use, enjoyment, and benefit of Developer and the Owners. Developer may install within this Tract stormwater retention ponds, together with outfall structures, weirs, headwalls, and related stormwater drainage and retention control devices and apparatus, as part of the Stormwater Management System. Developer or the Association may further install such plants, landscaping, reuse pond, and Improvements as Developer or the Association may deem appropriate for the open space and retention pond character of this Tract. The right of Developer and the Association to install such additional plants, landscaping, and Improvements shall not be construed as an obligation to do so, and except for such Stormwater Management System installations as may be required by Sarasota County or SWFWMD, this Tract may, in the discretion of Developer and the Association, be left in an unimproved state.

In Witness whereof, Developer, joined by WCI, have caused this First Amendment to be executed in their names this ____ day of July 2017.

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

Merry Priddy
Signature of Witness

Merry Priddy
Print Name of Witness

Amy Hofschnider
Signature of Witness

Amy Hofschnider
Print Name of Witness

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

By: _____
John R. Peshkin, as its Manager

WCI COMMUNITIES, LLC
By: _____
Darin McMurray, as its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company and Manager of JLP DEVELOPMENT, LLC, a Florida limited liability company, and to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument, for and on behalf of the companies for the purposes therein expressed and that he was duly authorized by the companies to do so.

WITNESS my hand and official seal in the state and county named above this _____ day of _____ 2017.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

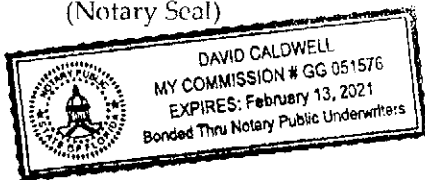
I am a Notary Public of the State of Florida, and my commission expires on ____.

STATE OF FLORIDA
COUNTY OF SARASOTA LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared DARIN Mc MURRAY, as VICE President of WCI COMMUNITIES, LLC, a Florida limited liability company, and to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument, for and on behalf of the company for the purposes therein expressed and that he was duly authorized by the company to do so.

WITNESS my hand and official seal in the state and county named above this 11 day of July 2017.

(Notary Seal)



David Caldwell
Signature of Notary Public

DAVID CALDWELL
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on ____.

In Witness whereof, Developer, joined by WCI, have caused this First Amendment to be executed in their names this ____ day of July 2017.

WITNESSES:
Amy Roberts
Signature of Witness
Amy Roberts
Print Name of Witness
Kathie Jett
Signature of Witness
Kathie Jett
Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

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

[Signature]
By: _____
John R. Peshkin, as its Manager

WCI COMMUNITIES, LLC

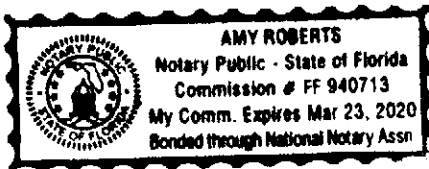
By: _____
Darin McMurray, as its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company and Manager of JLP DEVELOPMENT, LLC, a Florida limited liability company, and to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument, for and on behalf of the companies for the purposes therein expressed and that he was duly authorized by the companies to do so.

WITNESS my hand and official seal in the state and county named above this 14~~th~~ day of July 2017.

(Notary Seal)



Amy Roberts
Signature of Notary Public
Amy Roberts
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 3/23/20

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared _____ as _____ of WCI COMMUNITIES, LLC, a Florida limited liability company, and to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument, for and on behalf of the company for the purposes therein expressed and that he was duly authorized by the company to do so.

WITNESS my hand and official seal in the state and county named above this _____ day of _____ 2017.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on ____.

EXHIBIT "D"

All of the property described in the plat of WATERCREST, Unit 1A, recorded in Plat Book 51, page 53, Public Records of Sarasota County, Florida.

WATERCREST, UNIT 1
 A PART OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND A REPLAT OF TRACTS 82 THROUGH 84 AND 87 THROUGH 96 OF "VENICE FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

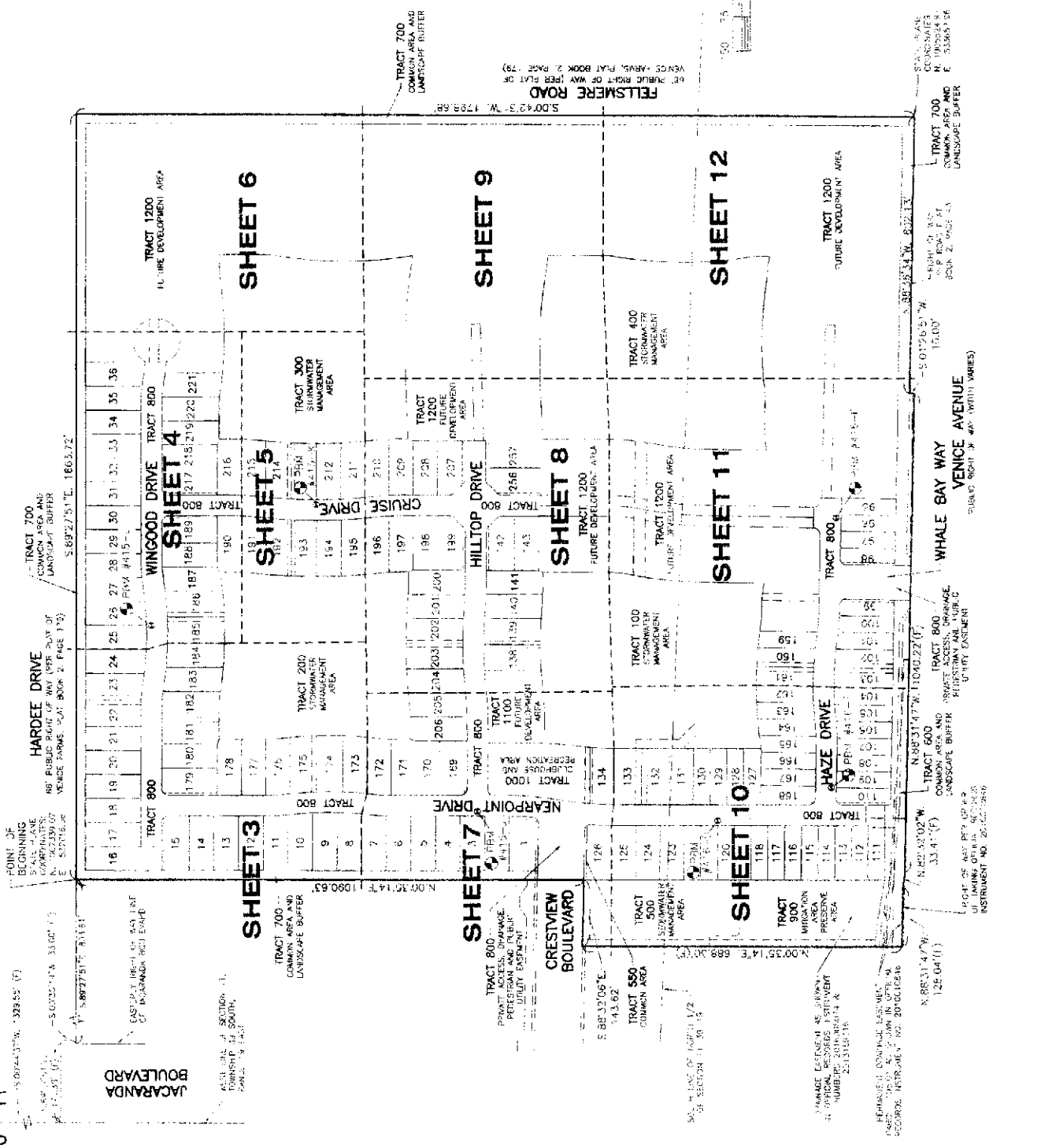
ABBREVIATION LEGEND
 (F) CONC.
 (C) CONC.
 (B) CONC.
 (LB) LICENSE BUSINESS

SYMBOL LEGEND
 (F) PLAT BENCH MARK AS NOTED

PLAT BENCH MARKS
 PBW #415-J, CHISELED SQUARE SET IN TOP OF CONCRETE CURB
 ELEVATION: (AM ENG BM#)
 PBW #415-K, CHISELED SQUARE SET IN TOP OF CONCRETE CURB
 ELEVATION: (AM ENG BM#)
 PBW #415-L, CHISELED SQUARE SET IN TOP OF CONCRETE CURB
 ELEVATION: (AM ENG BM#)
 PBW #416-L, CHISELED SQUARE SET IN TOP OF CONCRETE CURB
 ELEVATION: (AM ENG BM#)
 PBW #416-M, CHISELED SQUARE SET IN TOP OF CONCRETE CURB
 ELEVATION: (AM ENG BM#)
 PBW #416-N, CHISELED SQUARE SET IN TOP OF CONCRETE CURB
 ELEVATION: (AM ENG BM#)
 PBW #416-O, CHISELED SQUARE SET IN TOP OF CONCRETE CURB
 ELEVATION: (AM ENG BM#)



ENGINEERING, INC.
 CONSULTING ENGINEERS & SURVEYORS, L.L.C.
 2000 LINDSEY DRIVE
 TAMPA, FL 33613
 TEL: 813.278.2100
 FAX: 813.278.2100



POINT OF BEGINNING
 STATE PLANE
 COMPASS BEARING
 DISTANCE
 5-00'25.47\"/>

POINT OF COMMENCEMENT
 SECTION CORNER OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA
 5-00'25.47\"/>

POINT OF COMMENCEMENT
 SECTION CORNER OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA
 5-00'25.47\"/>

POINT OF COMMENCEMENT
 SECTION CORNER OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA
 5-00'25.47\"/>

POINT OF COMMENCEMENT
 SECTION CORNER OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA
 5-00'25.47\"/>

POINT OF COMMENCEMENT
 SECTION CORNER OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA
 5-00'25.47\"/>

