

BK 1635 PG 1 DKT # 1357461 1 of 45

**IN WITNESS WHEREOF**, the Association has caused this Certificate to be executed in its name by its officers thereunto duly authorized as of the 9th day of May, 2000.

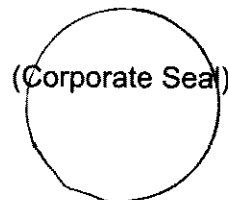
Signed, sealed and delivered  
in the presence of:

John E. Worsdale III  
John E. Worsdale III  
(Print Name of Witness)

Barbara A. Worsdale  
BARBARA A. WORSDALE  
(Print Name of Witness)

THE ESTATES AT GARDEN LAKES  
ASSOCIATION, INC., a Florida  
corporation not-for-profit

By: Richard Gerhart



A true copy attest: Cherie Crow  
Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

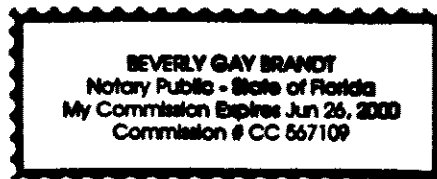
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2000, by RICHARD GERHART as President, and VALERIE CROW, as Secretary, of The Estates at Garden Lakes Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation who are personally known to me or who have produced personally known as identification.

Beverly Gay Brandt  
Notary Public

My Commission Expires: Jun 26, 2000

Name of Notary: BEVERLY GAY BRANDT

This Instrument was prepared by:  
David K. Deitrich, Esquire  
Dye, Deitrich, Prather, Petruff & St. Paul, P.L.  
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**THIRD DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR LOTS AT GARDEN LAKES ESTATES**

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**THIRD DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR LOTS AT GARDEN LAKES ESTATES**

This Declaration is made by The Estates at Garden Lakes Association, Inc., a corporation not for profit, hereinafter referred to as "Association".

**W I T N E S S E T H :**

WHEREAS, predecessors in title to the Association have undertaken the improvement, development, and subdivision of a large tract of land located in Manatee County, Florida, known as "Garden Lakes" ("The Project") in order to grant, sell, and convey subdivided portions of said land for various purposes; and

WHEREAS, there have been heretofore adopted certain covenants relating to the ownership, development, and management, of certain of the common areas to be established in The Project, which covenants are entitled Declaration of Covenants, Conditions, and Restrictions for Garden Lakes ("The Project Master Covenants") and are recorded in Official Records Book 1064, Page 1187, of the Public Records of Manatee County, Florida and which have been amended from time to time; and

WHEREAS, predecessors have platted the property described in Exhibit "A" annexed hereto, which is a portion of The Project ( the recorded plat or plats being referred to herein as the "Plat") into a subdivision known as "Garden Lakes Estates" (the "Subdivision") and have established protective covenants covering the development, improvement, and usage of the lots ("the Lots") contained in the Subdivision as shown on the Plat for the benefit and protection of the Subdivision, the original Developer, the Association, and the purchaser of Lots;

WHEREAS, predecessor has previously recorded DECLARATION OF RESTRICTIONS FOR LOTS AT GARDEN LAKES ESTATES in Official Records Book 1353, Page 1856, and Book 1419, Pages 2881, et seq.(as amended in Book 1432, Page 45) and AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR LOTS AT GARDEN LAKES ESTATES in Official Records Book 1426, Pages 2151, et seq., as amended in and Book 1523, Page 6006, et seq. of the Public Records of Manatee County, Florida as same may have been amended and supplemented from time to time;

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NOW, THEREFORE, Association does hereby declare that all previous restrictions placed on the property described herein are revoked and terminated and the property hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Third Declaration and that said property shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, limitations, conditions, easements, and agreements, which shall constitute covenants running with the title to said property, to-wit:

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

The real property subject to the terms of this Declaration is located in Manatee County, Florida and is legally described as follows:

See Exhibit "A" annexed hereto.

## ARTICLE II

### DEFINITIONS

**DEFINITIONS:** The terms used in this DECLARATION and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

**2.1 ARTICLES** means the Articles of Incorporation of the ASSOCIATION as same may be amended from time to time.

**2.2 ASSESSMENT** means the amount of money which may be assessed against an OWNER for the payment of the OWNER'S share of the COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

**2.3 ASSOCIATION** means the Estates at Garden Lakes Association, Inc.

**2.4 BOARD** means the Board of Directors of the ASSOCIATION.

**2.5 BYLAWS** means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

**2.6 COMMON AREAS** means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the ASSOCIATION or which is declared to be a COMMON AREA by this DECLARATION. COMMON AREAS may include, but are not limited to, parks, open areas, lakes roads, entrance-ways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types will be provided.

**2.7 COMMON EXPENSES** means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to the following:

**2.7.1:** Expenses incurred in connection with the ownership, maintenance, repair, improvement, or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

**2.7.2:** Expenses of obtaining, repairing, or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION'S duties.

**2.7.3:** Expenses incurred in connection with the administration and management of the ASSOCIATION.

**2.7.4:** Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

**2.7.5:** Any amounts payable by the ASSOCIATION to any other association or governmental body.

**2.8 COMMON SURPLUS** means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

2.9 DECLARATION means this document as it may be amended from time to time.

2.10 GARDEN LAKES ESTATES means the lots & common property in the planned community developed in Bradenton, Florida as shown on the Plat.

2.11 GOVERNING DOCUMENTS means the ARTICLES OF INCORPORATION, the BYLAWS, and the DECLARATION.

2.12 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a lot, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

2.13 LOT means any parcel of land located within the SUBJECT PROPERTY, which has been conveyed to an OWNER and which contains or is intended to contain a UNIT, and shall include any UNIT constructed upon the LOT.

2.14 OWNER shall mean and refer to the record owner (whether one or more persons or entities) of fee simple title to any LOT. The term OWNER shall not include those having an interest merely as security for the performance of an obligation.

2.15 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

2.16 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which initially is the property described in Article I, and includes any UNITS or improvements constructed thereon.

2.17 THE ESTATES means the LOTS and COMMON PROPERTY located within GARDEN LAKES ESTATES.

2.18 UNIT means the residential dwelling constructed upon a LOT.

### ARTICLE III

#### PLAN FOR DEVELOPMENT

3.1 The Garden Lakes Development Corporation (and designated successors) have developed Garden Lakes Estates into a residential community. Each stage or phase of development has been platted and recorded in the Public Records of Manatee County, Florida.

3.2 The ASSOCIATION has been formed to administer and maintain the SUBJECT PROPERTY of GARDEN LAKES ESTATES in accordance with this DECLARATION. Each lot owner shall be a member of the ASSOCIATION, as set forth more fully in the ARTICLES and BYLAWS. The ASSOCIATION is not a condominium association and is not affected by the provisions of Chapter 718, Florida Statutes. It is the express intent of the GOVERNING DOCUMENTS that the substantive rights thereunder shall not be retroactively affected by legislation subsequent to the date of execution of the GOVERNING DOCUMENTS.

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## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 The MEMBERSHIP of the ASSOCIATION shall be comprised of the OWNERS. MEMBERSHIP shall be established when and as set forth in the ARTICLES.

4.2 MEMBERSHIP shall be appurtenant to and may not be separated from ownership of a LOT.

4.3 MEMBER'S rights, powers, duties, and privileges shall be as set forth in the ARTICLES and BYLAWS.

4.4 The MEMBERS shall have one vote for each LOT owned by an OWNER.

4.5 The votes of MEMBERS shall be cast at meetings of the MEMBERS in the manner more particularly described in the ARTICLES and BYLAWS.

## ARTICLE V

### LAND USE CLASSIFICATIONS

#### 5.1 In General:

The SUBJECT PROPERTY shall be owned, transferred, demised, sold, conveyed, and occupied subject to the terms of this DECLARATION as follows in this Article:

#### 5.2 Residential Property

A PLAT or PLATS have been recorded for the SUBJECT PROPERTY and identifies the LOTS. UNITS may be constructed on LOTS and shall be for RESIDENTIAL USE only. RESIDENTIAL USE shall include only the UNITS and improvements associated with residential purposes and uses including, but not limited to, streets, sidewalks, bicycle paths, driveways, drives, entranceways, landscaped areas, open spaces, parking spaces, lawn areas, swimming pools, other recreational facilities, and other amenities or areas appurtenant to UNITS.

#### 5.3 Common Area:

5.3.1 In General: COMMON AREA means those portions of the SUBJECT PROPERTY designated as COMMON AREA on a PLAT, this DECLARATION, an ADDENDUM or otherwise by DEVELOPER; and all easements conveyed or dedicated to the ASSOCIATION and all use rights appurtenant thereto.

