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R	RECORDING TRUST	199	000000341150	0	23.00
R	RECORDING FEES	001	000000341100	0	181.00
R	CLERK CT TECH FUND	199	000000341160	0	85.50
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PSCOTT RECORDING CASH BOOK
CHECK/MONEY 4470 384.00
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Total 384.00
Receipt(s) Amount 384.00
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RECEIPT TOTAL: \$384.00
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CHAD M. MCCLLENATHEN, ESQ.
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2013023158

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
UNIVERSITY PLACE**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for University Place was recorded on August 9, 2002 in Official Records Book 1763, pages 2692 through 2781, of the Public Records of Manatee County, Florida (Declaration), and

WHEREAS, the Declaration has been amended on several occasions, including instruments recorded in Official Records Book 1812, Page 1106 et seq., Official Records Book 2255, Page 4395 et seq., Official Records Book 2380, Page 1242 et seq., and Official Records Book 2387, Page 3399 et seq., of the Public Records of Manatee County, Florida, and

WHEREAS, a majority of the Board of Directors of University Place Neighborhood Association, Inc. voted to propose and approve amendments to the Declaration, and otherwise voted to integrate all of the provisions into a single instrument, and

WHEREAS, the amendments, and this Amended and Restated Declaration, were approved by not less than two-thirds of the voting interests of the members represented in person or by proxy at a duly noticed meeting of the members of the Association held on February 12, 2013.

NOW THEREFORE, University Place Neighborhood Association, Inc. (Association), the not-for-profit corporation in charge of the operation and control of the properties more fully described in Article II hereof, does hereby amend and restate the Declaration of Covenants, Conditions, and Restrictions for University Place for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

**ARTICLE I
DEFINITIONS**

As used in this Declaration, the terms below shall have the following meanings:

1.01 **"ARC" or "Architectural Review Committee"** means the Board of the Association which will review and approve architectural plans for improvements on the Lots and as herein provided.

1.02 **"Articles"** means the Articles of Incorporation of the Association.

1.03 **"Assessment"** means and refers to a charge against an owner and his Lot, made by the Association in accordance with the Declaration and secured by a lien against such Lot as hereinafter provided.

1.04 **"Association"** means the entity known as University Place Neighborhood Association, Inc., a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors.

1.05 **"Board"** means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Association.

1.06 **"Bylaws"** means the Bylaws of the Association.

1.07 **"Common Property"** means and refers to all real property or interest therein, including easements, licenses and servitudes, owned by or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereon. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated Common Property. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and residents of the Neighborhood and their guests, subject to the provisions of this Declaration.

1.08 **"Community Development District" or "CDD" or "District"** means the University Place Community Development District, in which the Neighborhood is located. The Community Development District will construct, operate and maintain certain improvements and facilities, including some within the Neighborhood and imposes (or will impose) taxes or assessments or both on property located therein through a special taxing district. These taxes and/or assessments pay the debt service on the bonds and other costs associated with the construction, operation and maintenance of the improvements and facilities of the District and are set annually by the governing board of the District. These taxes and assessments are in addition to County and all other taxes and assessments provided for by law and the assessments provided for herein. Each Owner shall be responsible to pay the Community Development District taxes and assessments on the Lot(s) owned by such Owner.

1.09 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions and all exhibits attached hereto, as the same may be amended from time to time.

1.10 **"Developer"** means Dick Road-Blend-All Hotel Development, Inc., a New York corporation, Walden Avenue-All Hotel Development, Inc., a New York corporation, WR-1 Associates, Ltd., a Florida limited partnership, and Wilmington Land Company, a Florida corporation, which were the entities that collectively were the developer of the Neighborhood.

1.11 **"Development Order"** means the Development Order contained in Manatee County Ordinance No. 01-20, March 13, 2001, with respect to Development of Regional Impact in which the Neighborhood is located, as said Development Order may be amended from time to time. All property within the Neighborhood is subject to the terms of the Development Order.

1.12 **"Lot"** means a Lot as shown and numbered on the Plats as described in Article II. "Lot" shall not include any platted land that is Common Property.

1.13 **"Lot Type"** means the following different size and style Lots included within the Neighborhood:

Lot Type	Minimum Lot Size
"Executive"	80' x 125'
"Family Lot"	75' x 120'
"Single Family"	65' x 120'

"Patio Home"

52' x 120'

1.14 **"Member" or "Owner"** means the record title holder of a Lot.

1.15 **"Plats"** means the plats of the Neighborhood, recorded in the Public Records of Manatee County, Florida, as set forth in Article II.

1.16 **"Context"**. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

ARTICLE II LAND PLAN

2.01 **Existing Property.** The real property which is subject to this Declaration is all property within:

(a) Charleston Pointe Phase A at University Place, as per the Plat thereof recorded in Plat Book 40, Pages 34 through 41;

(b) Charleston Pointe Phase A1 at University Place, as per the Plat thereof recorded in Plat Book 40, Pages 49 through 53;

(c) Hampton Terrace at University Place f/k/a Parcel B, as per the Plat thereof recorded in Plat Book 40, Pages 42 through 48;

(d) Ashley Trace at University Place, f/k/a Parcel C, as per plat thereof recorded in Plat Book 41, Page 98 through 113;

(e) Carriage Run at University Place, f/k/a Parcel D, as per plat thereof recorded in Plat Book 41, Page 91 through 97;

(f) Magnolia Hammock at University Place, f/k/a Parcel E, as per plat thereof recorded in Plat Book 41, Page 84 through 90;

(g) Indigo Ridge at University Place, per plat thereof as recorded in Plat Book 41, Pages 75 through 83;

all of the public records of Manatee County, Florida (herein collectively referred to as the "Plats").

2.02 **The Property.** Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. Except as permitted in Paragraph 6.01, no business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No residence or part thereof of any Lot shall be rented separately from the rental of the entire Lot.

2.03 **Description of Common Property.** Except to the extent legally described in any Lot as designated on the Plat, and except for any property of the Community Development District or other entity of the government, the Common Property shall consist of the following, subject however to the rights of governments having jurisdiction:

(a) Certain landscaping, and other structures or installations located within the Cooper Creek median, the areas designated as landscape easements on the Plats, or within any additional landscape easements granted to

the Association over property outside of the Plats, which shall be deemed Common Property for purposes of maintenance and replacement.

(b) Easements in drainage swale areas and other storm water management and drainage systems, facilities, areas and installations, and irrigation and utility easements located other than on Common Property and designated on the Plats of the Neighborhood.

(c) The various areas shown on the Plats and not designated as Lots, which areas contain wetlands; drainage/landscape and buffer areas; lakes and storm water retention areas, and related drainage features; conservation easements and mitigation areas; recreation areas and facilities (the playground and equipment, two swimming pool facilities, and two recreation centers); nature areas and nature walks.

(d) Individual mailboxes or clustered mailboxes attached to free-standing posts. Such mailboxes may be located at such places throughout the Neighborhood as may be designated by the Board.

(e) Any and all sod, landscaping material, lights and electrical connections, structures, facilities, and other improvements, together with any associated utility lines or installations, located within landscape buffers, open spaces, recreation areas, or other portions of the Common Property.

(f) Other Common Property may be acquired by the Association as hereafter provided.

The surface water management facilities of the Neighborhood shall include, but are not limited to items (b) and (c) as described above.

More specifically, the Common Property shall consist of the property conveyed by the Developer to the Association by deed recorded on July 21, 2008 in Official Records Book 2267, Pages 3690 through 3698, of the Public Records of Manatee County, Florida. Subject to agreements and licenses between the Association and the Community Development District, which may constitute part of the Common Property, the title to the property conveyed to the Community Development District by deed recorded on July 21, 2008 in Official Records Book 2267, Pages 3645 through 3685, of the public records of Manatee County, Florida is excluded from the Common Property.

2.04 Member's Easement of Enjoyment. Every member shall have a non-exclusive easement for the use and enjoyment of the Common Property, in common with the other members, which shall be appurtenant to and to pass with the member's title to a Lot. Such rights shall, however, be subject to the provisions of this Declaration, the Articles and the Bylaws, and subject to the following provisions:

(a) The right of the Association to establish and publish rules and regulations governing the use of Common Areas affecting the welfare of Association members.

(b) The right of the Association to suspend the use rights of an Owner, tenant, guest or invitee for any period during which any assessments against his Lot are more than 90 days delinquent; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners entitled to cast two thirds (2/3) of the total votes of the membership has been recorded, agreeing to such dedication or transfer.

(d) The right of the Association through the Board, to grant such drainage, utility and access easements over the Common Property or any part thereof, to governments having jurisdiction, or providers of utilities, provided such easement, in the judgment of the Board, will not unreasonably interfere with the use of the Common Property for its intended purpose.

(e) The terms of this Declaration, the Manatee County Land Development Code and the terms of all governmental approvals affecting the development of the Neighborhood, including, without limitation the Development Order, and the rights of Manatee County and the Community Development District to govern and regulate the same.

(f) All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

(g) Each Member's easement with respect to the mailboxes is restricted to the mailbox specifically assigned to the Lot owned by such Member.

THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR ANY LAKE, RECREATIONAL AREA, NATURE AREA OR ANY OTHER COMPONENT OF THE COMMON PROPERTY. ANY OWNER OR INDIVIDUAL USING SUCH AREAS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, AND GUESTS, AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES ARISING FROM SUCH USE.

2.05 Title to Common Property. Developer conveyed the Common Property to the Association as stated in Paragraph Section 2.03. There shall be no further disposition of Common Property that is real property, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Property, without first offering to dedicate the same to Manatee County or other appropriate governmental agency. In the event of the dissolution of the Association, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation. All Common open space shall be owned and maintained by the Association or the Community Development District.

2.06 Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Property to the members of his family, tenants, contract purchasers, or social guests, subject to the provisions of this Declaration and any rules and regulations adopted by the Association.

