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**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

CYPRESS GLEN AT RIVER WILDERNESS

THIS DECLARATION is made and executed this 17th day of October, 2019 by **WEST COAST LAND PARTNERS, LLC**, a Delaware limited liability company (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, Developer is the owner of the real property in Manatee County, Florida, more particularly described in Article II hereof; and

WHEREAS, Developer desires that the property be developed into a planned single-family residential community to be known as "Cypress Glen at River Wilderness" (the "Subdivision"); and

WHEREAS, in order to develop and maintain the Subdivision as a residential community and to preserve, protect and enhance the values and amenities thereof, it is necessary to declare, commit and subject the real property described in Article II and such additions as may hereafter be made pursuant to Article II and the improvements now and hereafter constructed thereon to certain covenants, conditions, restrictions and regulations, and to delegate and assign to a non-profit corporation certain powers and duties of administration, management, operation, maintenance and enforcement; and

WHEREAS, Developer has caused Cypress Glen at River Wilderness Homeowners Association, Inc., to be incorporated under the laws of the State of Florida as a non-profit corporation for such purposes,

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for themselves and their respective legal representatives, successors and assigns, hereby declares that the real property described in Article II and such additions as may hereafter be made pursuant to Article II shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and regulations which shall run with the title to the property, and the grantee of any deed conveying any portion of the property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and regulations and to have covenanted to observe, comply with and be bound by all such covenants, conditions, restrictions and regulations.

ARTICLE I DEFINITIONS

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

1.1 “**Association**” means the entity known as Cypress Glen at River Wilderness Homeowners Association, Inc., a Florida non-profit corporation. The Association is a "Neighborhood Association" as defined in the Master Declaration. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors.

1.2 “**Board**” means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

1.3 “**Articles**” means the Articles of Incorporation of the Association.

1.4 “**By-Laws**” means the By-Laws of the Association.

1.5 “**Assessment**” means and refers to a charge against an owner and his or her lot, made by the Association in accordance with the Declaration and secured by a lien against such lot as hereinafter provided.

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

1.7 “**Architectural Review Committee**” means the Board of the Association which will review and approve architectural plans for improvements on the Lots and as herein provided.

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

1.9 “**Lot**” means a lot as shown and numbered on the Plat, or any other plat recorded in connection with the addition of other real property as described in Article II, below. "Lot" shall not include any platted land that is Common Property.

1.10 “**Developer**” means West Coast Land Partners, LLC, a Delaware limited liability company, and its successors and assigns, upon a specific designation to such successors or assignees of the rights of Developer under the Declaration in an instrument recorded in the public records of Manatee County, Florida.

1.11 “**Owner**” means the record title holder of a Lot. “Owner” shall not include Developer, its successors and assigns as Developer until such time as Developer membership terminates.

1.12 “**Plat**” means the plat of Cypress Glen at River Wilderness, Phase IV, recorded in the Public Records of Manatee County, Florida, as set forth in Article II, below, and any additional plats recorded as part of the addition of other real property as described in Article II below.

1.13 “**Master Association**” or “**Foundation**” means River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation.

1.14 “**Master Declaration**” means the Declaration and General Protective Covenants dated December 31, 1984, and recorded January 8, 1985 in Official Records Book 1100, Page 3266, Public Records of Manatee County, Florida, as amended and supplemented from time to time.

Other terms used herein shall have the definitions set forth in the Master Declaration, unless otherwise defined herein or unless the context shall otherwise require.

ARTICLE II LAND PLAN

2.1 **Existing Property.** The existing real property which is subject to this Declaration is all property within Cypress Glen at River Wilderness, Phase IV, a Subdivision, as per the Plat thereof recorded in Plat Book 65, Pages 66 through 69, of the public records of Manatee County, Florida (herein referred to as “Cypress Glen Plat”; the property contained within the Cypress Glen Plat is herein referred to as “Cypress Glen at River Wilderness” a Subdivision), and once recorded in said public records, the plat for Cypress Glen shall consist of a total of 47 single family residential building lots. An initial List of Holdings of the Subdivision is attached hereto as **Exhibit A** and incorporated herein. The Subdivision is a “Neighborhood” as defined in the Master Declaration.

2.2 **Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Developer 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, provided such property is within River Wilderness as defined in the Master Declaration. 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 Developer 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 property described above in Section 2.1.

(b) Other Additions. Upon written approval of the Master Association, and 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 Developer) 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.

2.3 **The Property.** Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration and the Master 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 Developer shall have the right to maintain facilities on the Lots owned by the Developer for sales and promotional purposes, and for maintenance purposes.

2.4 Boulevard Landscaping. Landscaping of Private Roadway medians and circles is intended to be installed by Developer. Developer does hereby reserve to Developer and hereby grants to the Association the right to plant trees, hedges, grass and landscaping and to provide for irrigation and illumination of same, within all landscape easements areas, boulevard circles and median strips dividing roadways, in any manner the Association, in its sole discretion, with the approval of the Architectural Review Committee, deems necessary and proper in order to identify and beautify such areas.