5.3.2 Administration and Operation of the COMMON AREA shall be the responsibility of the ASSOCIATION.

5.3.3 DEVELOPER has declared that the COMMON AREA is subject to a perpetual, nonexclusive easement in favor of the ASSOCIATION and its designees, appropriate governmental and quasi-governmental authorities, the OWNERS, and all their family members, guests, invitees, and lessees to use the COMMON AREA for all proper and normal purposes including, but not limited to, ingress, egress, and access for the furnishing of services and utilities and emergency and other governmental purposes and for such use of the

facilities as for which the same are reasonably intended in accordance with the terms of the GOVERNING DOCUMENTS.

5.3.4 The COMMON AREA shall be kept, maintained, and used as set forth in this DECLARATION and as follows:

(a) "Open Spaces" means those portions of the COMMON AREA designated for use as open spaces on the PLAT, or this DECLARATION, or any ADDENDA, or otherwise by DEVELOPER, which shall be maintained in accordance with the improvement thereof by the ASSOCIATION or the requirements of applicable governmental agencies. The ASSOCIATION shall have the right to modify its plan for beautification of the SUBJECT PROPERTY, and specifically to modify the appearance of open spaces as long as the general quality of such beautification plan is not materially and detrimentally changed.

(b) "Drainage Areas" means those portions of the COMMON AREA designated as drainage areas, basins, drainage easements, water management tracts, canals, or canal easements, or lakes (collectively "Drainage Areas") on a PLAT, this DECLARATION, and ADDENDUM or otherwise designated by DEVELOPER which shall be kept and maintained for irrigation, drainage or beautification and for the installation, maintenance, construction and repair of utility facilities in a manner consistent with the original design thereof by DEVELOPER and in accordance with the requirements of applicable governmental authorities.

(c) "Roadways" means those portions of the COMMON AREA designated as Roadways on a PLAT, this DECLARATION, and ADDENDUM, or otherwise designated by DEVELOPER, and all improvements thereon including, but not limited to, streets, drives, bridges, entranceways, street lights, signage, bike paths, and walkways, which shall kept and maintained by the ASSOCIATION, as required by the GOVERNING DOCUMENTS as private roadways and the appurtenances thereto to provide a means of ingress and egress (i) to and from publicly dedicated streets and (ii) between and among all portions of the SUBJECT PROPERTY, and the ASSOCIATION and their designees, the OWNERS, visitors, and their family members, guests, licensees, lessees, and all governmental and quasi-governmental agencies and service entities having valid jurisdiction over the SUBJECT PROPERTY while engaged in their respective functions. The ASSOCIATION reserves the right to grant easements for ingress and egress of utilities over the roadways to serve, and for the benefit of, portions of the SUBJECT PROPERTY. There are no limited private roads to be maintained by the ASSOCIATION.

The roadways will be used by the DEVELOPER, contractors, subcontractors, materialmen, suppliers, trash and garbage companies, and the vehicles associated with such entities. Such use constitutes normal use of the roads and any wear and tear on the roads from such use is normal wear and tear. The roadways, when turned over or deeded to the ASSOCIATION, will be turned over or conveyed "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW AS TO THE CONDITION OR FITNESS OF THE ROADWAYS OR PORTIONS THEREOF.

(d) "Entryways" means those portions of the COMMON AREA designated for use as entryways on a PLAT, this DECLARATION, an ADDENDUM, or otherwise designated by DEVELOPER which shall be maintained, repaired, and replaced by the ASSOCIATION for all normal and proper purposes attributed to same, including, without limitation, limited access gates and related uses, mechanical devices, and STRUCTURES such as , but not limited to, gate houses, paving, irrigation, signage, landscaping, beautification, and any other related purpose or use.

5.3.5 The COMMON AREA shall be for the sole and exclusive use the ASSOCIATION, the OWNERS, and their family members, guests, licensees, invitees, and lessees.

5.3.6 Conveyance of COMMON AREA:



(a) DEVELOPER has conveyed to the ASSOCIATION fee simple title to the COMMON AREAS in an "as is" condition subject to: the GOVERNING DOCUMENTS , any ADDENDA, real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record.

(b) Except as is hereinafter provided, once title to a COMMON AREA (S), or any portion thereof, so vested and the improvements thereon shall not be abandoned, partitioned, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of no less than a majority of the OWNERS and a majority of the INSTITUTIONAL MORTGAGEES ( based upon one (1) vote for each first mortgage owned, as shown by the Public Records of the COUNTY). The last preceding sentence shall not be applicable to nor prohibit the ASSOCIATION from granting such easements as are reasonably necessary or appropriate for the SUBJECT PROPERTY in a manner consistent with the provisions of the GOVERNING DOCUMENTS nor shall the foregoing prohibit the ASSOCIATION after the transfer date from encumbering the COMMON AREA provided such encumbrances are solely to secure loans obtained for improving the COMMON AREA being encumbered and provided the lien of such encumbrance is not superior to the provisions of this DECLARATION.

#### 5.4 Easements:

Perpetual easements for the installation and maintenance of utilities and drainage facilities and for pedestrian and vehicular ingress and egress to and from contiguous property are hereby reserved unto DEVELOPER, its successors and assigns and granted to the ASSOCIATION, its successors and assigns over all utility and drainage easement areas as shown on the PLAT (S) and all roads shown on the PLAT (S). Moreover, a perpetual easement twenty (20) feet in width over and under each LOT in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto the ASSOCIATION, or its assigns, along such portion of each LOT line as abuts any street and a ten (10) foot easement along the rear lot line, and a seven and one-half (7-1/2) foot easement over the side lot lines for installation and maintenance of utilities, drainage, and other maintenance requirements. The easement area of each LOT and all improvements located within it shall be maintained continuously by the owner of the LOT, except for the those improvements for which the ASSOCIATION, a public authority, or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without the ASSOCIATION'S written approval. Any paving, landscaping, or other improvements constructed , placed, or planted by a LOT OWNER over the easement area of a LOT may be removed by the ASSOCIATION or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved and the LOT OWNER shall be responsible for, and shall bear the expense of, the repair of such removed paving, landscaping, or other improvements constructed, placed, or planted by a LOT OWNER over the easement area of the LOT.

### ARTICLE VI

#### LAKES AND LAKE MAINTENANCE

The lakes or portions thereof which are adjacent to or included within the boundaries of the Subdivision are man-made lakes which form a part of the drainage system for The Project. The DEVELOPER has granted to the Association the right to use the water from the lake in the Subdivision for irrigation purposes, including irrigation of road rights-of-way , and other common areas, and to vary the water level of the lake as may be necessary due to the amount of rainfall and the required attenuation of surface waters necessitated by such rainfall. The ASSOCIATION shall have the right to grant to its successors and assigns, the aforementioned rights as it may become necessary for the good of the community. The DEVELOPER has granted to the

ASSOCIATION an easement twenty (20) feet in width, or such lesser width as shall be needed to avoid an encroachment upon the improvements to be located on a LOT, from the normal water line of the lake to provide access to the lake for maintenance thereof and the installation, maintenance, repair, and replacement of drainage lines, ducts, conduits, and apparatus.

## 6.2 Lake Maintenance:

(a) Removal of Aquatic Weeds: The ASSOCIATION shall remove undesirable weeds and floating aquatics manually from the lake areas. The process shall be completed in order to maintain effective control of aquatic weed invasion.

(b) Chemical Weed Control. The ASSOCIATION shall be responsible for the application of chemicals which shall only be used as a last resort in controlling noxious and aquatic weeds. Any herbicides or pesticides shall be applied in accordance with the manufacturer's recommendations and as approved by a state licensed pest control advisor.

## ARTICLE VII

### BUILDING AND USE RESTRICTIONS

7.1 Residential Use: The LOTS subject to this DECLARATION may be used for single family residential living units and for no other purpose. No business or commercial building may be erected on any LOT, and no business, occupation, or profession, may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings in the Subdivision for sale or lease.

7.2 No Trailers or Temporary Buildings: Except as may be reasonably necessary for construction work, no tents, trailers, commercial vans, shacks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any LOT without the written consent of the ASSOCIATION or its assigns.

7.3 Water and Sewer: All buildings shall use and be connected to the central water and sewerage system made available by Manatee County. No well shall be drilled or utilized on any LOT for any purpose.

7.4 Dwellings: All construction and improvements shall be undertaken in accordance with this DECLARATION. All dwellings constructed, altered, permitted to remain or to be occupied on any LOT shall conform to the following requirements in addition to all of the provisions of this DECLARATION, to-wit:

7.4.1: Only one (1) single-family dwelling shall be permitted on any LOT.

