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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WISTERIA PARK

This Declaration (the "Declaration") is made as of the 13th day of December, 2004, by WISTERIA PARK ASSOCIATES, L.L.C., a Florida limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property in Manatee County, Florida, described on Exhibit A, attached hereto and made a part hereof (the "Initial Property"); and

WHEREAS, the Initial Property has or will be platted as "Wisteria Park", and Declarant desires to establish thereon a planned residential community subject to the terms of this Declaration as hereinafter provided;

NOW, THEREFORE, Declarant declares that the Initial Property, and such additions thereto as may hereafter be made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, limitations, terms, obligations, charges and liens hereinafter set forth.

ARTICLE 1
DEFINITIONS

The following words and terms when used in this Declaration or any amendment or supplement hereto shall, unless the context clearly otherwise indicates, have the following meanings:

1.01. "Architectural Review" means the requirements of this Declaration that certain improvements or alterations to Lots or existing improvements be reviewed and approved, and where the context indicates, the review and approval procedures of Article 9.

1.02. "ARC" means the Architectural Review Committee described in Article 9.

1.03. "Articles" means the Articles of Incorporation of the Association. A copy of the initial Articles of Incorporation of the Association is attached hereto as Exhibit G.

1.04. "Assessment" means a charge levied by the Association in accordance herewith against a Lot and the Owner of such Lot. The following meanings shall be given to the following types of Assessments:

(a) "Regular Assessment" means the recurring periodic Assessment for each Owner's share of the Common Expense.

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(b) **"Special Assessment"** means any Assessment made under the authority of this Declaration other than a Regular Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts reasonably necessary to supplement Regular Assessments, the cost of bringing a particular Owner or Lot into compliance with this Declaration, the Articles, By-Laws or rules and regulations made pursuant thereto, costs of acquiring, maintaining, operating, repairing or replacing Common Property, or the cost of any service, material or combination thereof obtained by the Association for the use and benefit of such Owner or his Lot as provided herein.

1.05. **"Association"** means Wisteria Park Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.06. **"Board"** means the Board of Directors of the Association.

1.07. **"By-Laws"** means the By-Laws of the Association. A copy of the initial By-Laws of the Association is attached hereto as Exhibit H.

1.08. **"Code"** means the Manatee County Land Development Code, as it may have been amended effective as of the date this Declaration is recorded.

1.09. **"Common Expenses"** means the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of any Common Property, and all other areas of the Subdivision maintained by the Association, including those parts of the Lots, if any, that the Association is to maintain under this Declaration.

(b) Valid contractual obligations of the Association in excess of revenues, whether attributable to unpaid Assessments or otherwise.

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

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

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

(f) Reasonable reserves as determined in accordance herewith.

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

(h) Utility charges and deposits therefor incurred in the carrying out of Association obligations hereunder, which may include electrical service charges to maintain and operate streetlights within the Subdivision if such lighting is installed by Declarant or the Association.

(i) The cost of any other item or items designated herein as a Common Expense or reasonably or necessarily incurred by the Association or in furtherance of the purpose of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration or by law.

1.10. "Common Property" means all real property or interests therein, including easements, licenses and servitudes, owned by or granted or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereto. Common Property also includes any personal property acquired by the Association if designated Common Property, and any property within the Subdivision which is not owned by the Association but is nevertheless to be maintained or administered by it pursuant to an easement, license or agreement with any person or entity, which maintenance/administration affords benefits to the Members.

1.11. "County" means Manatee County, Florida, a political subdivision of the State of Florida. Where County action is contemplated hereby, that action may be taken by the agent, official or other designee of the County as provided by the Code.

1.12. "Declarant" means Wisteria Park Associates, L.L.C., a Florida limited liability company, or its successors or assigns as such Declarant.

1.13. "Declarant Member" means the Declarant and any successor or assignee of the Declarant having an interest in the Subdivision for the purpose of development and sale. Voting rights for Declarant Members are set forth in Article 3.

1.14. "Declaration" means this document, together with all amendments and supplements hereto.

1.15. "Lot" means a discrete lot or building parcel, whether improved or not, reflected on a recorded subdivision plat of the Subdivision, but excluding any platted land that is Common Property. Where one or more platted lots are reconfigured pursuant hereto, the term "Lot" means the reconfigured parcel.

1.15 (a). "Lot Maintenance Services" means, such as by way of example, mowing, fertilizing, yard pest control, tree trimming, landscape maintenance or other similar services which the Association, in its discretion, may elect to provide to Members for a monthly service charge/assessment.

1.15 (b). "Lot Type" means the following different style Lots which may be included within the Subdivision, and/or such other Lot Types as Developer may elect to include within the Subdivision:

Lot Type

"Single Family"

"Single Family – Landscape Maintenance Services Included"

Lot Number

Lots 1 through 69

Lots 70 through 141

1.16. "Member" means every person or entity qualified for membership in the Association.

1.17. "Owner" means the single or multiple owner of record of the fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation. The Declarant is not an Owner prior to the Turnover Date.

1.18. "Plat" means the plat of Wisteria Park, recorded in Official Records Book _____, Pages _____ through _____ of the Public Records of Manatee County, Florida, and any additional plats recorded as part of the addition of other real property as described in Article 2.

1.19. "Property" or "Properties" or "Initial Property" means the lands subject to this Declaration and as set forth in Exhibit "A", attached hereto, as same may be amended.

1.20. "Public Records" means the Public Records of Manatee County, Florida.

1.21. "Regular Member" means all Owners with the exception of the Declarant Members. Voting rights for Regular Members are set forth in Article 3.

1.22. "Subdivision" means the Initial Property and any additions thereto pursuant to Article 2.

1.23. "Turnover Date" means the earliest of the following dates:

(a) Sixty (60) days after the date on which the last Lot in the Subdivision has been conveyed to a Regular Member;

(b) The effective date on which Declarant Member surrenders its right to Declarant membership in writing; or

(c) Such earlier date as may be required by law.

ARTICLE 2 PROPERTY

2.01. **Initial Property.** The Initial Property is subject to this Declaration, and is sometimes otherwise known as Wisteria Park.

2.02. **Additions.** Additional lands may become subject to this Declaration as follows:

(a) Declarant shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to the Subdivision. Such additional property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. Any additions under this Article shall be made by filing an Amended or Supplementary Declaration with respect to the additional property, which shall extend the operation and effect of the Covenants and this Declaration to such additional property. The Amended or Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants contained in this Declaration as may be determined by Declarant provided that

such additions and/or modifications are not materially and substantially inconsistent with this Declaration; and provided further, however, that any such additions and/or modifications shall have no effect on the Initial Property described in Section 2.01, above.

(b) Upon approval in writing of the Association, pursuant to an affirmative vote of the Owners of two-thirds of all of the Lots then subject to the Declaration, the Owner (other than Declarant) of other property contiguous or nearly contiguous to the Subdivision who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may record an Amended or Supplementary Declaration with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property.

2.03. The Property. Each of the Lots shall be developed and used solely for detached single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot. However, the Declarant shall have the right to maintain facilities on the Lots owned by the Declarant for sales and promotional purposes, and for maintenance purposes.

2.04 Entrance and Boulevard Landscaping. An entrance median may be installed by Declarant within the public right of way. Declarant does hereby reserve to Declarant and hereby grants to the Association the right to (i) plant trees, hedges, grass and landscape, (ii) construct an entryway and signs identifying the property as "Wisteria Park" and to provide for irrigation and illumination of same, within the median strip dividing the roadway at the entrance, in any manner the Association, in its sole discretion, with the approval of the ARC, deems necessary and proper in order to identify and beautify such area. The maintenance of the median improvements may be governed by a Maintenance Agreement for Right-of-Way Island between the Association and Manatee County and such agreement may require the Association to meet certain minimum maintenance standards.

ARTICLE 3 MEMBERSHIP IN ASSOCIATION

3.01. Membership. The Owner of each Lot shall be a Member of the Association. There shall be no other Members except that the Declarant shall be a Member as hereinafter provided. Each Owner accepts membership and agrees to be bound by this Declaration, the Articles and By-Laws and the rules and regulations made pursuant thereto. Membership is appurtenant to the ownership of a Lot and may not be transferred separately from the transfer of ownership of the Lot. Membership terminates upon the termination of an Owner's interest in a Lot.

3.02. Voting Rights. For the purposes of voting rights, the Association has two types of memberships which are (a) Regular Member and (b) Declarant Member. Regular Members are all Owners with the exception of the Declarant Members, if any. Regular Members are entitled to one vote for each Lot in which such Members hold a required ownership interest. There shall be only one vote for each Lot, which vote shall be exercised among the Owners as provided in the By-Laws. Declarant Members are the Declarant and any successor or assignee of Declarant having an interest in the Subdivision for the purpose of development and sale. The Declarant Members shall have a number of votes equal to three times the total number of votes

then held by Regular Members, plus one. If there is more than one Declarant Member, they shall divide and apportion their votes as they may agree. Declarant membership shall terminate on the Turnover Date. After the Turnover Date, Declarant Members who then own Lot(s) shall be Regular Members.

3.03. Control of Board During Development. Prior to the Turnover Date, Declarant shall have the right to designate, appoint and remove members of the Board, and directors designated by Declarant need not be Members. Election of directors shall otherwise be as provided in the By-Laws. After the Turnover Date, the Declarant shall be entitled to elect at least one member of the Board as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Subdivision, or such lower percentage of Lots as is required by law.

ARTICLE 4 COMMON PROPERTY

4.01. Description of Common Property. The Common Property shall consist of the following, subject however to the rights of governments having jurisdiction:

- (a) The Common Property as described and designated on the recorded Plat of the Initial Property, including but not limited to, the drainage, drainage and access, landscape, non-vehicular ingress/egress, pedestrian sidewalk and utility easements; open spaces; lake and the stormwater retention facilities identified thereon, structures or installations located within or along the rights-of-ways within the Subdivision or within the areas designated as landscape easements on the Plat or within any additional landscape easements granted to the Association over property outside of the Plat, fences and screening, irrigation and illumination lines and systems, reclaimed or effluent water systems and potable water systems, the Pool, Pool House, Gathering Area, and Tot Lot/Playground.
- (b) Those certain easements in, on, under, through, or over those Lots described and designated on the recorded Plat of the Initial Property which are roadway buffers, perimeter buffers, and landscape buffers (the "Landscape Buffers").
- (c) The various areas and open spaces shown on the Plat and not designated as Lots, which areas contain drainage/landscape and buffer areas; lakes and stormwater retention areas, and related drainage features; conservation easements and mitigation areas; recreation areas and facilities; nature areas and nature walks and Open Areas. (the "Open Spaces").
- (d) Easements in drainage swale areas and other stormwater management and drainage system facilities, areas and installations, and irrigation and utility easements located other than on Common Property and designated on the Plat of the Initial Property.
- (e) Individual mailboxes or clustered mailboxes attached to free-standing posts, which serve two or more Lots (the "Mailboxes"). The Mailboxes shall be located at such places throughout the Subdivision as may be designated by Declarant prior to the Turnover Date, and thereafter by the Board.

- (f) Any and all signage, including, but not limited to, stop signs, warning signs, and speed limit signs, located anywhere within the Landscape Buffers and/or Open Spaces within any other portion of the Common Property.
- (g) Any and all sod, landscaping material, lights and electrical connections, irrigation systems, structures, facilities, and other improvements, together with any associated utility lines or installations located within the Landscape Buffers and/or Open Spaces or other portions of the Common Property.
- (h) A community irrigation system, supplying water for irrigation of each Lot within the Subdivision (the "Central Irrigation System"), but not including the separate Lot Irrigation Systems, as defined in Section 10.16, of the Lot Owners on their respective Lots. Declarant reserves the right and option, but not the obligation, to provide the Central Irrigation System and irrigation water for the Subdivision Common Property and Lots pursuant to a Stormwater Easement, License and Reimbursement Agreement executed by and between the Declarant, its affiliates and/or assigns and the Association. Any and all expenses of the Association pursuant to such agreement, including without limitation charges for water usage, shall constitute Common Expenses.
- (i) Such additional Common Property as Declarant may elect to add and other Common Property that may be acquired by the Association as hereinafter provided. Declarant reserves the right to amend or alter the development plan of the Common Property.

4.02. Members Easement of Enjoyment. Every Member shall have a non-exclusive easement for the use and enjoyment of the Common Property. Said easement is appurtenant to and passes with the Member's Lot. Each Member's easement with respect to the Mailboxes is restricted to the Mailbox specifically assigned to the Lot owned by such Member. The easement is subject to this Declaration and rules and regulations promulgated by the Board.

4.03. Landscape Buffers. The Landscape Buffers are hereby established, created and reserved in favor of the Association. The Landscape Buffers are perpetual and shall be for the purposes of the installation, maintenance, repair and replacement of decorative and functional entrance walls, signage, landscaping, attendant lighting and related facilities.

4.04. Open Spaces. The Open Spaces shall be used for the purposes of the installation, maintenance, repair and replacement of decorative and functional entrance walls, signage, landscaping, attendant lighting, gazebo and related facilities, and utilities and drainage, as may be consistent with dedication and easement language and approved from time to time by the Declarant prior to the Turnover Date and the Board thereafter.

4.05. Delegation of Use. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants or social guests, subject to this Declaration.

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

4.07. **Extent of Member's Easement.** The rights and easements of enjoyment created herein are subject to the following:

- (a) The right of the Board to establish reasonable rules and regulations governing the use of the Common Property.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency or authority, for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless approved by Members entitled to cast 2/3 of the votes of the membership after written notice of the proposed action is sent to every Member not less than 60 nor more than 120 days in advance of any action taken.
- (c) The right of Declarant or the Association, by its Board, to dedicate or transfer to any public or private utility, drainage or utility easements that are Common Property or are located on Common Property.
- (d) The right of Declarant to grant additional non-exclusive easements in, on, under, through or over Common Property to owners of property not part of the Subdivision for the purposes of access, ingress, egress, utilities or drainage.
- (e) The right of the Association through the Board, with the written consent of Declarant prior to the Turnover Date, and without such consent thereafter, to grant such drainage, utility and access easements in, on, under, through, or over the Common Property, or any part thereof, to governments having jurisdiction, providers of utilities or Declarant, provided such easement, in the judgment of the Board, will not unreasonably interfere with the use of the Common Property for its intended purpose.
- (f) The right of the Association to suspend the rights of a Member, or a Member's tenants, guests, or invitees, to use the Common Property for infractions of this Declaration or any rules and regulations governing the use of the Common Property.
- (g) The terms of this Declaration, the Code and the terms of all governmental approvals affecting the development of the Subdivision, and the rights of the County.
- (h) MEMBERS' USE OF THE COMMON PROPERTY IS SUBJECT TO THE PROVISIONS OF ARTICLE 12.16 AND THE PROVISIONS SET FORTH BELOW:

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR ANY LAKE, RECREATION AREA, WETLAND, NATURE AREA OR ANY OTHER COMPONENT OF THE COMMON PROPERTY, INCLUDING POOL, POOL HOUSE, GATHERING AREA, TOT LOT/PLAYGROUND. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE, INCLUDING BUT NOT LIMITED TO: ALLIGATORS, SNAKES, ANTS, BEES, WASPS, AND OTHER STINGING INSECTS (HEREINAFTER "WILDLIFE") MAY HABITAT OR ENTER INTO THE PROPERTIES AND MAY POSE A THREAT TO PERSONS,

PETS AND PROPERTY, BUT THAT THE LISTED PARTIES (AS DEFINED IN ARTICLE 12.16) ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. ANY OWNER OR INDIVIDUAL USING SUCH AREAS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, AND GUESTS, AGREES TO INDEMNIFY AND HOLD THE LISTED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES ARISING FROM SUCH USE.

ARTICLE 5 ASSESSMENTS

5.01. Personal Obligation and Lien for Assessments. Subject to the provisions of Section 5.15, Declarant and each Owner of a Lot covenants and agrees to pay to the Association all Assessments levied with respect to such Lot so owned by an Owner or Declarant, in accordance herewith. The covenant and agreement of an Owner shall begin upon acquisition of such ownership interest in a Lot by any means whatsoever, whether or not it shall be so expressed in any deed or other instrument. Each Assessment, together with Delinquency Charges as provided in Section 5.13 hereof, shall be the personal obligation of the Owner of such Lot at the time when the Assessment is due and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. The personal obligation shall not pass to the successors in title of an Owner unless expressly assumed by such successors. All Assessments, together with such Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot with respect to which such Assessment is levied. The Association may record in the Public Records a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such notice is not required in order for the continuing lien for Assessments to be valid.

5.02. Purposes of Assessments. Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles and By-Laws. Amounts assessed for Common Expenses shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, as may be authorized from time to time by the Board.

5.03. Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Regular Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for such fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such costs. Written notice of the annual Regular Assessment shall be sent to every Owner subject to such Assessment. Each Owner shall thereafter pay the Regular Assessment to the Association at such times and in such installments as may be established by the Board.

5.04. Special Assessments. The Association may levy such Special Assessments as are determined to be necessary or desirable in carrying out its responsibilities and duties under this Declaration. The amount and purpose of all Special Assessments shall be established by the Board, unless otherwise provided. All Special Assessments shall be due and payable at such times and in such installments as may be determined by the Board. Without limiting the generality of the foregoing, the Board may levy Special Assessments in the following circumstances:

- (a) Supplementary Amounts. If the Board determines that Regular Assessments for the then current year are or will become inadequate to meet Common Expenses for any reason, it shall determine the estimated amount of such inadequacy and levy a Special Assessment against each Lot and Owner responsible for such Assessment.
- (b) Compliance. A Special Assessment shall be levied by the Board against a Lot and its Owner to reimburse the Association for costs incurred in bringing the Owner of such Lot into compliance with this Declaration.
- (c) Improvement. The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property. Special Assessments for improvements must be approved by at least sixty (60%) percent of the votes entitled to be cast by Regular Members, and by the Declarant prior to the Turnover Date. Special Assessments for improvements may be used only for such improvements.
- (d) Services. If the Association provides materials or services which benefit individual Lots but which can be accepted or not by the Owner, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service shall be a Special Assessment against such Owner and his Lot. The Owner will be deemed to have agreed to such Assessment by subscribing to or requesting and accepting such material or service.
- (e) Fines. If the Association levies a fine against an Owner for a violation of the Declaration, the Articles, Bylaws or rules and regulations promulgated pursuant thereto, in accordance with Article 12.14, then the amount of such fine shall be a Special Assessment against such Owner and his Lot.
- (f) Lot Maintenance Services . If the Association provides Lot Maintenance Services, as provided for in Article 13; herein, then the monthly service charges and other costs and expenses of the Association for providing such Lot Maintenance Services shall be a Special Assessment against such Owner and his Lot.

5.05. Sharing of Common Expense. Except as otherwise provided herein, each Lot shall each bear an equal share of the Common Expenses. All Regular Assessments and Special Assessments (other than those for compliance, services or fines) shall be levied in the proportion by which the Lots share the Common Expenses, each Lot bearing an equal share. Special Assessments for compliance, services, fines or similar categories may not be uniform in amount or levied in the same proportions as Regular Assessments because of their nature, but shall be processed in a uniform and non-discriminatory manner.