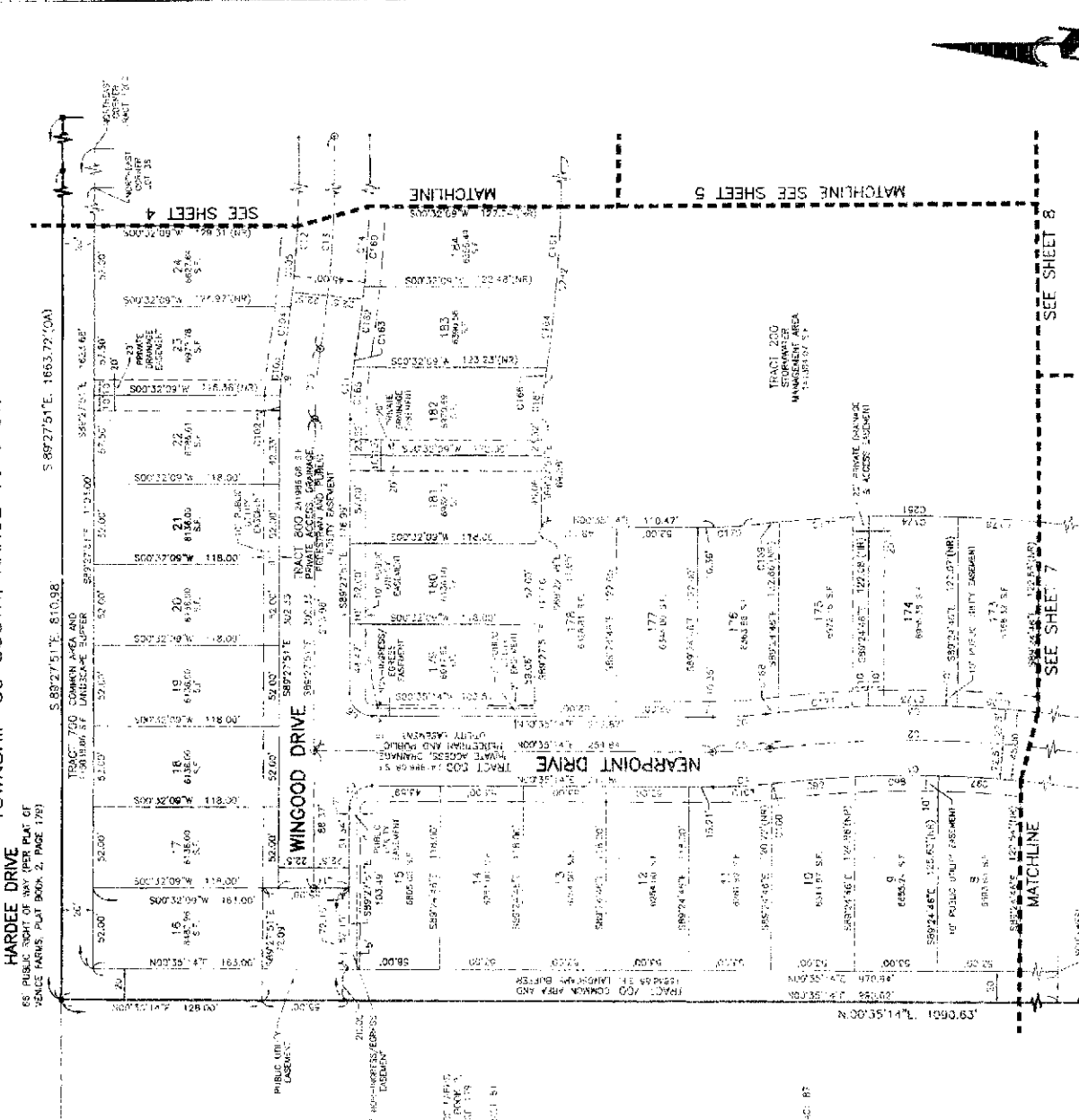
POINT OF COMMENCEMENT
 SECTION CORNER OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA
 5-00'25.47\"/>

POINT OF COMMENCEMENT
 SECTION CORNER OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA
 5-00'25.47\"/>

DETAIL SHEET

WATERCRESS, UNIT 1
A PART OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND A REPLAT OF PORTIONS OF TRACTS 82 THROUGH 84 AND 87 THROUGH 96 OF "VENICE FARMS", AS RECORDED IN PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CURVE TABLE	
STATION	ANGLE
01	172.50
02	172.50
03	172.50
04	172.50
05	172.50
06	172.50
07	172.50
08	172.50
09	172.50
10	172.50
11	172.50
12	172.50
13	172.50
14	172.50
15	172.50
16	172.50
17	172.50
18	172.50
19	172.50
20	172.50
21	172.50
22	172.50
23	172.50
24	172.50
25	172.50
26	172.50
27	172.50
28	172.50
29	172.50
30	172.50
31	172.50
32	172.50
33	172.50
34	172.50
35	172.50
36	172.50
37	172.50
38	172.50
39	172.50
40	172.50
41	172.50
42	172.50
43	172.50
44	172.50
45	172.50
46	172.50
47	172.50
48	172.50
49	172.50
50	172.50
51	172.50
52	172.50
53	172.50
54	172.50
55	172.50
56	172.50
57	172.50
58	172.50
59	172.50
60	172.50
61	172.50
62	172.50
63	172.50
64	172.50
65	172.50
66	172.50
67	172.50
68	172.50
69	172.50
70	172.50
71	172.50
72	172.50
73	172.50
74	172.50
75	172.50
76	172.50
77	172.50
78	172.50
79	172.50
80	172.50
81	172.50
82	172.50
83	172.50
84	172.50
85	172.50
86	172.50
87	172.50
88	172.50
89	172.50
90	172.50
91	172.50
92	172.50
93	172.50
94	172.50
95	172.50
96	172.50
97	172.50
98	172.50
99	172.50
100	172.50



LINE TABLE	
NUMBER	DIRECTION
11	S 00°13'39" W 45.00'



J.M. ENGINEERING, INC.
CONSULTING ENGINEERS
& SURVEYORS, L.L.C.
2000 AVENUE A, SUITE 100
SARASOTA, FLORIDA 34234
TEL: 941.554.5766
FAX: 941.554.5768

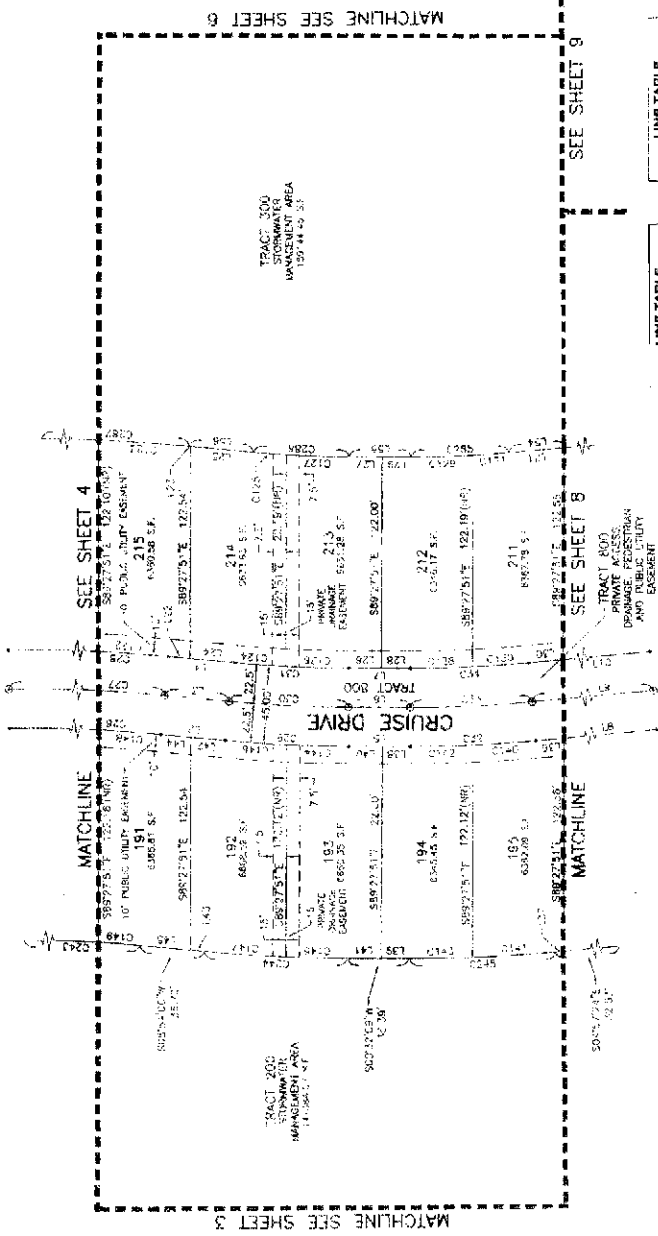
SYMBOL LEGEND
 * 1/2" CONCRETE MONUMENT STAMPED "J.M. INC. LB 403"
 * 1/2" CONCRETE MONUMENT OR AS SHOWN NOTED
 * MAGNETIC TAIL WITH "ALUMINUM DISK STAMPED "J.M. INC. LB 403"
 * 1/2" ALUM. DISK SURVEY MARKER "AS SHOWN NOTED"
 * INDICATES CHANGE IN DIST. OR SF. PART OF WAY

ABBREVIATION LEGEND
 SF: SQUARE FEET
 RW: RIGHT-OF-WAY
 P: PUBLIC UTILITY
 E: ENCROACHMENT
 C: CONCRETE
 M: METAL
 W: WOOD
 S: SIGN
 T: TOWER
 L: LIGHT
 F: FOUND



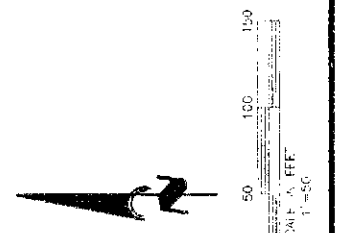
WATERCREST, UNIT 1
 A PART OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND A REPLAT OF PORTIONS OF TRACTS B2 THROUGH B4 AND 87 THROUGH 95 OF "VENICE FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