7.4.2: Any structures which are accessory to the dwelling, such as garages, porches, service or utility rooms, guest rooms, servant's quarters, and the like, shall be attached to and be an integral part of the dwelling building and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted on any LOT, including carports.

7.4.3: No one car or two car garages may be permanently enclosed or converted for use as living space; same shall be solely for the purpose of storage of vehicles and other activities customarily carried on in a garage area and no other use shall be made thereof.

7.4.4: Such dwelling house shall have a ground floor area, exclusive of the area of any garage, porches, or storage areas and patios, whether or not roofed, of no less than 1,400 square feet.

7.4.5: All roofs of dwellings shall be either shingled or of glazed tile, cement, slate, or Bermuda-type cement, unless otherwise approved by the ASSOCIATION in writing.

7.4.6: No dwelling shall exceed one story in height.

7.4.7: All dwelling houses shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the Subdivision. All external building walls must be of cement block, skim and textured, or of brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic, plastic, metal, or similar covering shall be used on exterior walls. Aluminum soffits, fascia, and gutters shall be permitted as will vinyl or aluminum siding on the gable ends of the buildings.

7.4.8: All areas of every LOT not occupied by the dwelling house or cages or patios shall be duly landscaped and all open areas sodded in accordance with plans approved by the ASSOCIATION as provided in 7.13 except for permitted drives and parking areas as approved by the ASSOCIATION. All driveways and parking areas so permitted shall be constructed of poured concrete or brick pavers.

7.4.9: In no event shall a dwelling house be moved onto a LOT; all dwelling houses permitted under these restrictions to be only those constructed upon said LOT.

7.4.10: No structure, nor any additions thereto, remodeling thereof, or accessory structure, shall be so constructed upon any LOT until the complete plans and specifications for the same, or alterations and changes in the same, if that be the case, together with a plot plan thereof showing the location of the structure in relation to the lot boundary lines, shall be submitted to the ASSOCIATION, or its assigns. The ASSOCIATION will have the Architectural Committee review the plans & specifications for acceptability (see Article 16). If approved, all construction work must be completed in accordance with the approved plans & specifications within 8 months from the start of construction. A landscaping plan will also be required as part of the plans submitted. The ASSOCIATION, or its assigns, shall not unreasonably withhold its approval.

7.5 Setbacks: No dwelling, building, or other structure ( which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure and the like) shall be erected or placed on any LOT such that any portion of said dwelling, building, or structure:

(a) encroaches on any building setback line or easement denoted on the PLAT of the Subdivision; or

(b) encroaches on any easement reserved unto or granted by DEVELOPER or the ASSOCIATION pursuant to the provisions of this DECLARATION or the PLAT. Further, for purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family dwelling built or to be built upon a LOT shall be considered part of the "Dwelling" except for swimming pools and pool cages. No part of any dwelling shall be located nearer than seven and one-half (7 1/2) feet from any point on the side lot line of any LOT or nearer than fifteen (15) feet from any point on the rear lot line of any LOT or nearer than twenty (20) feet from any point on the front lot line of any LOT. No dwelling shall be located nearer than fifteen (15) feet from any dwelling on an adjacent LOT. "Front" lot line shall mean the lot line bordering on the street on which the LOT is located. All dwellings must face such street, except dwellings on corner LOTS (intersection of two or more streets) may elect to face either street or to be angled to the intersection of such streets. With corner LOTS, the lot lines and the remaining lines shall all be deemed side lot lines. "Side" lot lines shall mean the lot lines intersecting the front lot lines and "Rear" lot lines shall mean a lot line opposite the "Front" lot line.

In the event that the rear lot line of a LOT borders on a lake, pond, or basin, no part of the dwelling shall be nearer than fifteen (15) feet from any point on said rear lot line or twenty-five (25) feet to the ordinary high water mark on said body of water., whichever is closer to the dwelling. In the event any LOT receives a variance from the applicable governmental authorities authorizing a setback less than set forth above, then as to such LOT, the granted variance shall be applicable.

Nothing contained herein shall be construed to require all dwellings to be exactly parallel to defined setback lines. Except as otherwise provided, all measurements shall be to the nearest part of a vertical plane contiguous to the most exterior projection of the dwelling including, but not limited to, roof eaves and other projections, except that to the extent eaves extend beyond eighteen (18) inches from the main body of the dwelling, they shall not be considered as an encroachment.

The ASSOCIATION shall have the right to grant variances relative to the setback lines described herein, however, in the event a variance is granted and any party holding an easement over such property disturbs the improvements in connection with the exercise of its easement rights, the LOT owner shall be responsible for, and shall bear the expense of the repair of such improvements.

**7.6 Solar Panel Equipment and Antenna Equipment:** This type of equipment must be in compliance with governmental regulations. The installation of these items is permitted provided that the LOT owner submits a request through the Architectural Committee ( see Article 16) for approval of the specific installation details prior to installing the particular item. Solar Panels should avoid installation on the front of a house facing the street, if possible. No satellite dish attached to a building should exceed 18" in diameter, and the maximum size for satellite dish installed on the ground is one meter (39"). Also ground installations require screening around the antenna.

**7.7 Underground Wiring:** No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed, upon any LOT unless the same shall be inside a building or underground.

**7.8 Screening of Equipment, Garbage containers, & LOT Areas:**

(a) All garbage & trash containers must be placed within totally enclosed or screened areas and such containers shall not be placed on or near streets for collection sooner than 6:00 PM of the night before the collection day. These containers should be returned to the enclosed or screened areas after collection within a reasonable period of time after the collection.

(b) No portion of any LOT shall be used as a drying area for laundry of any kind unless the area is completely shielded from public view by the planting of dense bushes at least 6 feet in height.

(c) No window or wall air conditioning units shall be permitted on any LOT.

(d) Water treatment equipment and permitted storage tanks of any kind shall be screened from public view. Oil and gas storage tanks must be installed underground.

(e) Swimming pool and Spa equipment, heat pumps, and heaters of any type shall be located at the rear of a dwelling unit unless permitted otherwise by the ASSOCIATION.

**7.9 Driveway Construction:** All dwellings shall have a driveway of stable and permanent construction. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their

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original grade and condition by the LOT OWNER in a neat and orderly fashion acceptable to the ASSOCIATION. No portion of a driveway shall be located within five (5) feet of the side line of any LOT or within five (5) feet of such line extended to the pavement of the street or within a recorded utility easement, except as approved by the ASSOCIATION.

7.10 Lighting plans for all areas shall be subject to the ASSOCIATION'S approval and shall not cast light directly onto any other LOT.

7.11 Mailboxes: No mailbox, paperbox, or other receptacle of any kind for the use in the delivery of mail, newspapers, magazines, or similar material shall be erected on any LOT unless and until the receptacles shall have been approved by the ASSOCIATION. The ASSOCIATION reserves the right to require a standard mailbox for use by all homes in the Subdivision. Gang mailboxes may be installed by the ASSOCIATION in the Neighborhood Common Areas and LOT OWNERS shall install mailboxes meeting the requirements of this section within thirty (30) days from the date the ASSOCIATION notifies the owner of each LOT that the use of gang mailboxes will be required. If the ASSOCIATION requires the use of individual mailboxes, each mailbox must be approved by the ASSOCIATION before it can be placed in the ground. Mailboxes must comply with the Manatee County postal service rules and regulations. House numbers must be placed on the mailbox post (4" high and be colored black) so as to be seen from both directions on the street. Mailboxes must be placed in a location as designated by the U.S. Postal Service. The mailboxes are to be cedar wrapped on a 4"X4" wood post as approved by the ASSOCIATION and painted the color white. No adornments of the mailbox or post will be permitted.

7.12 Fences, Walls, and Hedges: No fences or walls of any type shall be permitted on any LOT. No hedges shall be planted within any swale area on a LOT. No tree, shrub or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner LOT. For purposes of this paragraph, corner LOTS (LOTS on intersecting streets) shall be considered as having two side lines and two front lot lines. Upkeep, repair, and maintenance of fences and walls originally installed by the DEVELOPER in the COMMON AREA shall be the responsibility of the ASSOCIATION.

7.13 Lot Grading and Landscaping: The floor level of LOTS shall be set sufficiently above street grade to provide proper drainage of the respective LOTS and no filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property or violate applicable Manatee County Code requirements. Protective slopes around all buildings shall be provided and maintained on every LOT by the respective Owners, and side lot line swales shall be planned and maintained to prevent standing water. All proposed plans or grading of LOTS shall first be submitted to and approved by the ASSOCIATION, or its designated agent, in writing.