2.07 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, for the abandonment of his Lot.

2.8 Disturbance of Common Property. No portion of the Common Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair or improvement, without the prior written approval of the Association, and the Director of the Manatee County Planning, Permitting and Inspections Department, or such successor agency as may assume the duties of that department.

2.09 Destruction of Improvements. In the event of partial or total destruction of improvements to the Common Property that the Association is required to maintain, the Association shall utilize its best efforts and

resources reasonably available within existing or future budgets to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained by the Association pursuant hereto shall be used for such purposes.

2.10 Right of Emergency and Other Governmental Personnel and Vehicles. Notwithstanding that the Common Property shall be privately owned, all emergency vehicles, including, without limitation, fire, police, ambulance, rescue and similar vehicles, as well as vehicles belonging to Manatee County Health and Pollution Control personnel and governmental or private suppliers of utilities, shall be privileged to cross and to re-cross the Common Property for all legitimate, proper and reasonable purposes while in the pursuit of their duties. Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire personnel are further hereby granted authority to enforce cleared emergency vehicle access in the performance of their duties, to the extent same may be necessary with respect to the Common Property.

2.11 Easements within the Neighborhood. Easements for installation and maintenance of utilities, storm water retention/detention ponds, and/or conservation area or wetland mitigation area are reserved as may be shown on the Plats. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority, utility company or the Association is responsible.

2.12 Member's Use of Lakes, Nature Walks and Other Common Areas. No Owner may use the waters within the Neighborhood lakes or storm water retention areas, nature walks or Common Areas for any purpose whatsoever except recreational purpose in accordance with the terms of this Declaration and the rules and regulations promulgated hereunder. No Owner may pump or otherwise remove any water from any lake or storm water retention area at any time for any purpose. Every Member's use of the lakes, nature walks and other Common Areas of the Neighborhood shall be subject to the reasonable rules and regulations established by the Board, which rules and regulations may be modified from time to time in the Board's reasonable discretion. Such rules and regulations will include, among other things, the following items:

(a) All fishing within the Neighborhood will be done on a "catch and release" basis only except as the Board may expressly elect to permit in its discretion.

(b) All recreational activities within the lakes and lakeside areas will be governed by rules and regulations to protect said areas while providing for the enjoyment and recreation of the Members. No motorized boats, jet skis or other motorized water craft shall be operated within the lakes, except as the Board may expressly elect to permit in its discretion.

(c) The Board shall have the right to prohibit the feeding of certain wildlife within the Neighborhood, including, without limitation, alligators, seagulls, geese and ducks, and to establish any other rule or regulation respecting the wildlife within the Neighborhood it determines appropriate in its discretion.

ARTICLE III THE ASSOCIATION

3.01 General. The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of all of the Property. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation and the Bylaws. A copy of the Amended and

Restated Articles of Incorporation is attached hereto as Exhibit "A". A copy of the Amended and Restated Bylaws is attached hereto as Exhibit "B".

3.02 Membership. The Owner of each Lot shall be a member of the Association and no one who is not an Owner of an interest in a Lot shall be a member of the Association. Each Owner accepts membership in the Association and agrees to be bound by this Declaration, the Articles and Bylaws of the Association and any rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a Lot, and may not be transferred separate and apart from the transfer of Ownership of the Lot. Membership automatically terminates upon the sale or transfer of an Owner's interest in a Lot, whether voluntary or involuntary. A member's voting rights or privileges in connection with the Common Property, or both, may be regulated or suspended as provided in this Declaration, the Bylaws or Association rules.

3.03 Voting Rights. Members shall be entitled to one vote for each Lot in which such members hold a required ownership interest; provided, however, that when there are multiple Owners of a Lot, there should nevertheless be only one vote for each Lot, which vote shall be exercised among the Owners of said Lot as provided in the Bylaws.

3.04 Election of Board of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner provided in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

3.05 General Duties and Powers of the Association. In addition to the duties and powers enumerated elsewhere herein and in the Articles and Bylaws, and without limiting the generality thereof, the Association shall:

(a) Enforce the provisions of this Declaration, the Articles and Bylaws by appropriate means and carry out the obligation of the Association hereunder.

(b) Maintain, regulate and otherwise manage all of the Common Property, except to the extent that such duties are performed by the Community Development District or other entity of government.

(c) Pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.

(d) Obtain, in the Association's name, all required utility and other services for irrigation and illumination of the Common Property, and obtain and pay for the cost of electrical power, water or other utilities used in connection therewith, except to the extent provided by the Community Development District or other entity of government.

(e) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(f) Have the power of entry upon any Lot reasonably necessary in connection with the carrying out of Association responsibilities hereunder.

(g) Have the power to acquire, accept, maintain, repair, improve and replace Common Property.

(h) Have the power to make and enforce reasonable rules and regulations governing the Common Property, which rules and regulations shall be consistent with this Declaration.

(i) Have the power to negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association by Special Assessment for services.

(j) Have the power and duty to maintain Architectural Control with respect to the Neighborhood in accordance herewith.

(k) Have any and all powers reasonably necessary, appropriate or deemed desirable to oversee, manage, maintain and operate the Common Property, including, without limitation to enter into agreements with the Community Development District or other entities of the government.

3.06 Repair and Maintenance by the Association. The Association shall be responsible for the maintenance, repair and replacement of the following, except to the extent that such duties are performed by the Community Development District or other entity of the government:

(a) The Common Property, including all associated improvements, facilities, equipment and supplies.

(b) Any part of any Lot or Parcel designated as a "landscape easement" which shall include the right of entry and re-entry for the purpose of planting, maintaining, irrigating, trimming, pruning and replacing all landscape material located within such landscape easement, as well as attending to any fences, walls, signage and lighting forming as part of such landscape easement. This obligation shall also extend to the entry walls, signs, lighting, landscaping and irrigation located on each side of the Neighborhood entryway.

(c) Association shall maintain and preserve (i) all plants, trees, hedges, grass and landscaping in the Cooper Creek medians and circles; and (ii) shall cause the same to be illuminated in accordance with the design thereof during such hours as it shall deem reasonably appropriate in its discretion; (iii) any lighting and landscaping in the Cooper Creek medians or on any easement granted the Association, as well as public signs to the extent not maintained by public authorities to a level deemed acceptable by the Board.

(d) Retention lakes and ponds, wetland, conservation and nature areas located within or adjacent to the Neighborhood that are not dedicated to and accepted for maintenance by public authorities, and all such areas so dedicated to the extent not maintained by public authorities shall be maintained to an acceptable level as determined by the Board. The Association shall also maintain, as part of the Common Property, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The conditions include monitoring and record keeping, schedules, maintenance and other obligations as follows:

(i) Water quality data for the water discharged from the Permittee's property or into the surface waters of the state shall be submitted to the District as required. Parameters to be monitored may include those listed in the Southwest Florida Water Management District's Permit, and Chapter 17-3 of the Florida Administrative Code; and

(ii) The Association agrees to operate and maintain the system, and has sufficient ownership so that it has control over all water management facilities authorized; and

(iii) The Association shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the Permit;

(iv) The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with the conditions of the Permit, as required by the District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the Permit, and when required by District rules; and

(v) The Association, specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, when the permitted activity is located or conducted, for the purposes of inspection and testing to determine compliance with the Permit.

(e) Any recreational facilities, including but not limited to, any swimming pool and associated pool building, cabana, restrooms, landscaping and such other recreational elements which may be provided by the Association as part of the Common Property.

The expense of all the foregoing shall be a Common Expense except as otherwise herein expressly provided, and the Association shall provide a uniform level of maintenance, repair and replacement of the Common Property and other items to be maintained hereunder. Provided, however, that if an item of maintenance, repair or replacement is the result of any intentional or negligent act of an Owner or member, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot or Parcel, and even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Lot or Parcel for reimbursement.

3.07 Failure of Association to Maintain. If the Association shall fail to maintain those parts of the Common Property that are deemed common open space under the Manatee County Comprehensive Zoning and Land Development Code, as amended from time to time, then Manatee County shall have the right to maintain same under and in accordance with the then applicable provisions of said Manatee County Comprehensive Zoning and Land Development Code, as amended from time to time, the provisions of which sections are incorporated herein by reference.

3.08 Right to Maintain Lots and Buildings Thereon. If after providing an Owner thirty (30) days advance written notice of the existence of a violation of a covenant or restriction set forth herein, and in order to preserve the beauty, quality and value of the property, the Association shall have the right to enter upon any Lot on which there exists a violation of a covenant or restriction set forth herein, to remove and cure such violation if possible without inconvenience to the Owner or otherwise disturbing the peace of the neighborhood. Additionally, the Association shall have the right to impose a fine and/or suspension upon the Owner in accordance with Paragraph 8.13. In addition to any fine or suspension imposed by the Association, any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained, and the Association shall have the right (i) to impose a lien on such Lot as provided in Paragraph 7.10 and (ii) to enforce such lien as provided in Paragraph 7.11.

3.09 Transfer of Maintenance to Governmental Authority. The Board may transfer any maintenance responsibility for any part of the Common Property, or for any item or items for which the Association has maintenance responsibility, to any special taxing district, taxing unit, other public agency, authority or entity organized or having jurisdiction of such matters without the necessity of Member approval, provided that such governmental authority or entity accepts such maintenance responsibility. If the transfer of such responsibility is effected, the Board shall retain the authority to supplement such maintenance to the extent such public authority does not maintain such items to an acceptable level as determined by the Board.

3.10 Implied Powers of the Association. The Association shall have all the power and authority reasonably necessary for it to carry out each and every of its duties set forth in this Declaration, the Articles or Bylaws, including any right or power reasonably to be inferred from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its duties hereunder.