NUMBER	BEARING	ANGLE	ARC	CHORD	CURVE BEARING
C28	S50°15'	072°51'	80.72	70.16	N03°13'04"E
C27	S72°58'	072°51'	72.33	72.83	N03°13'04"E
C26	S93°00'	072°51'	74.42	77.40	N03°13'04"E
C25	S50°00'	072°51'	70.32	70.19	S03°13'04"W
C24	S21°50'	072°51'	88.11	16.06	S03°13'04"W
C23	S05°00'	072°51'	86.00	13.89	S03°13'04"W
C22	S05°00'	072°51'	71.86	71.89	S02°12'38"E
C21	S05°00'	072°51'	87.48	87.48	S02°12'38"E
C20	S05°00'	072°51'	88.49	88.49	N04°17'32"E
C19	S12°30'	021°20'	51.41	51.41	S04°02'55"W
C18	S05°00'	021°20'	50.51	50.51	S04°02'55"W
C17	S05°00'	021°20'	51.72	51.72	S04°02'55"W
C16	S05°00'	021°20'	52.93	52.93	S04°02'55"W
C15	S05°00'	021°20'	54.14	54.14	S04°02'55"W
C14	S05°00'	021°20'	55.35	55.35	S04°02'55"W
C13	S05°00'	021°20'	56.56	56.56	S04°02'55"W
C12	S05°00'	021°20'	57.77	57.77	S04°02'55"W
C11	S05°00'	021°20'	58.98	58.98	S04°02'55"W
C10	S05°00'	021°20'	60.19	60.19	S04°02'55"W
C9	S05°00'	021°20'	61.40	61.40	S04°02'55"W
C8	S05°00'	021°20'	62.61	62.61	S04°02'55"W
C7	S05°00'	021°20'	63.82	63.82	S04°02'55"W
C6	S05°00'	021°20'	65.03	65.03	S04°02'55"W
C5	S05°00'	021°20'	66.24	66.24	S04°02'55"W
C4	S05°00'	021°20'	67.45	67.45	S04°02'55"W
C3	S05°00'	021°20'	68.66	68.66	S04°02'55"W
C2	S05°00'	021°20'	69.87	69.87	S04°02'55"W
C1	S05°00'	021°20'	71.08	71.08	S04°02'55"W



NUMBER	DIRECTION	LENGTH
L12	S27°54'00"W	36.70
L13	S20°54'00"W	26.32
L14	S07°54'00"W	15.62
L15	S04°54'00"W	11.92
L16	S01°54'00"W	8.22
L17	S00°54'00"W	4.52
L18	S00°00'00"W	0.82
L19	S00°00'00"W	0.82
L20	S00°00'00"W	0.82
L21	S00°00'00"W	0.82
L22	S00°00'00"W	0.82
L23	S00°00'00"W	0.82
L24	S00°00'00"W	0.82
L25	S00°00'00"W	0.82
L26	S00°00'00"W	0.82
L27	S00°00'00"W	0.82
L28	S00°00'00"W	0.82

NUMBER	DIRECTION	LENGTH
L29	S00°00'00"W	0.82
L30	S00°00'00"W	0.82
L31	S00°00'00"W	0.82
L32	S00°00'00"W	0.82
L33	S00°00'00"W	0.82
L34	S00°00'00"W	0.82
L35	S00°00'00"W	0.82
L36	S00°00'00"W	0.82
L37	S00°00'00"W	0.82
L38	S00°00'00"W	0.82
L39	S00°00'00"W	0.82
L40	S00°00'00"W	0.82
L41	S00°00'00"W	0.82
L42	S00°00'00"W	0.82
L43	S00°00'00"W	0.82
L44	S00°00'00"W	0.82
L45	S00°00'00"W	0.82
L46	S00°00'00"W	0.82
L47	S00°00'00"W	0.82
L48	S00°00'00"W	0.82
L49	S00°00'00"W	0.82
L50	S00°00'00"W	0.82



ABBREVIATION LEGEND
 (S) SURVEY POINT
 (C) CURVE CENTER
 (P) PUBLIC UTILITY
 (E) EASEMENT

SYMBOL LEGEND
 (M) MAGNETIC NAD 83 ALUMINUM DISK STAMPED "M" ENG INC
 (E) 1/4" ALUMINUM DISK STAMPED "E" AS CHANGED NOTED
 (C) INDICATES CHANGE IN DIRECTION OF PLAT OF WAY

TRACT 200
 STONYWATER
 MANAUGAHAN AREA
 14-58-51-47

TRACT 200
 STONYWATER
 MANAUGAHAN AREA
 14-58-51-47

TRACT 211
 636778.5'

TRACT 212
 636778.5'

TRACT 213
 636778.5'

TRACT 214
 636778.5'

TRACT 215
 636778.5'

TRACT 216
 636778.5'

TRACT 217
 636778.5'

TRACT 218
 636778.5'

TRACT 219
 636778.5'

TRACT 220
 636778.5'

TRACT 221
 636778.5'

TRACT 222
 636778.5'

TRACT 223
 636778.5'

TRACT 224
 636778.5'

TRACT 225
 636778.5'

TRACT 226
 636778.5'

TRACT 227
 636778.5'

TRACT 228
 636778.5'

TRACT 229
 636778.5'

TRACT 230
 636778.5'

TRACT 231
 636778.5'

TRACT 232
 636778.5'

TRACT 233
 636778.5'

TRACT 234
 636778.5'

TRACT 235
 636778.5'

TRACT 236
 636778.5'

TRACT 237
 636778.5'

TRACT 238
 636778.5'

TRACT 239
 636778.5'

TRACT 240
 636778.5'

TRACT 241
 636778.5'

TRACT 242
 636778.5'

TRACT 243
 636778.5'

TRACT 244
 636778.5'

TRACT 245
 636778.5'

TRACT 246
 636778.5'

TRACT 247
 636778.5'

TRACT 248
 636778.5'

TRACT 249
 636778.5'

TRACT 250
 636778.5'

TRACT 251
 636778.5'

TRACT 252
 636778.5'

TRACT 253
 636778.5'

TRACT 254
 636778.5'

TRACT 255
 636778.5'

TRACT 256
 636778.5'

TRACT 257
 636778.5'

TRACT 258
 636778.5'

TRACT 259
 636778.5'

TRACT 260
 636778.5'

TRACT 261
 636778.5'

TRACT 262
 636778.5'

TRACT 263
 636778.5'

TRACT 264
 636778.5'

TRACT 265
 636778.5'

TRACT 266
 636778.5'

TRACT 267
 636778.5'

TRACT 268
 636778.5'

TRACT 269
 636778.5'

TRACT 270
 636778.5'

TRACT 271
 636778.5'

TRACT 272
 636778.5'

TRACT 273
 636778.5'

TRACT 274
 636778.5'

TRACT 275
 636778.5'

TRACT 276
 636778.5'

TRACT 277
 636778.5'

TRACT 278
 636778.5'

TRACT 279
 636778.5'

TRACT 280
 636778.5'

TRACT 281
 636778.5'

TRACT 282
 636778.5'

TRACT 283
 636778.5'

TRACT 284
 636778.5'

TRACT 285
 636778.5'

TRACT 286
 636778.5'

TRACT 287
 636778.5'

TRACT 288
 636778.5'

TRACT 289
 636778.5'

TRACT 290
 636778.5'

TRACT 291
 636778.5'

TRACT 292
 636778.5'

TRACT 293
 636778.5'

TRACT 294
 636778.5'

TRACT 295
 636778.5'

TRACT 296
 636778.5'

TRACT 297
 636778.5'

TRACT 298
 636778.5'

TRACT 299
 636778.5'

TRACT 300
 636778.5'

DETAIL SHEET

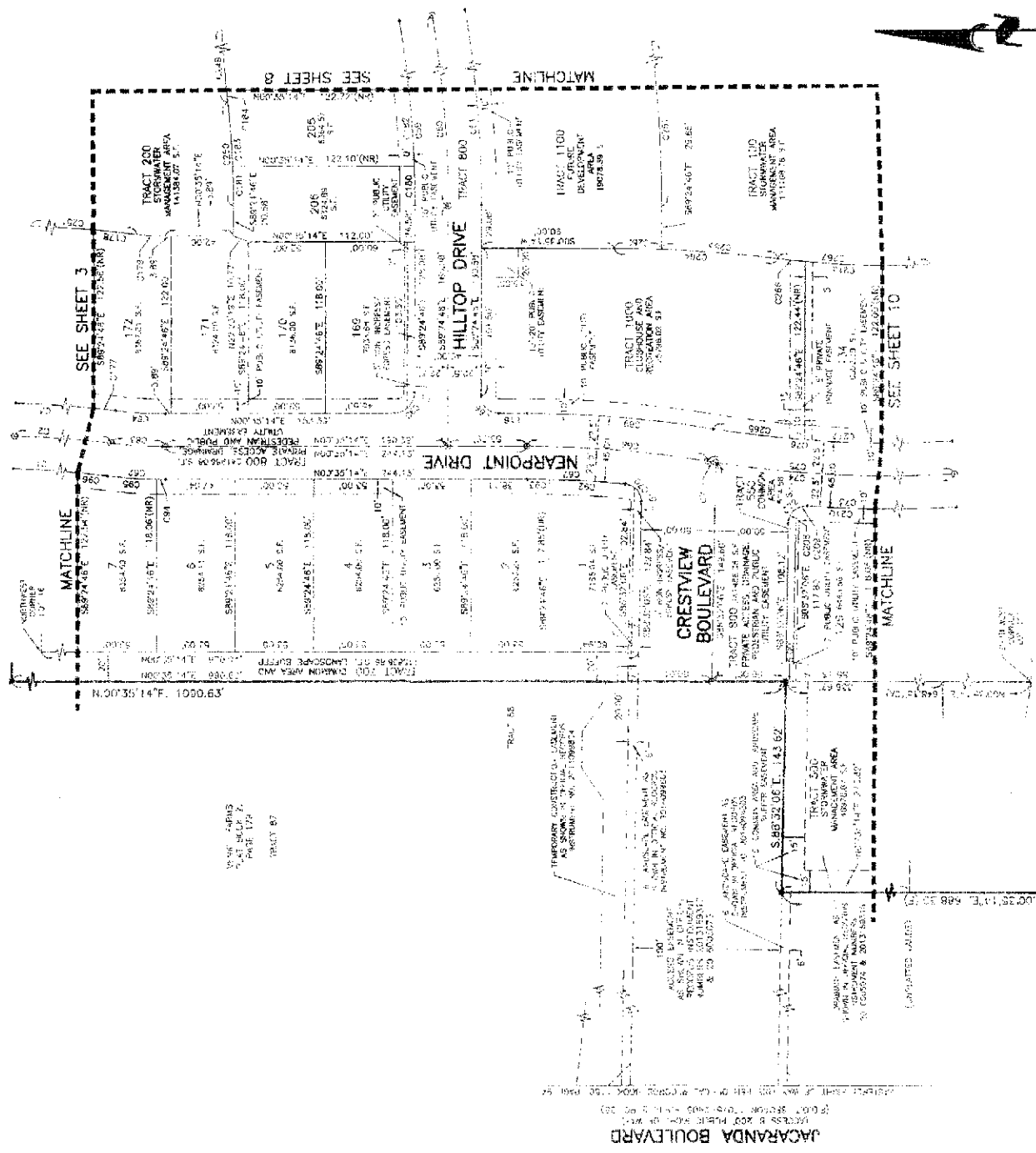
WATERCREST, UNIT 1
A PART OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND A REPLAT OF PORTIONS OF TRACTS 82 THROUGH 84 AND 87 THROUGH 88 OF "VENICE FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