Not later than thirty (30) days following completion of construction upon a LOT, such LOT shall be sodded and landscaped in accordance with a landscaping plan as required by the ASSOCIATION. Landscape plans involving the use of rock, stone, sand, shell, or hard surfaces for total or substantially total landscaping in front yards will not be permitted. All lawns and landscaping shall extend to the pavement line in front of or adjacent to any dwelling and to the normal water line for those LOTS adjacent to lakes.

7.14 Trees: No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of the ASSOCIATION, and if applicable, Manatee County.

7.15 Artificial Vegetation: No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any LOT, unless approved by the ASSOCIATION.

**7.16 Docks, Seawalls, and Boatslips:** No docks, seawalls, boatslips, boathouses, davits, moorings, or piers shall be placed or constructed upon or adjacent to any LOT without the approval of the ASSOCIATION.

**7.17 Vehicles:** No vehicle shall be parked in the Subdivision except on the LOT OWNER'S driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, motor homes, motorcycles, recreational vehicles, and any vehicles not in operable condition shall be permitted to be parked in the Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any LOT except within an enclosed garage.

**7.18 Roadways:** Except as the ASSOCIATION may otherwise approve in writing, and except as may be otherwise denoted on the PLAT or PLATS of the Subdivision, no LOT or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

**7.19 Signs:** No sign of any kind shall be displayed to public view on any LOT except as follows:

- (a) Individual, ornamental house or number plates may be displayed.
- (b) For sale signs by LOT OWNER or a real estate agent.
- (c) Security system service signs.

**7.20 Animals:** No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any LOT. No pet shall be permitted to roam outside except on a leash.

**7.21 Sidewalks:** No sidewalks shall be constructed except those constructed by the ASSOCIATION.

**7.22 Pools:** No swimming pool or appurtenant pump house shall be constructed, erected, or maintained on any LOT without prior approval of the ASSOCIATION.

**7.23 Rental:** No unit shall be rented more than twice a year. No rental arrangement may be made for a period of less than six (6) months.

**7.24 Sprinkler:** The LOT OWNER shall maintain a fully operational sprinkler system on his LOT. Each Owner shall operate the sprinkler system on the schedule set forth by the ASSOCIATION and in compliance with governmental regulations. The sprinkler system must provide adequate coverage to maintain the lawn and plantings on the Owner's LOT.

**7.25 Insurance:** Nothing shall be done or kept upon the LOT or in the Unit which will increase the rate of insurance to be maintained by the ASSOCIATION. No inflammable, combustible, or explosive fluid, chemical, or substance shall be kept in any unit, except those which are required for normal household use.

**7.26 Right of Entry by ASSOCIATION:** The ASSOCIATION is granted a perpetual and irrevocable easement over each LOT to inspect for the purpose of ascertaining an Owner's compliance with the provisions of this DECLARATION. Each Owner shall permit an authorized agent of the ASSOCIATION to go upon the LOT, provided that such entry shall be made at reasonable times. In the case of an emergency, such as, but not limited to, fire or hurricane, entry to the LOT may be made at any time. Each Owner does hereby appoint the

ASSOCIATION as its agent for the purposes herein provided and agrees that the ASSOCIATION shall not be liable for any alleged property damage caused or occurring on account of any entry.

## ARTICLE VIII

### INSURANCE

**8.1 Dwellings and Improvements on LOTS:** Each Owner shall purchase and maintain a policy of fire and standard extended coverage insurance on all insurable improvements situated upon his LOT, including all fixtures, partitions, appliances and cabinetry, in an amount not less than the maximum insurable replacement value thereof, excluding land foundation, excavation and other items normally excluded from coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other risks as, from time to time, may be covered with the respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, and windstorm, if available. Such Owner shall upon request, provide a current copy of such policy to the ASSOCIATION. The ASSOCIATION shall maintain similar insurance covering the COMMON AREAS.

**8.2 Flood Insurance:** If a LOT is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), each Owner of such a LOT shall obtain and pay the premiums for said insurance. The coverage will protect buildings and other property (herein "Insurable Property"), in an amount deemed appropriate, but not less than the lesser of (i) the maximum coverage available under NFIP for all buildings and other Insurable Property located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property. The ASSOCIATION shall maintain similar insurance covering the COMMON AREAS.

**8.3 Liability Insurance:** The ASSOCIATION shall maintain comprehensive general liability insurance coverage. The coverage amount shall be no less than One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the COMMON AREA, and legal liability arising out of lawsuits related to employment contracts of the ASSOCIATION. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to the ASSOCIATION.

**8.4 Other Insurance:** The ASSOCIATION may maintain such other insurance coverages as it deems appropriate from time to time.

**8.5 Fidelity Bonds:** The ASSOCIATION shall maintain, if available, a blanket fidelity bond for all officers, directors, trustees and employees of the ASSOCIATION, and all other persons handling or responsible for funds of or administered by the ASSOCIATION. In the event the ASSOCIATION delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees, and agents, handling or responsible for funds of, or administered on behalf of the ASSOCIATION. The amount of the fidelity bond shall be based on best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the ASSOCIATION or the management agent, as the case may be, at any given time during the term of such bond. However, in no event may the aggregate

amount of such bonds be less than an amount equal to three (3) months aggregate assessments on all LOTS. The fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the ASSOCIATION as an obligee.

(b) The bonds shall contain waivers, by the insurers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions.

(c) The premiums on the bond herein (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees, and agents), shall be paid by the ASSOCIATION.

(d) The bond shall provide that it may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the ASSOCIATION.

**8.6 Cost of Payment of Premiums:** The ASSOCIATION shall pay the cost of obtaining all insurance hereunder, excluding any insurance purchased by individual Owners pursuant hereto, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

**8.7 ASSOCIATION as Agent:** The ASSOCIATION is irrevocably appointed agent for each Owner, for each Lender, and for owner of any interest in the COMMON AREA, to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

**8.8 Responsibility:** In the event of damage to a LOT, UNIT, or any portion thereof, the Owner(s) shall be responsible for reconstruction after casualty. The Owner shall as soon as reasonably possible commence reconstruction and shall diligently pursue the same to completion. In the event of damage to the COMMON AREAS, or any portion thereof, the ASSOCIATION shall be responsible for reconstruction after casualty, provided, that if such damage is caused by the act of negligence of any person, that person shall be liable to the ASSOCIATION for the cost of repair or reconstruction.

**8.9 Nature of Reconstruction:** Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement building shall not exceed the dimensions of the previous building.

## ARTICLE IX

### MAINTENANCE OF LOTS

**9.1 Nuisances:** Nothing shall be done or permitted to be done or maintained, or failed to be done, on any LOT which may be or become an annoyance or nuisance to other Owners of LOTS in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the ASSOCIATION which shall tender a decision in writing (recorded in the minutes will satisfy this requirement), and such decision shall be dispositive of such dispute or question.

**9.2 Maintenance of LOTS and Landscaping:** The ASSOCIATION will mow and fertilize the lawn area of each LOT. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut upon



any LOT, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The Owners of the Lots in the Subdivision shall be responsible for the maintenance of all areas located:

(a) between their respective LOT lines and the pavement of the street or streets adjacent to the LOT;  
and

(b) between their respective LOT lines and the banks of any adjacent drainage swale or ditch.

All LOT Owners shall maintain their hedges, plants, lawns, and shrubs in a neat and trim condition at all times. LOT Owners are responsible for removing weeds from their lawns.

**9.3 Maintenance of Improvements:** LOT OWNERS shall maintain their residences and all other improvements, including without limitation, walls, fences, screen enclosures, driveways, and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration, or evidence of wear and tear on the exterior of any building shall be made promptly.

**9.4 Boarding up Residences:** Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

**9.5 Maintenance and Repair by ASSOCIATION:** In the event any Owner shall fail or refuse to maintain or repair such Owner's residence, LOT or other improvements situate on said LOT in full compliance with the provisions of this DECLARATION, the ASSOCIATION shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the ASSOCIATION or its duly authorized agents, shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by the ASSOCIATION shall be chargeable to and paid by said Owner to the ASSOCIATION within thirty (30) days after submission of a bill therefor. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the rate of eighteen percent (18%) per annum.

## ARTICLE X

### NEIGHBORHOOD COMMON AREAS AND SUBDIVISION FACILITIES

10. Tract B as shown on the PLAT has been set aside by the DEVELOPER as "Neighborhood Common Areas" for the common use and enjoyment of owners of property within the Subdivision. The Neighborhood Common Area shall be maintained by the ASSOCIATION and the ASSOCIATION shall pay all taxes thereon.