5.06. Commencement of Regular Assessments. Regular Assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant to an Owner. Regular Assessments as to Lots brought under the Declaration pursuant

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to Section 2.02 shall commence on the first day of the month following the conveyance of the first Lot therein by Declarant to an Owner.

5.07. Certificate of Payment. The Association shall, upon request, furnish to any Owner a certificate in writing signed by an officer or authorized agent of the Association setting forth whether the Assessments on a specified Lot have been paid, and the date and amount, if known, of the next Assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.08. Regular Assessment Rate. The Regular Assessment shall be established by the Board. The amount of the Regular Assessment for each Lot will be the same, unless such Lot is exempt as provided herein. The Board shall adopt and levy the Regular Assessment based upon the anticipated expense and number of Lots within the Subdivision, taking into consideration those Lots that are exempt.

5.09. Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts for such purposes and in such categories as are determined by the Board. Reserve amounts may be used by the Board on a temporary basis for cash flow management of the Association, even though such amounts are expended for purposes other than those for which the reserve was established. The amount of such reserve shall be restored from revenues subsequently received, it being the intent that the Board may borrow from reserve accounts but same shall not diminish the obligation to levy and collect Assessments and charge fees and other revenues that will, upon collection, permit the restoration of all reserve accounts. Any decision of the Board with respect to reserves, including but not necessarily limited to, the establishment, non-establishment, continuation, discontinuation, level of funding or designation of purpose as to any particular reserve category, shall be subject to being modified or rescinded by the vote of Owners of 60% or more of the Lots at any regular or special meeting of the Association called for such purpose. Use of any reserve for other than its designated purpose, other than as above provided, may be authorized only by a vote of Owners of 60% or more of the Lots.

5.10. No Offsets. All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its authorities and carrying out its responsibilities as provided in this Declaration.

5.11. Rights of Mortgagees. The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot after a mortgage is recorded with respect thereto, but prior to the transfer or conveyance of title as a result of a foreclosure or a conveyance in lieu of such foreclosure, shall be subordinate to the lien of such mortgage. An Owner acquiring title to a Lot as a result of foreclosure or conveyance in lieu thereof shall not be liable for Assessments with respect to such Lot prior to the time such Owner acquires title. Such unpaid share of the Common Expenses shall be deemed a Common Expense collectible from all Owners, including the Owner acquiring title through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall relieve an Owner from responsibility for Assessments for the period of time such Owner owned such Lot. Assessments against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein.

5.12. Budget. The Board shall prepare annual budgets for Common Expenses and make copies thereof available to all Members requesting same. Copies shall be made available not less than thirty (30) days prior to the first day of the fiscal year to which such budget is applicable. Any budget that provides for a Special Assessment for improvements or makes a provision for reserves inconsistent with a prior vote of the Members shall be submitted to the Members for vote as required herein. Failure of the Board to prepare, submit or adopt a budget in a timely manner shall not affect the validity of the budget once adopted, nor any Assessment adopted by the Board.

5.13. Delinquency Charges. All Assessments and other amounts due the Association pursuant to this Declaration shall bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. If any such Assessment is not paid when due, then a late charge shall be levied. The initial late charge shall be \$35.00. The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration the declining purchasing power of the United States dollar, the costs reasonably expected to be incurred by the Association as a result of following up such delinquency, and the effectiveness of such late charge in assuring prompt and timely payment of Assessments. The liens in favor of the Association shall secure the amount of the Assessment, all interest accruing thereon, late charges and all costs incident to the collection thereof including a reasonable attorney's fee, whether enforced by suit or otherwise and, if by suit, whether at trial or any appellate level, and including fees for paralegals. The Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the Assessment as to which they apply. Such late charges, interest, costs and fees shall be collectively referred to as "Delinquency Charges."

5.14. Remedies of Association Upon Non-Payment. If any Assessment or installment thereof is not paid by the due date specified by the Board, then such Assessment (including the full amount of any such Assessment accelerated by the Board in accordance with the By-Laws) shall be delinquent and shall, together with Delinquency Charges with respect thereto, be a continuing lien on the Lot against which such Assessment was levied, binding the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. Prior to bringing an action for foreclosure of a lien, the Association shall record a "Notice of Lien" among the Public Records unless in the opinion of the Board, recording such notice is contrary to or prohibited by any then existing court order, statute or rule. A copy of such notice, whether recorded or not, shall be sent to the then Owner by United States mail, either certified or registered, return receipt requested at the Owner's address on the Association's records. Failure of the Association to obtain a receipt shall not prevent enforcement of a lien. If such Assessments, together with Delinquency Charges with respect thereto, are not paid in full within thirty (30) days after the date such notice is deposited in the United States mails, then thereafter the Association may institute suit to foreclose its lien. The recorded notice shall secure not only the Assessments and Delinquency Charges reflected therein, but all unpaid Assessments and Delinquency Charges with respect to all such amounts which may accrue subsequent to the recordation of such notice and prior to the entry of a final judgment of foreclosure. The Association may at any time bring an action at law with respect to any Assessments and Delinquency Charges then due and payable but which have not been paid. Upon the timely payment or other satisfaction of all amounts specified in a Notice of Lien and all other Assessments and amounts which have become due and payable with respect to such Lot as to which such notice was recorded, together with Delinquency Charges as may be applicable, the Association shall furnish a release of such notice in recordable form, but shall not be responsible for the cost of recording. In addition to the foregoing remedies, the Association may also suspend

the voting rights of any Member for the nonpayment of regular annual Assessments that are delinquent in excess of ninety (90) days.

5.15. Declarant Assessment.

(a) Notwithstanding any provision of this Declaration, the Articles or By-Laws to the contrary, prior to the Turnover Date Declarant shall not be obligated for nor subject to any Regular Assessment for any Lot that it may own, nor shall it be responsible for any Special Assessment except those to which Declarant shall consent in writing.

(b) In consideration of such exemption, Declarant shall be responsible for paying any cash shortages which result from (1) the Association's Common Expenses otherwise to be funded by Regular and Special Assessments, (excluding any reserves or expenses associated with Special Assessments for compliance, services or improvements), exceeding (2) the amount received or receivable from Owners other than Declarant for such Regular and Special Assessments levied against such Owners or their Lots (the "Deficiency"). Notwithstanding the foregoing, the Association shall employ a fiscal management program designed to minimize the amount of any such Deficiency, including, without limitation, the deferral of expenses, to the extent reasonably possible. In addition, the Declarant shall loan to the Association such amounts as may be required by the Association to pay the Common Expenses not produced by Assessments actually received by the Association and the amount of the Deficiency paid by the Declarant. Such loans are intended to assist the Association in managing cash and provide short term borrowing to offset uncollected Assessments. The amount so loaned by the Declarant, together with interest at the rate then charged on delinquent assessments shall be repaid to the Declarant as funds are available to the Association, but in no event later than the Turnover Date.

(c) Declarant may at any time give written notice to the Association that it is withdrawing its obligation to fund the Deficiency, effective not sooner than sixty (60) days after such notice, whereupon Declarant shall waive its right to total exemption from Regular and Special Assessments. Sixty (60) days after the giving of such notice or sixty (60) days after the Turnover Date, whichever first occurs, each Lot owned by Declarant shall thereafter be assessed at 100% of the Regular and Special Assessment level established for Lots owned by Regular Members; provided, however, Declarant shall continue not to be responsible for any reserves or Special Assessments for compliance, services, fines or improvements not consented to in writing by Declarant. All such Assessments shall be prorated for the remaining months of the then current fiscal year, if applicable. Upon transfer of title of a Lot owned by Declarant, the Lot shall then be assessed in the amount otherwise established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the month following the date of transfer of title.

(d) Notwithstanding the foregoing, any Lots from which the Declarant derives rental income as a completed housing unit or as to which Declarant has a completed housing unit with a certificate of occupancy subject to possession by one holding a contractual right to purchase, shall be liable for Assessments with

respect thereto in the same manner as any Regular Member, prorated to the date when both such possession and contractual interest have been created. In addition, Lots owned by Declarant upon which Declarant has constructed a "model" home will be subject to Assessments from the date that the certificate of occupancy is issued for the completed "model" home constructed by Declarant.

5.16. Capital Contribution. There shall be a one time contribution (the "Capital Contribution") payable to the Association by each Owner who purchases a Lot from Declarant. The Capital Contribution shall be in the amount equal to the then-current annual regular assessment for a Lot. The Capital Contribution shall be established as of and paid at the time legal title to a Lot is conveyed by Declarant to such Owner. Capital Contributions shall be expended solely for regular Common Expenses. Capital Contributions are not advance payments of Assessments and shall not affect the liability of an Owner or a Lot for Assessments.

ARTICLE 6 DUTIES AND POWERS OF ASSOCIATION

6.01. General Duties and Powers. In addition to the duties and powers enumerated herein and under the Articles and By-Laws, and without limiting the generality thereof, the Association shall:

- (a) enforce this Declaration, the Articles, By-Laws and rules and regulations adopted pursuant thereto by appropriate means and carry out the duties and authority of the Association hereunder;
- (b) maintain, regulate and otherwise manage and operate the Common Property;
- (c) pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners;
- (d) obtain all required utility and other services associated with the carrying out of the Association's responsibilities hereunder;
- (e) contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable to further the purposes of and protect the interests of the Association and its Members;
- (f) have the power of entry upon any Lot reasonably necessary in connection with the carrying out of Association responsibilities hereunder;
- (g) have the power to acquire, accept, maintain, repair, improve and replace Common Property;
- (h) have the power to negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by Special Assessment for services;

- (i) have the power and duty to maintain architectural control with respect to the Subdivision in accordance herewith.

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

ARTICLE 7 REPAIR AND MAINTENANCE

7.01. By the Association. Except as otherwise expressly provided, the Association shall be responsible for the maintenance, repair and replacement of the Common Property including, but not limited to, the continuous maintenance of all drainage swales and other stormwater management and drainage system facilities, areas, and installations. The expense of the foregoing and the maintenance, repair, and replacement of the Common Property in general will be a Common Expense; provided, however, that if an item of maintenance, repair or replacement is a result of any intentional or negligent act of an Owner, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Lot for reimbursement as a Special Assessment hereunder.

7.02. By Owner. Each Owner shall be responsible for the maintenance, repair and replacement of his Lot and all improvements thereto. In addition, commencing upon the date each Owner is issued the certificate of occupancy for his completed residence on his Lot, each Owner shall routinely maintain any sodded or landscaped areas adjacent to his Lot from the platted Lot lines up to the curb(s) or edge(s) of right-of-way pavement and/or exterior Subdivision boundaries (the "Adjacent Areas"), excluding fences, walls, signs, or other structures common to the Subdivision installed by Declarant or the Association, which shall be the responsibility of the Association to maintain. The maintenance of such Adjacent Areas by each Owner shall at all times be subject to the rights and duties of Declarant and the Association to regulate, manage, modify, improve and control said Adjacent Areas as set forth in this Declaration, including the right to take over the foregoing maintenance responsibilities and discontinue Owner maintenance at any time.

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

7.03. Maintenance Standards. The Board may from time to time adopt and promulgate maintenance standards for the Subdivision, so long as such standards are reasonable and not contrary to the provisions of this Declaration.

7.04. Right of Association to Maintain. If an Owner has failed to maintain or repair his Lot or the improvements thereon as required by this Declaration, then after notice as herein provided the Association may perform such maintenance and make such repairs that the Owner has failed to perform and make. All costs of maintenance and repairs shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected, such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

- (a) Upon finding by the Board of a deficiency in maintenance, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to correct the deficiency.
- (b) If the Owner does not correct such deficiency within twenty (20) days of receipt of such notice, then thereafter the Board may give notice of the Board's intention that the Association shall perform such maintenance or repairs.
- (c) Thereafter the Association may effect such maintenance and repair.
- (d) All such maintenance and repair by the Association, other than emergency repairs, shall take place only during daylight hours on weekdays, excluding holidays.

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

ARTICLE 8

INSURANCE AND RECONSTRUCTION

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

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

8.03. Destruction of Improvements.

- (a) If any dwelling structure upon a Lot shall be substantially damaged or destroyed, the Owner thereof shall repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such work shall require Architectural Review as provided herein.
- (b) Notwithstanding damage to or destruction of improvements to a Lot, the Owner of such Lot shall remain liable to the Association for all Assessments in connection with such Lot, even though such Lot may not be fit for occupancy or habitation and even though such improvements are not reconstructed.
- (c) Within a reasonable time after such casualty, the Lot Owner shall remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be addressed and neutralized immediately. Debris shall be removed from the Lot no later than thirty (30) days after the date of the casualty.
- (d) Within thirty (30) days of the date of the casualty, the Owner of the affected Lot shall notify the Board in writing of the intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval by the ARC as herein defined in Section 9.02, and prosecute same to completion. If for any reason the Owner of the affected Lot does not notify, initiate Architectural Review, commence, diligently pursue or complete such building or reconstruction within the time limits established herein, then such Owner shall be deemed to have elected not to rebuild, and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of an election not to rebuild.
- (e) If an Owner elects or is deemed to have elected not to rebuild the improvements so damaged or destroyed, then such Owner shall have the duty, at his expense, to remove all portions of the improvements remaining, including the slab and foundation, but excluding underground utility lines which shall be secured. The Owner shall supply fill and install sod so that the Lot shall give the appearance of a landscaped open space. Such work shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.
- (f) If an Owner fails to comply with any of the requirements of Sections 8.02 and 8.03, then the Association may perform such acts as are of the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged and assessed against the Lot and its Owner as a Special Assessment.
- (g) Upon written application of an Owner, any of the time periods set forth in this Section may be extended by the Board for good cause.
- (h) The duties of the Association hereunder shall be performed by the Board.

ARTICLE 9 AUTHORIZED BUILDER AND ARCHITECTURAL REVIEW

9.01. Authorized Builder. In order to assure that the improvements within the Subdivision will be constructed with the level of quality and consistency desired by the Declarant, no improvements may be constructed on any Lot within the Subdivision by any builder or contractor other than Neal Communities of Southwest Florida, Inc., (the "Authorized Builder"). Declarant may designate additional Authorized Builders in Declarant's sole discretion, but Declarant shall have no obligation to do so.

9.02. Architectural Review Committee. There is hereby established an Architectural Review Committee (the "ARC"). The ARC shall use its best efforts to promote and insure a high level of design, quality, harmony and appearance throughout the Subdivision consistent with this Declaration. Prior to the Turnover Date, unless the Declarant shall otherwise specify in writing, the Declarant shall constitute the ARC, and may approve Plans and Submissions, as defined in Section 9.05, or take other actions on behalf of the ARC in Declarant's own name or in the name of the ARC. After the Turnover Date or earlier determination by Declarant no longer to serve as the ARC, the ARC shall be composed of at least three (3) individuals appointed by the Board, each of whom shall be an Owner. The ARC shall act by simple majority vote. In the event of the death, resignation or other removal of any Board appointed member of the ARC, the Board shall appoint a successor. No member of the ARC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration. Members of the ARC shall serve terms established by the Board, and may be removed with or without cause.

9.03. Architectural Standards. The ARC may, from time to time, adopt and modify design and development standards for the Subdivision (the "Standards"). The Standards may include, but are not necessarily limited to standards for (a) architectural design of improvements to be constructed upon a Lot; (b) fences, walls and similar structures; (c) exterior building materials and colors; (d) exterior lighting; (e) lawn and landscaping materials and minimum requirements; (f) setback, height, bulk and design criteria; (g) design, materials and colors for drives and walks; and other matters assigned to the ARC by this Declaration, or the Board. The Standards shall be deemed to include any mandatory architectural requirements, prohibitions and guidelines contained in this Declaration.

9.04. Approval Required. Architectural Review and the written approval of the ARC shall be required for the construction, restoration, reconstruction or expansion of any improvement upon a Lot; for any reasonably visible exterior alteration or modification to an existing improvement on a Lot; for any maintenance or repair of an improvement to a Lot which will result in the application or use of materials of a different type, color or quality than those in use prior to this maintenance or repair; for any landscaping or material change or addition to the landscaping or lawn of any Lot, other than for plantings within a substantially enclosed courtyard area; and for the construction, installation, restoration, reconstruction, enlargement or alteration of any fence, wall, tennis court, screen enclosure, pool, patio, utility line, solar energy device, decorative structure, outbuilding or other installation, device, equipment or structure which will alter the appearance of the Lot or existing improvements located thereon when viewed from adjacent Lots, the adjacent street or in any other instance where architectural review is required under this Declaration (collectively, the "Improvements"). Anything contained herein to the contrary notwithstanding, all such improvements, alterations, installations, facilities and applications made by the Declarant as part of the original construction, improvement,

development and sale of the Subdivision, including, without limitation, the construction of homes by Declarant, whether made before or after turnover of control of the Association, shall not require architectural review nor approval of the ARC.

9.05. Procedure. In order to obtain the approval of the ARC for any proposed Improvements, there shall be submitted to the ARC a written application for approval and at least one (1) complete set of plans and specifications for the proposed Improvements (the "Plans"). The Plans shall include, as appropriate to the proposed Improvements, (a) a site plan for the Lot showing location and dimensions of all proposed and existing structures, pavement and landscaping to be installed or removed; (b) complete floor plans and exterior elevations of all proposed structures, drawn to scale and reflecting the number of square feet within air conditioned living areas and other areas; (c) specification of all materials to be used, including type, color and nature; (d) specification of plant and other materials proposed for landscaping; (e) location, dimension, description and specifications for any other proposed Improvements; and (f) samples of material and proposed colors for external application. The ARC may also require the submission of additional information and materials as may be reasonably required by the ARC to evaluate the proposed Improvements (the "Submissions").

The ARC may waive formalities in the approval process, and may waive specific requirements if it deems the Plans and Submissions submitted provide the information reasonably necessary for ARC review. The ARC shall review and evaluate all applications and either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration and the Standards, if applicable. To the extent practical, the ARC shall indicate as part of any disapproval, the general or type of changes necessary in the submittal in order to achieve approval. The ARC may specify conditional approval, setting forth written stipulations for changes required for approval. If the applicant accepts such stipulations, the proposal shall be deemed approved, subject to the stipulations.

No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring ARC approval shall be commenced and completed without Architectural Review and approval by the ARC, or at variance with approved plans and specifications, then such construction or other improvements may at any time thereafter be required to be removed or altered to comply with such Plans and Submissions as may be approved by the ARC. Nothing shall prevent an Owner from making application to the ARC for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC has acted. The ARC shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

9.06. Routine Matters. In instances in which ARC has established standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, an Owner may comply with such standards without the necessity of submitting an application to or obtaining formal approval of the ARC.

9.07. Scope of Review. The ARC shall review and approve or disapprove all Plans and Submissions solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography, structures and the overall benefit or

detriment which would result to the immediate vicinity and to the Subdivision as a whole, and any other factors deemed relevant to the review by the ARC in its opinion, reasonably exercised. The ARC shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval of any design or plan from the standpoint of structural safety or conformance with building or other codes.