NUMBER	CHORD	DELTA ANGLE	ARC	CHORD	CHORD BEARING
C1	728.00	125°53'37"	177.81	177.81	S00°32'14"E
C2	731.51	135°53'37"	182.32	182.32	S02°55'14"E
C3	774.00	08°28'40"	84.79	84.79	N87°20'54"E
C4	772.80	07°08'40"	87.34	87.34	N87°20'54"E
C5	795.00	07°08'40"	88.81	88.81	N87°20'54"E
C6	522.00	08°56'18"	39.22	39.22	S89°04'53"W
C7	577.50	08°56'18"	36.53	36.53	S89°04'53"W
C8	14.00	90°00'00"	22.78	22.78	S44°15'46"E
C9	2.00	90°00'00"	18.80	18.80	S46°35'14"W
C10	295.00	08°14'04"	66.50	66.50	N63°11'47"E
C11	351.50	08°07'20"	122.86	122.86	N62°10'11"E
C12	774.00	08°28'40"	139.52	139.52	N65°19'51"E
C13	12.00	85°08'37"	17.84	17.84	N65°19'51"E
C14	148.50	08°28'40"	5.59	5.59	S08°44'19"W
C15	15.00	03°09'44"	7.43	7.43	N113°44'47"E
C16	771.00	04°11'24"	51.14	51.14	S02°20'34"W
C17	148.50	08°35'20"	116.78	116.78	S02°20'34"W
C18	748.00	08°28'40"	122.37	122.37	S02°18'14"W
C19	728.00	08°28'40"	118.86	118.86	S02°18'14"W
C20	728.00	04°03'50"	61.71	61.71	N63°17'21"E
C21	728.00	07°10'11"	13.18	13.18	N61°10'21"E
C22	222.00	07°10'11"	7.96	7.96	S07°10'08"W
C23	272.00	05°55'40"	33.31	33.31	S02°29'05"W
C24	774.00	03°15'01"	19.80	19.80	S06°47'27"E
C25	177.10	117°34'27"	15.56	15.56	N87°02'01"E
C26	806.00	07°32'15"	29.41	29.41	N89°08'01"E
C27	176.00	08°56'18"	16.91	16.91	S01°04'52"E
C28	250.00	07°08'40"	27.42	27.42	N66°13'23"E
C29	628.00	07°08'40"	22.54	22.54	N68°30'12"E
C30	790.00	07°08'40"	52.74	52.74	N68°30'12"E
C31	822.00	02°28'31"	42.37	42.37	N68°05'52"E
C32	872.00	07°13'50"	8.64	8.64	S04°23'34"W
C33	112.00	54°18'53"	11.36	11.36	N87°22'07"W
C34	12.00	38°49'51"	5.73	5.73	N14°48'17"E
C35	371.00	03°03'48"	48.72	48.72	S02°14'19"W
C36	728.00	14°29'40"	22.58	22.58	S02°14'19"W
C37	304.00	04°56'22"	52.08	52.08	S03°26'35"W
C38	817.00	06°22'34"	91.80	91.75	S01°18'42"W
C39	628.00	08°28'40"	22.00	22.00	N67°20'47"E
C40	846.00	12°58'37"	27.67	27.63	N67°20'47"E
C41	917.00	08°28'40"	103.67	103.63	N67°20'47"E
C42	996.00	07°02'48"	32.01	32.02	N01°38'30"E
C43	984.00	07°01'10"	23.01	23.01	N01°38'30"E
C44	886.00	07°07'07"	11.02	11.02	N40°00'14"E
C45	728.00	04°58'18"	62.67	62.53	S07°19'00"W
C46	646.00	01°48'25"	18.70	18.68	S05°48'00"W
C47	504.00	07°08'40"	10.76	10.76	S08°13'17"W

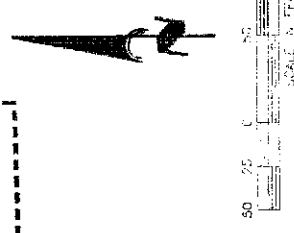


M. J. ENGINEERING, INC.
CONSULTING ENGINEERS
2120 GOURMET COURT
SARASOTA, FLORIDA 34237
PHONE: 941-558-7866
FAX: 941-558-7866

LINE TABLE	DIRECTION	LENGTH
1	110°25'14"E	10.26
2	110°25'14"E	10.26



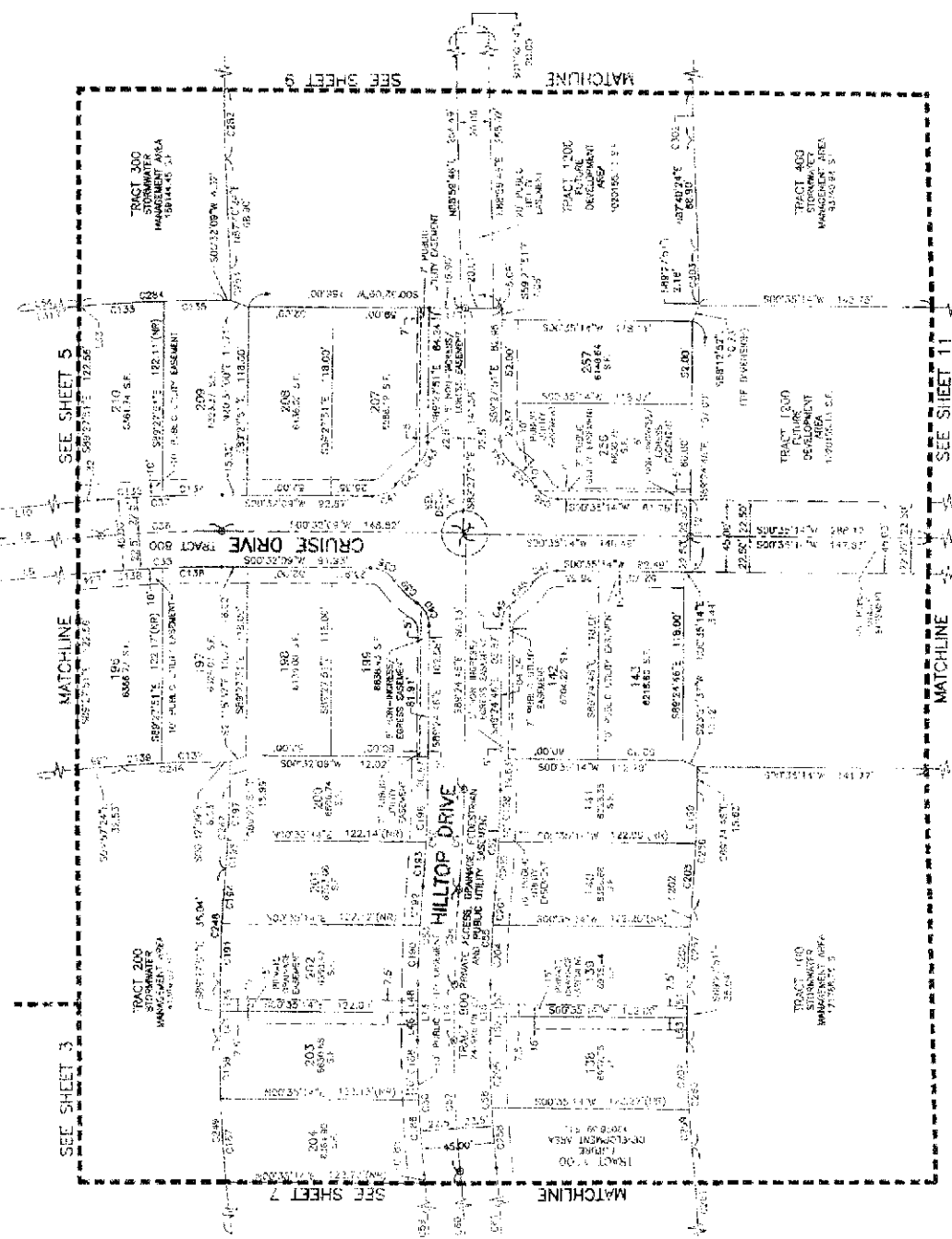
- ABBREVIATION LEGEND**
- (S.F.) SQUARE FEET
 - (A.C.) ACRES
 - (P.F.) PERMANENT EASEMENT
 - (L.P.) LICENSED BUSINESS
 - (C.F.) CONVEYANCE
 - (M.F.) MORTGAGE
- SYMBOL LEGEND**
- 4" x 4" CONCRETE ARCHWAY
 - PRO SURVEY MARKER OR AS OTHERWISE NOTED
 - MAGNETIC NAIL WITH 3" ALUMINUM RISK SHIMMED "M" END AND "B" END
 - JB 4334 POP STRAIN APPLICATOR OR AS OTHERWISE NOTED
 - INDICATES CHANGE IN OPERATOR TO RIGHT OF WAY