## ARTICLE XI

### RESUBDIVIDING

11. No LOT or contiguous groups of LOTS shall ever be resubdivided or replatted in any manner which would bring about a greater number of LOTS than that shown on the PLAT for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted LOT according to the PLAT. Any such LOT may be combined with contiguous LOTS or parts thereof to form a single building site. In the event that more than one (1) LOT is developed as a building site, the provisions of this DECLARATION shall apply thereto as if it were a single LOT; provided,

however, that the combination of two (2) or more LOTS, or parts thereof, shall not alter the liability of each of such LOTS for its share of assessments and expenses levied or charged by the ASSOCIATION. If a LOT is divided and the parts thereof added to other LOTS, the share of such LOT for assessments and expenses levied or charged by the ASSOCIATION shall be prorated among such other LOTS on the basis of square footage.

## ARTICLE XII

### VARIANCES

12: The ASSOCIATION hereby reserves the right to enter into agreements with the Owner of any LOT or LOTS (without the consent of the Owners of other LOTS or the Owners of adjoining or adjacent property) to vary those conditions, restrictions, limitations, and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines, and air conditioner compressors, and any such variance shall be evidenced in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining LOTS in the Subdivision, and the same shall remain fully enforceable against all LOTS located in the Subdivision other than the LOT where such variance is permitted.

## ARTICLE XIII

### ASSIGNMENT BY THE ASSOCIATION

13: The ASSOCIATION may, from time to time, assign any or all of its rights, title, interest, easements, powers duties, obligations, and privileges reserved hereunder to any other corporation, entity, association, or person as long as its in the best interest of the ASSOCIATION.

## ARTICLE XIV

### ASSESSMENTS BY THE ASSOCIATION

**14.1 Annual Assessments:** The ASSOCIATION shall have the right to levy an annual assessment against all LOTS in the Subdivision in such amounts as may be deemed appropriate by the ASSOCIATION'S Board of Directors for the general management and operation of the ASSOCIATION and for the general purposes and objectives of the ASSOCIATION as set forth in the GOVERNING DOCUMENTS. The annual assessment shall also include the cost of public liability and property damage insurance covering any private roads, and COMMON AREAS, and the Neighborhood Common Areas, and insuring the ASSOCIATION and the LOT Owners as its and their interests may appear, in such amounts and providing such coverages as the Board of Directors of the ASSOCIATION may determine from time to time.

**14.2 Special Assessments:** The ASSOCIATION shall also have the right to levy special assessments from time to time against all LOTS in the Subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the ASSOCIATION'S reserves are insufficient to cover expenditures for capital improvements or replacements.

**14.3 Assessments Levied Pro Rata:** All assessments levied by the ASSOCIATION, whether annual or special, shall be on the basis of one (1) share per LOT so that each Owner of a LOT shall bear an equal pro rata share of the expenses of the ASSOCIATION.

14.4 Payment of Assessments: Procedures for the adoption of any annual budget, mailing of notices of the annual assessment, and collection of the annual assessment shall be set forth in the Articles of Incorporation, and Bylaws for the ASSOCIATION. Payment of any special assessment levied by the ASSOCIATION'S Board of Directors shall be due upon not less than fifteen (15) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum. However the ASSOCIATION will allow a 10 day grace period beyond the due date of the assessment before levying the late charge or interest charges.

14.5 Personal Obligation of Property Owner: Every assessment shall be the personal obligation of the Owner of the LOT against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the ASSOCIATION may bring suit against the Owner on such Owner's personal obligation and there shall be added to the amount of such assessment the late charge and interest specified in Article 14.4, and all costs incurred by the ASSOCIATION, including reasonable attorneys' fees, paralegals' fees, and legal assistants' fees (including those incurred for appellate proceedings) in preparation for and in bringing such action.

## ARTICLE XV

### LIEN RIGHTS OF THE ASSOCIATION

In order to provide an additional means to enforce the collection of any annual or special assessment, the ASSOCIATION shall have a lien against each LOT in the Subdivision, together with all improvements thereon, as follows:

15.1 Creation of a Lien: The lien of every such fee, expense, and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each LOT, and all improvements thereon, upon the recording of this DECLARATION (or the recording of any previous Declarations).

15.2 Enforcement of a Lien: In the event any such fee, expense or assessment is not paid within thirty (30) days after the same is due, the ASSOCIATION shall have the right to file a Claim of Lien in the Public Records of Manatee County, Florida. Said lien may be enforced by the ASSOCIATION by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the ASSOCIATION files a claim of lien against any LOT, it shall be entitled to recover from the Owner of such LOT the aforesaid interest and late charges and all costs, including reasonable attorneys' fees, paralegals' fees, and legal assistants' fees (including those incurred for appellate proceedings) incurred in preparing, filing and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

15.3 Priority of Lien: The lien of assessments provided for herein shall be subordinate to the lien of any mortgage recorded prior to the recording of a Claim of Lien. The sale or transfer of a LOT pursuant to the foreclosure of such a prior recorded mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer and such payments shall be collectible from the Owners of all LOTS in the same manner as any other regular assessment. No sale or transfer shall relieve such LOT from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE XVI

### ARCHITECTURAL COMMITTEE

**16.1 Creation and Makeup of the Architectural Committee:** The ASSOCIATION shall have an Architectural Committee as required in the BY-LAWS (Article 6.6). There will be three (3) members appointed for two year terms by the Board of Directors. In the event of the resignation, failure, refusal, or inability of any member to act, the Board of Directors shall have the right to replace said member with a new appointee for the unexpired term of the member being replaced. The Architectural Committee shall oversee the various improvements made on the LOTS in the Subdivision in accordance with the standards detailed in this DECLARATION.

**16.2 Approval Necessary:** Except as initially constructed by DEVELOPER, no building, tent, garage, fence, exterior wall, retaining wall, or other structure of any kind, shall be altered, erected, constructed, placed, or maintained on the Properties. No major landscaping items, or other improvements or items which change the exterior appearance of a LOT or UNIT, or color scheme may be altered, changed, repaired or modified unless the same shall be approved in writing by the Architectural Committee. The Architectural Committee may adopt procedures and requirements, from time to time, in order to facilitate the performance of its assigned responsibilities.

**16.3 Endorsement of plans:** Approval of plans, specifications, and location of improvements by the Architectural Committee shall be endorsed on the Plans. Approval by the Architectural Committee of plans or specifications submitted for approval shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plan and specifications submitted for use on other LOTS.

**16.4 Construction to be in Conformance with Plans:** After plans, specifications, and other data submitted have been approved by the Architectural Committee, the items contained therein shall be erected, constructed, or altered in strict conformity with the approved plans and specifications.

**16.5 Failure of the Architectural Committee to Act and Non-approved Construction:**

(a) In the event that the Architectural Committee shall fail, for a period of thirty (30) days after complete submission of the construction details to the Committee, to approve or disapprove any plans and specifications submitted to it for approval, the same shall be deemed to have been approved.

(b) If an owner has erected, constructed, or altered a LOT and/or UNIT and has not obtained approval of the Architectural Committee, as required, after the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XVI unless notice to the contrary shall have been recorded in the office of the Clerk of the Circuit Court, in and for the county in which these documents are recorded, or legal proceedings shall have been instituted to enforce such compliance.

**16.6 Right of Entry:** Any agent or member of the Architectural Committee may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee in which the agent or member may reasonably believe that a violation of the DECLARATION is occurring or has occurred.

**16.7 Enforcement:** The ASSOCIATION shall have the right to enforce the provisions of this ARTICLE XVI by injunctive relief or any other remedy which may be available. If any such suit is successful, the party

violating the provisions hereof shall pay all costs of such suit, including, but not limited to, court costs and reasonable attorneys' fees at all levels of proceedings.

## ARTICLE XVII

### MAINTENANCE OBLIGATION OF OWNERS

**17.1 Owner's Responsibility:** As set forth in Article IX, each Owner is responsible for the repair, painting, maintenance and/or replacement, at its sole cost and expense, all portions of the Unit and improvements and/or fence constructed on the LOT. Owner is strictly prohibited from placing any fence upon its LOT, or otherwise changing the color of the exterior paint thereof or otherwise changing the exterior appearance, exterior material, roof covering, driveway, garage area or landscaping of the Unit or LOT, without the prior consent of the Architectural Committee (see Article XVI for additional details about this procedure).

**17.2 Owner Liability:** Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth herein; or,
- (b) Cause any damage to any improvement or COMMON AREA which the ASSOCIATION has the responsibility to maintain, repair, and/or replace; or,
- (c) Impede the ASSOCIATION from performing its responsibilities hereunder; or,
- (d) Undertake unauthorized improvements or modifications to the Unit or to any other portion of his LOT or to the COMMON AREA, as set forth herein.

Then, the ASSOCIATION, after reasonable prior written notice, shall have the right, through its agents and employees, to enter upon said LOT or Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs of the ASSOCIATION, shall be added to and become a part of the assessments to which the LOT is subject.