ARTICLE IV ARCHITECTURAL REVIEW

4.01 Architectural Review Committee. For the purposes of carrying out the Architectural Review process, there shall be an Architectural Review Committee (the "ARC"). The members of the ARC shall consist of the Board. Provided, however, that the Board may appoint a separate architectural review committee and delegate its duties and authority to that committee, subject to oversight and control by the Board, and the right of an Owner to appeal a decision of the committee to the Board as provided in Paragraph 4.06.

4.02 Architectural Standards. The Board may, after thirty (30) days written notice to all Lot Owners and from time to time, adopt and promulgate architectural standards for the Neighborhood. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Neighborhood. All standards shall be adopted and applied on a uniform basis with respect to each Lot Type, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

4.03 When Architectural Review Is Required. Architectural Review shall be required in each of the following circumstances:

(a) Whenever the Owner of a Lot proposes to construct improvements thereto or remove improvements therefrom.

(b) Whenever any reasonably visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.

(c) Whenever any Owner proposes to maintain or repair an improvement or Lot in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the improvement thereon.

(d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

(e) Without limiting the generality of the foregoing, the addition of swimming pools and patios shall be subject to Architectural Review, as shall the installation or removal of any landscaping, the construction of any fence, driveway or walkway, wall, tennis court, screen enclosure, water or sewer line, drain, solar energy device, decorative building, outbuilding or other installation, device, equipment or structure which will alter the appearance of the Lot or improvements located thereon when viewed from adjacent Lots or streets.

4.04 Procedure. Whenever an Owner proposes any improvements or alterations for which Architectural Review is required, there shall be submitted to the ARC a written application for approval and at least one complete set of plans and specifications for the proposed construction and landscaping. Such plans and specifications shall include, as appropriate, the following:

(a) A site plan for the Lot showing the location, shape and dimensions of all proposed structures, pavement and landscaping to be installed and plant material to be removed.

(b) Complete floor plans and exterior elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living area and other areas.

(c) Specification of all materials to be used, including description of type, color and nature.

(d) Specification of all plant and other material proposed for landscaping and irrigation plans.

(e) Samples of materials and proposed colors for external application.

(f) Such other additional and supplementary information and materials as the ARC may reasonably require.

The ARC may waive formalities in the submission process, and may waive any one or more of the above requirements if it deems the application, plans or specifications provide information of reasonably sufficient detail for the ARC to review. The ARC shall review and evaluate all submissions and shall either approve or disapprove, or approve in part or disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration or promulgated architectural standards where applicable. The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditional approval, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring ARC approval shall be commenced and completed without Architectural Review and approval by the ARC, or at variance with approved plans and specifications, then such construction or other improvements may at any time thereafter be required to be removed or altered to comply with such plans or specifications as may be approved by the ARC. Nothing shall prevent an Owner from making applications to the ARC for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC has acted. The ARC shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

4.05 Routine Procedures. Where the ARC has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, a Lot Owner may comply with such standards without formal approval.

4.06 Appeal. Any person aggrieved by a decision of the ARC may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than ten (10) days after the date upon which the decision of the ARC is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision of the ARC. Failure of the Board to act within such thirty (30) day period shall be deemed a decision and affirmation of the party appealing as to the point appealed. For the purpose of this Section, the aggrieved party shall have standing to initiate the appeal, and the Owners of any three (3) or more Lots shall also have standing to initiate an appeal from any decision of the ARC, provided such Lot Owners follow the provisions of this paragraph.

4.07 Rules and Regulations and Fees. The Board may adopt reasonable rules and regulations for the conduct of the ARC, including rules to its authority. The Board may establish reasonable fees for Architectural Review. If, after providing an Owner with thirty (30) days advance written notice of the existence of a violation of the architectural standards, and in order to preserve the beauty, quality and value of the property, the Association shall have the right to enter upon any Lot to remove and cure such violation if possible without inconvenience to Owner or otherwise disturbing the peace of the Neighborhood. Without limiting the foregoing, upon and during any such violation, the Association shall have the right to impose a fine and/or suspension upon the Owner in accordance with Paragraph 8.14. In addition to any fine imposed by the Association, any and all costs of removing and curing violations of the architectural standards shall be allocated and assessed by the Board upon the violator's Lot, and the Association shall have the right (i) to impose a lien upon such Lot as provided in Paragraph 7.10, and (ii) to enforce such lien as provided in Paragraph 7.11.

4.08 Records. The Association shall maintain records of all Architectural Review proceedings.

ARTICLE V ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

5.01 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached residential dwelling and attached garage. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the ARC provided that any such accessory buildings do not furnish residential accommodations for an additional family.

5.02 Building Lines. The building setback lines for the front, side and rear yards shall be as set forth in the then-applicable Manatee County Land Development Code and/or Development Order. No dwelling or structure shall be located in any such setback. While it is intended that the minimum setbacks shall be as set forth in the Manatee County Land Development Code and/or Development Order, the ARC as part of the architectural review process, may increase a specific setback where it finds that, because of the location, nature and shape of the Lot and design of the structure, that such increase in setback is reasonable and appropriate and will result in a Lot that is developed and utilized in an appropriate manner that is not detrimental to surrounding properties. In exceptional circumstances for good cause shown, and if allowed by applicable law or ordinance, the ARC may grant a variance from the provisions hereof.

5.03 Building Height Limitation. No dwelling, house or other building shall be more than two (2) stories in height, nor more than thirty (30) feet above grade of the crown of the street upon which the Lot fronts. The Association may in its discretion establish different height limitations for each Lot Type.

5.04 Minimum Floor Space. Each dwelling located on a Lot shall contain not less than the following minimum amount of air conditioned living area, which shall not include porches, patios, lanais, garages or breezeways:

Lot Type	Minimum Living Area
"Executive"	2000 square feet
"Family Lot"	1800 square feet
"Single Family"	1600 square feet
"Patio Home"	1400 square feet

5.05 Garages. Unless otherwise specifically approved by the ARC, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. No carport shall be permitted. No garage shall be enclosed by

screen or otherwise, or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. All vehicles, boats and all other items shall be kept within the enclosed garage at all times except for loading, unloading or washing. Garage doors shall be kept in a closed position when not in use for ingress or egress. Each dwelling shall have an enclosed garage which meets the following requirements:

Lot Type	Number of Automobiles that Garage Accommodates	
	Minimum	Maximum
"Executive"	2	3
"Family Lot"	2	3
"Single Family"	2	3
"Patio Home"	2	2

5.06 Driveways and Lamp Posts. All dwellings shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All driveways shall be constructed with concrete unless otherwise specifically approved by the ARC. An Owner shall repair in a neat and orderly fashion any and all curbs broken in construction of a driveway entrance. Lamp posts shall be of a design approved by the ARC.

5.07 Recreational Facilities.

(a) All recreation facilities constructed or erected on a Lot, including, without limitation, swimming pools, tennis courts, and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARC.

(b) Lighting of a Recreation Facility shall be designed so as to buffer the surrounding residences as reasonably practical from such lighting, and such design must be approved by the ARC.

5.08 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, natural gas, telephone and television shall be run underground from the connection point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARC.

5.09 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot.

5.10 Antennae and Aerials. Subject to applicable law or regulation, no antennae, mast, dish, disc, aerial or other similar device shall be placed upon a Lot or affixed to the exterior of any building, and no such facility placed or affixed within a building shall extend or protrude beyond the exterior of such building. Provided, however, the ARC may approve any such item if it is erected and maintained in such a way that it is screened from public view. No such device is permitted under any circumstances if it sends, contributes to or creates interference with any radio, television or other communication reception or interferes with the operation of other visual or sound equipment located within any part of the Neighborhood.

5.11 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot, and clothing, sheets, blankets, towels or other articles shall not be hung over fences or otherwise exposed, except where such activity is advised or mandated by governmental

authorities for energy conservation purposes, in which event the ARC shall be required to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed.

5.12 Signs. The size and design of all signs located on a Lot shall be subject to the approval of the ARC and applicable law. Except as otherwise provided by law, no sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

(a) Directional or traffic signs may be installed by the appropriate governmental authority, or by the Board and entrance or other identification signs or billboards may be installed by the Board.

(b) One "For Sale" or "For Lease" sign of not more than six square feet, being not wider than three feet nor higher than three feet, may be displayed on a Lot by the Owner or the agent for the Owner thereof. A "For Sale" or "For Lease" sign, as furnished by a real estate agent is permissible without ARC review. However, a "For Sale by Owner" or "For Lease by Owner" sign shall be of the style, size, color, configuration and manner of placement as specified by the ARC; and

(c) One security sign of reasonable size provided by a security contractor may be displayed at the front and rear of a Lot within ten (10) feet of the entrance to the dwelling.

(d) Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain, and are removed within fifteen (15) days after the election.

5.13 Temporary Structures. No structures of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot, provided, however, a temporary construction trailer and/or a storage or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that any such temporary structure shall be removed immediately from the Lot upon completion of such construction, and temporary tenting for the eradication of termites and pests is permissible.

5.14 Completion of Construction and Repairs. The construction of any new building or repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.

5.15 Compliance with SWFWMD. Each Owner is hereby notified that the property within the Neighborhood is subject to the requirements of Surface Water Management Permit(s) issued by the Southwest Florida Water Management District. It shall be the responsibility of each Owner at the time of construction of a building, residence or structure to comply with the construction plans for the storm water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Management District (SWFWMD or District). No construction activities may be conducted relative to any portion of the surface water management system facilities without the prior approval of the Association, the Community Development District, and SWFWMD pursuant to Chapter 40D-4, F.A.C. Prohibited activities include, but are not limited to: digging or excavation, depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. The District shall have the right to take enforcement actions to enforce the terms hereof and Chapter 40D, F.A.C., including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. In the event the Association is dissolved or otherwise fails to maintain the surface water management facilities in accordance with the applicable permits and regulations, the District, upon reasonable notice and hearing, may enter the Common Property for the purpose of maintaining same. The cost of such maintenance by the District shall be assessed pro-ratedly against the Lots and such charges are payable by the

Owners within sixty (60) days after receipt of a statement from the District, and if unpaid at the end of such period shall become a lien on the Lots. Alternatively, at the option of the District, and subject to the limitations provided for herein, if the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h, District Basis of Review. Notwithstanding any other provision in this Declaration to the contrary, neither this Section nor any provision of this Declaration affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities may be amended without the prior written consent of SWFWMD.