9.08. Miscellaneous Provisions. The ARC may adopt reasonable rules and regulations for the conduct of its authority, and the Board may establish reasonable fees for architectural review. The Association shall maintain records of all Architectural Review proceedings, and shall furnish a certificate in recordable form upon the request of any Owner verifying the compliance or non-compliance of such Owner and his Lot with the architectural review provisions of this Declaration.

9.09. Mandatory Tree Planting and Maintenance. The Owner of each Lot shall be responsible for the planting and maintenance of replacement trees on such Lot as required by Manatee County pursuant to final site plan approval for Wisteria Park. Such approval requires that each Lot Owner plant an average one ten foot (10') canopy tree for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way, with the additional requirements that (i) trees shall be planted within the first twenty (20) feet of the front yard, but not within a public or private utilities easement, and not closer together than twenty five (25) feet unless a decorative grouping or alternative method is chosen and approved by Manatee County; (ii) trees must meet applicable requirements of Sections 715.3.4 and 715.4B of the Manatee County Land Development Code; (iii) existing native trees should be used to fulfill the requirements of this paragraph whenever they meet the spacing and size requirements hereof, and no certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this paragraph have been satisfied. ARC approval as required by this Article 9 shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the replacement tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the replacement trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County, Florida. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. If an Owner has failed to comply with the requirements of this Section 9.09, then after notice and compliance with the procedural requirements of Section 7.04, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense.

ARTICLE 10 USE RESTRICTIONS

The following protective restrictions, limitations, conditions and agreements are hereby imposed upon the Subdivision and shall apply to all Owners and their tenants and their respective guests, families, invitees, agents, employees, contractors, licensees and all other persons occupying such Lots or in actual or constructive possession or control thereof.

10.01. Residential Use. No Lot shall be used for other than detached single family residential purposes and in accordance with the Code and other applicable zoning and governmental land use regulations and this Declaration.

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BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

10.02. Height Limitation. No dwelling house or other building shall be more than two (2) stories in height, nor more than thirty five (35) feet above the grade of the crown of the street upon which the Lot fronts.

10.03. Garages and Outbuildings. All garages shall be private garages with a capacity for at least two (2) and no more than three (3) passenger vehicles.

10.04. Setbacks. All structures shall be so located upon a Lot so as to comply with the setback requirements of the Code. The ARC may require a greater, or approve a lesser, setback if it finds that under the specific circumstances such alteration is reasonable and appropriate and will result in a Lot developed and used in an appropriate manner not detrimental to surrounding properties; provided, however, that the approval by the ARC of a reduced setback shall not affect the obligation of the Owner of a Lot to comply with the Code.

10.05. Recreational Vehicles. No trailer, camper, motor home, boat, boat trailer, canoe or motorcycle shall be permitted to remain upon a Lot unless within an enclosed garage or carport, other than for temporary parking, unless prior approval has been granted by the ARC. Temporary parking shall mean the parking of such vehicles belonging to or being used by Owners or their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved driveways. The ARC may approve special storage arrangements for such vehicles, imposing such locational, time and other conditions as it may determine.

10.06. Other Vehicles. No trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to occupants of Lots, or being used by occupants of Lots for loading and unloading purposes only. This provision applies to trucks and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners or other appropriate occupants of a Lot having a van or pick up truck for personal transportation purposes only, and not for commercial use, may park such vehicle on the driveway of their Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

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

10.08. Antennae and Masts. No television, radio or other electronic or communications antenna, mast, dish, disk or other similar device for sending or receiving television, radio or other communication signals shall be permitted upon any Lot or improvement thereto, except in conformance with uniform rules and standards established by the ARC. No such device is permitted under any circumstances if it sends, contributes to or creates interference with any radio, television or other communication reception or interferes with the operation of other visual or sound equipment located within any part of the Subdivision.

10.09. Miscellaneous Visual Restrictions.

(a) No clothes lines or clothes poles shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ARC shall be required to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed.

(b) Garage doors shall be kept in a closed position when not in use for ingress and egress.

(c) All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ARC so that they shall be substantially concealed or hidden from any eye-level view from any street, adjacent property, or Common Property. No window or wall air conditioning units shall be permitted on any Lot.

(d) The personal property of any resident shall be kept inside the residence dwelling, or a fenced or walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition.

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

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

10.10. Fences. No fence of any kind shall be erected or maintained upon any Lot until the plans and specifications therefor have been approved in writing by the ARC.

10.11. Yards and Drives. Yards shall be sodded with natural grass at the time of original construction of improvements, and lawns shall thereafter be maintained in good condition and replaced as may be necessary. Gravel or stone yards are prohibited. All

driveways, walks and parking areas shall be approved by the ARC, must be constructed of concrete, Stampcrete or Bomanite, or other comparable material approved by the ARC. Poly-pebbled driveways are prohibited.

10.12. Environmental Provisions.

(a) No tree within the Subdivision of a diameter of four inches or more measured at the height of four feet above grade shall be removed, unless the removal of same is necessary for the erection and maintenance of structures and outbuildings permitted hereby, or driveways or walkways providing access thereto, unless such tree is diseased, except with the consent of the ARC.

(b). **Compliance with SWFWMD.** Each Owner is hereby notified that the Initial Property within the Subdivision is subject to the requirements of Surface Water Management Permit(s) issued by the Southwest Florida Water Management District. Each property Owner within the subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surfacewater management system, pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD or District). No construction activities may be conducted relative to any portion of the surface water management system facilities without the prior approval of the Association and SWFWMD pursuant to Chapter 40D-4, F.A.C. Prohibited activities include, but are not limited to: the removal of littoral shelf vegetation (including cattails) from wet detention ponds, digging or excavation; depositing fill, debris or any other material or item; constructing or altering and water control structure; or any other construction to modify the surface water management system facilities. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. The District shall have the right to take enforcement actions to enforce the terms hereof and Chapter 40D-4, F.A.C., including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. In the event the Association is dissolved or otherwise fails to maintain the surface water management system facilities in accordance with the applicable permits and regulations, the District, upon reasonable notice and hearing, may enter the Common Property for the purpose of maintaining same. The cost of such maintenance by the District shall be assessed pro-ratedly against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefor from the District, and if unpaid at the end of such period shall become a lien on the Lots. Alternatively, at the option of the District, and subject to the limitations provided for herein, if the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the surfacewater management system facilities in accordance with the requirements of the Environmental Resource Permit unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h, District Basis of Review. Notwithstanding any other provision in this

Declaration to the contrary, neither this Section nor any provision of this Declaration affecting the surfacewater management system facilities or the operation and maintenance of the surfacewater management system facilities may be amended without the prior written consent of SWFWMD.

(c) Sedimentation and erosion control measures will be in compliance with Section 217 of the Manatee County Land Development Code. To prevent sedimentary runoff during construction, staked hay bales, staked silt screens or inlet debris control screens are to be placed at storm inlets, outfall locations and adjacent property lines as required prior to any construction activities. The contractor is responsible for maintaining the sedimentation barriers in a working manner for the duration of construction and should be checked daily. Siltation accumulations greater than the lesser of 12 inches or one-half of the depth of the sedimentation barrier shall be immediately removed and replaced in upland areas, in addition to specified erosion control locations, the contractor shall perform daily site inspections for potential erosion problems. If problems occur, the contractor is responsible for installing appropriate erosion control immediately. The contractor is responsible for removing temporary erosion control devices following completion of all construction and final stabilization

(d) The Association shall and maintain the surface water management system for the Subdivision (including littoral zone planting, maintenance of littoral zone vegetation, removal of exotic and nuisance species from littoral zones and wetlands mitigation areas, any periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of Manatee County, SWFWMD, and other governmental authorities with jurisdiction over the Subdivision property.

(e) The Association shall provide all stormwater, hydroperiod, wetland mitigation, littoral zone planting, and wetland planted buffer monitoring data collection and reporting required by Manatee County, SWFWMD, or other governmental authorities with jurisdiction over the Subdivision property.

(f) Nothing set forth herein this Article or the Declaration shall be construed to abrogate the Association's responsibility hereunder to operate and maintain the surface water management system of the Association in compliance with all applicable regulations of Manatee County, SWFWMD, and other governmental authorities with jurisdiction over the Subdivision property.

10.13. Swimming Pools. No above-ground swimming pools are permitted within the Subdivision. This provision does not prohibit hot tubs, therapy pools or hydro-spas when they are incorporated into improvements and approved by the ARC. The ARC may approve pools incorporated into improvements even though such pools may be above grade. All pools shall be enclosed and constructed to apply with applicable regulations and standards of

governments having jurisdiction. All pools, enclosures, screening and caging shall be subject to Architectural Review.

10.14. Utility Easements. Easements for installation, maintenance, repair and replacement of utilities and drainage facilities are reserved and established as reflected on the recorded Plat of the Subdivision. Within those easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction, obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained by the Owner thereof except for those improvements and facilities for which the Association or a public authority or utility company is responsible.

10.15. Minimum Floor Area. No single family residential structure shall be constructed within the Subdivision having fewer than sixteen hundred (1,600) square feet of air conditioned living area.

10.16. Mandatory Lot Irrigation System. Each Lot shall be required by the ARC to have an automated lawn irrigation system with automated timers (the "Lot Irrigation System"). Such system shall be connected to the Central Irrigation System of the Subdivision and shall be further subject to the terms and conditions of the Stormwater Easement License and Reimbursement Agreement attached hereto as Exhibit "T", and incorporated herein. The Lot Irrigation System shall be installed and connected to the Central Irrigation System at the time of original construction of Lot improvements at the cost and expense of the Owner of such Lot. The design and specification of materials used for the Lot Irrigation System and its connection to the Central Irrigation System for each particular Lot shall be as specified and approved by the ARC. In order to ensure the efficient operation of the Central Irrigation System and the individual Lot Irrigation Systems, the timer settings for each individual Lot Irrigation System shall be set in accordance with a watering schedule as established by the ARC or the Association, which schedule shall be adjusted by the ARC or the Association as they deem proper. If the water for individual Lot irrigation is supplied by the Association, the Association shall have the right to assess each Lot Owner for water supplied by the Association to each Lot Owner's Lot. Such assessment may be included as part of the Regular Assessments or as a Supplementary Assessment. The respective obligations for maintenance, repair and replacement of the Central Irrigation System and the Lot Irrigation Systems shall be as follows:

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

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

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

10.18. Prohibition Against Further Subdivision. The Lots shall not be further subdivided, but such prohibition shall not prevent the conveyance of portions of a Lot to the Owner of an adjacent Lot to the end that platted Lot lines may be reconfigured. Upon any such conveyance, the parcel so created shall be deemed a "Lot" subject to the provisions hereof, as though originally platted as such; provided, however, that at no time shall the aggregate of all such conveyances as they may pertain to any platted Lot result in a revised and reconfigured tract with land area deviating more than ten (10%) percent from the land area of such Lot as originally platted. Where said Lots are combined and reconfigured as set forth herein, the side lot line of the newly configured Lot shall carry a five (5) foot Lot Line Easement, as set forth and reserved on the Plat, for the purpose of accommodating surface and underground utilities and drainage; and further provided, the Owner of the reconfigured Lot shall be solely responsible for reimbursement to the utility for any and all costs of relocating any existing facilities affected by the reconfiguration of the Lot. The provisions of this Section shall not apply to the Declarant, and the Declarant reserves the right to replat any one or more Lots to create a modified Lot or Lots, and to convey Lots with reconfigured boundaries shown on a plat and any such tract as so bounded and conveyed by the Declarant shall be deemed a Lot as though originally platted.

10.19. Conservation Easements. The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Conservation Easements without the prior consent of Manatee County:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- (b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- (c) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- (d) Removal, mowing, or trimming of trees, shrubs or other vegetation.
- (e) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.

(f) Surface use except for purposes that permit the land or water areas to remain in its natural condition.

(g) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(h) Acts or uses detrimental to such retention of land or water areas.

(i) Application of fertilizers, pesticides, or herbicides

10.20 Signs. The size and design of all signs located on a Lot shall be subject to the approval of the ARC. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

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

(b) Declarant, its successors and assigns, may display signs in connection with development and sale of the Subdivision;

(c) One "For Sale" or "For Lease" sign of not more than six (6) square feet, being not wider than three (3) feet nor higher than three (3) feet, may be displayed on a Lot by the owner or the agent for the Owner thereof. A "For Sale" or "For Lease" sign, as furnished by a real estate agent is permissible without ARC review. However, a "For Sale by Owner" or "For Lease by Owner" sign shall be of the style, size, color, configuration and manner of placement as specified by the ARC.; and

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

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

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

10.23 Sales Office of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant may construct and maintain a sales office, together with a sign or signs relating thereto, on Lots or a Lot of its choosing until such time as all of the Lots have been sold by Declarant. Declarant's sales office shall not be required to undergo architectural review. Declarant may maintain a garage sales office consisting of a garage with

french doors facing the street, or such other sales office as Declarant deems appropriate in Declarant's sole discretion. In addition, Declarant may place sales and other promotional signs on the entrances and Common Property as Declarant may choose, until such time as all of the Lots have been sold by Declarant.

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

10.25 Easements. A ten (10) foot minimum utility easement will be located along all front lines. Additional easements are referenced on the recorded Plat.

10.26 Elevations. All proposed building finished floor elevations are to be a minimum of eighteen (18) inches above the crown of the adjacent roadway or if within the 100-year flood plain, a minimum of one (1) foot above the 100-year flood elevation and comply with all other FEMA requirements. Any encroachment of the 100-year flood plain or flood way shall be mitigated in accordance with FEMA and Manatee County standards.

10.27 Docks. No single family boat docks, observation pier(s), common boat dock or boat ramps are permitted within this development.

ARTICLE 11 COMPLIANCE WITH CODE

The following provisions are mandated by the Code and are applicable to the Subdivision.

11.01. Alternate Maintenance by County. In the event the Association fails to maintain the Common Property in reasonable order and condition in accordance with applicable governmental approvals, the provisions of the Code allow for the County, upon specified notice and hearing, to enter the Common Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefor from the County, and if unpaid at the end of such period shall become a lien on the Lots.

11.02. Further Disposition of Open Space. With respect to such portions of the Common Property or any interest therein that may be deemed required common open space under applicable governmental regulations, subsequent to the conveyance to the Association, there shall be no further disposition of such Common Property that is real property by sale, dissolution of the Association or otherwise, except to an organization conceived and organized to own and maintain such property without first offering to dedicate the same to the County or other appropriate governmental agency.

11.03. Disturbance of Common Property. No portion of the Common Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of both the Association

and the director of the County Planning, Permitting and Inspection Department, or such successor agency as may assume the duties of that department.

11.04. Right of Entry by County. A right of entry upon the Common Property is hereby granted to the County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel, and firefighting personnel, and to governmental suppliers of utilities, while in pursuit of their duties. The right of entry will be governed by a Right of Entry and Compliance with Manatee County Land Development Code Agreement, attached hereto as Exhibit F.

11.05. Compliance with Law. Notwithstanding any other provision of this Declaration to the contrary, there shall be no violation of federal, state or local law permitted within the Subdivision.

11.06. Required Materials. The Code mandates certain documents be submitted to the planning director of the County, which documents must be reviewed and approved by the planning director and, once approved, said documents must be recorded as part of the documentation for the Subdivision. The following described documents have been submitted, reviewed and approved by the planning director in accordance with the Code, and are attached hereto as exhibits in compliance with the Code.

(a) Attached hereto as Exhibit B is a Fiscal Program for the Association for a period of ten (10) years. The Fiscal Program reflects reserve funds estimated to be adequate for the maintenance and care of the Common Property, including all lands, streets, facilities and uses under the purview of the Association and to be maintained by the Association. The Fiscal Program is in part based upon the assumption that the Association will follow the maintenance program described below.

(b) There is attached hereto as Exhibit C a Maintenance Program providing a recommended program for the maintenance of all major facilities to be maintained by the Association, including the Landscape Buffers and Open Spaces.

(c) There is attached hereto as Exhibit D a proposed Notice to Buyer that will be given to prospective buyers regarding the flood zone determinations, organization of the Association, Assessments and the Fiscal Program.

(d) There is attached hereto as Exhibit E a List of Holdings of the Association, reflecting a listing of all lands, buildings, equipment, facilities and other holdings of the Association, as proposed.

(e) There is attached hereto as Exhibit I a Stormwater Easement License and Reimbursement Agreement providing for the installation of the Central Irrigation System establishing licenses and easements for the operation of the Central Irrigation System and setting forth the rights and obligations of the parties relating thereto.

11.07. Limitation. The Maintenance Program and Fiscal Program are estimates only prepared by the Declarant based upon its experience, and reviewed and approved by the planning director of the County. The actual Maintenance Program will be as determined by the

Association in accordance with this Declaration and the actual budget and amount of Assessments will be as determined by the Association in accordance with this Declaration. All amounts reflected on the Fiscal Program are estimates only, based on currently anticipated costs without taking into consideration the fluctuating purchasing power of the United States dollar. Such amounts can reasonably be expected to fluctuate with time, the economy, market conditions and in response to actual (as opposed to estimated or assumed) experience, unexpected circumstances, and specific services and levels of service determined by the Association. There is no guarantee, representation or warranty, either express or implied, by either the Declarant or the County of the figures contained in the Fiscal Program, nor is the Maintenance Program represented or warranted as representative of the actual maintenance that will be required. No one to whom the precision of these figures or programs is of any consequence should enter a purchase agreement to acquire a Lot in the Subdivision except with a full understanding of the purpose and nature of such materials.

11.08. Limitation on Amendment. Notwithstanding any other provision in this Declaration to the contrary, neither this Article 11 nor any provision of this Declaration affecting this Article 11 may be amended without the written consent of the County.

ARTICLE 12 GENERAL PROVISIONS

12.01. Enforcement. The Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessments and Assessment liens the Association, on determination of the Board, shall have the exclusive right to the enforcement thereof. Provided further, no enforcement proceedings may be maintained by the Owners of fewer than five (5) Lots. Failure of the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.02. Severability. Invalidation of any part of this Declaration by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

12.03. Covenants. The covenants, conditions, restrictions, easements and terms of this Declaration shall run with the land, bind all the property subject hereto and inure to the benefit of and be enforceable as provided above, for a term of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds of the Lots and institutional mortgagees holding first mortgages encumbering two-thirds of all Lots encumbered by first mortgages and held by institutional mortgagees has been recorded at least one (1) year prior to end of any such period, agreeing to terminate this Declaration. In such event, this Declaration shall be terminated upon the expiration of the fifty (50) year term or applicable ten (10) year extension during which such instrument was recorded.