DATE: 04/11/2011 10:26 AM
JOB: 11-001

WATERCREST, UNIT 1
A PART OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND A REPLAT OF PORTIONS OF TRACTS 82 THROUGH 84 AND 87 THROUGH 96 OF "VENICE FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

CURVE TABLE		CHORD	CHORD BEARING
NUMBER	ANGLE	ARC	ARC BEARING
1	90.00	71.80	S 81.0° E 71.80
2	90.00	71.80	S 81.0° E 71.80
3	90.00	71.80	S 81.0° E 71.80
4	90.00	71.80	S 81.0° E 71.80
5	90.00	71.80	S 81.0° E 71.80
6	90.00	71.80	S 81.0° E 71.80
7	90.00	71.80	S 81.0° E 71.80
8	90.00	71.80	S 81.0° E 71.80
9	90.00	71.80	S 81.0° E 71.80
10	90.00	71.80	S 81.0° E 71.80
11	90.00	71.80	S 81.0° E 71.80
12	90.00	71.80	S 81.0° E 71.80
13	90.00	71.80	S 81.0° E 71.80
14	90.00	71.80	S 81.0° E 71.80
15	90.00	71.80	S 81.0° E 71.80
16	90.00	71.80	S 81.0° E 71.80
17	90.00	71.80	S 81.0° E 71.80
18	90.00	71.80	S 81.0° E 71.80
19	90.00	71.80	S 81.0° E 71.80
20	90.00	71.80	S 81.0° E 71.80
21	90.00	71.80	S 81.0° E 71.80
22	90.00	71.80	S 81.0° E 71.80
23	90.00	71.80	S 81.0° E 71.80
24	90.00	71.80	S 81.0° E 71.80
25	90.00	71.80	S 81.0° E 71.80
26	90.00	71.80	S 81.0° E 71.80
27	90.00	71.80	S 81.0° E 71.80
28	90.00	71.80	S 81.0° E 71.80
29	90.00	71.80	S 81.0° E 71.80
30	90.00	71.80	S 81.0° E 71.80
31	90.00	71.80	S 81.0° E 71.80
32	90.00	71.80	S 81.0° E 71.80
33	90.00	71.80	S 81.0° E 71.80
34	90.00	71.80	S 81.0° E 71.80
35	90.00	71.80	S 81.0° E 71.80
36	90.00	71.80	S 81.0° E 71.80
37	90.00	71.80	S 81.0° E 71.80
38	90.00	71.80	S 81.0° E 71.80
39	90.00	71.80	S 81.0° E 71.80
40	90.00	71.80	S 81.0° E 71.80
41	90.00	71.80	S 81.0° E 71.80
42	90.00	71.80	S 81.0° E 71.80
43	90.00	71.80	S 81.0° E 71.80
44	90.00	71.80	S 81.0° E 71.80
45	90.00	71.80	S 81.0° E 71.80
46	90.00	71.80	S 81.0° E 71.80
47	90.00	71.80	S 81.0° E 71.80
48	90.00	71.80	S 81.0° E 71.80
49	90.00	71.80	S 81.0° E 71.80
50	90.00	71.80	S 81.0° E 71.80
51	90.00	71.80	S 81.0° E 71.80
52	90.00	71.80	S 81.0° E 71.80
53	90.00	71.80	S 81.0° E 71.80
54	90.00	71.80	S 81.0° E 71.80
55	90.00	71.80	S 81.0° E 71.80
56	90.00	71.80	S 81.0° E 71.80
57	90.00	71.80	S 81.0° E 71.80
58	90.00	71.80	S 81.0° E 71.80
59	90.00	71.80	S 81.0° E 71.80
60	90.00	71.80	S 81.0° E 71.80
61	90.00	71.80	S 81.0° E 71.80
62	90.00	71.80	S 81.0° E 71.80
63	90.00	71.80	S 81.0° E 71.80
64	90.00	71.80	S 81.0° E 71.80
65	90.00	71.80	S 81.0° E 71.80
66	90.00	71.80	S 81.0° E 71.80
67	90.00	71.80	S 81.0° E 71.80
68	90.00	71.80	S 81.0° E 71.80
69	90.00	71.80	S 81.0° E 71.80
70	90.00	71.80	S 81.0° E 71.80
71	90.00	71.80	S 81.0° E 71.80
72	90.00	71.80	S 81.0° E 71.80
73	90.00	71.80	S 81.0° E 71.80
74	90.00	71.80	S 81.0° E 71.80
75	90.00	71.80	S 81.0° E 71.80
76	90.00	71.80	S 81.0° E 71.80
77	90.00	71.80	S 81.0° E 71.80
78	90.00	71.80	S 81.0° E 71.80
79	90.00	71.80	S 81.0° E 71.80
80	90.00	71.80	S 81.0° E 71.80
81	90.00	71.80	S 81.0° E 71.80
82	90.00	71.80	S 81.0° E 71.80
83	90.00	71.80	S 81.0° E 71.80
84	90.00	71.80	S 81.0° E 71.80
85	90.00	71.80	S 81.0° E 71.80
86	90.00	71.80	S 81.0° E 71.80
87	90.00	71.80	S 81.0° E 71.80
88	90.00	71.80	S 81.0° E 71.80
89	90.00	71.80	S 81.0° E 71.80
90	90.00	71.80	S 81.0° E 71.80
91	90.00	71.80	S 81.0° E 71.80
92	90.00	71.80	S 81.0° E 71.80
93	90.00	71.80	S 81.0° E 71.80
94	90.00	71.80	S 81.0° E 71.80
95	90.00	71.80	S 81.0° E 71.80
96	90.00	71.80	S 81.0° E 71.80
97	90.00	71.80	S 81.0° E 71.80
98	90.00	71.80	S 81.0° E 71.80
99	90.00	71.80	S 81.0° E 71.80
100	90.00	71.80	S 81.0° E 71.80



ABBREVIATION LEGEND

- (S/C) SQUARE FEET
- PPR PERMANENT MANAGED PLOT
- CLB LEASE BUSINESS
- NRV NON-RESIDENTIAL
- FRM FIRE

SYMBOL LEGEND

- 9 MOUNDIC MAIL WITH "M" ALUMINUM OVER STAMPS "AM ENG INC
- LS 4.534 "OF SURVEY MARKER" OR AS OTHERWISE NOTED
- 5/8" IRON ROD WITH "P" ALUMINUM OVER STAMPS "AM ENG INC
- LS 4.534 "OF SURVEY MARKER" OR AS OTHERWISE NOTED
- INDICATES CHANGE IN DIRECTION OF RIGHT OF WAY

DETAIL 'A'

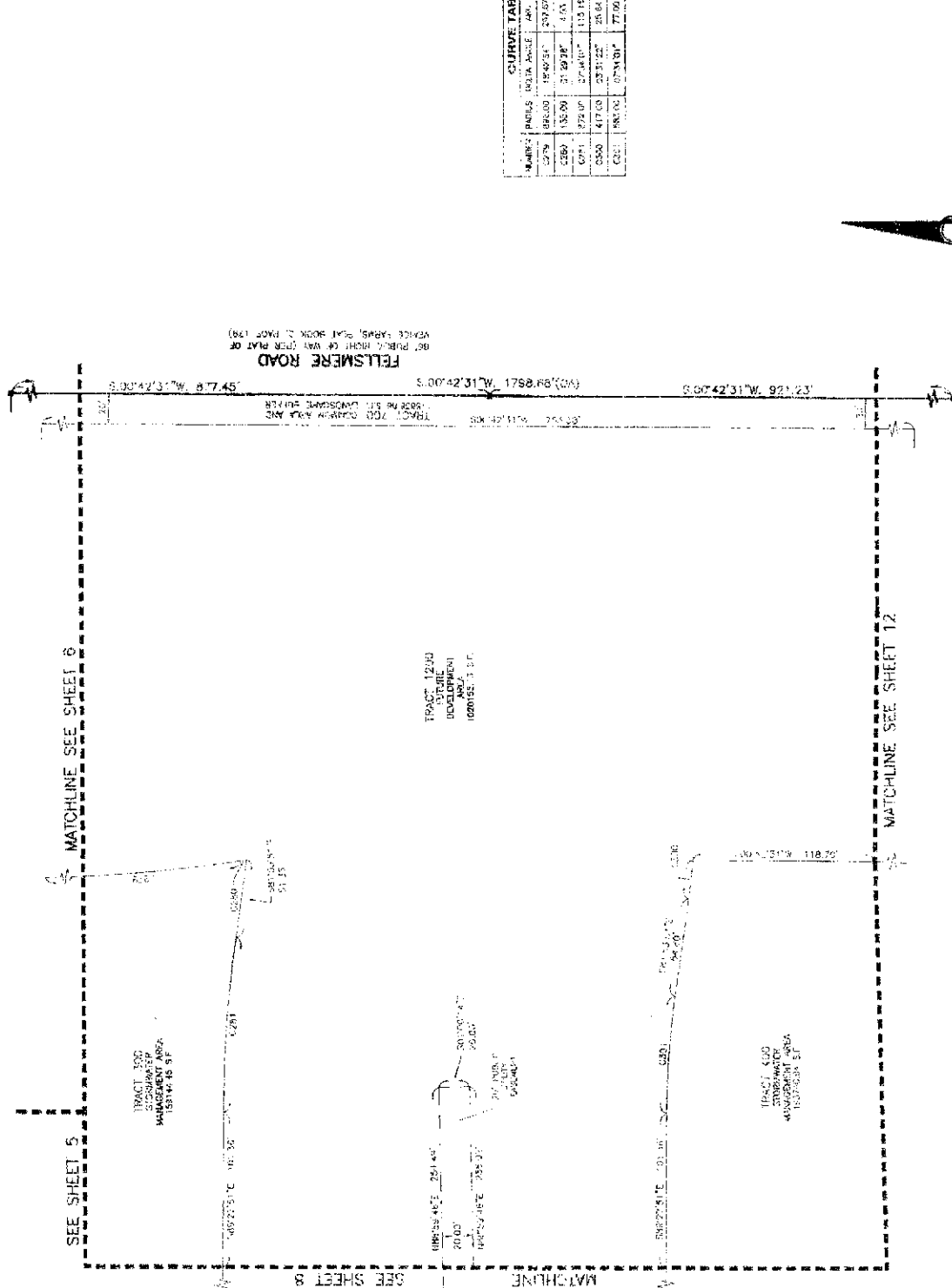
SCALE: 1" = 100'