5.16 Manatee County Conservation Easements (Preserves). The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plats as Conservation Easements without the prior consent of Manatee County:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- (b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- (c) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- (d) Removal, mowing, or trimming of trees, shrubs or other vegetation.
- (e) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner to affect the surface.
- (f) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- (g) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- (h) Acts or uses detrimental to such retention of land and water areas.
- (i) Application of fertilizers, pesticides, herbicides.

5.17 Miscellaneous Visual Restrictions.

- (a) All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ARC so that they shall be substantially concealed or hidden from any eye-level view from any street, adjacent property, or common property. No window or wall air conditioning units shall be permitted on any Lot.
- (b) The personal property of any resident shall be kept inside the residence dwelling, or a fenced or walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition.

(c) Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one week after an Owner or tenant first moves into a dwelling or when permanent window treatments are being cleaned or repaired.

(d) All solar heating and other alternative energy resource systems shall be so installed and maintained as not to be visible from the street upon which the dwelling fronts, unless specifically otherwise authorized by the ARC. It is the intent here not to prohibit the use of renewable energy sources, but rather to direct the same be so designed, installed and maintained as to minimize visibility from the street in front of the dwelling.

5.18 Mandatory Lot Irrigation System. Each Lot shall be required by the ARC to have an automated lawn irrigation system with automated timers (the "Lot Irrigation System"). Such system shall be connected to the Central Irrigation System of the Neighborhood. The Lot Irrigation System shall be installed and connected to the Central Irrigation System at the cost and expense of the Owner of such Lot. The design and specification of materials used for the Lot Irrigation System and its connection to the Central Irrigation System for each particular Lot shall be as specified and approved by the ARC. In order to ensure the efficient operation of the Central Irrigation System and the individual Lot Irrigation Systems, the timer settings for each individual Lot Irrigation System shall be set in accordance with the watering schedule as established from time to time by the Community Development District, or the Association. If the water for individual Lot irrigation is supplied by the Association, the Association shall have the right to assess each Lot Owner for water supplied by the Association to each Lot Owner's Lot. Such assessment may be included as part of the Regular Assessments or as a Supplementary Assessment. The respective obligation for maintenance, repair and replacement of the Central Irrigation System and the Lot Irrigation Systems shall be as follows:

(a) All components of the Central Irrigation System not located within a Lot up to the point of connection to each Lot (but not including the separate Lot Irrigation Systems of the Lot Owners on their respective Lots) shall be maintained and operated by the Community Development District; provided, however, the Owner of a Lot shall do nothing to interfere with the operation of the Central Irrigation System, and shall be liable to the Community Development District for any damage to the Central Irrigation System caused by the willful acts or negligence of such Owner, his tenants and their respective families, guests, contractors, licensees and invitees. The owner of the Central Irrigation System and the Association and their agents shall have the right to enter upon any Lot to (i) monitor and set Lot Irrigation System timers, and (ii) inspect, maintain, repair and replace portions of the Central Irrigation System on such Lot, and shall have the right to relocate such installation from time to time.

(b) All components of the Lot Irrigation System and automatic timers up to the point of connection to the Central Irrigation System shall be maintained, repaired and replaced at the cost and expense of the Owner of such Lot.

5.19 Reclaimed Effluent Irrigation System. It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, to comply with the requirements, if any, of the Manatee County Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future. In connection therewith, each Owner shall install an effluent meter, backflow preventer, and such other equipment required for connection to the reclaimed effluent irrigation system, if required by Manatee County. Notwithstanding the foregoing, each Lot shall remain connected to the Central Irrigation System and shall not connect to any other reclaimed effluent system unless the Association or the Community Development District elects to require connection or unless connection is mandated and enforced by Manatee County.

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

6.01 Residential Use. The Lots shall be used solely for single-family residential purposes and for no other purpose. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot, provided however, Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, but only if the activity is acceptable under the Zoning Regulations of Manatee County; cannot be seen, heard or smelled by other residents; does not cause an increase in pedestrian or vehicular traffic in the subdivision; does not increase the insurance risk of other Lot Owners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents or their pets.

6.02 Leasing. No Owner may lease less than the entire Lot, lease a Lot more than twice in any calendar year, or lease a Lot for a term of less than one (1) month. Owners must notify the Association in writing for each rental with the names of the tenants, terms of the rental and motor vehicle information.

6.03 Further Subdivision. The Lots shall not be further subdivided, but such prohibition shall not prevent the conveyance of portions of a Lot to the Owner of an adjacent Lot to the end that platted Lot lines may be reconfigured. Upon any such conveyance, the parcel so created shall be deemed a "Lot" subject to the provisions hereof, as though originally platted as such; provided, however, that at no time shall the aggregate of all such conveyances as they may pertain to any platted Lot result in a revised and reconfigured tract with land area deviating more than 10 percent (10%) from the land area of such Lot as originally platted.

6.04 Maintenance by Owner. Each Owner shall maintain the exteriors of all structures on a Lot and any and all fixtures attached thereto in a sightly manner. In addition, each Owner shall routinely maintain any sodded or landscaped areas adjacent to his Lot from the platted Lot lines up to the curb(s) or edge(s) of right-of-way pavement (the "Adjacent Areas"), excluding fences, walls, signs, or other structures common to the Neighborhood installed by Developer or the Association, which shall be the responsibility of the Association to maintain. The maintenance of such Adjacent Areas by each Owner shall at all times be subject to the rights and duties of the Association to regulate, manage, modify, improve and control said Adjacent Areas as set forth in this Declaration, including the right to take over foregoing maintenance responsibilities and discontinue Owner maintenance at any time.

Each Owner shall maintain such Lot and improvements and the foregoing Adjacent Areas at his sole expense in good condition and repair and in an attractive condition in keeping with the standards of maintenance throughout the Neighborhood. Maintenance by the Owner shall include, but not necessarily be limited to, all maintenance, painting, repair, replacement and care of structures, fixtures (including lamp posts), equipment, appliances, roofs, gutters, downspouts, exterior building surfaces, screening and caging, shutters and other decorative and functional attachments to the exterior of the improvements, walks and other exterior improvements, street trees, exterior lawn, landscaping and Lot Irrigation System. All such maintenance and repair shall conform to such maintenance standards as may be promulgated from time to time by the Board in accordance herewith. The Board may from time to time adopt and promulgate maintenance standards for the Neighborhood, so long as such standards are reasonable and not contrary to the provisions of this Declaration.

6.05 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers. Such containers shall be kept in a sanitary condition in (i) an enclosed area attached to the dwelling and constructed in a manner approved by the ARC or (ii) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the property; however, such containers shall be returned to and kept in the enclosed area or underground, as the case may be, promptly after pick up. This restriction shall not apply during

construction of any single family home on a Lot provided that construction is diligently pursued after commencement.

6.06 Nuisances. No Owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be carried on his Lot any nuisance, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

6.07 Commercial and Recreational Vehicles. Unless prior approval has been granted by the Board, no commercial vehicle, recreational vehicle, trailer, camper, motor home, panel truck, canoe or boat of any kind shall park or be parked at any time on a Lot unless such a vehicle is in a garage or is a commercial vehicle in the process of being loaded or unloaded. The Board may approve special storage arrangements for such vehicles, imposing strict locational, time and other conditions as it may determine. A "panel truck" is any van or mini-van which does not have any rear passenger windows. "Commercial vehicle" means a vehicle that is owned or used by a business, corporation, association, partnership, or sole proprietorship, or any other entity conducting business for a commercial purpose, and includes without limitation, any vehicle displaying a commercial tag or any lettering, logo, symbol, or trademark on the vehicle's exterior. The Board may adopt and promulgate additional standards for commercial and recreational vehicles, and may revise or expand such standards from time to time to take cognizance of new forms or variations of commercial and/or recreational vehicles. In the event there is any dispute as to whether a particular vehicle is a commercial or recreational vehicle, such dispute shall be referred to the Board and the determination rendered by the Board with respect to such dispute shall be final and binding upon all parties thereto.

6.08 Maintenance and Storage of Boats and Vehicles. No maintenance, repair or storage of any boat or vehicle, shall be permitted upon any Lot except within an enclosed garage.

6.09 Animals and Pets. Only common domesticated household pets may be kept on any Lot or improvements thereto, and in no event may such pet be kept for breeding or any commercial purposes. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Neighborhood. Approved household pets may not be kept in unreasonable numbers. Permitted pets shall be kept only subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board, and unless otherwise provided by the Board, shall be kept on a leash except when within a fenced or other enclosed area. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance, may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet. Pet Owners are responsible for cleaning up any mess created by their pets within the Neighborhood. Excrement which is not picked up shall be deemed a nuisance hereunder. All pet owners are responsible for the actions of their pets, and each pet owner agrees to indemnify the Association and its members, officers, directors and agents and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Neighborhood. The Board may adopt rules and regulations which are more restrictive than the provisions of this Declaration.

6.10 Vehicles and Repairs. No inoperative cars, trucks, or trailers or other type of vehicle will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to such vehicle which is kept within an enclosed garage.