12.04. Construction. This Declaration shall be liberally construed to give effect to its purpose of creating a plan for a high quality single family residential community and for the maintenance of the Common Property and those portions of the Lots herein required to be maintained by the Association. Article and section headings have been inserted for convenience

only and shall not be considered in interpretation or construction of the document. This Declaration shall be construed under the laws of Florida, and shall not be construed more strongly against any party regardless of the extent to which any party may have participated in the drafting of the Declaration or any amendment thereto. Whenever the context of this Declaration, the Articles or By-Laws require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

12.05. Approval of Association Lawsuits. Notwithstanding anything herein contained to the contrary, the Association shall be required to obtain the approval of the Owners of three-fourths of all of the Lots at a duly called meeting of the Members at which a quorum is present, prior to the payment of legal or other fees or costs to persons or entities engaged by the Association for the purpose of suing or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) The collection of Assessments and foreclosure of liens for Assessments;
- (b) The collection of other charges which Owners are obligated to pay pursuant to this Declaration, the Articles or By - Laws;
- (c) The enforcement of other provisions contained in this Declaration;
- (d) In an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Property or to the Owner(s) (the eminent expiration of a statute of limitation shall not be deemed an emergency obviating the need for the requisite vote);
- (e) Filing a compulsory counter claim; or,
- (f) Actions brought by the Association against the Declarant.

12.06. Amendment. This Declaration may be amended only in accordance with this Section.

(a) Prior to the Turnover Date, Declarant reserves the right to amend this Declaration, the Articles and Bylaws in any manner whatsoever, without the requirement of Association consent or the consent of any Owner or the mortgagee of any Lot, so long as such amendments do not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property. The right of Declarant to amend as herein set forth shall pertain, anything else contained herein to the contrary notwithstanding.

(b) This Declaration may be amended at any time by the affirmative vote of Members owning two-thirds (2/3) of all Lots in the Subdivision together with the approval or ratification of a majority of the entire Board. Provided, however, that at any time by a majority vote of the Members of the Association, this Declaration may be amended where necessary to comply with regulations of the Veterans' Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or

other similar governmental agency. Provided further, no amendment shall be made that is in conflict with Section 11.08 or Section 12.08, and any amendment to Section 12.05 shall require the approval of the Owners of eighty percent (80%) of all Lots in the Subdivision. Anything contained in this Subsection to the contrary notwithstanding, no amendment adopted by the Members pursuant hereto shall be effective prior to the Turnover Date, except with the written consent of the Declarant.

(c) Any amendment approved by the Owners pursuant to this Section shall be approved at an annual, regular or special meeting called for that purpose, pursuant to written notice setting forth the proposed amendment or a summary of the changes to be effected thereby, such notice to be given within the time and in the manner provided for in the Bylaws. In lieu of voting at an annual, regular or special meeting as herein provided, amendments may be approved in writing executed by the requisite number of Owners and directors.

(d) After the Turnover Date, this Section may only be amended by the affirmative vote of the Owners of not less than eighty percent (80%) of all Lots in the Subdivision.

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

12.08. Declarant Provisions.

(a) Declarant for itself, and its designees, further reserves the right to erect temporary structures for use in its development business and otherwise to establish and use any part of the Initial Property covered hereby for the development, construction, marketing, promotion and sale of Lots and improvements thereto. So long as Declarant owns any Lot of record, it may establish licenses, reservations, easements and rights-of-way in favor of itself, suppliers of utility and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of the Subdivision. In any instance where a structure has been erected upon a Lot, or the construction thereof is substantially advanced in a manner that violates the restrictions of this Declaration or in such a manner that same encroaches on any Lot line, easement area or setback, Declarant reserves the right to release the Lot from the restriction and to grant an exception to permit the encroachment by the structure so long as Declarant, in the exercise of its sole discretion, determines that the release, waiver or exception will not materially and adversely affect the health, safety and welfare of present and future Owners, the value of adjacent Lots and the appearance of the Subdivision. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and/or common facilities and shall be entitled to all income derived therefrom.

(b) Declarant, for itself and its designees and assignees, reserves the exclusive ownership of, and right to control the use of all of the waters (surface and sub-surface) within the Initial Property subject to this Declaration, including, without

limitation, water located beneath the surface of the land, and water located in or existing from time to time within any drainage, retention or stormwater ponds or lakes located on the Initial Property subject to this Declaration. No Owner may pump or otherwise remove any water from any pond, lake or stormwater retention area, or from underground sources at any time for any purpose. No use of the water may be made by the Association, any Lot Owner, or any other person or entity without Declarant's prior written consent, which consent may be withheld for any reason deemed sufficient by Declarant. Without limiting the foregoing, Declarant shall have the right, in its sole discretion, to: (a) grant nonexclusive licenses to other persons or entities to use the waters from the Subdivision for the benefit of other properties, whether or not located within the Subdivision, and in connection therewith, to install electrical panels, wells, pumps and irrigation equipment to be used therefor; (b) grant nonexclusive licenses to other persons or entities for the retention of stormwater within the drainage, retention or stormwater ponds located on the Initial Property for the benefit of other properties, whether or not located within the Subdivision; and (c) increase or decrease the water level of the lakes or elements within the surfacewater management system of the Subdivision from time to time by any means, including the installation, control, and use of: drainage control devices and apparatus; additional lakes, ponds, swales, culverts, inlets, and outfalls; wells and pumps; and reclaimed water and related facilities. The grant by Declarant of additional licenses, if any, concerning the use of the waters within the Subdivision shall be on such terms and conditions as Declarant may approve, in its sole discretion. The right of Declarant to grant additional licenses shall not be construed as an obligation to do so. The rights of Declarant set forth herein are for Declarant's sole benefit and may be exercised, waived, released, or assigned, in whole or in part, in Declarant's sole discretion. No person shall have any cause of action against Declarant on account of Declarant's exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

(c) Declarant hereby reserves easements for the benefit of Declarant, its employees, subcontractors, successors, and assigns, in, on, under, through or over the Subdivision Common Property, and the front, side, and rear yards of all Lots within the Subdivision, as may be expedient or necessary for the purpose of installing its equipment, and connecting any water, sewer or effluent water lines within the Subdivision to additional properties, as Declarant determines in its sole discretion. The easements herein described shall be perpetual and at all times inure to the benefit of and be binding upon the undersigned, all of their grantees and respective heirs, successors, personal representatives, and assigns.

(d) The Declarant's retention of ownership of the waters within the Subdivision, and the rights and easements contained herein, and such additional rights and easements as may be established and granted Declarant, shall survive the termination of Declarant's status as a Declarant Member of the Association and Declarant's turnover of control of the Association to the Regular Members, and shall survive the termination of this Declaration for any reason.

(e) In order to provide for an alternative and cost effective supply of water for the irrigation of the Lots and Common Property within the Subdivision, Declarant, its affiliates and/or assigns and the Association may enter into a separate Stormwater Easement License and Reimbursement Agreement, providing for the installation of the Central Irrigation System, establishing licenses and easements for the operation of the Central Irrigation System and setting forth the rights and obligations of the parties

relating thereto. Title to the Initial Property within the Subdivision and each Lot shall be subject to, and the Association and all Lot Owners will be bound by, the provisions of the Stormwater Easement License and Reimbursement Agreement. A copy of the Stormwater Easement License and Reimbursement Agreement is attached hereto as Exhibit I. Notwithstanding the provisions of Section 12.06, there shall be no amendment to this Declaration which shall abridge, impair, prejudice, amend or alter the rights, privileges or priorities of Declarant or any party to the Stormwater Easement License and Reimbursement Agreement without the prior written consent thereto by Declarant or such party.

(f) Notwithstanding the provisions of Section 12.06, there shall be no amendment to this Declaration which shall abridge, impair, prejudice, amend or alter the rights, privileges or priorities of Declarant without the prior written consent thereto by Declarant for so long as Declarant holds at least one (1) Lot for sale in the ordinary course of business.

(g) For so long as Declarant holds at least one (1) Lot for sale in the ordinary course of business Declarant and its nominees shall have the right, at any time, to hold marketing and promotional events within the Common Areas and any common facilities, without any charge for use. Declarant or its nominees, agents, affiliates, or assignees shall have the right to market the Subdivision and Lots in advertisements and other media by making references to the Subdivision, including, but not limited to, pictures or drawings of the Common Areas and common facilities, Lots and completed homes within the Subdivision."

12.09. Assignment by Declarant. Declarant's rights hereunder may be assigned to any successor to all or any part of Declarant's interest in the Subdivision by express assignment incorporated in a deed or by separate instrument, and such developer rights shall inure to any mortgagee of Declarant who acquires title to undeveloped portions of the Subdivision by foreclosure or deed in lieu of foreclosure or to a successor developer acquiring title through foreclosure or from a mortgagee or other person acquiring title through such foreclosure or deed in lieu thereof. Declarant may designate in writing one or more successor developers as to portions of the Subdivision, which instrument shall detail the extent and nature of the rights of Declarant assigned thereby. After any such assignment is recorded among the Public Records, the assignee shall stand in the place of Declarant as fully as if it had originally been the Declarant hereunder to the extent of the assignment described therein. Any mortgage of all or substantially all of the undeveloped portions of the Subdivision executed by Declarant or any successor to Declarant shall be deemed to carry with it a conditional assignment of such Declarant rights unless otherwise specified therein.

12.10. Rights of Mortgagees. The Association shall make available for inspection upon request, during normal business hours and under reasonable circumstances, this Declaration, the Articles, By - Laws and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subdivision. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, such holder, insurer or guarantor (the "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Common Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under this Declaration, including but not limited to, any delinquency in the payments of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

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

12.12 Release from Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants set forth in Articles 10.02, 10.04 or 10.15, either the Declarant or the Board may and each of them shall have the right at any time to release such Lot from such paragraph or paragraphs as are violated, provided, however, that neither the Declarant or the Board shall release a violation or violations of such Article or Articles except as to violations that the party releasing the same shall determine to be minor.

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

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

(a) Notice. The Association shall afford an opportunity for hearing to the Owner, after notice of not less than fourteen (14) days or such longer period as may be required by law. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters constituting the alleged violation. The hearing shall be before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of

the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

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

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

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

(e) Suspensions. In addition to or instead of imposing a fine, the committee, by majority vote, may suspend the rights of the Owner, or the Owner's tenants, guests, or invitees, to use the Common Property for a reasonable period of time.

(f) Nonexclusive Remedies. Fines and/or suspensions shall not be construed as exclusive remedies and shall exist in addition to all other rights and remedies to which the Association may be legally entitled; however, any fine paid by an Owner shall be deducted or offset against any damages that the Association may otherwise be entitled to recover from Owner.

12.15. Notice as to On-Site and Off-Site Activities. ALL OWNERS, OCCUPANTS, AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND OTHERS, WHETHER RELATED OR UNRELATED, MAY FROM TIME TO TIME CONDUCT DEVELOPMENT, CONSTRUCTION, RANCHING, FARMING, AGRICULTURAL, MINING, BLASTING, PLANT OPERATION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL SUBDIVISION, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE PROPERTIES. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES), BLASTING, KEEPING OF LIVE STOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PORTIONS OF THE PROPERTY OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING

ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTIES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTIES.

12.16. Notices and Disclaimers as to Water Bodies, Common Areas, and Other Matters. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, SNAKES, AND OTHER WILDLIFE (AS DEFINED IN ARTICLE 4.07) MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

THE LISTED PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY OF, OR TO PROVIDE SUPERVISORY PERSONNEL FOR ANY LAKE, RECREATION AREA, NATURE AREA OR ANY OTHER COMPONENT OF THE COMMON AREAS OR THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. ANY OWNER OR INDIVIDUAL USING SUCH AREAS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, AND GUESTS, AGREES TO INDEMNIFY AND HOLD THE LISTED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR

LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING FROM SUCH USE.

THE LISTED PARTIES SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PROPERTY OR FOR PERSONAL INJURY OR DEATH ARISING DIRECTLY OR INDIRECTLY FROM ENTRY BY ANY PERSON INTO THE PROPERTIES OR FROM THE CONSEQUENCES ARISING FROM SUCH ENTRY. EVERY OWNER OR INDIVIDUAL SHALL BE RESPONSIBLE FOR THEIR OWN SECURITY AND PERSONAL PROTECTION AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, AND GUESTS, AGREES TO INDEMNIFY AND HOLD THE LISTED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ENTRY BY PERSONS INTO THE PROPERTIES OR FROM THE CONSEQUENCES ARISING FROM SUCH ENTRY.

THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR OR MAKE ANY GUARANTY OR WARRANTY WITH REGARD TO THE INSTALLATION, MAINTENANCE AND OPERATION OF ANY THIRD PARTY EQUIPMENT, FACILITIES, SYSTEMS AND RELATED IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, UTILITY FACILITIES, WATER AND SEWER UTILITY FACILITIES, AND LIFT STATION EQUIPMENT (HEREINAFTER REFERRED TO AS "THIRD PARTY UTILITIES"), EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THE LISTED PARTIES SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PROPERTY OR FOR PERSONAL INJURY OR DEATH ARISING DIRECTLY OR INDIRECTLY FROM THE INSTALLATION, MAINTENANCE OR OPERATION OF ANY SUCH THIRD PARTY UTILITIES. EVERY OWNER OR INDIVIDUAL SHALL BE RESPONSIBLE FOR THEIR OWN USAGE OF AND RELIANCE UPON SUCH THIRD PARTY UTILITIES AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, AND GUESTS, AGREES TO INDEMNIFY AND HOLD THE LISTED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES ARISING DIRECTLY OR INDIRECTLY FROM THE INSTALLATION, MAINTENANCE AND OPERATION OF SUCH THIRD PARTY UTILITIES.

ARTICLE 13

LOT MAINTENANCE SERVICES

13.01. Services at Discretion of Developer and/or Association.

Developer, and after the Turnover Date, the Association, in their discretion may elect that the Association provide from time to time certain Lot Maintenance Services, such as by way of example, mowing, fertilizing, yard pest control, tree trimming, landscape maintenance or other similar services ("Lot Maintenance Services") for certain Lot Types in the Subdivision. Developer, and after the Turnover Date, the Association, shall have the discretion of implementing such services on an optional or mandatory basis for each Lot Type for the services elected to be provided. As of the date of this Declaration, the Developer and Association shall provide mandatory Lot Maintenance Services to the Lots designated in Article 1.15 as "Single Family - Landscape Maintenance Services Included." Mandatory Lot Maintenance Services shall be an obligation of each Owner of the affected Lot unless and until discontinued by the Developer or Association, as set forth below. Each Owner shall be obligated to pay its respective share of the monthly service charges and other costs and expenses of the Association in providing such Lot Maintenance Services, which service charges, costs and expenses are hereby deemed to

be Association Expenses, and which shall be assessed and collected from the Owners in accordance with the provisions of this Declaration. Such Lot Maintenance Services shall be provided and may be discontinued at the discretion of the Developer, and after the Turnover Date, by the Association. Notwithstanding the above, the Association shall discontinue the Lot Maintenance Services in the event the Owners of seventy-five percent (75%) of the "Single Family - Landscape Maintenance Services Included" Lots elect to have the Association discontinue same; after which, the Owners of the affected Lots shall be responsible for maintaining the Lots as set forth in this Declaration and specifically in Article 7.02. The Association shall have a non-exclusive, perpetual easement on, over and across all Common Property and Lots in the Subdivision for use by the Association to perform the afore-mentioned Lot Maintenance Services. This easement is subject to this Declaration and the rules and regulations promulgated by the Board.

(SIGNATURE PAGE TO FOLLOW; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by its partners thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WISTERIA PARK ASSOCIATES, L.L.C., a
Florida limited liability company

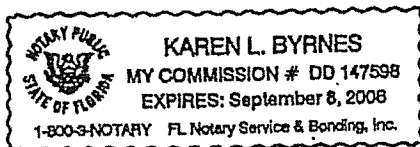
Karen L. Byrnes
Witness
KAREN L. BYRNES

By: [Signature]
Name: John A. Neal
Its: Managing Member

Print Name of Witness
Carol A. Briggs
Witness
Carol A. Briggs
Print Name of Witness

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18th day of March, 2005, by John A. Neal, as Managing Member of Wisteria Park Associates, L.L.C., a Florida limited liability company, on behalf of the corporation, (✓) who is personally known to me or () who has produced NIA as identification.



Karen L. Byrnes
Notary Public
My Commission Expires: _____

MAY 24 2005

ACCEPTED IN OPEN SESSION
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

MORTGAGEE'S JOINDER IN AND RATIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WISTERIA PARK SUBDIVISION

GOLD BANK, a Kansas corporation, the owner and holder of that certain Mortgage and Security Agreement dated September 17, 2004, as recorded in Official Records Book 1962, Page 1813, along with the Assignment of Leases, Contracts, Rents and Profits, dated September 17, 2004, and September 30, 2004, as recorded in Official Records Book 1977, Page 3587, and Book 1962, Page 1827, all in and for the Public Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of WISTERIA PARK and described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in and ratifies said subdivision plat and all dedications and reservations thereon, and hereby joins in and ratifies the Declaration of Covenants, Conditions and Restrictions for Wisteria Park.

DATED, this 24th day of February, 2005.

WITNESSES:

[Signature]

(Witness Signature)

Anne F. Michael

(Print or Type Name)

[Signature]

(Witness Signature)

Stephanie Deubert

(Print or Type Name)

[Signature]

(Mortgagee Signature)

Lewis O. Benner Jr

(Print or Type Name)

MAY 24 2005

ACCEPTED IN OPEN SESSION
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

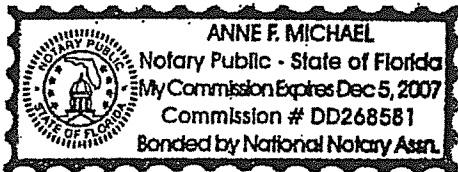
MORTGAGEE'S JOINDER

NOTARY ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this
24th day of February, 2005, by Lewis D. Benner, Jr., SVP
of Gold Bank (Name of person acknowledged), who is
personally known to me ~~or who has produced~~
personally known (Type of Identification) as
identification.

NOTARY STAMP:




Signature of Person Taking Acknowledgment
Anne F. Michael

EXHIBIT "A"

DESCRIPTION FROM TITLE COMMITMENT:

The Southwest 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida, LESS that portion described in Official Record Book 1412, Page 4824 of the Public Records of Manatee County, Florida.

AND

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida.

Said parcel also described as follows:

Commencing at the northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida; thence S.89°29'47"E., along the north line of said Southwest 1/4 of the Northeast 1/4, a distance of 19.99 feet to the POINT OF BEGINNING; thence continue S.89°29'47"E., along said north line and the north line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, a distance of 1966.14 feet to the northeast corner of said West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24; thence S.00°40'22"W., along the east line of said West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, a distance of 1324.15 feet to the southeast corner of said West 1/2 of the Southeast 1/4 of the Northeast 1/4; thence N.89°07'50"W., along the south line of said West 1/2 and the south line of the above mentioned Southwest 1/4 of the Northeast 1/4, a distance of 1983.40 feet to the southwest corner of the above mentioned Southwest 1/4 of the Northeast 1/4; thence N.00°32'50"E., along the west line of said Southwest 1/4 of the Northeast 1/4, a distance of 1,261.47 feet to a point lying S.00°32'50"W., a distance of 50.00 feet from the above mentioned northwest corner of the Southwest 1/4 of the Northeast 1/4, said point being the southwest corner of a parcel as dedicated in Official Record Book 1412, Page 4824, Public Records of Manatee County, Florida; thence along the boundary of said parcel for the following four calls: (1) thence S.88°22'25"W., a distance of 142.17 feet; (2) thence N.86°04'24"W., a distance of 62.00 feet; (3) thence N.78°27'45"W., a distance of 61.00 feet; (4) thence N.00°13'39"E., a distance of 29.35 feet to the POINT OF BEGINNING.