M ENGINEERING, INC.
CORPORATE ENGINEERS & SURVEYORS, B.L. 544
1600 N. W. 10TH AVENUE, SUITE 200
MIAMI, FL 33136
TEL: 305.575.1111
WWW.MENGINEERINGINC.COM

LINE TABLE		LINE TABLE	
NUMBER	DIRECTION	LENGTH	BEARING
1	S 81.0° E	71.80	S 81.0° E 71.80
2	S 81.0° E	71.80	S 81.0° E 71.80
3	S 81.0° E	71.80	S 81.0° E 71.80
4	S 81.0° E	71.80	S 81.0° E 71.80
5	S 81.0° E	71.80	S 81.0° E 71.80
6	S 81.0° E	71.80	S 81.0° E 71.80
7	S 81.0° E	71.80	S 81.0° E 71.80
8	S 81.0° E	71.80	S 81.0° E 71.80
9	S 81.0° E	71.80	S 81.0° E 71.80
10	S 81.0° E	71.80	S 81.0° E 71.80
11	S 81.0° E	71.80	S 81.0° E 71.80
12	S 81.0° E	71.80	S 81.0° E 71.80
13	S 81.0° E	71.80	S 81.0° E 71.80
14	S 81.0° E	71.80	S 81.0° E 71.80
15	S 81.0° E	71.80	S 81.0° E 71.80
16	S 81.0° E	71.80	S 81.0° E 71.80
17	S 81.0° E	71.80	S 81.0° E 71.80
18	S 81.0° E	71.80	S 81.0° E 71.80
19	S 81.0° E	71.80	S 81.0° E 71.80
20	S 81.0° E	71.80	S 81.0° E 71.80
21	S 81.0° E	71.80	S 81.0° E 71.80
22	S 81.0° E	71.80	S 81.0° E 71.80
23	S 81.0° E	71.80	S 81.0° E 71.80
24	S 81.0° E	71.80	S 81.0° E 71.80
25	S 81.0° E	71.80	S 81.0° E 71.80
26	S 81.0° E	71.80	S 81.0° E 71.80
27	S 81.0° E	71.80	S 81.0° E 71.80
28	S 81.0° E	71.80	S 81.0° E 71.80
29	S 81.0° E	71.80	S 81.0° E 71.80
30	S 81.0° E	71.80	S 81.0° E 71.80
31	S 81.0° E	71.80	S 81.0° E 71.80
32	S 81.0° E	71.80	S 81.0° E 71.80
33	S 81.0° E	71.80	S 81.0° E 71.80
34	S 81.0° E	71.80	S 81.0° E 71.80
35	S 81.0° E	71.80	S 81.0° E 71.80
36	S 81.0° E	71.80	S 81.0° E 71.80
37	S 81.0° E	71.80	S 81.0° E 71.80
38	S 81.0° E	71.80	S 81.0° E 71.80
39	S 81.0° E	71.80	S 81.0° E 71.80
40	S 81.0° E	71.80	S 81.0° E 71.80
41	S 81.0° E	71.80	S 81.0° E 71.80
42	S 81.0° E	71.80	S 81.0° E 71.80
43	S 81.0° E	71.80	S 81.0° E 71.80
44	S 81.0° E	71.80	S 81.0° E 71.80
45	S 81.0° E	71.80	S 81.0° E 71.80
46	S 81.0° E	71.80	S 81.0° E 71.80
47	S 81.0° E	71.80	S 81.0° E 71.80
48	S 81.0° E	71.80	S 81.0° E 71.80
49	S 81.0° E	71.80	S 81.0° E 71.80
50	S 81.0° E	71.80	S 81.0° E 71.80
51	S 81.0° E	71.80	S 81.0° E 71.80
52	S 81.0° E	71.80	S 81.0° E 71.80
53	S 81.0° E	71.80	S 81.0° E 71.80
54	S 81.0° E	71.80	S 81.0° E 71.80
55	S 81.0° E	71.80	S 81.0° E 71.80
56	S 81.0° E	71.80	S 81.0° E 71.80
57	S 81.0° E	71.80	S 81.0° E 71.80
58	S 81.0° E	71.80	S 81.0° E 71.80
59	S 81.0° E	71.80	S 81.0° E 71.80
60	S 81.0° E	71.80	S 81.0° E 71.80
61	S 81.0° E	71.80	S 81.0° E 71.80
62	S 81.0° E	71.80	S 81.0° E 71.80
63	S 81.0° E	71.80	S 81.0° E 71.80
64	S 81.0° E	71.80	S 81.0° E 71.80
65	S 81.0° E	71.80	S 81.0° E 71.80
66	S 81.0° E	71.80	S 81.0° E 71.80
67	S 81.0° E	71.80	S 81.0° E 71.80
68	S 81.0° E	71.80	S 81.0° E 71.80
69	S 81.0° E	71.80	S 81.0° E 71.80
70	S 81.0° E	71.80	S 81.0° E 71.80
71	S 81.0° E	71.80	S 81.0° E 71.80
72	S 81.0° E	71.80	S 81.0° E 71.80
73	S 81.0° E	71.80	S 81.0° E 71.80
74	S 81.0° E	71.80	S 81.0° E 71.80
75	S 81.0° E	71.80	S 81.0° E 71.80
76	S 81.0° E	71.80	S 81.0° E 71.80
77	S 81.0° E	71.80	S 81.0° E 71.80
78	S 81.0° E	71.80	S 81.0° E 71.80
79	S 81.0° E	71.80	S 81.0° E 71.80
80	S 81.0° E	71.80	S 81.0° E 71.80
81	S 81.0° E	71.80	S 81.0° E 71.80
82	S 81.0° E	71.80	S 81.0° E 71.80
83	S 81.0° E	71.80	S 81.0° E 71.80
84	S 81.0° E	71.80	S 81.0° E 71.80
85	S 81.0° E	71.80	S 81.0° E 71.80
86	S 81.0° E	71.80	S 81.0° E 71.80
87	S 81.0° E	71.80	S 81.0° E 71.80
88	S 81.0° E	71.80	S 81.0° E 71.80
89	S 81.0° E	71.80	S 81.0° E 71.80
90	S 81.0° E	71.80	S 81.0° E 71.80
91	S 81.0° E	71.80	S 81.0° E 71.80
92	S 81.0° E	71.80	S 81.0° E 71.80
93	S 81.0° E	71.80	S 81.0° E 71.80
94	S 81.0° E	71.80	S 81.0° E 71.80
95	S 81.0° E	71.80	S 81.0° E 71.80
96	S 81.0° E	71.80	S 81.0° E 71.80
97	S 81.0° E	71.80	S 81.0° E 71.80
98	S 81.0° E	71.80	S 81.0° E 71.80
99	S 81.0° E	71.80	S 81.0° E 71.80
100	S 81.0° E	71.80	S 81.0° E 71.80

WATERCREST, UNIT 1
A PART OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND A REPLAT OF PORTIONS OF TRACTS 82 THROUGH 84 AND 87 THROUGH 96 OF "VENICE FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

DETAIL SHEET



CURVE TABLE

NUMBER	PIECES	DATA	ANGLE	ARC	CHORD	CHORD BEARING
1079	882.00	18° 40' 31"	297.07	297.27	502.4231 W	
1080	135.00	21° 49' 28"	4.55	4.55	107.5411 W	
1081	479.00	27° 44' 10"	13.15	13.28	182.4081 W	
1082	417.00	23° 21' 22"	28.84	28.85	583.9317 W	
1083	983.00	07° 51' 01"	77.06	78.94	985.9081 W	



JAMES M. SMITH
ENGINEERING, INC.
CONSULTING ENGINEERS
& SURVEYORS, L.L.C.
1000 N. MIAMI AVE., SUITE 100
SARASOTA, FL 34236-3478
PHONE: 941.554.7778
FAX: 941.554.7779

- ABBREVIATION LEGEND**
- SEE 3 SQUARE MARK
 - PERM PERMANENT REFERENCE MARK
 - REF REFERENCE TO CONTROL POINT
 - (LUB) LARGE BUSINESS
 - (CA) CANTON
- SYMBOL LEGEND**
- 4" x 4" CONCRETE MONUMENT STAMPED "AM ENG INC 15 4354"
 - PERM SURVIVABLE MARKER OR AS OTHERWISE NOTED
 - 6" MONUMENT SILEX GRANITE OR ALUMINUM DISK STAMPED "AM ENG INC 15 4354"
 - US 1004 POST SURVEY ADJUSTED AS OTHERWISE NOTED
 - DASHED CHAIN IN DIRECTION OF RIGHT OF WAY



A PART OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, AND A REPLAT OF PORTIONS OF TRACTS 82 THROUGH 84 AND 87 THROUGH 95 OF "VENICE FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