6.11 Fences. In order to achieve and maintain the desired ambiance and character within the Neighborhood, it is desired that any fencing within the Neighborhood be kept to an absolute minimum. All fences shall require approval of the ARC. The ARC and all Owners shall be obligated to keep fences in the Neighborhood to a minimum in order to preserve and protect the appearance and values of the Neighborhood Lots. In connection therewith, the use of trees, hedges and landscaping design shall be preferred over the use of fences, and the ARC may disapprove

the use of fences where trees, hedges or landscaping may be used. Notwithstanding the forgoing, the ARC may approve fences in conjunction with the use of trees, hedges and/or landscaping where deemed reasonably appropriate in the discretion of the ARC, such as along certain perimeter Lots which may abut other properties. All fences, walls, hedges or other enclosures shall be constructed only of wood, masonry, landscaping or other materials as may be approved by the ARC. No such fence, hedge or wall may be located except behind the rear building line of the structure upon each Lot, and no such fence, hedge or wall shall be located within twenty-two (22) feet of the ordinary high water line of any lake or pond located within the Neighborhood. Fences and walls must be finished on all parts thereof visible from other Lots and streets. Provided, however, that this provision shall not be deemed to apply to preclude small decorative fences, walls or other screening material located along the sides or front of a dwelling, which fences or walls form an integral part of the architectural design of the dwelling and are decorative in nature, and which are located within the front setback lines. In exceptional circumstances and for good cause shown, the ARC may grant a variance from the provisions thereof.

6.12 Yards and Lawns. The portion of each Lot, including the unpaved portion of a street right of way adjoining such Lot, that is not covered by dwellings, patios, and walkways, shall have an irrigation system installed and be sodded with natural grass at the time of original construction of improvements. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted. Provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard, and other Florida Friendly Landscaping may be submitted to the ARC for review. Any portion of a Lot designated as "visibility area" on the Plat shall be maintained such that traffic visibility is not obscured. Each Lot Owner shall maintain the lawn, landscaping, and irrigation system on their Lot in a good, neat and orderly appearance and condition, consistent with the standards of maintenance throughout the Neighborhood. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed up to and including their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to ARC approval. Approved landscaping shall be completed no later than thirty (30) days after completion of the dwelling. As part of the approved landscaping plan for each Lot, each Lot Owner shall plant, and continuously maintain the following canopy trees on the Lot:

(a) A street tree for every fifty (50) linear feet, or substantial fraction thereof, or right-of-way. The trees should be located within twenty-five (25) feet of the rights-of-way, and shall be spaced no closer together than twenty-five (25) feet, unless they are part of a decorative grouping, and

(b) One (1) additional tree per Lot, preferably located in the rear yard.

(c) The following requirements shall apply to the trees, and their maintenance:

(i) The Lot Owner is responsible for the installation, maintenance and replacement of the required trees.

(ii) The trees shall meet requirements of section 715.10.5 of the Manatee County Land Development Code and the requirements of the Development Order.

(iii) Existing native trees should be used to fulfill these requirements, whenever possible.

(iv) None of the required trees shall be planted within a public or private utilities easement.

(v) Each tree shall be a minimum height of ten (10) feet and a minimum Diameter Breast Height (D.B.H.) of 2 ½ inches at the time of planting.

(vi) In the event a tree dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days.

6.14 Tree Planting. In connection with the construction of improvements on a Lot within the Neighborhood, all Lot Owners must receive approval of the ARC for plant materials, trees or other landscaping to be installed upon the Lot. Thereafter, the Lot Owner shall proceed with construction of improvements on the Lot, including the installation of trees.

6.15 Tree Protection. No person may remove, relocate or otherwise destroy any tree installed upon any Lot, or otherwise allow, authorize or assist in the removal, relocation or destruction of such tree, without first obtaining (i) approval of the ARC; and (ii) a tree removal permit issued by Manatee County, in accordance with then-existing and applicable provisions of the Manatee County Land Development Code and/or the Development Order, consistently applied. The provision of this paragraph shall not prohibit removal of unprotected species, as defined in and authorized by the then-existing and applicable Manatee Land Development Code and/or Development Order, consistently applied.

6.16 Replacement Tree Requirement. Any tree removed from a Lot must be replaced with the same size and type of trees as originally planted on the Lot, whether such removal resulted from (i) authorizations and permits issued by the ARC and Manatee County, as required above, or (ii) replacement of a diseased or dead tree.

6.17 Pools. No above-ground swimming pool shall be permitted at any time anywhere within the Neighborhood. This provision shall not be deemed to prohibit hot tubs, therapy pools and hydra spas when they are incorporated into improvements and approved after Architectural Review. Likewise, the ARC may approve pools incorporated into improvements so approved even though such pool may be above grade. All pools shall be enclosed and otherwise constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, fences conforming to section 6.11, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, fencing, screening and caging shall be subject to Architectural Review.

6.18 Garage or Yard Sales. No garage or yard sale may be conducted on any Lot within the Neighborhood without the prior approval of the Association. The Board shall have the authority to prescribe reasonable rules and regulations for the conduct of any such sale, including, without limitation, rules regarding the manner of conducting such sales, permitted frequency, duration, hours and the type, size, location and number of signs advertising such sales. The failure of an Owner to observe such rules and regulations shall be grounds for the Association to withhold its approval of any future sales by such Owner, as well as the imposition of a fine or other sanctions as authorized in this Declaration.

ARTICLE VII ASSOCIATION EXPENSES, ASSESSMENTS AND LIENS

7.01 General. In order for the Association to cause the covenants contained in this Declaration to be fulfilled; to maintain and to preserve the property in the manner contemplated by this Declaration, the Association will incur certain expenses, which expenses are referred to herein as the "Association Expenses", and shall mean and refer to the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of any Common Property, and all other areas of the Neighborhood maintained by the Association.

(b) Obligations incurred by the Association in excess of revenues because assessments have not been paid.

(c) Maintenance by the Association of areas within rights of way or drainage easements, systems or ditches adjoining or running through the Neighborhood as may be provided in this Declaration or as determined by the Board.

(d) Expenses of administration and management of the Association.

(e) The cost of any insurance obtained by the Association.

(f) Reasonable reserves as deemed appropriate by the Board.

(g) Taxes and other governmental assessments and charges paid or payable by the Association.

(h) Utility charges, including deposits and charges for lease or purchase of equipment, incurred in the carrying out of other Association obligations hereunder.

(i) The cost of any other item or items designated herein as Common Expense, or reasonably or necessarily incurred by the Association in connection with this Declaration, the Articles or Bylaws, and in furtherance of the purposes of the Association or a discharge of any obligations imposed on the Association by this Declaration.

7.02 Affirmative Covenant to Pay Association Expenses. Association Expenses shall be paid by the Association from funds assessed and collected from the Owners in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner the affirmative covenant and obligation to pay its respective share of the Association Expenses, which covenant shall run with the land. Each Owner, by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Association Expenses allocated pursuant to this Declaration to the Lot of such Owner. The record owner of legal title of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while the Owner. Multiple owners are jointly and severally liable. No Owner shall be relieved of liability for payment of his respective share of Association Expenses by non-use or abandonment of his Lot. All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its authorities and carrying out its responsibilities as provided in this Declaration. Except as provided in Paragraph 7.11, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

7.03 Annual Assessments. The Association shall assess each Owner for his respective share of Association Expenses by Annual Assessments determined and payable in the manner provided in this Declaration. The assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for improvements and maintenance of the Common Property. The total anticipated expenses for each fiscal year, including reserves as reasonably estimated by the Board, shall be set forth in a budget adopted by the Board no later than sixty (60) days preceding the fiscal year for which the budget is adopted (the "Budget"). The total anticipated Association Expenses set forth in such Budget shall be the Annual Assessment for Association Expenses for all of the Lots for such fiscal year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided equally between all the Lots, and shall be due and payable by the Owner thereof or, if more than one Owner,

the Owners, jointly and severally, of each such Lot in advance commencing on the first day of the fiscal year of the Association. The Board, in its sole discretion, may permit such Annual Assessments to be paid in semi-annual, quarterly or monthly installments. The Association shall mail to each and every Owner at least forty-five (45) days prior to the first day of the following fiscal year, a copy of the Budget specifically indicating the total Association Expenses anticipated for the forthcoming fiscal year and the Annual Assessment upon each such Lot. All budget figures, irrespective of any previous approvals, are subject to change from time to time. All budgets are estimates only and should not be relied upon as definitive figures for the purpose of establishing actual assessments.

7.04 Establishment of Assessment Levels; Uniform Assessments for Each Lot Type. The Association shall have the discretion to establish Assessment levels by Lot Type. Each Lot Type shall be assessed at a uniform rate with respect to all Assessments, including Annual and Special Assessments, except as otherwise provided herein.

7.05 Interest of Owners. No Owner shall have during the term of the existence of the Association any interest, right or claim in or to any of the funds of the Association or funds received or held by the Association under or pursuant to any Annual Assessment or otherwise.

7.06 Delinquent Assessments. Any Assessment, whether annual or special, which is not paid within thirty (30) days of the due date shall bear interest at the highest rate permitted by law and shall be subject to a late charge not to exceed the greater of \$25.00 or five percent (5%) of the amount of the installment. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees, and costs, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

7.07 Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the members voting in person or by proxy at a meeting duly called for this purpose.

7.08 Certificate of Payment. The Association shall furnish to any Owner or mortgage holder, or their designee, upon request, a certificate in writing setting forth the remaining unpaid balance, if any, of any outstanding Assessments, if any, assessed upon the Lot of such Owner and stating whether such Owner has failed to pay when due any such assessments or installment thereof. The Association may charge a reasonable fee for providing the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract. Any person other than the Owner who relies upon such certificate shall be protected thereby.