EXHIBITS

Exhibit "A" Legal Description
Exhibit "B" Fiscal Program
Exhibit "C" Maintenance Program
Exhibit "D" Notice to Buyer
Exhibit "E" List of Holdings
Exhibit "F" Right of Entry
Exhibit "G" Articles of Incorporation for Association
Exhibit "H" By-Law for the Association
Exhibit "I" Stormwater Easement License and Reimbursement Agreement

MAY 24 2005

ACCEPTED IN OPEN SESSION
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

EXHIBIT "A"

DESCRIPTION FROM TITLE COMMITMENT:

The Southwest 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida, LESS that portion described in Official Record Book 1412, Page 4824 of the Public Records of Manatee County, Florida.

AND

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Said parcel also described as follows:

Commencing at the northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida; thence S.89°29'47"E., along the north line of said Southwest 1/4 of the Northeast 1/4, a distance of 19.99 feet to the POINT OF BEGINNING; thence continue S.89°29'47"E., along said north line and the north line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, a distance of 1966.14 feet to the northeast corner of said West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24; thence S.00°40'22"W., along the east line of said West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, a distance of 1324.15 feet to the southeast corner of said West 1/2 of the Southeast 1/4 of the Northeast 1/4; thence N.89°07'50"W., along the south line of said West 1/2 and the south line of the above mentioned Southwest 1/4 of the Northeast 1/4, a distance of 1983.40 feet to the southwest corner of the above mentioned Southwest 1/4 of the Northeast 1/4; thence N.00°32'50"E., along the west line of said Southwest 1/4 of the Northeast 1/4, a distance of 1,261.47 feet to a point lying S.00°32'50"W., a distance of 50.00 feet from the above mentioned northwest corner of the Southwest 1/4 of the Northeast 1/4, said point being the southwest corner of a parcel as dedicated in Official Record Book 1412, Page 4824, Public Records of Manatee County, Florida; thence along the boundary of said parcel for the following four calls: (1) thence S.88°22'25"W., a distance of 142.17 feet; (2) thence N.86°04'24"W., a distance of 62.00 feet; (3) thence N.78°27'45"W., a distance of 61.00 feet; (4) thence N.00°13'39"E., a distance of 29.35 feet to the POINT OF BEGINNING.

Exhibit "B" Fiscal Program

WISTERIA PARK HOMEOWNERS' ASSOCIATION

ESTIMATED BUDGET FOR 2005

SUBJECT TO CHANGE WITHOUT NOTICE BY DEVELOPER AT ANY TIME

ESTIMATED REVENUES

Community Assessments	\$ 10,212
Capital Contribution	20,424
Non maintenance-free neighborhood	7,344
Maintenance-free neighborhood	<u>24,737</u>

TOTAL ASSESSMENTS	\$ <u>62,717</u>
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ESTIMATED EXPENSES

COMMUNITY

Financial Review	\$ 638
Liability and Casualty Insurance	2,042
Management Fees	5,183
Professional Fees	255
Filing Fees	38

Gathering Area and Community Pool:

Electricity	1,532
Gas	2,042
Water	511
Phone	153
Cleaning	919
Repairs and Maintenance	511
Signage Maintenance	766
Street Lights	1,838

Common Area Maintenance:

Lawn Maintenance	9,190
Plant Replacement	1,276
Irrigation Repairs & Maintenance	1,915
Water License Fees	153
Lake Maintenance	919
Miscellaneous	<u>753</u>

TOTAL ADMINISTRATION	\$ <u>30,636</u>
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NON MAINTENANCE-FREE NEIGHBORHOOD

Cable Television Basic Service	\$ 5,040
Water License Fees	<u>2,304</u>
TOTAL NON MAINTENANCE-FREE	\$ <u>7,344</u>

MAINTENANCE-FREE NEIGHBORHOOD

Lawn Maintenance	\$ 16,560
Irrigation Repairs & Maintenance	833
Cable Television Basic Service	5,040
Water License Fees	<u>2,304</u>
TOTAL MAINTENANCE-FREE	\$ <u>24,737</u>

TOTAL EXPENSES	\$ <u>62,717</u>
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ESTIMATED ASSESSMENTS:

Community Assessments	\$ 851.00
Non maintenance-free neighborhood	\$ 612.00
Maintenance-free neighborhood	\$ 2,061.44

Exhibit "B" Fiscal Program

WISTERIA PARK HOMEOWNERS' ASSOCIATION ESTIMATED BUDGET FOR 2005 THROUGH 2014 SUBJECT TO CHANGE WITHOUT NOTICE BY DEVELOPER AT ANY TIME												
SALES	ANNUAL	%	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Annual			24	48	48	21	-	-	-	-	-	-
Cumulative			24	72	120	141	141	141	141	141	141	141
Single Family, non maintenance-free - Annual			12	24	24	9						
Single Family, non maintenance-free - Cumulative			12	36	60	69	69	69	69	69	69	69
Single Family, maintenance-free - Annual			12	24	24	12						
Single Family, maintenance-free - Cumulative			12	36	60	72	72	72	72	72	72	72
Cost of Living			100%	103%	106%	109%	112%	115%	118%	121%	124%	127%
Annual Assessment												
COMMUNITY (ALL LOTS)			\$ 851	\$ 877	\$ 902	\$ 928	\$ 953	\$ 979	\$ 1,004	\$ 1,030	\$ 1,055	\$ 1,081
NON MAINTENANCE-FREE NEIGHBORHOOD			\$ 612	\$ 630	\$ 649	\$ 667	\$ 685	\$ 704	\$ 722	\$ 741	\$ 759	\$ 777
MAINTENANCE-FREE NEIGHBORHOOD			\$ 2,061	\$ 2,123	\$ 2,185	\$ 2,247	\$ 2,309	\$ 2,371	\$ 2,433	\$ 2,494	\$ 2,556	\$ 2,618
ESTIMATED REVENUES												
Community Assessments	\$ 851.00		10,212	42,073	86,598	121,050	134,390	137,990	141,589	145,189	148,789	152,389
Capital Contribution	\$ 851.00		20,424	42,073	43,299	19,479	-	-	-	-	-	-
Non maintenance-free neighborhood	\$ 612.00		7,344	22,693	38,923	46,029	47,295	48,562	49,829	51,096	52,363	53,630
Maintenance-free neighborhood	\$ 2,061.44		24,737	76,438	131,108	161,782	166,235	170,688	175,140	179,593	184,046	188,498
TOTAL ASSESSMENTS			62,717	183,278	299,928	348,341	347,920	357,239	366,559	375,878	385,197	394,517
ESTIMATED EXPENSES												
COMMUNITY												
Financial Review	\$ 2,500	2.1%	638	1,753	2,706	2,928	2,800	2,875	2,950	3,025	3,100	3,175
Liability and Casualty Insurance	\$ 8,000	6.7%	2,042	5,610	8,659	9,368	8,959	9,199	9,439	9,679	9,919	10,159
Management Fees	\$ 20,304	16.9%	5,183	14,237	21,978	23,777	22,738	23,347	23,956	24,565	25,174	25,783
Professional Fees	\$ 1,000	0.8%	255	701	1,082	1,171	1,120	1,150	1,180	1,210	1,240	1,270
Filing Fees	\$ 150	0.1%	38	105	162	176	168	172	177	181	186	190
Gathering Area and Community Pool:												
Electricity	\$ 6,000	5.0%	1,532	4,207	6,495	7,026	6,719	6,899	7,079	7,259	7,439	7,619
Gas	\$ 8,000	6.7%	2,042	5,610	8,659	9,368	8,959	9,199	9,439	9,679	9,919	10,159
Water	\$ 2,000	1.7%	511	1,402	2,165	2,342	2,240	2,300	2,360	2,420	2,480	2,540
Phone	\$ 600	0.5%	153	421	649	703	672	690	708	726	744	762
Cleaning	\$ 3,600	3.0%	919	2,524	3,897	4,216	4,032	4,140	4,248	4,356	4,464	4,572
Repairs and Maintenance	\$ 2,000	1.7%	511	1,402	2,165	2,342	2,240	2,300	2,360	2,420	2,480	2,540
Signage Maintenance	\$ 3,000	2.5%	766	2,104	3,247	3,513	3,360	3,450	3,540	3,630	3,720	3,810
Street Lights	\$ 7,200	6.0%	1,838	5,049	7,794	8,432	8,063	8,279	8,495	8,711	8,927	9,143
Common Area Maintenance:												
Lawn Maintenance	\$ 36,000	30.0%	9,190	25,243	38,968	42,158	40,316	41,396	42,475	43,555	44,635	45,715
Plant Replacement	\$ 5,000	4.1%	1,276	3,505	5,412	5,855	5,599	5,749	5,899	6,049	6,199	6,349
Irrigation Repairs & Maintenance	\$ 7,500	6.2%	1,915	5,259	8,118	8,783	8,399	8,624	8,849	9,074	9,299	9,524
Water License Fees	\$ 600	0.5%	153	421	649	703	672	690	708	726	744	762
Lake Maintenance	\$ 3,600	3.0%	919	2,524	3,897	4,216	4,032	4,140	4,248	4,356	4,464	4,572
Miscellaneous	\$ 2,950	2.5%	753	2,069	3,193	3,455	3,304	3,392	3,481	3,569	3,658	3,746
TOTAL ADMINISTRATION	\$ 120,004	100.0%	30,636	84,147	129,897	140,530	134,390	137,990	141,589	145,189	148,789	152,389
NON MAINTENANCE-FREE NEIGHBORHOOD												
Cable Television Basic Service	\$ 28,980	68.6%	5,040	15,574	26,712	31,588	32,458	33,327	34,196	35,066	35,935	36,805
Water License Fees	\$ 13,248	31.4%	2,304	7,119	12,211	14,440	14,838	15,235	15,633	16,030	16,428	16,825
TOTAL NON MAINTENANCE-FREE	\$ 42,228	100.0%	7,344	22,693	38,923	46,029	47,295	48,562	49,829	51,096	52,363	53,630
MAINTENANCE-FREE NEIGHBORHOOD												
Lawn Maintenance	\$ 99,360	66.9%	16,560	51,170	87,768	108,302	111,283	114,264	117,245	120,226	123,206	126,187
Irrigation Repairs & Maintenance	\$ 5,000	3.4%	833	2,575	4,417	5,450	5,600	5,750	5,900	6,050	6,200	6,350
Cable Television Basic Service	\$ 30,240	20.4%	5,040	15,574	26,712	32,962	33,869	34,776	35,683	36,590	37,498	38,405
Water License Fees	\$ 13,824	9.3%	2,304	7,119	12,211	15,068	15,483	15,898	16,312	16,727	17,142	17,556
TOTAL MAINTENANCE-FREE	\$ 148,424	100.0%	24,737	76,438	131,108	161,782	166,235	170,688	175,140	179,593	184,046	188,498
TOTAL EXPENSES			62,717	183,278	299,928	348,341	347,920	357,239	366,559	375,878	385,197	394,517

EXHIBIT C

MAINTENANCE PROGRAM.

A Maintenance Program has been established for the operation and care of the Subdivision amenities. The following is a schedule for the inspection and maintenance of all lands, signs and facilities under the purview of Wisteria Park Homeowners Association, Inc.

- | | |
|------------|---|
| Weekly: | Landscape and lawn service.
Irrigation sprinkler head inspection and maintenance. |
| Monthly: | Cleaning of streets from construction of homes.
Inspection and repair of irrigation plump and lines.
Inspection and maintenance of pond and lake areas. |
| Quarterly: | Fertilization (based on fertilization schedule, may not be as often as quarterly.) |
| Yearly: | Mulch and labor on Common Property.
Inspect and repair mailboxes.
Inspection of and maintenance on entry medians and sign. |
| Bi-Yearly: | Inspection and report to Southwest Florida Water Management District. |

Items listed above may be performed more often or less often than scheduled depending on circumstances beyond the control of the Association. Other items as shown on the Fiscal Program such as utilities, fees, insurances and other line items will be paid in accordance with contracts or as invoiced.

It is anticipated that the budgetary information submitted for the first year of operations indicates more than adequate funds for maintenance as well as operation of the facilities provided by Declarant.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration to which each Lot is subject.

The pond and lake areas require constant inspection and maintenance, provision for which is being made at least quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management Districts and Manatee County. The above permit conditions are regulated and performed by Wisteria Park Homeowners Association, Inc., to which the Declaration is subject.

At all events, a program is being established and will be established respecting all areas of the Subdivision, responsibility for which is Declarant and/or Wisteria Park Homeowners Association, Inc., and which will comply in all respects with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

EXHIBIT D

NOTICE TO BUYERS

To the Purchasers of Lots in Wisteria Park, Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your Lot is subject to:

1. The Declaration of Covenants, Conditions and Restrictions for Wisteria Park, as amended from time to time ("Wisteria Park Declaration"), a copy of which shall be provided upon execution of your contract to purchase.
2. Ownership of a Lot in said Subdivision automatically makes you a member of Wisteria Park Homeowners Association, Inc., and you are subject to its By-Laws and rules and regulations made pursuant thereto. Each Lot entitles its Owner to one vote in the affairs of the Association.
3. Wisteria Park Homeowners Association, Inc., owns and has the right and power to assess and collect, as provided in its By-Laws, the costs of maintenance of the landscaped Open Spaces which you have a right to enjoy, in accordance with the Declaration. A copy of the proposed budget for the first year of operations is attached hereto.
4. The initial proposed assessments by the Association for each Lot is as reflected in the Fiscal Program, attached as Exhibit "B" to the Declaration. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.
5. The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to final site plan approval for Wisteria Park. Such plan approval requires that each Lot owner plant one (1) canopy tree for every fifty (50) linear feet of right of way in accordance with the lot tree chart, attached hereto as Schedule 1, each tree having a minimum of two and one-half inch (2 1/2") caliper at planting, with the additional requirements that (i) trees shall be planted within the first twenty (20) feet of the front yard, but not within a public or private utilities easement, and not closer together than twenty five (25) feet unless a decorative grouping or alternative method is chosen and approved by Manatee County; (ii) trees must meet the requirements of Sections 715.4B and 715.3.4 of the Manatee County Land Development Code; (iii) existing native trees should be used to fulfill the requirements of this paragraph whenever they meet the spacing and size requirements hereof, and no certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this paragraph have been satisfied. ARC approval as required by Article 9 of the Declaration shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County, Florida. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. If an Owner has failed to comply with the foregoing requirements, then after notice and compliance with the procedural requirements of Article 7.04 of the Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense.

6. It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, to comply with the requirements, if any, of the Manatee County Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future.

7. The project site lies in flood zones C and B as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) panel 120153 0169C (7/92).

THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER'S FLOOD DETERMINATION MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION THROUGH REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP, MANATEE COUNTY GIS MAP, THE FINAL PLAT AND THE APPROVED FINAL SITE PLAN WILSON MILLER, INC.

8. The following language is included as part of the deed restrictions for each Lot:

- Unless otherwise specified by the terms of the applicable Southwest Florida Water Management District permit, two copies of all information and reports required by the applicable permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
670 Fruitville Road
Sarasota, FL 34240-9711

The applicable permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

- No Owner within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the buffer area(s) and drainage easement(s) described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department.
- No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the Subdivision includes a wetland mitigation area, as defined in Section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.
- The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

- Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities.
- If the Association ceases to exist, all of the Lot Owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h.
- For Subdivisions which have on-site wetland mitigation as defined in Section 1.7.24, which requires on going monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is (are) successful in accordance with the Environmental Resource Permit.
- Each property Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).
- The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
- The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Regulation Manager, Sarasota Service Office.
- All Lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Sarasota Regulation Department) as part of the deed restrictions:
"The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Service Office, Regulation Manager."

9. **Conservation Easements.** The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Conservation Easements without the prior consent of Manatee County:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.

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

10. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any Lot sales contract between buyer and Declarant.

- 11. The Property is subject to that certain Stormwater Easement License and Reimbursement Agreement attached to the Declaration as Exhibit "T".
- 12. Each Lot Owner is encouraged to participate in the Florida Yards and Neighborhood Program. This is a program sponsored in part by the Florida Department of State which describes how to minimize non-point source pollution from landscapes, especially residential ones. More detailed information about this program can be obtained online at www.dep.state.fl.us/water/nonpoint/pubs.htm or by contacting the Florida Department of State at 850-245-8336.
- 13. All Lot Owners are put on notice that the Manatee County Board of County Commissioners could impose an impact fee or special assessment for emergency shelter facilities against each Lot due at the time of Certificate of Occupancy.
- 14. The lowest quality water possible shall be used for irrigation; and in-ground irrigation using Manatee County potable water supply shall be prohibited, including on individual Lots.

SCHEDULE 1

WISTERIA PARK REQUIRED LOT FRONT TREES

Lot No.	No. of 2.5" Trees* to be Installed	Lot No.	No. of 2.5" Trees* to be Installed	Lot No.	No. of 2.5" Trees* to be Installed
1	1	49	2	96	2
2	2	50	1	97	1
3	2	51	2	98	1
4	1	52	2	99	1
5	2	53	1	100	1
6	1	54	5	101	2
7	2	55	4	102	1
8	1	56	1	103	1
9	2	57	2	104	1
10	1	58	2	105	1
11	2	59	1	106	2
12	1	60	2	107	1
13	2	61	4	108	1
14	2	62	2	109	1
15	2	63	2	110	1
16	2	64	1	111	1
17	1	65	2	112	2
18	2	66	1	113	1
19	1	67	3	114	1
20	2	68	3	115	1
21	2	69	2	116	1
22	1	70	1	117	1
23	2	71	1	118	2
24	1	72	2	119	1
25	2	73	1	120	1
26	2	74	1	121	1
27	1	75	1	122	1
28	1	76	1	123	1
29	1	77	2	124	1
30	2	78	3	125	4
31	4	79	4	126	1
32	2	80	1	127	1
33	1	81	2	128	1
34	4	82	1	129	2
35	2	83	1	130	1
36	1	84	1	131	3
37	2	85	2	132	1
38	2	86	1	133	1
39	4	87	1	134	2
40	1	88	1	135	3
41	2	89	1	136	1
42	5	90	2	137	1
43	2	91	1	138	2
44	1	92	1	139	1
45	2	93	1	140	1
46	1	94	1	141	4
47	5	95	1		
48	4				

*Trees must be either Live Oak, Maple, Elm, or Magnolia and must be at minimum Florida Number One Grade

EXHIBIT E

List of Holdings For Wisteria Park

The following is a list of holdings at Wisteria Park presently under construction, to be completed by the Declarant, to-wit:

TRACT 300:	Recreation Area, Private Drainage Easement
TRACTS 301 through 311:	Open Space, Private Drainage and Public Utility Easement
TRACTS 400 through 403:	Open Space, Lake, Public Utility Easement & Private Drainage, Utility and Landscape Maintenance Easement

EXHIBIT F

RIGHT OF ENTRY and

COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for Wisteria Park.