DETAIL SHEET

NUMBER	RADIUS	DELTA ANGLE	ARC	CHORD	BEARING
079	771.00	0°20'24"	34.14	34.13	S82°20'58"W
074	748.50	5°52'07"	118.73	118.66	S80°03'24"W
076	748.50	0°22'00"	122.37	122.23	S80°16'14"W
077	14.50	89°11'40"	23.97	20.38	S45°00'40"E
078	14.50	89°46'12"	23.98	20.08	S45°30'47"W
079	302.00	0°13'51"	36.87	36.84	S87°34'07"E
080	304.50	0°13'51"	42.84	42.81	N87°34'30"E
081	347.00	0°13'51"	48.81	48.78	N87°34'30"E
082	774.00	1°03'41"	204.37	203.78	N89°30'34"W
083	791.50	1°03'41"	198.43	197.85	N89°30'34"W
084	728.00	1°03'41"	182.49	181.91	N89°30'34"W
0211	771.00	0°20'24"	34.14	34.13	S82°20'58"W
0214	728.00	0°18'14"	4.06	4.06	S00°44'51"W
0215	1604.00	0°22'00"	4.06	4.06	S00°46'48"W
0216	302.00	0°51'43"	20.25	20.25	N87°27'34"E
0217	302.00	0°14'20"	16.51	16.51	N85°47'30"E
0218	774.00	0°14'13"	16.71	16.71	S84°20'41"W
0219	894.50	0°18'04"	16.24	16.24	N84°48'04"W
0220	74.00	0°20'51"	16.74	16.74	S87°24'07"W
0221	698.00	0°18'51"	16.11	16.11	S87°24'07"W
0222	774.00	0°14'20"	16.23	16.23	S89°04'40"W
0223	894.50	0°18'11"	16.22	16.22	N87°23'17"W
0224	517.50	0°24'42"	17.83	17.83	N89°59'03"E
0225	34.50	0°22'00"	28.19	28.17	N86°03'08"E
0226	720.00	0°17'47"	16.21	16.21	S84°08'25"W
0228	33.00	0°20'34"	36.11	36.11	N85°54'17"W
0235	795.00	0°28'12"	37.40	37.40	S83°48'07"W
0236	894.50	1°20'42"	239.49	239.24	N88°34'07"W
0267	694.00	0°24'50"	14.84	14.75	S04°08'13"W
0288	12.00	0°00'00"	16.94	16.97	S42°24'46"E

ABBREVIATION LEGEND

- (SF) SURFACE TIE
- (M) MAGNETIC NAIL WITH 2" ALUMINUM DISK STAMPED "AM ENG INC. LA 4334 P&S SURVEY MARKET" OR AS OTHERWISE NOTED
- (C) CONCRETE CURB
- (P) PUBLIC UTILITY
- (S) SURVEY
- (L) LINE
- (D) DRAINAGE
- (W) WATER
- (G) GROUND
- (V) VEGETATION
- (F) FENCE
- (E) EASEMENT
- (R) RIGHT-OF-WAY
- (B) BOUNDARY
- (A) AREA
- (I) INTERSECTION
- (J) JUNCTION
- (K) KNOT
- (L) LINE
- (M) MARKER
- (N) NAIL
- (O) OIL
- (P) PILE
- (Q) QUANTITY
- (R) RIGHT-OF-WAY
- (S) SURVEY
- (T) TIE
- (U) UTILITY
- (V) VEGETATION
- (W) WATER
- (X) EXISTING
- (Y) YIELD
- (Z) ZONE

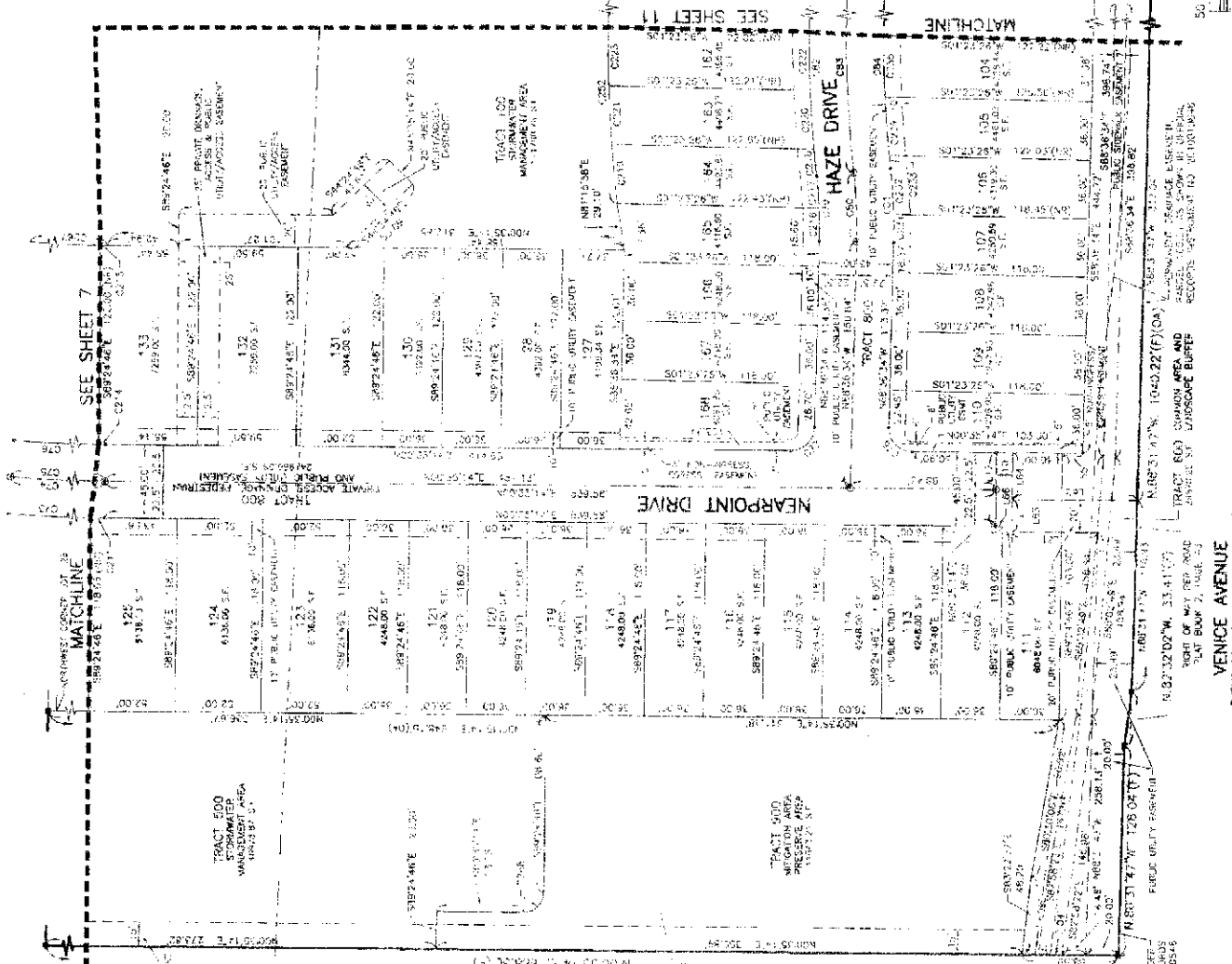
SYMBOL LEGEND

- 4 1/2" CONCRETE CURB
- 6" MAGNETIC NAIL WITH 2" ALUMINUM DISK STAMPED "AM ENG INC. LA 4334 P&S SURVEY MARKET" OR AS OTHERWISE NOTED
- 1" IMPACTS CHANGE IN DIRECTION OF RIGHT OF WAY



ENGINEERING, INC.
 CONSULTING ENGINEERS
 8140 COMMUNITY COLLEGE
 SARASOTA, FLORIDA 34240
 PHONE: 941-555-1234
 FAX: 941-555-1234

NUMBER	DIRECTION	LENGTH
021	S87°24'07"	16.23
022	S87°24'07"	16.23
023	S87°24'07"	16.23
024	S87°24'07"	16.23
025	S87°24'07"	16.23
026	S87°24'07"	16.23
027	S87°24'07"	16.23
028	S87°24'07"	16.23
029	S87°24'07"	16.23
030	S87°24'07"	16.23
031	S87°24'07"	16.23
032	S87°24'07"	16.23
033	S87°24'07"	16.23
034	S87°24'07"	16.23
035	S87°24'07"	16.23
036	S87°24'07"	16.23
037	S87°24'07"	16.23
038	S87°24'07"	16.23
039	S87°24'07"	16.23
040	S87°24'07"	16.23
041	S87°24'07"	16.23
042	S87°24'07"	16.23
043	S87°24'07"	16.23
044	S87°24'07"	16.23
045	S87°24'07"	16.23
046	S87°24'07"	16.23
047	S87°24'07"	16.23
048	S87°24'07"	16.23
049	S87°24'07"	16.23
050	S87°24'07"	16.23



RIGHT OF WAY PER ORDER OF THE BOARD OF COUNTY COMMISSIONERS, SARASOTA COUNTY, FLORIDA, PLAT BOOK 2, PAGE 179, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

TRACT 500 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 501 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 502 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 503 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 504 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 505 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 506 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 507 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 508 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 509 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 510 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 511 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 512 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 513 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 514 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 515 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 516 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 517 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 518 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 519 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 520 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 521 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 522 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 523 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 524 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 525 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 526 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 527 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 528 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 529 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 530 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 531 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 532 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 533 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 534 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 535 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 536 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 537 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 538 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 539 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 540 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 541 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 542 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 543 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 544 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 545 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 546 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 547 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 548 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 549 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 550 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 551 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 552 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 553 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 554 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 555 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 556 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 557 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 558 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 559 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 560 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 561 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 562 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 563 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 564 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 565 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 566 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 567 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 568 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 569 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 570 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 571 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 572 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 573 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 574 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 575 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 576 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 577 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 578 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 579 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 580 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 581 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 582 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 583 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 584 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 585 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 586 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 587 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 588 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 589 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 590 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 591 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 592 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 593 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 594 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 595 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 596 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 597 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 598 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 599 STORMWATER MANAGEMENT AREA 110.00 S.F.