7.09 Lien. In the event that an Annual or Special Assessment is not paid when due, such amount, together with interest thereon from the time the same becomes delinquent, late charges, and costs of collection, if any, including court costs and reasonable attorney's fees at trial and appellate levels, shall be, and are hereby declared to be, a charge and continuing lien on such Lot; provided, however, such lien shall be effective only from and after the time of recording among the Public Records of Manatee County, Florida, which lien may be filed only after providing the Lot Owner with forty-five (45) days written notice of intent to file a lien. Such lien shall be binding upon the Owner thereof, his heirs, personal representatives, successors, assigns and tenants. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a satisfaction of lien in form for recording.

7.10 Remedies. In the event any Owner fails to pay any Annual or Special Assessment or installment thereof, within thirty (30) days after the same becomes due and payable (whereupon the same shall be deemed delinquent), then the Board shall have the right to elect on behalf of the Association either some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

(a) Acceleration. To accelerate the entire amount of any Annual or Special Assessment allocable to the Lot for the remainder of the fiscal year notwithstanding provisions for the payment thereof in installments;

(b) Late Charge. To levy late charges such amounts as the Board deems appropriate from time to time;

(c) Foreclosure. To file at any time after the effective date of a lien arising under Paragraph 7.09, an action to foreclose such lien in like manner as a foreclosure of a mortgage on real property. Provided, however, that as a condition to bringing an action for foreclosure of a lien the Association must provide the Lot Owner with a forty-five (45) day written notice of intent to foreclose. If such assessment, together with interest, late charges, attorney fees, and costs thereon, is not paid in full within forty-five (45) days after the date such notice is deposited in the United States mail, then thereafter the Association may bring suit to foreclose its lien; and

(d) Action at Law. Without waiving any lien rights and rights of foreclosure, to file an action at law against the Owner to collect such unpaid assessment, plus interest thereon, late charges, and costs of collection, including court costs and reasonable attorney's fees at trial and appellate levels.

7.11 Priority of Lien. It is the intent hereof that the aforesaid lien against each Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Manatee or other governmental authority, and to the lien of any first mortgage placed upon such Lot prior to the recording of a Claim of Lien (with the exception of a purchase money mortgage given by a buyer to an owner-seller of such Lot). Any first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, that acquires title to a Lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall be liable for assessments levied against such Lot as provided in Chapter 720, Florida Statute, as amended from time to time, which currently requires the lender to pay the Association the lesser of one percent (1%) of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the twelve (12) months immediately preceding acquisition of title by the lender.

7.12 Special Assessments for Services Provided by the Association. If the Association provides materials or services which benefit individual Lots but which can be accepted or not by the Owner, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service shall be a Special Assessment against such Owner and his Lot. The Owner will be deemed to have agreed to such Assessment by subscribing to or requesting and accepting such materials or services.

7.13 Other Collection Remedies. To the extent provided in Chapter 720 Florida Statutes, the Association shall have the authority to pursue other collection remedies, including but not limited to the suspension of the use of portions of the subdivision property, the suspension of voting rights, and recovery of assessments and other unpaid financial obligations from any tenant occupying a Lot owned by a delinquent Lot Owner.

7.14 Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts for such purposes and in such categories as are determined by the Board. Reserve amounts may be used by the Board on a temporary basis for cash flow management of the Association, even though such amounts are expended for purposes other than those for which the reserve was established. The amount of such reserve shall be

restored from revenues subsequently received, it being the intent that the Board may borrow from reserve accounts but same shall not diminish the obligation to levy and collect Assessments and charge fees and other revenues that will, upon collection, permit the restoration of all revenue accounts. Any decision of the Board with respect to reserves, including but not necessarily limited to, the establishment, non-establishment, continuation, discontinuation, level of funding or designation of purpose as to any particular reserve category, shall be subject to being modified or rescinded by the vote of Owners of sixty percent (60%) or more of the Lots at any regular or special meeting of the Association called for such purpose. Use of any reserve for other than its designated purpose, other than the above provided, may be authorized only by a vote of Owners of sixty percent (60%) or more of the Lots.

Article VIII GENERAL PROVISIONS

8.01 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

8.02 Release from Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants set forth in Paragraphs 5.02, 5.03 or 5.04 the Board may and shall have the right at any time to release such Lot from such paragraphs as are violated, provided, however, that the Board shall not release a violation or violations of such paragraph or paragraphs except as to violations that shall be determined to be minor.

8.03 Dispute. In the event there is any dispute as to whether the use of the property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

8.04 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by the Association, any Owner or Owners, any first Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or such party to thereafter enforce such covenant or restriction. The prevailing party in such litigation shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

(a) No Owner or other Person bound by this Declaration shall commence or prosecute any judicial or administrative proceeding against the Association involving any matter related to this Declaration, any amendment hereto, the Articles of Incorporation, the Bylaws, the Neighborhood, any property or improvements within the Neighborhood, or rights or interests herein, without first submitting the issue to which the proceeding relates to nonbinding mediation in accordance with the following provisions:

(i) If agreed to by Association, the mediation shall be conducted through the Citizens Dispute Settlement Center of the Twelfth Judicial Circuit of the State of Florida pursuant to Section 44.201, Florida Statutes.

(ii) 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.

(b) The requirement for mediation may not be waived by the Association, except in a writing specifically waiving mediation as to a specific individual claim.

8.05 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

8.06 Notices to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association or the ARC shall be deemed properly given and delivered upon the delivery thereof or upon mailing thereof by certified United States mail, postage prepaid to the Board or the ARC at the principal address of the Association as listed on the records maintained by the Florida Division of Corporations, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Paragraph 8.05.

8.07 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

8.08 Severability. In the event any of the provisions in this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

8.09 Term. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for Assessment of Lots, shall run with and bind the property and inure to the benefit of the Association, Owners and their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from August 9, 2002, after which time this Declaration shall be automatically renewed and extended for successive periods of twenty-five (25) years each unless at least one (1) year prior to the termination of such twenty-five (25) year time or to each such twenty-five (25) year extension there is recorded in the Public Records of Manatee County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all first Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the twenty-five (25) year term in effect at the time such instrument was recorded.

8.10 Construction. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a uniform plan for the development of a high quality residential community, and for the maintenance of the Common Property and the portions of the Lots herein required to be maintained by the Association. This Declaration shall be construed under the Laws of Florida.

8.11 Amendment. This declaration may be amended as follows:

(a) A notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either:

(1) by the Board of Directors, or

(2) by not less than twenty percent (20%) of the voting interests of the members (81 of 403 Lots)

Except as elsewhere provided, an amendment must be approved by not less than two-thirds of the voting interests of the members represented in person or by proxy at a duly noticed membership meeting at which a quorum of the membership is attained.

(c) An amendment shall be evidenced by a certificate of the Association that shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is recorded in the Public Records of Manatee County.

(d) Notwithstanding anything to the contrary contained herein, any amendment of this Declaration which would affect the surface water management system of the Neighborhood, including the water management portions of the Common Property, must have the prior written approval of the Southwest Florida Water Management District.

8.12 Fines and Suspensions. 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 any amendment hereto, applicable to such Owner's Lot. Each Owner shall further comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the architectural criteria and any and all rules and regulations established by the Board. Upon lack of compliance of the Owner, the Association may, in addition to all other available remedies, impose a fine upon Owner and/or suspend the rights of the Owner, or the Owner's tenants, guests, or invitees, to use the Common Property pursuant to the following provisions:

(a) Notice. The Owner shall have an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee, after at least fourteen (14) days advance written notice. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters constituting the alleged violation.

(b) Hearing. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the Committee; to present evidence; and to provide written and oral arguments on all issues involved.

(c) Imposition of Fine. The committee, by majority vote, may impose a fine not in excess of the maximum amount permitted by law per day from the date of the Owner's violation until such violation ceases. Any fine levied by the committee against an Owner shall be a Special Assessment applicable to the Owner's Lot.

(d) Application of Fines. All proceeds received by the Association from fines shall be applied to the payment of the Association Expenses, or as the Board in its discretion may determine.

(e) Suspensions. In addition to or instead of imposing a fine, the committee, by majority vote, may suspend the rights of the Owner, or the Owner's tenants, guests, or invitees, to use the Common Property for a reasonable period of time. Provided however, no suspension may impair the right to have vehicular and pedestrian ingress and egress from the Lot, including the right to park, nor may utility services be impaired,

(f) **Nonexclusive Remedies.** Fines and/or suspensions shall not be construed as exclusive remedies 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 of offset against any damages that the Association may otherwise be entitled to recover from Owner.

8.13 Attorney's Fees. In the event any action is instituted to enforce or construe the provisions of this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fee and the costs of such suit. If the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a Special Assessment with respect to any Lot and its Owner if such Owner was the non-prevailing party in such litigation.

ARTICLE IX INSURANCE AND RECONSTRUCTION

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

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

9.03 Destruction of Improvements

(a) If any dwelling structure upon a Lot shall be substantially damaged or destroyed, the Owner thereof shall repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such work shall require Architectural Review as provided herein.

(b) Notwithstanding damage to or destruction of improvements on a Lot, the Owner of such Lot shall remain liable to the Association for all Assessments in connection with such Lot, even though such Lot may not be fit for occupancy or habitation and even though such improvements are not reconstructed.

(c) Within a reasonable time after such casualty, the Lot Owner shall remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be addressed and neutralized immediately. Debris shall be removed from the Lot no later than thirty (30) days after the date of the casualty.

(d) Within thirty (30) days of the date of the casualty, the Lot Owner of the affected Lot shall notify the Board in writing of the intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval by the ARC and prosecute same to completion. If for any reason the Owner of the affected Lot does not notify, initiate Architectural Review, commence, diligently pursue or complete such building or reconstruction within the time limits established herein, then such Owner shall be deemed to have elected not to rebuild, and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of an election not to rebuild.