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Property as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Property, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Property, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in the Common Property 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 Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Property in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property Owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.
- V. **Violations.** Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. **Amendments.** Notwithstanding any other provision of this Declaration relating to amendments, neither this Exhibit, nor any provision of this Declaration affecting this Exhibit, may be amended without the written consent of Manatee County.

EXHIBIT G
ARTICLES OF INCORPORATION
OF
WISTERIA PARK
HOMEOWNERS 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 AND ADDRESS

The name of the corporation shall be WISTERIA PARK HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association". The initial address of the corporation's principal office shall be 8210 Lakewood Ranch Blvd, Bradenton, Florida 34202.

ARTICLE II. PURPOSE

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

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

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit, which powers are not in conflict with the terms of these Articles of Incorporation, the Declaration, or the Purposes of the Association as described in Paragraph 2.1 above.

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

- (a) To make and collect Assessments against Members as Lot Owners to defray the cost of Common Expenses of the Subdivision as provided in the Declaration.
- (b) To use the proceeds of Assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of the Subdivision in accordance with the Declaration.

- (d) To purchase insurance upon the Common Property, and for the protection of the Association and its Members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Declaration.
- (g) To enforce by legal means against an Owner as defined in the Declaration, the provisions of the Declaration, the By-Laws of the Association and rules and regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board 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 Subdivision in accordance with the Declaration.
- (l) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (m) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Declaration, these Articles or the By-Laws.

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

3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

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 Subdivision. A copy of such instrument shall be delivered to the Association. The Owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the 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: Subject to the provisions of Section 3.02 of the Declaration, the Owner of each Lot shall be entitled to one vote as a member of the Association, provided, however, that the Declarant shall, during development, be entitled to the number of votes as provided in the Declaration, which votes may be apportioned to successor developers, or partial successor developers, as provided in the Declaration. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of Section 3.02 of the Declaration, 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, who have been selected by the Declarant and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

James R. Schier
8210 Lakewood Ranch Blvd.
Bradenton, FL 34202

Karen Byrnes
8210 Lakewood Ranch Blvd.
Bradenton, FL 34202

Priscilla Heim
8210 Lakewood Ranch Blvd.
Bradenton, FL 34202

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

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the 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:

President:	James R. Schier 8210 Lakewood Ranch Blvd. Bradenton, FL 34202
Vice President/Treasurer:	Karen Byrnes 8210 Lakewood Ranch Blvd. Bradenton, FL 34202
Secretary:	Priscilla Heim 8210 Lakewood Ranch Blvd. Bradenton, FL 34202

ARTICLE VII. INDEMNIFICATION

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

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Association as part of the common expenses.

ARTICLE VIII. 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 Declaration.

ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the owners of two thirds (2/3) of the Lots in the Subdivision. Provided, however, that these Articles may be altered, amended or modified by Declarant, or its Successor as such Declarant, during the time

that Declarant has the right to and does control the Association in accordance with the Declaration. 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 Declarant, or its successors or assigns as the developer of the Subdivision, as defined in the Declaration, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. 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 Declaration.

ARTICLE X. EXISTENCE

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

ARTICLE XI. INCORPORATOR

11.1 Incorporator: The name and address of the incorporator of this Corporation is as follows: Kimberly D. Ashton, 1001 Third Avenue West, Suite 420, Bradenton, Florida 34205.

ARTICLE XII. REGISTERED OFFICE AND AGENT

12.1 Registered Office and Agent: The Association hereby appoints Vogler Ashton, PLLC, whose address is 1001 Third Avenue West, Suite 420, Bradenton, Florida 34205, as its Resident Agent under the Laws of Florida. By affixing its signature hereto, the said Vogler Ashton, PLLC does hereby accept said designation and appointment, and the office of the Resident Agent shall be at said address.

IN WITNESS WHEREOF, the incorporator has caused these Articles to be executed in its name by an officer thereunto duly authorized this 10th day of December, 2004.

Kimberly D. Ashton
Kimberly D. Ashton, Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as Registered Agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as Registered Agent.

Vogler Ashton, PLLC

By: Kimberly D. Ashton
Kimberly D. Ashton
Its: Vice President

Certificate of Status

I certify from the records of this office that WISTERIA PARK HOMEOWNERS ASSOCIATION INC. is a corporation organized under the laws of the State of Florida, filed electronically on December 10, 2004, effective December 10, 2004.

The document number of this corporation is N04000011532.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 041213101018-700043337567#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of December, 2004



Glenda E. Hood
Glenda E. Hood
Secretary of State

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of WISTERIA PARK HOMEOWNERS ASSOCIATION INC., a Florida corporation, filed electronically on December 10, 2004 effective December 10, 2004, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N04000011532.

Authentication Code: 041213101018-700043337567#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of December, 2004



Glenda E. Hood
Glenda E. Hood
Secretary of State

**Electronic Articles of Incorporation
For**

N04000011532
FILED
December 10, 2004
Sec. Of State
Ipole

WISTERIA PARK HOMEOWNERS ASSOCIATION INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

WISTERIA PARK HOMEOWNERS ASSOCIATION INC.

Article II

The principal place of business address:

8210 LAKEWOOD RANCH BLVD.
BRADENTON, FL. 34202

The mailing address of the corporation is:

8210 LAKEWOOD RANCH BLVD.
BRADENTON, FL. 34202

Article III

The specific purpose for which this corporation is organized is:

A CORPORATE NOT FOR PROFIT ORGANIZATON PURSUANT TO CH. 617,
FLORIDA STATUTES TO ADMINISTER THE COMMON PROPERTY HELD
UNDER THE WISTERIA PARK PLAT.

Article IV

The manner in which directors are elected or appointed is:

YEARLY IN ACCORDANCE WITH BY-LAWS OF ASSOCIATION

Article V

The name and Florida street address of the registered agent is:

VOGLER ASHTON, PLLC
1001 3RD AVE. WEST
500
BRADENTON, FL. 34205

I certify that I am familiar with and accept the responsibilities of registered agent.

N04000011532
FILED
December 10, 2004
Sec. Of State
lpoole

Registered Agent Signature: KIMBERLY D. ASHTON

Article VI

The name and address of the incorporator is:

VOGLER ASHTON, PLLC, BY: KIMBERLY D. ASHTON
1001 3RD AVE. W., STE. 500
BRADENTON, FL 34205

Incorporator Signature: KIMBERLY D. ASHTON

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
JAMES R SCHIER
8210 LAKEWOOD RANCH BLVD.
BRADENTON, FL. 34205

Title: VP
KAREN BYRNES
8210 LAKEWOOD RANCH BLVD.
BRADENTON, FL. 34205

Title: VP
PRISCILLA HEIM
8210 LAKEWOOD RANCH BLVD.
BRADENTON, FL. 34205

Article VIII

The effective date for this corporation shall be:

12/10/2004

EXHIBIT H
BY-LAWS
OF
WISTERIA PARK
HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit

ARTICLE I. IDENTIFICATION

1.01 Identity: These are the By-Laws of **WISTERIA PARK HOMEOWNERS ASSOCIATION, INC.**, a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association".

1.02 Purpose: The Association has been organized for the purpose of maintaining, preserving, and managing the Lots and Common Property within Wisteria Park (the "Subdivision"), a subdivision located in the unincorporated area of Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for Wisteria Park", herein called the "Declaration."

1.03 Office: The office of the Association shall be at, until otherwise changed by the Board of Directors.

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

1.05 Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida", and the words "Corporation Not For Profit" and the year of incorporation.

ARTICLE II. MEMBERS

2.01 Qualification: The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision which are subject to the Declaration, in accordance with the Declaration.

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

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

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

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

ARTICLE III. VOTING

3.01 Voting Rights: The Member or Members who are the record Owners of each Lot in the Subdivision shall be collectively entitled to one (1) vote for each such Lot, as provided in the Declaration and the Articles of Incorporation. Subject to Section 3.02 of the Declaration, 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. As provided in the Declaration, the Declarant, together with any partial successor declarants, shall originally be entitled to three (3) votes for each platted Lot upon recording of the Plat(s), notwithstanding the number of lots owned by the Declarant, such successor declarant or partial successor declarants. The number of votes that the Declarant Member is entitled to cast shall be decreased from time to time as provided in the Declaration and any amendments thereto, until such time as the Declarant Member shall be deemed to be a Regular Member.

3.02 Voting Procedure: Subject to Section 3.02 of the Declaration, the single or multiple owners of each Lot who are Regular Members shall have one vote for each Lot, and the Declarant Member shall have the number of votes provided for in the Declaration. All determinations of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these By-laws shall be made by reference to the number of votes, if any, to which the Declarant Member is entitled. Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these By-Laws.

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

3.04 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 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 a certificate executed by all trustees and filed with the Secretary of the Association.
- (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 and 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) Leases: If a Lot is leased, the owner-lessor shall be entitled to cast the vote for the Lot, except that the owner may designate a lessee as the person entitled to cast the vote for the Lot by a certificate executed by all owners and filed with the Secretary of the Association.
- (j) 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.

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

3.06 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. No one person may be

designated to hold more than fifteen (15) proxies. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

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

ARTICLE IV. MEETINGS OF MEMBERS

4.01 Annual Meeting: The annual meeting of the Members shall be held during the month of November of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to Section 4.03 is given at least thirty (30) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors, and transacting any other business authorized to be transacted by the Members. No annual meeting shall be held until such time as the Regular Members are entitled to elect a director pursuant to the provisions of the Declaration.

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

4.03 Notice of Meetings: Notice of all meetings of the Members, stating the time, place and subjects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each member's address, as it appears on the books of the Association; as the Member may have otherwise directed in writing; or as it appears upon the instrument of conveyance establishing the membership interest. The notice shall be mailed or delivered not fewer than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an Owner. The notice for any meeting at which assessments against Lot Owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

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

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

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

(a) Election of Chairman of the meeting (if necessary).

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

4.07 Action Without Meeting: Whenever the affirmative vote or approval of the Members is required or permitted by the Declaration or these By-Laws, such action may be taken without a meeting if Members entitled to cast not fewer than seventy five percent (75%) of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the Declaration, Articles of Incorporation and these By-Laws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all Members who did not approve such action in writing within ten (10) days of such approval.

4.08 Proviso: Provided, however, that until the Declarant has terminated its control of the Association and its affairs in accordance with the Declaration, the proceedings of all meetings of the Members of the Association shall have no effect unless approved by the Board of Directors, except for the rights of the Regular Members to elect directors.

ARTICLE V. DIRECTORS

5.01 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors (the "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. Until otherwise determined by the Members, there shall be three (3) Directors.

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

(a) Election of Directors shall be held at the annual meeting of the Members. A nominating committee of not less than three (3) nor more than five (5) Members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the Members. The nominating committee shall nominate at least one (1) person for each directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

(b) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot Owners. A special meeting of the Lot Owners to recall a Member or Members of the Board may be called by ten percent (10%) of the Lot Owners giving notice of the meeting as required for a meeting of Lot Owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the Members of the Association at the same meeting.

(d) The Declarant shall be vested with the power to designate the initial Board of Directors, the Members of which need not be owners of Lots. The initial Board of Directors shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.

(e) The first election of Directors shall be held when Declarant membership terminates.

(f) When Declarant membership terminates and the Declarant Member is deemed to be a Regular Member pursuant to the Declaration, then the Declarant shall call a special meeting within sixty (60) days after such date, as provided in the Declaration. At such special meeting all Regular Members shall elect a Board of Directors, to serve until the next annual meeting. Thereafter, Directors shall be elected annually at the annual meeting.

(g) Declarant may waive its right to elect or designate any one or more Directors it otherwise has the right to designate under the Declaration and these By-Laws, which waiver shall, however, apply only to the specific election at which the waiver is made. If Declarant does waive such right, the Regular Members shall elect the Board member or members who would otherwise have been elected or designated by Declarant.

5.03 Term: Subject to the provisions of Section 5.02, 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.

5.04 Qualifications: All Directors shall be Members of the Association; provided, however, that any Director elected or designated by Declarant pursuant to these By-Laws need not be Members. An officer of any corporate owner and a general partner of any partnership

owner shall be deemed Members for the purposes of qualifying for election to the Board of Directors.

5.05 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director he is replacing. Vacancies following removal of office pursuant to Section 5.02(c) shall be filled as therein provided.

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

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

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within thirty (30) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

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

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors.

5.11 Notice:

- (a) To Directors: 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.
- (b) To Members: Notices of all Board meetings, and meetings of any committee or similar body of the Board, shall be posted in a conspicuous place in the Subdivision at least forty eight (48) hours in advance of the meeting except in an

emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the foregoing, in the event the number of Members is in excess of 100, a reasonable alternative to posting or mailing may be provided, including publication of notice or provision of a schedule of Board meetings. The notice for any meeting at which assessments against Lot Owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such posting, mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Declaration or these 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, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise be governed by the attorney/client privilege.

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

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

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

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.

- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Announcements.
- (i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

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

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

6.02 Enforcement: The Board of Directors shall, when deemed necessary by the Board, enforce by legal means, provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations for the use of the Common Property.

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

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

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

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

ARTICLE VII. OFFICERS

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

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

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

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

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

7.06 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by Members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services. No officer who is a designee of the Declarant shall receive any compensation for his services.

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

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

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

ARTICLE VIII. FISCAL MANAGEMENT

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

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

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

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

8.04 Assessments: Regular annual assessments against a Lot Owner for such Owner's share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in two (2) semi-annual installments, which shall come due on the 1st day of January and July 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 assessment. In the event the 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 1st day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors.

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

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

8.07 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited.

Withdrawal of moneys from such accounts shall be only by 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 Declaration.

8.08 Audit: After Declarant transfers complete control of the Association, 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 1 of the year following the year for which the report is made.

8.09 Fidelity Bonds: Fidelity Bonds may be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Directors of the Association. The premiums on such bonds, if required by the Board, shall be paid by the Association as 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 Declaration, Articles of Incorporation or these By-Laws.

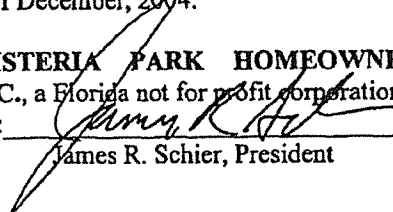
ARTICLE X. AMENDMENT

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 an absolute majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or the Articles of Incorporation, except as provided in said Declaration or Articles. Provided, however, that these By-Laws may be amended at any time by the Declarant Members during the time that the Declarant Members have and exercise the right to control the Association, provided that such amendment is not in conflict with the Declaration.

ARTICLE XI. MISCELLANEOUS

The provisions of these By-Laws shall be construed together with the Declaration and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. Unless otherwise specifically provided, terms used herein shall have the meanings set forth in the Declaration. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 13th day of December, 2004.

WISTERIA PARK HOMEOWNER'S ASSOCIATION
INC., a Florida not for profit corporation
By: 
James R. Schier, President

Prepared By:
Kimberly Ashton, Esquire
Vogler Ashton
1001 Third Ave. West, Suite 420
Bradenton, Florida 34205
(941) 388-9400

EXHIBIT I

**STORMWATER EASEMENT LICENSE AND REIMBURSEMENT AGREEMENT
FOR WISTERIA PARK**

THIS AGREEMENT is made and entered into effective the 13th day of December, 2004, by and between **WISTERIA PARK ASSOCIATES, L.L.C.**, a Florida limited liability company (hereinafter collectively referred to as "Developer" and "Licensee"), and **WISTERIA PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (hereinafter referred to as the "Association").

RECITALS:

WHEREAS, Developer is the Developer of "Wisteria Park", a residential subdivision located in Manatee County, Florida (the "Subdivision") and has caused the Declaration of Covenants, Conditions and Restrictions for Wisteria Park to be recorded in the Public Records of Manatee County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration provides specific covenants and conditions concerning the development, improvement, and usage of the Subdivision property for the benefit and protection of all Subdivision Lot Owners; and

WHEREAS, in accordance with the Declaration, the Developer shall install and the Association shall own a central irrigation system (the "Central Irrigation System") through which the Association shall provide irrigation water to Subdivision Lot Owners and otherwise provide for the operation, maintenance, and replacement of pumps, timers, valves and main water supply lines, and other components which form the Central Irrigation System; and

WHEREAS, The Declaration requires that each Lot have an automated lawn and landscaping irrigation system (the "Lot Irrigation Systems"), which Lot Irrigation Systems will be connected to the Central Irrigation System; and

WHEREAS, Developer is the exclusive owner of and maintains sole control of the waters (surface and sub-surface) located within the Subdivision; and

WHEREAS, Developer has assigned certain water rights to Licensee; and

WHEREAS, the Association desires to fulfill its irrigation responsibilities by use of water located within Subdivision ponds or lakes, and Licensee is willing to grant Association a license to withdraw such waters on the terms and conditions set forth below to which the Association and Developer are agreeable;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 **Definitions.** As used in this Agreement, the following capitalized terms shall have the following meanings:

- a. **"Central Irrigation System"** shall have the meaning set forth in Article 4.1.
- b. **"Lake"** or **"Lakes"** shall mean each and every lake or pond within the Subdivision including the stormwater retention facilities identified on the plat of the Subdivision.
- c. **"Applicable Percentage"** shall mean, with respect to any calendar year, the greater of the following two ratios:
 - (1) The ratio of (a) the level of the Consumer Price Index for the month of October prior to such calendar year, to (b) the level of the Consumer Price Index for October 2004.
 - (2) The ratio of (a) the amount charged by the Manatee County Public Works Department for the first 1,000 gallons of potable water as of October 1st prior to such calendar year, to (b) the amount charged by the Manatee County Public Works Department for the first 1,000 gallons of potable water as of October 1, 2004.
- d. **"Consumer Price Index"** shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average: All Items (1982-84 = 100), published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor or, in the event such index ceases to be published by the U.S. Bureau of Labor Statistics, then such comparable commodity index then in existence as is reasonably designated by Developer.
- e. **"Subdivision Landscaping"** shall mean all lawns and landscaping presently or hereafter installed on the Subdivision Property.
- f. **"Subdivision Property"** shall mean the Lots and Common Property located within the Subdivision. The Initial Property comprising the Subdivision is described on Exhibit "A" attached hereto and made a part hereof. The Subdivision Property includes the Initial Property and any additions thereto pursuant to Article 2 of the Declaration.
- g. **"Reclaimed Water"** shall mean water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but which does not qualify as potable water under applicable governmental regulations.
- h. **"Wells"** shall mean any wells installed within the Subdivision to extract water from beneath the surface of the land.
- i. **"Permits"** shall mean any governmental permits, licenses or other authorizations as may be required to utilize and control the surface and subsurface waters of the Subdivision, to install and operate Wells, pumps, and other water control devices, or to otherwise carry out the functions described herein.