## ARTICLE XVIII

### INFORMATION TO LENDERS AND LOT OWNERS

**18.1 Availability of Information about the ASSOCIATION:** The ASSOCIATION shall make available to Owners and to holders, insurers, or guarantors of any first mortgage on any LOT ("Lender"), current copies of the GOVERNING DOCUMENTS, other rules concerning the ASSOCIATION and its members and the books, records, and financial statements of the ASSOCIATION. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

**18.2 Copying:** Any Owner and/or Lender shall be entitled, upon written request and at its own cost, to a copy of the financial statement and documents referred to in Article 18.1.

**18.3 Notice:** Upon written request to the ASSOCIATION by a Lender (which written request shall identify the name and address of the Lender and the LOT number and address thereof), the ASSOCIATION will notify the Lender on a "best efforts" basis if any of the following occurs:

- (a) Any condemnation loss or casualty loss which affects the LOT on which there is a first mortgage held by the Lender;
- (b) Any delinquency in the payment of assessments or charges due from an Owner of a LOT subject to a first mortgage held by the Lender, which charges remain uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

## ARTICLE XIX

### GENERAL PROVISIONS

**19.1 Duration and Benefit:** The covenants and restrictions of this DECLARATION shall run with the title to each of the LOTS in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the ASSOCIATION or the Owner of any such LOTS and their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this DECLARATION shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period: (1) members of the ASSOCIATION holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this DECLARATION, AND (2) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of the ASSOCIATION and recorded in the Public Records of Manatee County, and (3) if approval is required by the County of Manatee, such approval is acquired.

**19.2 Remedies for Violation:** The violation or breach of any condition, covenant, or restriction herein contained shall give the ASSOCIATION or any LOT Owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the LOT Owner alleged to be in violation if such proceedings result in a finding that such Owner was in violation of the terms of this DECLARATION. Such costs shall include reasonable attorneys' fees, paralegals' fees, and legal assistants' fees, including such fees for appellate proceedings, incurred by the ASSOCIATION but not attorneys' fees incurred by any LOT Owner in bringing an action against another LOT OWNER. Failure by the ASSOCIATION, or any LOT OWNER, to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

**19.3 Severability:** Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

**19.4 Amendment:** This DECLARATION may be amended at any time and from time to time upon the approval of members of the ASSOCIATION holding at least two-thirds (2/3) of the voting rights and upon the recordation in the Public Records of Manatee County of an amendatory instrument, certifying that such approval has been obtained and is executed by the president and secretary of the ASSOCIATION.

**19.5 Usage:** Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

## ARTICLE XX

### GOVERNMENTAL PROVISIONS

Notwithstanding anything to the contrary contained herein, the following provisions shall be applicable to the property described on Exhibit "A" hereof.

**20.1 Stormwater System:** No portion of the Storm Water Management System of the property referred to on Exhibit "A", which has been approved by Manatee County, may be reconfigured, modified, or altered without the prior written approval of the Manatee County Engineer and the Southwest Florida Water Management District. If required, lakes will be maintained by the ASSOCIATION and monitored biannually for quality and the report will be submitted to Southwest Florida Water Management District.

#### 20.2 Compliance with Manatee County Land Development Code:

(a) A right of entry upon the neighborhood common area is hereby granted to Manatee County law enforcement officers, health and pollution control personnel, emergency service personnel, and fire fighting personnel while in pursuit of their duties.

(b) Notwithstanding anything herein contained to the contrary, the ASSOCIATION shall not be dissolved, nor shall the ASSOCIATION dispose of any COMMON AREA by sale or otherwise except to an organization conceived and organized to own and maintain the neighborhood common areas, without first offering to dedicate the same to Manatee County or other appropriate governmental body.

(c) No lands in neighborhood common areas shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

(d) In the event the ASSOCIATION or any successor organization shall fail to maintain the neighborhood common areas in reasonable order and condition, the provisions of the Manatee Land Development Code allow Manatee County, upon notice and hearing, to enter upon the neighborhood common area for purposes of maintaining same. Such maintenance by the County shall be assessed pro-ratedly against the LOTS and shall be a charge on the LOTS. Such charges shall be paid by the owners of the LOTS within 60 days of the receipt of the statement therefor and shall become a lien on the property if not paid at the end of such period.

(e) Notwithstanding any other provision of this DECLARATION, no violation of federal, state, or local law shall be permitted.

(f) Notwithstanding any other provision of this DECLARATION relating to amendments, neither this section 20.2, nor any provision of this DECLARATION affecting this section 20.2, may be amended without the written consent of Manatee County.

**20.3 Enforcement:** The ASSOCIATION, through the Board of Directors, by contract or other agreement, shall have the right to enforce all applicable federal, state, and local laws, ordinances, and regulations to permit Manatee County, the Southwest Florida Water Management District, or any other governmental agency having jurisdiction to enforce such parties' rules and ordinances on the Properties for the benefit of the ASSOCIATION and its members.

20.4 Negative Covenants: Dredging, filling, or other disturbances are prohibited within areas designated as "preserve" and in such areas construction or development is prohibited except for stormwater management and drainage facilities.

20.5 Compliance: In the event of any ordinances, rules, or restrictions imposed by the County of Manatee with respect to the Subdivision, the County of Manatee may, without the consent of the ASSOCIATION or any person, seek judicial enforcement of such ordinances, rules, or restrictions, and if such enforcement shall be required by a court of competent jurisdiction, the County of Manatee shall be entitled, in addition to all other awards or direction of enforcement, to all reasonable attorney's fees and court costs incurred by said County relative to its enforcement of the foregoing.

20.6 Dissolution of ASSOCIATION: The ASSOCIATION shall not be dissolved nor shall it dispose of any real property contained within the neighborhood common area, by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such neighborhood common areas), without the prior approval of any governmental agencies having jurisdiction over the Properties.

Executed this 9 day of MAY ~~1999~~ 2000 *mp*

THE ESTATES AT GARDEN LAKES ASSOCIATION, INC.  
(A corporation not for profit, incorporated in the state of Florida)

WITNESSES

*Valerie A. Crow*

VALERIE A. CROW  
Print name

*John E. Worsdale III*

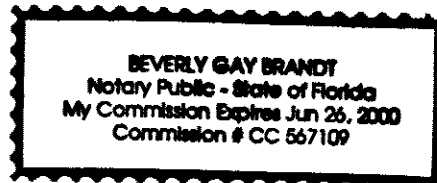
John E. Worsdale III  
Print name

By *Richard F. Gernert*

RICHARD F. GERNERT  
Print name

Title: PRESIDENT

*Beverly Gay Brandt*



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## **EXHIBIT A**

All property within Garden Lakes Estates, Phase 6, as per Plat thereof recorded in Plat Book 26, Page 82, of the Public Records of Manatee County, Florida.

All property within Garden Lakes Estates, Phase 7A, as per Plat thereof recorded in Plat Book 26, Page 138, of the Public Records of Manatee County, Florida

All property within Garden Lakes Estates, Phase 7B-7G, as per Plat thereof recorded in Plat Book 28, Page 22 of the Public Records of Manatee County, Florida

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BY-LAWS OF THE ESTATES AT GARDEN LAKES ASSOCIATION, INC.

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**BY-LAWS**  
**OF**  
**THE ESTATES AT GARDEN LAKES ASSOCIATION, INC**  
**(A Corporation Not for Profit)**

**ARTICLE I. IDENTIFICATION**

**1.1 Identity:** These are the By-Laws of The Estates at Garden Lakes Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association".

**1.2 Purpose:** The Association has been organized for the purpose of maintaining, preserving, managing, and exercising architectural control over the lots and common property within Garden Lakes Estates, a planned community located in Bradenton, Florida, in accordance with the "Declaration of Covenants, Conditions, Restrictions, and Easements for lots at Garden Lakes Estates", herein called "Covenants", and to promote the health, safety, and welfare of the owners and residents of Garden Lakes Estates, herein called "The Estates". For the purpose of these By-Laws, the term "The Estates" shall have the meaning set forth in the Covenants.

**1.3 Office:** The office of the Association shall be at 6022 Promenade Court, Bradenton, Florida. The mailing address shall be PO Box 20471, Bradenton, FL 34204-0471, until otherwise changed by the Board of Directors.

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

**1.5 Seal:** The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.

**ARTICLE II. MEMBERS**

**2.1 Qualification:** The members of the Association shall consist of all of the record owners of lots in the Estates which are subject to the Covenants, in accordance with the Covenants.