TRACT 600 STORMWATER MANAGEMENT AREA 110.00 S.F.

DETAIL SHEET

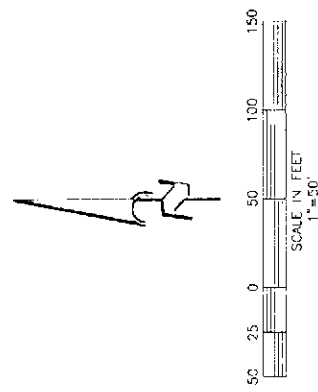
A REPLAT OF TRACT 500, LOT 121, AND LOT 122, WATERCREST, UNIT 1, PLAT BOOK 50 PAGE 31, ALL LYING IN SECTION 11, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.

PLAT BENCH MARKS
 PBM #415-D, CHISELED SQUARE IN TOP OF CONCRETE CURB
 ELEVATION=13.94' (AM ENG BM#2278)
 PBM #416-D, CHISELED SQUARE IN TOP OF CONCRETE CURB
 ELEVATION=13.24' (AM ENG BM#2279)
 PBM #416-E, CHISELED SQUARE IN TOP OF CONCRETE CURB
 ELEVATION=12.99' (AM ENG BM#2280)

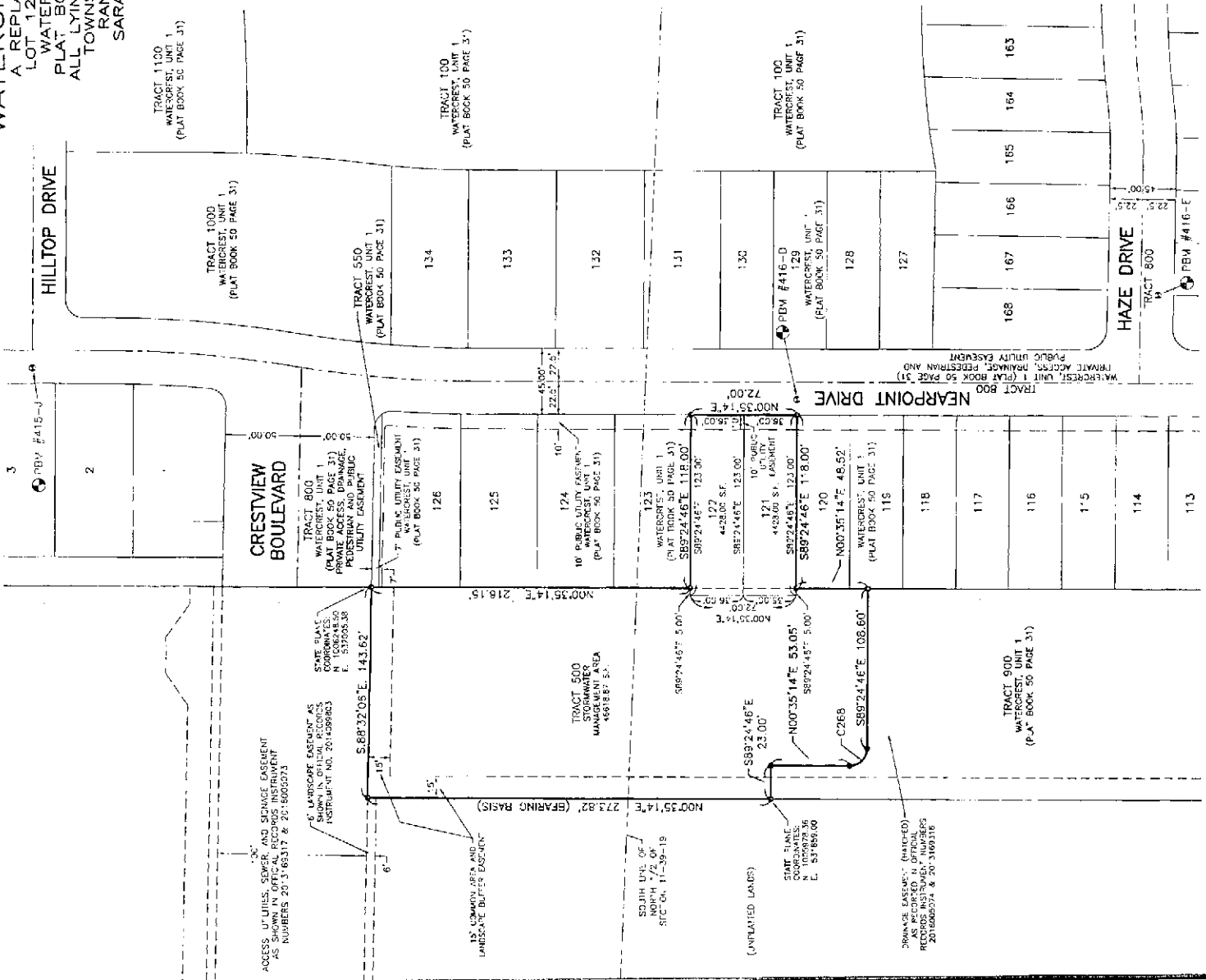
CURVE TABLE			
NUMBER	RADIUS	DELTA ANGLE	ARC CHORD CHORD BEARING
C265	12.00'	90°00'00"	18.85' 15.97'

ABBREVIATION LEGEND
 (S-) SQUARE FEET
 P.M. PERMANENT REFERENCE MARKER
 (L.O.) LICENSED BUSINESS
 PBM PLAT BENCHMARK

SYMBOL LEGEND
 ■ 4"x4" CONCRETE MONUMENT STAMPED "AM ENG INC LB 4334 FROM SURVEY MARKER" OR AS OTHERWISE NOTED
 ● 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "AM ENG INC LE 4334 FROM SURVEY MARKER" OR AS OTHERWISE NOTED
 ⊕ (PBM) PLAT BENCHMARK AS NOTED



ENGINEERING, INC.
 CONSULTING ENGINEERS & SURVEYORS, L.B. 4334
 8340 CONSUMER CTR.
 SARASOTA, FLORIDA 34237
 PHONE (941) 577-0170
 FAX (941) 577-4766



Prepared by:
Christa L. Folkers, Esquire
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236



**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
WATERCREST**

This Amendment is made this 26th day of JUNE 2018 by JLP DEVELOPMENT, LLC, a Florida limited liability company ("Developer").

RECITALS:

A. Developer previously recorded a Declaration of Restrictions for Watercrest in the Official Records as Instrument #2016106654, Public Records of Sarasota County, Florida, as amended by a First Amendment recorded in the Official Records as Instrument #2017110789, Public Records of Sarasota County, Florida (collectively the "Declaration").

B. Article 21 of the Declaration reserves unto Developer the right to amend the Declaration at any time prior to the Turnover, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration.

C. Article 4.3 of the Declaration reserves unto Developer the right to replat any land within the Subdivision to add additional Lots or Common Areas.

D. Developer desires to replat land within the Subdivision and amend the Declaration with respect to certain matters as set forth herein.

Now, therefore pursuant to the rights of Developer reserved in Articles 4.3 and 21 of the Declaration, the Declaration is hereby amended as follows:

1. The property legally described in Exhibit "E" attached hereto, comprising Unit 2, is hereby made subject to the provisions of the Declaration and is included in the definition of "Subdivision" as defined in Recital A of the Declaration. Exhibit "E" is added to the Declaration to read the same as Exhibit "E" attached hereto.

2. Article 1.58 is added to the Declaration to read as follows:

1.58 "Unit 2" means the real property described in Exhibit "E" attached hereto.

3. The third sentence of Article 3.1 of the Declaration is amended to read as follows: "The Common Areas shall specifically include: (a) Tracts 100, 200, 300, 400, 500, 550, 600, 700, 800, 900, and 1000, as shown on the plat of Unit 1 of the Subdivision, and all Improvements thereto; (b) Tract 500, as shown on the plat of Unit 1A of the

Subdivision, and all Improvements thereto; (c) Tracts 801 and 802, as shown on the plat of Unit 2 of the Subdivision; and (d) all Improvements made by Developer to the land that is subject to the Landscape Buffer.”

4. The first sentence of Article 3.2 of the Declaration is amended to read as follows: “Developer will construct a paved roadway within Tracts 800, 801, and 802 to provide access for Developer, the Association, and the Owners to the Lots and other property within the Subdivision.”

5. The first sentence of Article 3.7 of the Declaration is amended to read as follows: “Developer will construct a paved roadway (the “Subdivision Road”) within the areas depicted on the Plat as Tracts 800, 801, and 802 and the “Private Access, Drainage & Pedestrian Easement” to provide access for Developer, the Association, and the Owners to the Lots and other property within the Subdivision.”

6. The last sentence of Article 9.9 of the Declaration is amended to read as follows: “All pool screen cages shall be mansard style or hip style, and no flat roof or A-frame cages shall be permitted.”

In Witness whereof, Developer has caused this Second Amendment to be executed in their names this 26th day of JUNE 2018.

WITNESSES:



Signature of Witness

JAMES W. KEPERLING

Print Name of Witness



Signature of Witness


Kathie Jette

Print Name of Witness

JLP DEVELOPMENT, LLC

By: Vanguard Realtors, LLC,

a Florida limited liability company,
as Manager

By: 

John R. Peshkin, as its Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared John R. Peshkin, as Manager of Vanguard Realtors, LLC, a Florida limited liability company and Manager of JLP DEVELOPMENT, LLC, a Florida limited liability company, and to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the foregoing instrument, for and on behalf of the companies for the purposes therein expressed and that he was duly authorized by the companies to do so.

WITNESS my hand and official seal in the state and county named above this 30th day of JUNE 2018.

(Notary Seal)



Kathie Jette
Signature of Notary Public
Kathie Jette
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 7-11-2021

EXHIBIT "E"

All of the property described in the plat of WATERCREST, Unit 2, recorded in Plat Book 52, page 242, Public Records of Sarasota County, Florida.