1.2 **Other Terms; Recitals.** All capitalized terms used in this Agreement which are not defined above or elsewhere in this Agreement shall have the meaning set forth in the Declaration. The above-described recitals are true and correct and are incorporated herein.

ARTICLE II GRANT OF LICENSE

2.1 **License.** Licensee hereby grants to the Association, for the term of this Agreement and on the conditions set forth herein, a nonexclusive license to withdraw water from the Lakes for the sole purpose of irrigating the Subdivision Landscaping. The Association's right to withdraw water pursuant to this license shall be limited to water quantities as are reasonably necessary to irrigate the Subdivision Landscaping. The Association shall not withdraw water pursuant to this license more frequently or in greater volume than is reasonably necessary to provide proper irrigation for the Subdivision Landscaping. In no event shall the Association withdraw water pursuant to this license for any use other than the irrigation of the Subdivision Landscaping. In no event shall the Association withdraw any water from the Wells or other subsurface water sources, or any of the Lakes or other elements of the surfacewater management system of the Subdivision except in accordance with the terms of this Agreement.

2.2 **Reserved Rights.** The Association's right to withdraw water from the Lakes pursuant to Article 2.1 shall not be construed in any way to limit or modify (i) Developer's right under the Declaration to control and designate the use of all of the waters (surface and sub-surface) within the Subdivision Property, including, without limitation, water located beneath the surface of the land, and the waters of the Lakes within the Subdivision or any other portions of the surfacewater management system of the Subdivision, or (ii) Developer's right to use the retained easements in any manner determined in its sole discretion not inconsistent with the terms of this Agreement. Without limiting the foregoing, nothing herein shall be deemed to limit or affect Licensee's right to: (a) grant nonexclusive licenses to other persons or entities to use the surface and subsurface waters within the Subdivision, waters from the Lakes and other elements of the surface water management system of the Subdivision for the benefit of other properties, whether or not located within the Subdivision, and in connection therewith, to install additional electrical panels, Wells, pumps and irrigation equipment to be used therefor (which additional items shall not be considered part of the Central Irrigation System); (b) grant nonexclusive licenses to other persons or entities for the retention of stormwater within the surfacewater management system for the benefit of other properties, whether or not located within the Subdivision; (c) increase or decrease the water level of the Lakes or any other elements within the surfacewater management system of the Subdivision from time to time for any purpose and by any means, including the installation, control, and use of: drainage control devices and apparatus; additional lakes, ponds, swales, culverts, inlets, and outfalls; Wells and pumps; and Reclaimed Water and related facilities; (d) in accordance with applicable governmental regulations, add Reclaimed Water to the surface water management system for any purpose, including but not limited to purposes related to irrigation of the Subdivision (whether or not pursuant to the terms of this Agreement); or (e) remove or withdraw all or any part of the water from the Lakes or any other portion of the surface water management system for any purpose, including but not limited to maintenance, compliance with governmental regulations, or extraction of fill dirt. The grant by Licensee of additional licenses, if any, concerning the surfacewater management system of the Subdivision shall be on such terms and conditions as Licensee may approve, in its sole discretion. The right of Licensee to grant additional licenses with respect to the subsurface waters and surfacewater management system shall not be construed as an obligation to do so. The rights of Licensee set forth in this Agreement are for its sole benefit and may be exercised, waived, released, or assigned, in whole or in part, in its sole and absolute discretion. Upon any assignment of this Agreement, Licensee shall be released from the provision hereof, and the assignee shall enjoy the rights and benefits provided for herein. No person shall have any cause of action against Licensee on account of its exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

2.3 **Water Quantities.** The parties anticipate that the Lakes will have sufficient capacity to be a reliable and adequate source of water during the term of this Agreement for fulfillment of the Association's irrigation responsibilities with respect to the Subdivision Landscaping. The parties

acknowledge, however, that due to many factors, such as natural causes, environmental conditions, Acts of God, governmental regulation, Licensee's exercising any of its reserved rights referenced in Article 2.2, and the actual or potential use of the subsurface waters and the waters of the surfacewater management system of the Subdivision for the benefit of other properties, the availability of subsurface waters and/or the volume of water in the Lakes from time to time may be insufficient to satisfy the Association's reasonable water quantity requirements for the irrigation. Licensee makes no assurance or warranty that the available subsurface waters and/or the volume of water in the Lakes will at all times be sufficient to satisfy the Association's reasonable water quantity requirements for the irrigation of the Subdivision Landscaping. The parties acknowledge that governmental regulations may from time to time require the Association to suspend the withdrawal of water from the Lakes. Special provisions concerning abatement of monthly license fees in the event of insufficient water resources are set forth in Article 3.4. Special provisions concerning termination of this Agreement in the event of protracted insufficient water resources are set forth in Article 6.2.

2.4 Water Treatment. As part of the Association's responsibilities to maintain the Lakes and surface water management system of the Subdivision, the Association may chemically treat or cause a third-party to chemically treat the water within the Lakes and/or surface water management system of the Subdivision from time to time. Prior to any such treatment, the Association agrees to provide or to cause any such third-party to provide at least one (1) weeks' advance written notice to Developer of the date and nature of the treatment and the chemical(s) to be used in the treatment. Upon the written request of Licensee, any such notice(s) shall also be sent to such additional parties as may be designated by Licensee from time to time and, in such case, in addition to the notice sent to Licensee there shall be sent a written confirmation of any such additional parties which were notified of the intended treatment.

2.5 Reclaimed Water. Pursuant to the provisions of Article 2.2, Licensee may, in its sole and absolute discretion and without notice, add Reclaimed Water to the Lakes or any other portion of the surfacewater management system.

ARTICLE III LICENSE FEES

3.1 Subdivision Landscaping. It is contemplated that the Subdivision Landscaping will include lawns and landscaping on both the Lots and the Subdivision's Common Property. With respect to the Subdivision's Common Property, the Association's responsibility to irrigate the lawns and landscaping will commence upon recording of the Subdivision plat in the Public Records. With respect to the Lots, the Association's responsibility to irrigate the lawns and landscaping will commence as homes are constructed on the Lots. In view of the differences in the commencement and scope of the Association's irrigation responsibilities for the Subdivision's Common Property and the Lots, the license fees payable by the Association to Licensee will be differentiated in accordance with the provisions of Articles 3.2 and 3.3.

3.2 Subdivision Common Area Fees. In consideration of the license granted to the Association for water to be used by the Association for the irrigation of lawns and landscaping on the Subdivision's Common Property, the Association shall pay to Licensee a monthly license fee in accordance with the following provisions:

A. Payment by the Association to Licensee of the monthly license fee shall commence upon recording of the Subdivision plat in the Public Records. The monthly license fee shall be payable in advance on the first day of each month. If the Subdivision plat is recorded after the first day of the month, the monthly license fee for such month shall be prorated as of the date of such recording and such prorated amount shall be payable by the Association to Licensee on the first day of the following month.

B. The monthly license fee shall be \$50.00 until January 1, 2006. Commencing January 1, 2006, the monthly license fee shall be increased on January 1 of each calendar year to an amount equal to: (i) \$50.00 multiplied by the Applicable Percentage for such calendar year; or (ii) the previous calendar year's monthly license fee plus three percent (3.00%) thereof, whichever is greater, which amount shall remain in effect until the following January 1. Notwithstanding the foregoing, in no event shall the monthly license fee payable during any calendar year be less than the monthly license fee payable during the prior calendar year.

3.3 **Lot Fees.** In consideration of the license granted to the Association for water to be used by the Association for the irrigation of lawns and landscaping on the Lots, the Association shall pay to Licensee a monthly license fee per Lot in accordance with the following provisions:

A. The monthly license fee shall be based upon the number of Lots that have been issued Certificates of Occupancy by Manatee County for homes constructed thereon. With respect to each Lot, payment by the Association to Licensee of the monthly license fee shall commence upon the issuance by Manatee County of a Certificate of Occupancy for a home constructed on the Lot. Monthly license fees shall be payable in advance on the first day of each month. If a Certificate of Occupancy for a home constructed on a Lot is issued by Manatee County after the first day of the month, the monthly license fee for such month shall be prorated as of the date of the Certificate of Occupancy, and such prorated amount shall be payable by the Association to Licensee on the first day of the following month.

B. The monthly license fee shall be \$18.00 per Lot until January 1, 2006. Commencing January 1, 2006, the monthly license fee per Lot shall be increased on January 1 of each calendar year to an amount equal to: (i) \$18.00 multiplied by the Applicable Percentage for such calendar year; or (ii) the previous calendar year's monthly license fee plus three percent (3.00%) thereof, whichever is greater, which amount shall remain in effect until the following January 1. Notwithstanding the foregoing, in no event shall the monthly license fee per Lot payable during any calendar year be less than the monthly license fee per Lot payable during the prior calendar year.

3.4 **Abatement.** If, by reason of natural causes, environmental conditions, Acts of God, governmental regulation, Licensee's exercising any of its reserved rights referenced in Article 2.2, water withdrawal for use on other properties, or otherwise, the available water volume should at any time be insufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Subdivision Landscaping in a proper manner, the monthly license fees set forth in Articles 3.2 and 3.3 shall be equitably abated during the period that the available water volume remains insufficient. Such abatement shall terminate once the available water volume sufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Subdivision Landscaping in a proper manner. In the event the Association is unable to withdraw any water at all due to insufficient available water volume or any other cause outside the control of the Association, including a suspension of such withdrawal rights on account of governmental regulatory requirements, the monthly license fees set forth in Articles 3.2 and 3.3 shall be fully abated until the Association is again able to withdraw water in accordance with the terms of this Agreement.

**ARTICLE IV
CENTRAL IRRIGATION SYSTEM**

4.1 Installation. Developer shall, at its sole expense and at no expense to the Association, install the components of the Central Irrigation System, to include, without limitation, pump stations and facilities, irrigation pumps and transmission pipes and lines, electric panels and pedestals, Wells and pumping equipment and controls. The foregoing components, together with all timers, valves, and other accessory equipment and components comprising the Central Irrigation System for the Subdivision, as the same may be modified from time to time (but not including the separate Lot Irrigation Systems of the Lot Owners on their respective Lots), are referred to herein as the "Central Irrigation System".

4.2 Ownership. Initially, Developer shall have exclusive title to and control of all electrical panels, pedestals, stations, controls, Wells, pumps, pipes, lines, timers, valves, and other components and facilities comprising the Central Irrigation System. Upon sale and transfer of the last Lot in the Subdivision, Developer shall transfer and convey the Central Irrigation System to the Association. Such transfer and conveyance shall not include an assignment of any rights to compensation provided in Article III hereof, or pursuant to present or future contracts with third parties concerning the installation of, or connection to, the Central Irrigation System, or in connection with licenses granted to other persons or entities for the use of stormwater, as otherwise permitted herein, all of such rights being expressly reserved by Licensee. No part of the Central Irrigation System shall be considered a fixture to the Subdivision Property, but shall be and remain personal property.

4.3 Withdrawal Point. Except as may be otherwise approved by Developer and Licensee in writing, which approval may be withheld in Developer's and Licensee's absolute, sole discretion, the Association's right to withdraw water from the Subdivision surfacewater management system shall be limited to a single withdrawal source to be designated and located by the Developer and Licensee, which designation may be changed from time to time in Developer's and Licensee's absolute, sole discretion. The Association shall utilize only the designated source in the manner directed by Developer and Licensee.

**ARTICLE V
MAINTENANCE AND PAYMENT FOR ELECTRICITY**

5.1 Maintenance. The Association shall, at its sole expense and at no expense to Developer or Licensee, maintain the Central Irrigation System in good operating condition to assure water conservation and the proper supply of water to irrigate the Subdivision Landscaping, and will pay all costs associated with the operation of the Central Irrigation System, including but not limited to repairs, maintenance and replacement of the Central Irrigation System.

5.2 Electricity Usage. The Central Irrigation System shall have its own separate electrical panel and meter. In the event that the electricity is not billed directly to the Association, Association agrees to pay Licensee within ten (10) days of receipt of Licensee's statement for electricity charges and deposits due to the electrical utility.

**ARTICLE VI
TERM OF AGREEMENT**

6.1 **Term.** The term of this Agreement shall commence on the date of recording of the Subdivision Plat in the Public Records and shall continue in full force and effect (unless sooner terminated as provided herein) until December 31, 2030, after which time this Agreement shall be deemed to be automatically extended for successive periods of ten (10) years each unless prior to the commencement of any such 10-year period: (a) the termination of this Agreement is approved by Lot owners owning at least 75 percent of the Lots in the entire Subdivision, and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records. Upon termination, neither Developer nor Licensee shall be obligated to provide or arrange for the provision of alternate sources or systems for irrigation of the Subdivision Landscaping.

6.2 **Termination.** If, by reason of natural causes, environmental conditions, Acts of God, governmental regulation, Licensee's exercising any of its reserved rights referenced in Article 2.2, water withdrawal for use on other properties, or otherwise, the available water volume should for a continuous period of twelve (12) months be insufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Subdivision Landscaping in a proper manner, the Association may elect to terminate this Agreement, provided: (a) the termination of this Agreement is approved within the following three (3) months by Lot owners owning at least 75 percent of the Lots; and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records. Upon termination, neither Developer nor Licensee shall be obligated to provide or arrange for the provision of alternate sources or systems for irrigation of the Subdivision Landscaping.

6.3 **Survival.** The termination of this Agreement shall not terminate the Developer's or Licensee's right to own, control and designate the use of all of the waters (surface and sub-surface) within the Subdivision Property, including, without limitation, water located beneath the surface of the land, and the waters of the Lakes within the Subdivision or any other portions of the surface water management system, or the easement rights granted to Developer or Licensee by the Association under Article VII, it being the intent hereof that such rights and easements shall survive the termination of this Agreement.

**ARTICLE VII
GRANT OF EASEMENTS BY ASSOCIATION**

7.1 **Grant of Easements.** The Developer hereby reserves and the Association hereby grants to Developer and Licensee: (i) a perpetual easement in, on, under, through, or over the Subdivision for the installation, maintenance, repair, inspection, removal, and replacement of any and all of the components of the Central Irrigation System for the irrigation of the Subdivision Landscaping and for ingress and egress thereto; (ii) a perpetual easement for the installation of Wells, pumps, pipes and other irrigation and water withdrawal equipment by Developer and Licensee in order to withdraw water for any other purposes, including, without limitation, for the withdrawal of water by other persons or entities for the benefit of other properties whether or not located within the Subdivision; (iii) a perpetual water flowage easement over all of the Lakes and other components of the surfacewater management system of the Subdivision.

ACCEPTED IN OPEN SESSION MAY 24 2005
BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY

**ARTICLE VIII
GOVERNMENTAL REGULATIONS**

8.1 **Compliance With Laws.** During the term of this Agreement, the Association shall comply in all material respects with the provisions of applicable laws and governmental regulations concerning the use of the Central Irrigation System for furnishing irrigation water to the Subdivision Landscaping, including, without limitation, any requirements for compatibility and connection to municipal Reclaimed Water systems.

8.2 **Permits.** Developer and Licensee shall have the right to obtain, or to cause to be obtained, any Permits that may be required to use and control the surface and subsurface waters within the Subdivision, and shall have the right to take such other actions that may be necessary or appropriate, in their sole discretion, in applying for and keeping in force any such Permits. Notwithstanding anything to the contrary set forth herein, any allowable water use by the Association hereunder shall be subject to the requirements and limitations of the Permits. The Association shall, if requested by Developer or Licensee, accept transfer of any such Permits. In addition to the fees payable pursuant to Article III, Association shall also pay or reimburse Developer or Licensee, as the case may be, any and all costs or fees associated with applying for, maintaining and complying with the requirements of the Permits.

**ARTICLE IX
HOLD HARMLESS**

9.1 **Operations.** The Association shall hold the Developer and Licensee harmless against all liability for the cost of operating, repair and maintenance of the Central Irrigation System.

9.2 **Injury.** The Association shall fully defend and indemnify Developer and Licensee against any claim, liability, or expense, including attorneys' fees for trial and appellate proceedings, for personal injury or property damage arising from, related to, or connected with the operation of the Central Irrigation System, except to the extent such claim, liability, or expense is due to the sole negligence of Developer and Licensee.

9.3 **Liability.** Developer or Licensee shall not be liable to the Association or any Lot owner for any inconvenience, loss, liability, damage, or consequential damages resulting from or indirectly caused by: (a) any defects or deficiencies in the installation, use, or operation of the Central Irrigation System; (b) any inability of the Association to withdraw water pursuant to Article II in sufficient quantities to irrigate the Subdivision Landscaping adequately, whether such inability results from natural causes, environmental conditions, Acts of God, power failures, governmental regulation, or otherwise; or (c) the physical characteristics of the water, including mineral, chemical or biological elements contained therein.

**ARTICLE X
NOTICES**

10.1 **Notices.** Until changed in writing, all notices to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the address of the parties specified.

Developer's address for notices shall be:

Wisteria Park Associates, L.L.C.
8210 Lakewood Ranch Blvd.
Bradenton, FL 34202

Licensee's address for notices shall be:

Wisteria Park Associates, L.L.C.
8210 Lakewood Ranch Blvd.
Bradenton, FL 34202

The Association's address for notices shall be:

Wisteria Park Homeowners Association, Inc
8210 Lakewood Ranch Blvd.
Bradenton, FL 34202

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, such holding shall not affect the validity of the remainder of this Agreement.

11.2 Complete Agreement; Modification. This Agreement contains all of the terms, conditions, covenants, and agreements between the parties. No modification of this Agreement shall be binding unless made in writing and signed by the parties hereto.

11.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns. Developer and Licensee reserve the right to assign all or any part of their rights and responsibilities hereunder, whether personal in nature or not, to any successor in interest, including any mortgagee or any Successor Developer or Partial Successor Developer.

11.4 Governing Law and Venue. This Agreement has been drawn and executed and shall be performed in the State of Florida, and all questions concerning this Agreement, and performance hereunder, shall be adjudged and resolved in accordance with the laws and within the courts of the State of Florida. Any dispute or litigation arising out of the terms of this Agreement shall be resolved in a civil court of competent jurisdiction located in Manatee County, Florida.

11.5 Legal Costs. If legal action is brought by a party to enforce any provision of this Agreement, or for the breach thereof, the losing party, shall pay the prevailing party's reasonable attorney's fees and court costs for both trial and appellate proceedings.

11.6 No Waiver. The failure of any party to insist upon strict performance of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance of that or any other obligation in the future. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver, nor shall any delay or omission of a party to exercise any rights arising from a default impair the party's rights as to such default or any subsequent default.

11.7 Captions. Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereunder.

11.8 Number and Gender. Whenever required by the context, the singular number shall include the plural and the plural the singular, and any gender shall include all genders.

11.9 Recording. One fully executed original of this Agreement shall be recorded in the Public Records of Manatee County, Florida.