**2.2 Change of Membership:** Change of membership in the Association shall be established (and evidenced by) (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a lot in Garden Lakes Estates and (b) the delivery to the Association a copy of such instrument. Upon the happening of such events, the owner established by such instrument shall then become a member of the Association and the membership of the prior owners shall be terminated, provided that all outstanding obligations due to the Association by the owners (past or present) of the subject lot have been satisfied.

**2.3 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 an 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.

**2.4 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.

### ARTICLE III. VOTING

**3.1 Voting Rights:** The member or members who are the record owners of each lot in Garden Lakes Estates shall be collectively entitled to one (1) vote for each such lot, as provided in the Covenants 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.

**3.2 Voting Procedure:** The single or multiple owners of each lot who are Regular Members shall have one vote for each lot. All determination of requisite majorities and quorums for all purposes under the Covenants, the Articles of Incorporation and these By-Laws shall be made by reference to the number of lots owned by Regular Members entitled to vote. 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 Covenants, the Articles of Incorporation, or these By-Laws.

**3.3 Quorum:** A quorum shall exist when members entitled to cast a majority of all votes are present, either in person, by designated voting representative, or by proxy.

**3.4 Designation of Voting Representative:** 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 by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners and filed with the Secretary of the Association.
- (c) **Life Estate with Remainder Interest:** If a lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a lot in fee in the same manner as the life tenants own the life estate.
- (d) **Corporations:** If a lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.
- (e) **Partnership:** If a lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the lot shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.
- (f) **Trustees:** If a lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the lot by certificate executed by all trustees and filed with the Secretary of the Association.

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(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) Tenants by the Entirety: If a lot is owned by a husband and wife as tenants by the entirety, they may designate a voting member in the same manner as other multiple owners. If no certificate designating a voting member is on file with the Association, and only one of the husband or wife is present at a meeting, he or she may cast the vote for their lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the lot may still be counted for purposes of a quorum.

(i) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such lot owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the lot is to be cast on that matter.

3.5 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, any 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 Covenants or these By-Laws.

3.6 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the owner, if no voting representative has been designated. 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, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

3.7 Method of Voting: Subject to the provisions of the Covenants, voting may be by roll call, voice vote, or by written ballot; provided, however, that whenever written approval is required by the Covenants, or whenever any amendment to the Covenants 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. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays".

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## ARTICLE IV. MEETINGS OF MEMBERS

**4.1 Annual Meeting:** The annual meeting of the members shall be held during the month of November of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to Section 4.3 is given at least 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.

**4.2 Special Meetings:** Special meetings of the members shall be held whenever called by the President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from a minimum of 20% of the members of the Association.

**4.3 Notice of Meetings:** Notice of all meetings of the members, stating the time, place, and purposes for which the meeting is called, shall be given by the President or Secretary, unless waived in writing. Notice of meetings must be posted in a conspicuous place on the Association property at least 7 days in advance of any meeting except for the Annual meeting which requires 30 days advance notice. The notice for any meeting at which assessments will be considered shall contain a statement of the nature of such assessments and that such assessments will be considered.

**4.4 Place: Meetings** of the Association members shall be held at such place as th Board of Directors may designate in the Notice of Meeting.

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

**4.6 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 ( if necessary).
- (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 ( at annual meeting).
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Question from members.
- (l) Adjournment.

**4.7 Action without Meeting:** Actions by the Association without having a meeting shall be restricted to emergency actions only. These actions will be verified by a vote of the Board of Directors and reported to the membership of the Association explaining the reasons for the necessary action. The report of such action will be made in a reasonable period of time but no later than the next Board of Directors meeting following the emergency action.

## ARTICLE V. DIRECTORS

5.1 Number: The affairs of the Association shall be managed by a Board of Directors of not less than three (3) nor more than five (5) 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.

5.2 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 select at least one (1) person for each Directorship. Nominations for Director may be made from the floor at the annual meeting and any member of the Association is entitled to run for election to a Directorship.

(b) The election shall be by ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes, that the person is legally entitled to, for each of the nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office 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 25% of the lot owners giving 10 days notice in writing of the meeting 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.

5.3 Term: Subject to the provisions of Section 5.2, the term of each Director's service shall extend to the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.4 Qualifications: All Directors shall be resident members of the Association who are able to attend the meetings held to conduct the Association's business.

5.5 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. Vacancies following removal of office pursuant to Section 5.2 (c) shall be filled as therein provided.

5.6 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 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.

5.7 Voting: All voting for the election of Directors shall be as provided in Article III hereof.

5.8 Organization Meeting of the Board of Directors: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the

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directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary.

**5.9 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. Except in an emergency, notice of all meetings of the Board of Directors must be posted in a conspicuous place on the Association property 48 hours in advance of said meeting.

**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 of the directors.

**5.11 Notice:** Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone, or telegraph 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.

**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 Covenants or these By-Laws.

**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:** The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

**5.15 Meetings Open:** Meetings of the Board of Directors shall be open to all members.

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

**5.17 Directors' Fees:** Directors' fees, if any, shall be determined by the members of the Association.

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

- (a) Roll call.
- (b) Proof of notice of meetings 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) Questions from members.
- (j) 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 Estates, except as may be reserved or granted to the lot owners or a specific committee or committees of the Association by the Covenants, Articles of Incorporation, or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

**6.1 General Powers:** All powers specifically set forth in the Covenants, Articles of Incorporation, and these By-Laws, and all powers incident thereto or reasonably to be inferred therefrom.

**6.2 Enforcement and Fines:** The Board of Directors shall enforce, by legal means, provisions of the Covenants, the Articles of Incorporation, the By-Laws, and Rules and Regulations for the Use of the Common Property. In the event that the Board of Directors determines that any lot owner (or his tenant, guest, or invitee) is in violation of any of the aforesaid provisions, the Board, or an agent of the Board designated for that purpose, shall:

- (a) notify the lot owner in writing of the violation.
- (b) advise the lot owner that the violation must be cured within 14 days.
- (c) at the discretion of the Board, if the violation is not cured within 14 days, the Board may levy a fine of \$50.00 per offense against the lot owner. Each day during which the violation continues shall be deemed a separate offense. But in no event may the fine exceed \$1,000.
- (d) assess the fine as a special assessment against the lot owner which shall constitute a lien upon the lot, and may be foreclosed by the Association in the manner as any other lien.
- (e) at the discretion of the Board, the right of the lot owner to use the recreational facilities or any other amenities provided by the Association may be suspended during the period of the violation.

In the event the Board intends to fine or suspend the lot owner as set forth in this article, the lot owner is entitled to a hearing before a committee appointed by the Board of Directors for this purpose. The committee will consist of no less than three members and cannot be composed of any directors, officers, or employees of the Association. Nor can the members be a spouse, parent, child, brother, or sister of any director, officer, or employee of the Association. If the committee that is formed to hear the violation matter does not approve a proposed fine or suspension, it may not be imposed. At any such hearing the lot owner may be represented by legal counsel.

**6.3 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 Covenants and these By-Laws.

**6.4 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.

**6.5 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 Covenants and the By-Laws. Provided, however, that any rules or regulations adopted by the

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Board may be supplemented, amended, or rescinded by affirmative vote of the owners of not less than 86 lots subject to the Covenants. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of 86 lots in The Estates subject to the Covenants.

6.6 Committees: To create and disband such committees as the Board may, from time to time, determine as reasonably necessary for the administration and operation of the Association. The Board may delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Covenants, Articles of Incorporation, and By-Laws. 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. Nothing contained herein shall restrict the authority of the Board to create, elect, and disband such committees, or from modifying the duties and responsibilities of such committees. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors. The Architectural Committee shall; consist of three members appointed by the Board. The Architectural Committee members shall select their own chairman and the term of appointment for each member shall be for two years.

## ARTICLE VII. OFFICERS

7.1 Officers and Election: The officers of the Association shall be a 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 preemptory 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 Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.2 President: The President shall be the chief executive officer of the Association. He 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. He shall serve as Chairman at all Board and Membership meetings.

7.3 Vice President: If this office is created, the Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.4 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law and the Association documents. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the 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 unless earlier disposal is permitted by law. The Secretary will comply with the requirements of Florida Statute 617.303. )

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7.5 Treasurer: The treasurer shall have the custody of all the property of the Association including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and he shall perform all other duties incident to the office of Treasurer. All records shall be retained for not less than seven (7) years unless earlier disposal is permitted by law. The treasurer will comply with the requirements of Florida Statute 617.303.

7.6 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors.

7.7 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 he may be a party or in which he may become involved by reason of his being or have 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 in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his 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.