(e) If an Owner elects or is deemed to have elected not to rebuild the improvements so damaged or destroyed, then such Owner shall have the duty, at his expense, to remove all portions of the improvements remaining, including the slab and foundation, but excluding underground utility lines which shall be secured. The Owner shall supply fill and install sod so that the Lot shall give the appearance of a landscaped open space. Such work shall be completed no later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the requirements in this section, then the Association may perform such acts as are of the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged and assessed against the Lot and its Owner as a Special Assessment.

(g) Upon written application by the Owner, any of the time periods set forth in this section may be extended by the Board for good cause.

(h) The duties of the Association hereunder shall be performed by the Board.

ARTICLE X LOT MAINTENANCE SERVICES

10.01 Services at Discretion of Association. The Association, in their discretion of the Board, may elect to provide from time to time certain Lot maintenance services, such as by way of example, mowing, fertilizing, yard pest control, tree trimming, landscape maintenance or other similar services ("Maintenance Services") for certain Lot Types. The Association shall have the discretion of implementing such services on an optional or mandatory basis for each Lot Type for the services elected to be provided. Each Owner shall be obligated to pay its respective share of the monthly service charges, costs and expenses of the Association in providing such Maintenance Services, which service charges, costs and expenses are hereby deemed to be Association Expenses, and which shall be assessed and collected from the Owner in accordance with the provisions of this Declaration. Such Maintenance Services shall be provided and may be discontinued at the discretion of the Association.

ARTICLE XI COMMUNITY DEVELOPMENT DISTRICT

11.01 General. The Community Development District is one of the Districts that have been formed pursuant to Chapter 190, Florida Statutes for the purpose of carrying out the powers and duties conferred upon them by virtue of their respective charters and the local general purpose governments. With respect to such powers and duties, the District shall have the primary responsibility and the rights of the Association shall be subservient thereto. Examples of this are the construction and maintenance of certain portions of the community infrastructure such as roads, entranceway and gates, irrigation system, utilities, drainage, environmental, monitoring and landscaping. The Association shall have no right to interfere with or take actions which are inconsistent with the actions of the District(s) in the exercise or performance of its authorized powers and duties, as such powers and duties from time to time exist.

11.02 Liens. Any liens of the Association pursuant to this Declaration or otherwise shall be subordinate to any assessments of any kind whatsoever levied by the District, whether such District assessments arise before or after the liens of the Association.

11.03 Service Levels. Nothing in this Article or otherwise in this Declaration shall prevent the Association from entering into mutually acceptable agreements pursuant to which the Association provides a higher level of service with respect to one or more areas within the purview of the District (e.g., maintenance of landscaping to a

higher standard than the District provides) or enters into one or more agreements with the District whereby the Association agrees to operate and maintain District property or perform services on behalf of the District, or the District agrees to perform services on behalf of the Association.

In witness whereof, **University Place Neighborhood Association, Inc.**, has caused this Amended and Restated Declaration to be executed in its name this 13 day of February, 2013.

Witness Signature

Printed Name of Witness

Printed Name of Witness

Witness Signature

University Place Neighborhood Association, Inc.

By: Michael Wackerbauer, President

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 13 day of February, 2013, by Michael Wackerbauer, as President of University Place Neighborhood Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Fla Drivers License as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
UNIVERSITY PLACE NEIGHBORHOOD ASSOCIATION, INC.**

WHEREAS, the original Articles of Incorporation of University Place Neighborhood Association, Inc. were filed with the Florida Department of State on February 26, 2002, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles, and

WHEREAS, not less than a majority of the entire membership of the Board of Directors approved the amendments, and these Amended and Restated Articles of Incorporation, and

WHEREAS, not less than two-thirds of the voting interests of the members represented in person or by proxy approved the amendments, and these Amended and Restated Articles of Incorporation, at a duly noticed membership meeting held on February 12, 2013, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of University Place Neighborhood Association, Inc.

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be University Place Neighborhood Association, Inc. For convenience, the corporation shall herein be referred to as the "Association". The address of the Corporation's principal office shall be 7805 Charleston Street, University Park, FL 34201-2034. The Directors of the Association may change the location of the principal office or mailing address from time to time.

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, and management of the Lots and Common Property within University Place (the "Neighborhood"), a subdivision located in Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for University Place", herein called the "Declaration, as same may be amended as provided for therein.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit, and the powers of a homeowner association under Chapter 720, Florida Statutes, which powers are not in conflict with the terms of these Articles of Incorporation, or the Declaration.

3.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Declaration, as amended from time to time, except as validly limited by these Articles and by said Declaration, and all of the powers and duties reasonable necessary to own and operate the Common Property of the Neighborhood pursuant to said Declaration and to perform the maintenance, administration, managerial and other functions for the Neighborhood as provided in said Declaration, as they may be amended from time to time, including, but not limited to the following:

- (a) To make and collect assessments against members as Lot owners to defray the cost of common expenses of the Neighborhood as provided in the Declaration.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of the Neighborhood in accordance with the Declaration.
- (d) To purchase insurance upon the Common Property, and for the protection of the Association and its members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Declaration.
- (g) To enforce by legal means against an Owner as defined in the Declaration, the provisions of the Declaration, the Bylaws of the Association and Regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To maintain architectural control over the Neighborhood in accordance with the Declaration.
- (l) To operate and maintain those portions of the surface water management system facilities not under the operation and control of the University Place Community Development District.
- (m) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Declaration, these Articles or the Bylaws.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws of the Association. Upon the dissolution or winding up of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be distributed pro-rata among all members, or, alternatively, upon the affirmative vote of two thirds (2/3) of the Owners of Lots in the Neighborhood, the assets of the Association may be conveyed or dedicated to (i) a public body willing to accept such assets; or (ii) a not for profit organization located in Manatee County, Florida, or the one closest to the Association, if none are located in Manatee County, having the same or similar purposes; provided that in the event of the dissolution of the Association, the property consisting of the surface water management system of the Neighborhood shall be conveyed to the University Place Community Development District or an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be

exercised in accordance with the provisions of the laws of the State of Florida, the Declaration, these Articles and the Bylaws of the Association.

ARTICLE IV. MEMBERS

4.1 Members: The members of the Association shall consist of all of the record owners of Lots in the Neighborhood subject to the Declaration and operated hereby.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Neighborhood. A copy of such instrument shall be delivered to the Association. The owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the Bylaws.

4.3 Limitation on a Transfer of Shares of Assets: The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Lot.

4.4 Voting: The Owner(s) of each Lot shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association. Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the Bylaws. In no event shall the Board of Directors consist of fewer than three (3) Directors.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the members, in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the Bylaws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board.

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all

directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE VIII. BYLAWS

8.1 Bylaws: The Bylaws may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the Bylaws and the Declaration.

ARTICLE IX. AMENDMENTS

9.1 Amendments: Amendments to these Articles shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the total voting interests of the Association.
- (c) Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than a majority of the entire membership of the Board of Directors and by vote of not less than two-thirds (2/3rds) of the voting interests of the members represented in person or by proxy at a duly noticed membership meeting at which a quorum of the membership is attained.
- (d) An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Manatee County, Florida.

ARTICLE X. EXISTENCE

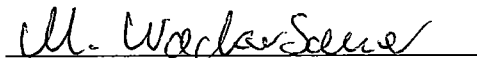
10.1 Term: The term of the Association shall be perpetual; provided, however, in the event that the Association is ever dissolved, the control or right of access to the Neighborhood property containing the surface water management system facilities shall be conveyed or dedicated to the University Place Community Development District or an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE XI. REGISTERED OFFICE AND AGENT

11.1 Registered Office and Agent: The Association hereby appoints Chad M. McClenathen, Esq., whose address is 1820 Ringling Blvd., Sarasota Florida 34236 as its registered agent under the Laws of Florida. The Board may change the registered agent and registered office from time to time as permitted by law.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors on this 13 day of February, 2013.

University Place Neighborhood Association, Inc.



By: Michael Wackerbauer, President

**AMENDED AND RESTATED BYLAWS
OF
UNIVERSITY PLACE NEIGHBORHOOD ASSOCIATION, INC.**

WHEREAS, the Bylaws of University Place Neighborhood Association, Inc. were recorded in Official Records Book 1763, Page 2750 et seq., and were amended by an instrument recorded in Official Records Book 2672, Page 2007 et seq., both of the Public Records of Manatee County, Florida, and

WHEREAS, the Association desires to amend the Bylaws in their entirety at this time and cause the Amended and Restated Bylaws to be recorded in the Public Records of Manatee County, Florida, and

WHEREAS, not less than a majority of the entire membership of the Board of Directors approved the amendments, and these Amended and Restated Bylaws, and

WHEREAS, not less than two-thirds of the voting interests of the members represented in person or by proxy approved the amendments, and these Amended and Restated Bylaws, at a duly noticed membership meeting held on February 12, 2013.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of University Place Neighborhood Association, Inc.

ARTICLE I. IDENTIFICATION

1.01 Identity: These are the Bylaws of University Place Neighborhood Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association".

1.02 Purpose: The Association has been organized for the purpose of maintaining, preserving, and managing the Lots and common property within University Place (the "Neighborhood"), a subdivision located in Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for University Place," herein called the "Declaration."

1.03 Office: The office of the Association shall be 7805 Charleston Street, University Park, FL 34201-2034, until otherwise changed by the Board of Directors.

1.04 Fiscal Year: The fiscal year of the Association shall be the calendar year.

ARTICLE II. MEMBERS

2.01 Qualification: The members of the Association shall consist of all of the record owners of Lots in the Neighborhood which are subject to the Declaration, in accordance with the Declaration.

2.02 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Neighborhood. A copy of such instrument shall be delivered to the Association. Upon recording, the owner established by such instrument of conveyance shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated.

2.03 Multiple Owners: When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a member of the Association by

virtue of being a record owner of interest in a Lot. Lessees of Lots shall not be members. All matters of voting shall, however, be determined on a Lot basis, as provided in Article III.