11.10 Cooperation. The parties agree to cooperate and execute all documents necessary to implement and carry out the provisions of this Agreement.

11.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be construed as on original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties may not be signatories to the same counterpart.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

WISTERIA PARK ASSOCIATES, L.L.C.,
a Florida limited liability company

By:

John A. Neal
John A. Neal, its Managing Member

Karen L. Byrnes
Witness KAREN L. BYRNES

Print Name of Witness

Carol A. Briggs

Witness

Carol A. Briggs

Print Name of Witness

Mailing Address:
8210 Lakewood Ranch Boulevard
Bradenton, FL 34202

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed before me this 18th day of March, 2005, by John A. Neal, as Managing Member of Wisteria Park Associates, L.L.C., a Florida limited liability company

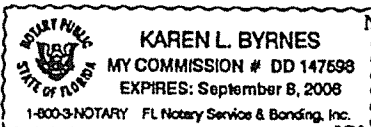
☒ who is personally known to me,
☐ who produced

N/A

as identification and who acknowledged before me that (s)he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.

My Commission expires:

Karen L. Byrnes
Signature



NOTARY PUBLIC - STATE OF FLORIDA
Commission No: _____

[Signatures continued on next page]

WISTERIA PARK HOMEOWNERS
ASSOCIATION, INC.,
a Florida not for profit corporation

Karen L. Byrnes
Witness
KAREN L. BYRNES

Print Name of Witness

By:

James R. Schier
James R. Schier
Its: President

Mailing Address:
8210 Lakewood Ranch Boulevard
Bradenton, FL 34202

Carol A. Briggs
Witness
CAROL A. BRIGGS
Print Name of Witness

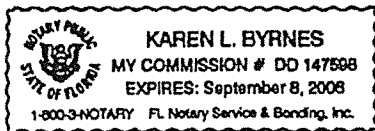
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed before me this 18th day of March, 2005 by
James R. Schier, as President of Wisteria Park Homeowners Association, Inc., a not for profit Florida corporation,
☒ who is personally known to me,
☐ who produced N/A

as identification and who
acknowledged before me that (s)he executed the same freely and voluntarily for the purposes therein expressed under
authority duly vested in him/her by said corporation

My Commission Expires:

Karen L. Byrnes
Signature



NOTARY PUBLIC - STATE OF FLORIDA
Commission No.: _____

EXHIBIT "A"

DESCRIPTION FROM TITLE COMMITMENT:

The Southwest 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida, LESS that portion described in Official Record Book 1412, Page 4824 of the Public Records of Manatee County, Florida.

AND

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida.

Said parcel also described as follows:

Commencing at the northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 34 South, Range 16 East, Manatee County, Florida; thence S.89°29'47"E., along the north line of said Southwest 1/4 of the Northeast 1/4, a distance of 19.99 feet to the POINT OF BEGINNING; thence continue S.89°29'47"E., along said north line and the north line of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, a distance of 1966.14 feet to the northeast corner of said West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24; thence S.00°40'22"W., along the east line of said West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 24, a distance of 1324.15 feet to the southeast corner of said West 1/2 of the Southeast 1/4 of the Northeast 1/4; thence N.89°07'50"W., along the south line of said West 1/2 and the south line of the above mentioned Southwest 1/4 of the Northeast 1/4, a distance of 1983.40 feet to the southwest corner of the above mentioned Southwest 1/4 of the Northeast 1/4; thence N.00°32'50"E., along the west line of said Southwest 1/4 of the Northeast 1/4, a distance of 1,261.47 feet to a point lying S.00°32'50"W., a distance of 50.00 feet from the above mentioned northwest corner of the Southwest 1/4 of the Northeast 1/4, said point being the southwest corner of a parcel as dedicated in Official Record Book 1412, Page 4824, Public Records of Manatee County, Florida; thence along the boundary of said parcel for the following four calls: (1) thence S.88°22'25"W., a distance of 142.17 feet; (2) thence N.86°04'24"W., a distance of 62.00 feet; (3) thence N.78°27'45"W., a distance of 61.00 feet; (4) thence N.00°13'39"E., a distance of 29.35 feet to the POINT OF BEGINNING.

ACCEPTED IN OPEN SESSION
MAY 24 2005
CLERK OF COUNTY COMMISSIONERS, MANATEE COUNTY

This Instrument Prepared by and Return to:

Kimberly D. Ashton, Esq.
Vogler Ashton
1001 3rd Ave. W. Ste. 420
Bradenton, Fl. 34205
941.388 9400

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WISTERIA PARK

THIS FIRST AMENDMENT (hereinafter the "First Amendment") is made as of the 16th day of June, 2005 by Wisteria Park Associates, L.L.C., a Florida limited liability company (hereinafter collectively referred to as "Declarant").

RECITALS:

WHEREAS, Declarant has caused the Declaration of Covenants, Conditions and Restrictions For Wisteria Park (the "Declaration") to be recorded in Official Records Book 2023, Page 3392, Public Records of Manatee County, Florida; and

WHEREAS, Declarant is actively developing the Subdivision; and is therefore empowered to amend the Declaration pursuant to Article 12.06 thereof.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Declarant, for itself and its respective legal representatives, successors and assigns, hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Declarant Agreements with Bright House.** Declarant and Bright House Networks, LLC, have entered into those certain Bulk Digital and High Speed Internet Services Agreements (hereinafter the "Cable Agreements") for the installation, maintenance and service of all facilities necessary to transmit and provide for broadband communication services to the Subdivision, including, but not limited to, cable television, Road Runner High Speed Internet Service (or the other High Speed Service) and other video-and/or-sound services provided over the Bright House System as set forth more fully in the Cable Agreements (hereinafter the "Services"). Pursuant to the Cable Agreements, each Owner shall be responsible for the payment for the Services through the Association's Assessment process, and as such, fees for the Services shall be Assessments levied against each Lot in the Subdivision.
3. **Effect on Remainder of Declaration.** Except to the extent modified herein this First Amendment, all terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties herunto set their hands and seals the day and year first above written.

(Signature Page to Follow)

Signed, sealed and delivered
in the presence of:

Betty Davis
Print Name BETTY DAVIS
Dale E. Weidemiller

Print Name DALE E. WEIDEMILLER

WISTERIA PARK ASSOCIATES, L.L.C., a
Florida limited liability company
By: [Signature]
Signature
JOHN A NEAL
John A. Neal, its Managing Member

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 6th day of June, 2005, by John A. Neal, as
Managing Member of Wisteria Park Associates, L.L.C., a Florida limited liability company
☒ who is personally known to me
☐ who produced _____ as
identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes
therein expressed under authority duly vested in him/her by said corporation.
My Commission Expires:

[Signature]
Signature

DALE E. WEIDEMILLER

Printed Name

NOTARY PUBLIC



Dale E. Weidemiller
Commission # DD377890
Expires January 14, 2009
Bonded Troy Feltz - Insurance, Inc. 800-385-7019

This Instrument Prepared by and return to:
Kimberly D. Ashton, Esq.
Vogler Ashton
1001 3rd Ave. W., Ste. 420
Bradenton, FL 34205
941.388.9400

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WISTERIA PARK

THIS SECOND AMENDMENT (hereinafter the "Second Amendment") is made as of the 6th day of July, 2005, by Wisteria Park Associates, LLC, a Florida limited liability company (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant has caused the Declaration of Covenants, Conditions and Restrictions For Wisteria Park (the "Declaration") to be recorded in Official Records Book 2023, Page 3392, Public Records of Manatee County, Florida, and the First Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria Park (the "First Amendment") to be recorded in Official Records Book 2026, Page 7954, Public Records of Manatee County, Florida; and

WHEREAS, Declarant is actively developing the Subdivision; and is therefore empowered to amend the Declaration pursuant to Article 12.06 thereof.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Declarant, for itself and its respective legal representatives, successors and assigns, hereby amends the Declaration as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.
2. Signs. Section 10.20 of the Declaration is deleted in its entirety and replaced with the following amended Section 10.20:

"10.20. Signs. No sign of any kind shall be displayed on any Lot except as follows:

- A. Individual, ornamental house number and name plates may be displayed, provided their size, color, design, and location is approved by the ARC. Either Developer or the ARC may require the use of standard house number and name signage.
- B. During the course of construction of a home on a Lot, a construction sign not exceeding four square feet identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon issuance of a Certificate of Occupancy by Manatee County for the home.
- C. Other signs may be displayed if such signs are approved by the Developer as to size, design, location and content."

3. Leases. The following new Paragraph 10.28 is added to the Declaration:

"10.28. Leases. No portion of a Lot or Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor/landlord upon default by lessee/tenant in observing any of the provisions of this Declaration, as same may be amended, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or

instrument governing the Subdivision or administered by the Association. The leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association. The minimum duration of a Lease shall be six (6) months.

Owners wishing to lease their Lots and Units may, if the Board so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Subdivision resulting from acts or omissions of lessees/ tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the Lessee/tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 and exclusive of any interest retained by the Association, shall be returned to the Owner within sixty (60) days after the tenant vacates the Unit.

The Provisions of this Section shall not apply to property owned by the Declarant."

4. Effect on Remainder of Declaration. Except to the extent modified herein this Second Amendment, all terms and conditions of the Declaration and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Karen L. Byrnes

Print Name KAREN L. BYRNES

Nancy K. Erush

Print Name Nancy K. Erush

WISTERIA PARK ASSOCIATES, LLC^a
Florida limited liability company

By:

Signature

JOHN A. NEAL
John A. Neal, its Managing Member

STATE OF FLORIDA
COUNTY OF MANATEE

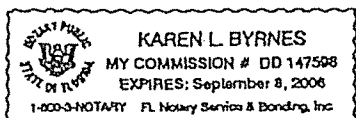
The foregoing instrument was subscribed and sworn to before me this 6th day of July, 2005, by John A. Neal, as Managing Member of Wisteria Park Associates, LLC, a Florida limited liability company

✓ who is personally known to me

who produced NIA

identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.

My Commission Expires:



Signature

KAREN L. BYRNES

Printed Name

NOTARY PUBLIC

This Instrument Prepared by and return to:
Kimberly D. Ashton, Esq.
Vogler Ashton
1001 3rd Ave. W., Ste. 420
Bradenton, FL 34205
941.388.9400

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WISTERIA PARK**

THIS THIRD AMENDMENT (hereinafter the "Third Amendment") is made as of the 10th day of July, 2005, by Wisteria Park Associates, LLC, a Florida limited liability company (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant has caused the Declaration of Covenants, Conditions and Restrictions For Wisteria Park (the "Declaration") to be recorded in Official Records Book 2023, Page 3392, Public Records of Manatee County, Florida, and the First Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria Park (the "First Amendment") to be recorded in Official Records Book 2026, Page 7954, Public Records of Manatee County, Florida, and the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria Park (the "Second Amendment") to be recorded in Official Records Book 2035, Page 7636, Public Records of Manatee County, Florida; and

WHEREAS, Declarant is actively developing the Subdivision; and is therefore empowered to amend the Declaration pursuant to Article 12.06 thereof.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Declarant, for itself and its respective legal representatives, successors and assigns, hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Irrigation.** Manatee County has a reclaimed effluent irrigation system available for the Subdivision, and therefore, Lots shall connect to the Manatee County reclaimed effluent irrigation system, as set forth in Section 10.17 of the Declaration; and Lots shall not connect to the Central Irrigation System, as set forth in Section 10.16 of the Declaration. Further, all references in the Declaration to "Central Irrigation System" and "Stormwater Easement License and Reimbursement Agreement" are hereby deleted; and Exhibit "I" to the Declaration is hereby deleted in its entirety.
3. **Effect on Remainder of Declaration.** Except to the extent modified herein this Third Amendment, all terms and conditions of the Declaration, First Amendment, and Second Amendment shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

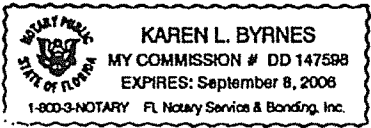
Signed, sealed and delivered
in the presence of:

Karen L. Byrnes
Print Name Karen L. Byrnes
Carla Briggs
Print Name CARLA BRIGGS

WISTERIA PARK ASSOCIATIES, LLC, a
Florida limited liability company
By: [Signature]
Signature JOHN A. NEAL
John A. Neal, its Managing Member

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 18th day of July, 2005, by John A. Neal, as Managing Member of Wisteria Park Associates, LLC, a Florida limited liability company
✓ who is personally known to me N/A sa
who produced N/A
identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.
My Commission Expires:



Karen L. Byrnes
Signature Karen L. Byrnes
Printed Name
NOTARY PUBLIC

This Instrument Prepared by and return to:
Vogler Ashton
2411 -A Manatee Ave. West
Bradenton, FL 34205
941.388.9400



**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WISTERIA PARK**

THIS FOURTH AMENDMENT (hereinafter the "Fourth Amendment") is made as of the ____ day of September, 2010, by Wisteria Park Associates, LLC, a Florida limited liability company (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant has caused the Declaration of Covenants, Conditions and Restrictions For Wisteria Park to be recorded in Official Records Book 2023, Page 3392; Public Records of Manatee County, Florida; and, the First Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria Park to be recorded in Official Records Book 2026, Page 7954, Public Records of Manatee County, Florida; and, the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria Park to be recorded in Official Records Book 2035, Page 7636, Public Records of Manatee County, Florida; and, the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria Park to be recorded in Official Records Book 2039, Page 7610, of the Public Records of Manatee County, Florida; and, the Clarifying Amendment to Declaration of Covenants, Conditions and Restrictions for Wisteria Park to be recorded in Official Records Book 2314, Page 2008, Public Records of Manatee County, Florida, (the Declaration and all Amendments thereto being collectively referred to herein as the "Declaration"); and,

WHEREAS, Declarant is empowered to amend the Declaration pursuant to the terms hereof.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Declarant, for itself and its respective legal representatives, successors and assigns, hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Article 5.01.** Article 5.01 of the Declaration is hereby amended by deleting existing Article 5.01 and replacing it with the following:

"5.01 Personal Obligation and Lien for Assessments. Each Owner of a Lot covenants and agrees to pay to the Association all Assessments (including but not limited to Annual and Special Assessments), and the Capital Contribution established pursuant to the Declaration, which Capital Contribution and Assessments are levied with respect to such Lot so owned by an Owner in accordance herewith. The covenant and agreement of an Owner shall begin upon acquisition of such ownership interest in a Lot by any means whatsoever, whether or not it shall be so expressed in any deed or other instrument. Each Assessment, together with Delinquency Charges, Fees, Attorney Fees, Fines or the like, including any Capital Contributions, (collectively the "Assessment") as provided for in the Declaration, shall be the personal obligation of the Owner of such Lot at the time when the Assessment is due and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. The personal obligation to pay all Assessments, including all past due Assessments and Delinquency Charges, shall also pass to the heirs, personal representatives, assigns, tenants and successors in title of an Owner (and a first mortgagee or any mortgagee

acquiring title by any means shall be deemed a successor in title to the Owner), and both/all shall be jointly and severally liable for all of the Assessments, including all past due Assessments and any Delinquency Charges. All Assessments, together with such Delinquency Charges, shall also be a charge on the land, running with the land, and a continuing lien upon the Lot with respect to which such Assessment is levied and such continuing lien shall pass to the successors in title of an Owner (which successors in title includes a first mortgagee or any mortgagee who may acquire title by any means, including deed in lieu of foreclosure and foreclosure), and both/all shall be jointly and severally liable for the Assessments, including all past due Assessments and any Delinquency Charges. The Association may record in the Public Records a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such notice is not required in order for the continuing lien for Assessments to be valid."

3. **Article 5.11.** Article 5.11 of the Declaration is hereby amended by deleting Article 5.11 and replacing it with the following:

"Rights of Mortgagees. The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot after a mortgage is recorded with respect thereto, but prior to the transfer or conveyance of title as a result of a foreclosure or a conveyance in lieu of such foreclosure, shall be subordinate to the lien of such mortgage. An Owner acquiring title to a Lot as a result of foreclosure or conveyance in lieu thereof, including a first mortgagee or any mortgagee, shall be jointly and severally liable with the previous Owner for all unpaid Assessments and any Delinquency Charges that came due up to the time of transfer of title; and the Association shall deem such unpaid Assessments and Delinquency Charges due and payable from the Owner (including a first mortgagee or any mortgagee) acquiring title through such foreclosure or conveyance in lieu thereof. All Assessments, together with such Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot with respect to which such Assessment is levied and such continuing lien shall pass to the successors in title of an Owner (which successors in title includes a first mortgagee or any mortgagee who may acquire title by any means, including deed in lieu of foreclosure and foreclosure), and all shall be jointly and severally liable for the Assessments, including all past due Assessments and any Delinquency Charges. Nothing contained herein shall relieve an Owner from responsibility for Assessments for the period of time such Owner owned such Lot. Assessments against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein."

4. **Effect on Remainder of Declaration.** Except to the extent modified herein, all terms and conditions of the Declaration, as amended, shall remain in full force and effect.

(SIGNATURE PAGE TO FOLLOW; REMAINDER OF AMENDMENT INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sherry S. Doddeema
Print Name SHERRY S. DODDEMA

Print Name _____

WISTERIA PARK ASSOCIATIES, LLC, a
Florida limited liability company

By:

[Signature]
Signature

John A. Neal, its Managing Member

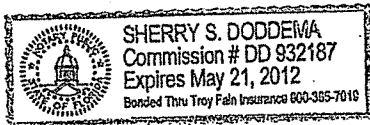
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 22nd day of September, 2010, by John A. Neal, as Managing Member of Wisteria Park Associates, LLC, a Florida limited liability company

X who is personally known to me
who produced _____ as

identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.

My Commission Expires:



Sherry S. Doddeema
Signature
SHERRY S. DODDEMA

Printed Name

NOTARY PUBLIC

JOINDER OF ASSOCIATION

The WISTERIA PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, hereby joins in and consents to the Fourth Amendment for the purpose of accepting all rights, obligations and responsibilities of the Association thereunder.

IN WITNESS WHEREOF, the undersigned has caused this Joinder of Association to be executed in its name by its duly authorized officer this 22nd day of September, 2010.

WISTERIA PARK HOMEOWNERS ASSOCIATION,
INC., a Florida not for profit corporation

Sherry S. Doddeema
Print Name SHERRY S. DODDEMA

Print Name _____

By:

James R. Schier
Signature

JAMES R. SCHIER

Print Name

President
Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

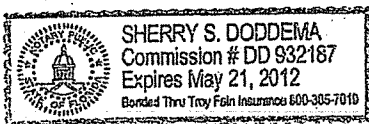
The foregoing instrument was subscribed and sworn to before me this 22nd day of September, 2010,
by JAMES R. SCHIER as

President
Of Wisteria Park Homeowners Association, Inc., on behalf of the Corporation.

X who is personally known to me
who produced _____ as

identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.

My Commission Expires:



Sherry S. Doddeema
Signature

SHERRY S. DODDEMA

Printed Name