7.8 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 Covenants shall be supplemented by the following provisions:

8.1 Accounting: Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund at the end of each year shall be applied to reduce the regular assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following subclassifications where applicable:

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.
- (iv) Rent for recreational and other commonly used facilities.
- (v) Taxes upon Association property.
- (vi) Insurance.
- (vii) Security provisions.
- (viii) Other expenses.
- (ix) Operating capital.
- (x) Contingency funds for advancement of special and service assessments.

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(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserves for Capital Expenditures and Replacement: Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

(d) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements, or other categories consistent with accepted accounting practices, including accounts for improvements, special assessments, and service assessments.

8.2 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, and to provide funds for specifically proposed and approved improvements.

8.3 Procedure: The Board of Directors shall adopt a budget in accordance with the Covenants.

8.4 Assessments: Regular annual assessments against a lot owner for his share of the items of the budget shall be made in advance on or before December 20th of the year preceding the year for which the assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in four (4) equal quarter annual installments, which shall come due on the 1st day of January, April, July, and October of the year for which the assessments are made. 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 monthly payments thereon shall be due from the 1st day of each month until changed by an amended Regular Assessment. In the event the Regular annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a supplementary assessment levied. The supplementary assessment shall be due on the first day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors. Special assessments, improvement assessments, and service assessments may be made from time to time by the Board as provided in Article XIV of the Covenants, with Association approval where required.

8.5 Acceleration of Assessments: Upon default in payment by a lot owner, the Board may elect to accelerate remaining installments of regular annual assessments, supplementary assessments, and any other assessments that have been made. The assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent lot owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.6 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, service assessments, and improvement assessments, and funds in 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. The Board of Directors may approve up to a total of \$10,000 for non-budgeted items in any fiscal year. Any amounts exceeding this \$10,000 limit will require an approval by a majority of the Association membership.

8.7 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 checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, except as otherwise required by the Covenants.

**8.8 Audit:** A report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made. At least every three years, the report shall include an audit by a certified public accountant. The Board will also appoint a committee to audit the accounts of the Association annually. None of the appointees may be Directors or Officers.

**8.9 Fidelity Bonds:** Fidelity Bonds shall 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 and must be in accord with the Covenants. The premiums on such bonds shall be paid by the Association as a common expense.

#### 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 Covenants, Articles of Incorporation, or these By-Laws.

#### ARTICLE X. AMENDMENT

These By-Laws may be amended by the members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of the majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Covenants or the Articles of Incorporation, except as provided in said Covenants or Articles.

#### ARTICLE XI. MISCELLANEOUS

The provisions of these By-Laws shall be construed together with the Covenants and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Covenants or Articles, the provisions of the Covenants or Articles shall control unless otherwise provided. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Covenants. 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. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Covenants.

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Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE ESTATES AT GARDEN LAKES ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 23, 1991, as shown by the records of this office.

The document number of this corporation is N44392.

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Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
23rd day of July, 1991.



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION

OF

THE ESTATES AT GARDEN LAKES ASSOCIATION, INC.

A Corporation Not For Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be "The Estates at Garden Lakes Association, Inc.". For convenience the corporation shall herein be referred to as the "Association". The mailing address of the corporation shall be: 240 S. Pineapple, Sarasota, FL 34236.

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, management and architectural control of the Lots and Common Property within The Estates at Garden Lakes, a planned community, located in Manatee County, Florida, herein referred to as the "Estates", same to be in accordance with the "Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Garden Lakes", herein called the "Covenants", which is to be recorded in the Public Records of Manatee County, Florida, as same may be amended. The Association shall have the further purpose of promoting the health, safety and welfare of the owners and residents of The Estates of Garden Lakes.

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, not in conflict with the terms of these Articles of Incorporation, or the Covenants.

3.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Covenants, as amended from time to time, except as validly limited by these Articles and by said Covenants, and all of the powers and duties reasonably necessary to own and operate the Common Property of the Estates pursuant to said Covenants and to perform the maintenance, administrative, managerial and other functions for the Estates as provided in said Covenants, 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 Estates as provided in the Covenants.
- (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 Estates at Garden Lakes in accordance with the Covenants.
- (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 Covenants.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Covenants.
- (g) To enforce by legal means the provisions of the Covenants, the By-Laws of the Association and Regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for such private 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 Estates in accordance with the Covenants.
- (l) To negotiate and contract for cable television and such other materials and services for the benefit of the Lot Owners who subscribe to or elect to accept such materials or services in accordance with the Covenants.
- (m) To borrow money.
- (n) To establish a special tax district for the performance of all or a part of the maintenance or other functions provided by the Covenants as the responsibility of the Association.

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(o) To employ personnel at reasonable compensation to perform the services required for the proper carrying out of the Association responsibilities.

(p) To prepare and maintain such parts of the Estates as may be provided in the Covenants or required by any governmental permits or regulations including but not limited to those required by any subdivision of the State of Florida including but not limited to Manatee County.

(q) 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 Covenants, these Articles or the By-Laws, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to the Association, or reasonably necessary to effectuate its obligations under the Covenants.

(r) To operate and maintain a stormwater management system as exempted or permitted by the Southwest Florida Water Management District, or any other system or area as required by any other Governmental Regulatory Body or Agency including Manatee County.

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 Covenants, these Articles of Incorporation and the By-Laws of the Association.

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 Covenants, these Articles and the By-Laws 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 Estates at Garden Lakes subject to the Covenants 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 Estates and the delivery to the Association of a copy of such instrument. 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 By-Laws.

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 of each Lot shall be entitled to one vote as a member of the Association, subject to the rights of the Developer as provided in the Covenants. The manner of exercising voting rights shall be determined by the By-Laws 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 By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be members of the Association except as otherwise provided.

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 By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

Kemper M. Hetzler	c/o Suncoast Advertising Company, Inc. 240 S. Pineapple, Sarasota, FL 34236
E. Carl Goff	c/o Suncoast Advertising Company, Inc. 240 S. Pineapple, Sarasota, FL 34236
Gordon W. Leech	c/o Suncoast Advertising Company, Inc. 240 S. Pineapple, Sarasota, FL 34236

The initial Directors designated by Developer herein, and any Directors subsequently designated or appointed or elected by Developer need not be members of the Association. All other Board members shall be members.

#### ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice-President, Treasurer/Secretary and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. 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. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Kemper M. Hetzler	President	240 S. Pineapple Sarasota, FL 34236
Gordon W. Leech	Vice-President	240 S. Pineapple Saraosta, FL 34236
E. Carl Goff	Treasurer/Secretary	240 S. Pineapple Saraosta, FL 34236

#### ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses 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 Directors 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. BY-LAWS

8.1 By-Laws: The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Covenants.

#### ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the owners of a majority of

the lots in the Estates. Provided, however, that these Articles may be altered, amended or modified by a Developer, or its Successor as such Developer, during the time that a Developer has the right to and does control the Association in accordance with the Covenants. Amendments may be proposed by resolution of the Board of Directors or by the owners of any three lots. Provided, however, that no amendment affecting the Developer, or its successors or assigns as the Developer of the Estates, as defined in the Covenants, shall be effective without the prior written consent of the Developer, its successors or assigns as such Developer. Provided, further that no amendment shall make any change in the qualification for membership nor the voting rights of members without the approval of all members. No amendment shall be made which is in conflict with the Covenants.

ARTICLE X. EXISTENCE

The term of the Association shall be perpetual.

ARTICLE XI. SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation is as follows:

E. Carl Goff  
c/o Suncoast Advertising Company, Inc.  
240 S. Pineapple  
Sarasota, FL 32436

ARTICLE XII. REGISTERED OFFICE AND AGENT

The Association hereby appoints E. Carl Goff, c/o Suncoast Advertising Company, Inc., 240 S. Pineapple, Sarasota, FL 34236 as its Registered Agent and Resident Agent under the laws of Florida. By affixing his signature hereto, the said E. Carl Goff does hereby accept said designation and appointment, and the office of the Association shall be at said address.

IN WITNESS WHEREOF, the subscriber has executed these Articles this 18th day of July, 1991.

By: \_\_\_\_\_

E. Carl Goff

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ACCEPTANCE BY REGISTERED AGENT

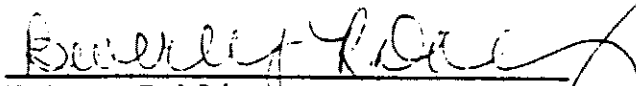
The undersigned, E. Carl Goff, does hereby accept the foregoing designation and appointment as Registered Agent of the above corporation.

Dated this 18TH day of JULY, 1991.

  
\_\_\_\_\_  
E. CARL GOFF

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of July 1991, by E. Carl Goff.

  
\_\_\_\_\_  
Notary Public

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JULY 22, 1991.  
~~FORCED THRU NOTARY PUBLIC UNDERWRITERS~~

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R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.