2.04 Restraint upon Assignment of Membership, Shares and Assets: The membership of an owner, and the share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot.

2.05 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

ARTICLE III. VOTING

3.01 Voting Rights: The member or members who are the record owners of each Lot in the Neighborhood shall collectively be entitled to one (1) vote for each such Lot, as provided in the Declaration and the Articles of Incorporation. If members own more than one Lot, they shall be entitled to one vote for each Lot owned. A lot vote may not be divided. The single or multiple owners of each Lot shall have one vote for each Lot. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these Bylaws.

3.02 Quorum: A quorum shall exist when members entitled to cast not less than twenty five percent (25%) of all votes are present, either in person or by proxy.

3.03 Person Authorized to Cast Votes: The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this section:

- (a) **Single Owner:** If the Lot is owned by one natural person, that person shall be entitled to cast the vote for his Lot.
- (b) **Multiple Owners:** If a Lot is owned jointly by two or more persons, any of the record owners may cast the vote on behalf of the Lot.
- (c) **Life Estate with Remainder Interest:** If a Lot is subject to a life estate, any of the life tenants may cast the vote on behalf of the Lot, or the holder(s) of the remainder interest may cast the vote.
- (d) **Corporations:** If the owner of a Lot is a corporation, any officer of the corporation may cast the vote of behalf of the Lot.
- (e) **Partnership:** If a Lot is owned by a partnership, any general partner may cast the vote on behalf of the Lot.
- (f) **Trustees:** If a Lot is owned by a trustee(s), the vote for the Lot may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Lot.
- (g) **Estates and Guardianships:** If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with

the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

- (h) **Limited Liability Company:** If a limited liability company owns a Lot, any authorized agent may cast the vote on behalf of the Lot.

In a situation where two or more persons are authorized to cast a vote on behalf of a Lot, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.04 Approval or Disapproval of Matters: Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

3.05 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by a person authorized to cast a vote on behalf of the Lot. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof. No one person may be designated to hold more than fifteen (15) proxies. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

3.06 Method of Voting: Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Declaration, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot or proxy. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "Yeas" and "Nays" provided that any five (5) voting members, or the chairman, may require a roll call vote or vote by written ballot.

ARTICLE IV. MEETINGS OF MEMBERS

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

4.02 Special Meetings: Special meetings of the members shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast not fewer than fifteen percent (15%) of the total number of votes. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.03 Notice of Meetings: Notice of all meetings of the members, stating the time, place and subjects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. The notice shall include an agenda. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. The notice shall be mailed or delivered not fewer than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during, or after meetings.

4.04 Place: Meetings of the Association members shall be held at such place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.05 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.06 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

4.07 Action Without Meeting: Whenever the affirmative vote or approval of the members is required or permitted by the Declaration or these Bylaws, such action may be taken without a meeting if members entitled to cast not fewer than seventy five percent (75%) of the votes if such meeting were held,

shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the Declaration, Articles of Incorporation and these Bylaws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all members who did not approve such action in writing within thirty (30) days of such approval.

ARTICLE V. DIRECTORS

5.01 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of members. As of the date of adoption of these Amended and Restated Bylaws, the Board was composed of five (5) Directors.

5.02 Election of Directors: The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual meeting of the members. A nominating committee of not less than three (3) nor more than five (5) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the members. The nominating committee shall nominate at least one (1) person for each Directorship.
- (b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than thirty (30) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
- (c) Other nominations may be made from the floor.
- (d) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies: the candidates shall automatically be elected and their names announced at the annual meeting.
- (f) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot owners. A special meeting of the Lot owners to recall a member or members of the Board may be called by ten percent (10%) of the Lot owners giving notice of the meeting as required for a meeting of Lot owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the members of the Association at the same meeting.

5.03 Term: Approximately one-half of the directors shall be elected each year (either two or three directors for so long as the board consists of 5 persons). All directors shall serve 2-year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a 1-year term to one or more directors positions if necessary to reimplement a scheme of

staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

5.04 Qualifications: All Directors shall be members of the Association.

5.05 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he is replacing.

5.06 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a member of the Association shall be deemed to have resigned if he transfers his Lot so that he ceases to be a member of the Association. More than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.07 Voting: All voting for the election of Directors shall be as provided in Article III hereof. Notwithstanding the foregoing, Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within thirty (30) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Notice of the organizational meeting shall be posted at the designated location at the Neighborhood at least 48 continuous hours in advance of the meeting.

5.09 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the members of the Board.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors. Members representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a Board meeting.

5.11 Notice:

- (a) **To Directors:** Notice of each regular or special meeting shall be given to each Director by one of the methods set forth in Paragraph 4.03 at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of notice by him.
- (b) **To Members:** Notices of all Board meetings, and meetings of any committee or similar body of the Board, shall be posted in a conspicuous place in the Neighborhood at least forty eight (48) hours in advance of the meeting except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Neighborhood, notice shall be mailed or delivered to

each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the foregoing, a reasonable alternative to posting or mailing may be provided, including publication of notice or provision of a schedule of Board meetings. The notice for any meeting at which assessments against Lot owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such posting, mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Declaration or these Bylaws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

5.15 Meetings Open: Meetings of the Board of Directors shall be open to all members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise be governed by the attorney/client privilege.

5.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors shall designate one of their members to preside.

5.17 Directors' Fees: Directors shall not be entitled to receive Directors' fees, but may be reimbursed out of pocket expenses advanced by the Director.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New Business.

(h) Announcements.

(i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

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

6.01 General Powers: All powers specifically set forth in the Covenants, Articles of Incorporation and these Bylaws, and all powers incident thereto or reasonably to be inferred therefrom.

Contracts must disclose any financial or ownership interest a Board member, or any party providing maintenance or management services to the Association, holds with the contracting party. Any contract between the Association and an officer or director, or a non-natural entity in which an officer or director holds a financial interest, must comply with Section 617.0832 Florida Statutes and be approved by not less than two-thirds of the entire membership of the Board. At the next regular or special meeting of the members, the existence of the contract shall be disclosed to the members. Upon motion of any member, the contract shall be brought up for a vote and may be cancelled by a majority vote of the members present in person or by proxy. Should the members vote to cancel the contract, the Association shall only be liable for the reasonable value of goods or services provided up to the time of cancellation, and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

6.02 Enforcement: The Board of Directors shall, when deemed necessary by the Board, enforce by legal means, provisions of the Declaration, the Articles of Incorporation, the Bylaws and Rules and Regulations for the use of Common Property.

6.03 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

6.04 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of any Common Property, subject to the Declaration and Bylaws. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the owners of not less than two-thirds (2/3) of the Lots subject to the Declaration. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds (2/3) of the Lots in the Neighborhood subject to the Declaration.

6.06 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation and Bylaws. All committees of the

Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

ARTICLE VII. OFFICERS

7.01 Officers and Election: The officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.02 President: The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board and Membership meetings.

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

7.04 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notice to the members and Directors. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary, when the Secretary is absent. The minutes of all meetings of the members and the Board of Directors shall be kept in books available for inspection by members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years.

7.05 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices, and provide for collection of assessments, and perform all other duties incident to the office of Treasurer.

7.06 Compensation: Officers shall not be entitled to any salary or compensation for their services as officers, but may be reimbursed out of pocket expenses advanced by the officer.

7.07 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which such Director or officer may be a party or in which such Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such Director or officer is a Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the

performance of such Director's or officer's duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.08 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.01 Accounting: Receipts and expenditures of the Association shall be credited and charged to Association accounts in accordance with generally accepted accounting principles consistently applied.

8.02 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves if deemed necessary by the Board. The budget may provide funds for specifically proposed and approved improvements.

8.03 Procedure: The Board of Directors shall adopt a budget in accordance with the Declaration.

8.04 Assessments: Regular annual assessments against a Lot owner for such owner's share of the items of the budget shall be made in advance of the year for which the assessment is made as provided in the Declaration. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and payments thereon shall be due in the same manner as the budget for the prior fiscal year until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget may be amended at any time by the Board and supplementary assessment levied. The supplementary assessment shall be due on the 1st day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors.

8.05 Acceleration of Assessments: Upon default in payment the Board may elect to accelerate remaining installments of any assessments.

8.06 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from special assessments and funds in specifically designated reserves shall be expended solely for the purpose for which such assessment was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.07 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be commingled or kept in separate accounts, except as otherwise required by the Declaration.

8.08 Annual Financial Report: In accordance with Section 720.303(7), Florida Statutes not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the owners of

each Lot a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each Lot owner not later than June 1 of each year a notice that a copy of the financial report will be mailed or hand delivered to the Lot owner, without charge, upon receipt of a written request from the Lot owner.

8.09 Fidelity bonds: Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the directors of the Association. The premiums on such bonds, if required by the Board, shall be paid by the Association as common expenses.

ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Declaration, Articles of Incorporation, or these Bylaws.

ARTICLE X. AMENDMENT

These Bylaws may be amended in the following manner:

10.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

10.2 A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the total voting interests of the Association.

10.3 Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by vote of not less than a majority of the entire membership of the Board of Directors and by vote of not less than two-thirds of the voting interests of the members represented in person or by proxy at a duly noticed membership meeting at which a quorum of the membership is attained.

10.4 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County.

10.5 Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or the Articles of Incorporation, except as provided in said Covenants or Articles.

ARTICLE XI MISCELLANEOUS

The provisions of these Bylaws shall be construed together with the Declaration and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. Unless

otherwise specifically provided, terms used herein shall have the meaning set forth in the Declaration. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

In witness whereof, University Place Neighborhood Association, Inc. has executed these Amended and Restated Bylaws this 13 day of February, 2013.

University Place Neighborhood Association, Inc.

A handwritten signature in dark ink, appearing to read "M. Wackerbauer", is written over a horizontal line.

By: Michael Wackerbauer, President