2.5 Description of Common Property. Except to the extent legally described in any Lot as designated on the Plat, the Common Property shall consist of the following:

(a) The private streets within the Subdivision, together with certain landscaping and other structures or installations located within such streets within the Subdivision or within the areas designated as landscape easement on the Plat or within any additional landscape easements granted to the Association over property outside of the Plat, including the easements described in Section 2.13, including but not limited to sidewalks, decorative pavers, landscaping, landscaping berms and mounds, decorative walls, fences and screening, irrigation and illumination lines and systems, reclaimed or effluent water systems or potable water systems, and signage located in a median or center of a cul de sac or street, which shall be deemed Common Property for purposes of maintenance and replacement, subject however to the rights of governments having jurisdiction.

(b) Easements in drainage swale areas and other stormwater management and drainage systems facilities, areas and installations, and irrigation and utility easements located other than on Common Property and designated on the Plat of the Subdivision.

(c) The "Open Spaces" shown on the Plat, which areas contain wetlands; drainage/landscape and buffer areas; lakes and stormwater retention areas, and related drainage features; conservation easements and mitigation areas. The Association shall be responsible for maintaining the Open Spaces in accordance with all applicable governmental requirements.

(d) A recreation area, to be located as shown on the Plat, containing such recreational elements as Developer may elect to provide.

(e) Such additional Common Property as Developer may elect to add. Developer reserves the right to amend or alter the development plan of the Common Property. It shall be the responsibility of the Association to maintain any additional Common Property as Developer may elect to add.

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

The initial improvements described in 2.5(a) and (b) above for the Subdivision shall be completed by Developer prior to the conveyance of the first Lot in the Subdivision to an Owner (not including any conveyance to builders, contractors, or others who purchase a Lot for the purpose of constructing

improvements thereon for resale); provided, however, that if for any reason Developer has not completed construction of such facilities and improvements by such date, no cause of action may be maintained against Developer by the Owner of any Lot or by Association until Developer has first been given a written notice, and failed for a period of ninety (90) days after receipt of same to complete such improvements. Each of the identified areas of Common Property may also include associated lighting, electrical connections, signage, irrigation and other appropriate facilities, utilities and installations, all of which shall be deemed a part of the Common Property. Provisions regarding County right of entry and compliance with Manatee County Land Development Code are attached hereto as **Exhibit B** and incorporated herein.

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

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

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

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

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

2.7 Title to Common Property. Developer shall convey to the Association and/or the Foundation legal title to the Common Property, subject to the members' right of enjoyment. Developer, for itself, its successors and assigns, hereby covenants that it shall convey by quit claim deed the Common Property to the Association and/or the Foundation once the final Lot has been conveyed to an Owner, which conveyance shall be free and clear of all liens and encumbrances except ad valorem taxes for the year in which the conveyance takes place, the provisions of this Declaration and easements and other rights and reservations of record, none of which shall, however, unreasonably interfere with the use of the common property for its intended purpose. Notwithstanding the foregoing, developer may, in its sole discretion, elect to convey any portion or portions, or all of the common property to the Association and/or the Foundation at any time prior to the conveyance of the final lot as provided above. Developer may convey all of the common property to the Association, all to the Foundation, or a portion to each. Developer anticipates that it will (i) convey the private streets to the Foundation, which will be responsible for the maintenance of such private streets, and (ii) convey the remainder of the Common Property to the Association, which will be responsible for the remaining Common Property; however, Developer may elect to proceed differently should Developer so choose in its sole discretion. The Association or the Foundation, as applicable, shall be responsible for maintenance of the Common Property from and after

the first conveyance of a Lot by Developer to an Owner. Additionally, from and after the first conveyance of a Lot by Developer to an Owner, the Association or the Foundation, as applicable, shall pay all real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners. Subsequent to the conveyance by Developer to the Association or the Foundation, there shall be no further disposition of Common Property that is real property, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Property, without first offering to dedicate the same to Manatee County or other appropriate governmental agency. **In the event of the dissolution of the Association, the property consisting of the surface water management system shall be transferred to one of the entities identified in Sections 12.3.1(a) through (f) of the SWFWMD Applicant Handbook all in compliance with the requirements of Section 12.3 Operating and Maintenance Entities of the SWFWMD Applicant Handbook.**

2.8 **Delegation of Use.** Any Owner may delegate his or her right of enjoyment in the Common Property to the members of his or her family, tenants, contract purchasers, or social guests, subject to the provisions of the By-Laws and any rules and regulations adopted by the Association.

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

2.10 **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 Association and/or the Foundation, as applicable, and the Director of the Manatee County Planning, Permitting and Inspections Department, or such successor agency as may assume the duties of that department.

2.11 **Destruction of Improvements.** In the event of partial or total destruction of improvements to the Common Property that the Association is required to maintain, the Association shall utilize its best efforts and resources reasonably available within existing or future budgets to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained by the Association pursuant hereto shall be used for such purpose.

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

2.13 **Easements Within the Subdivision.** Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area or wetland mitigation area are reserved as may be shown on the recorded Subdivision Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot except for those improvements for

which a public authority, utility company or the Association is responsible. All Lots shall be subject to an easement of ingress and egress for the benefit of the Developer, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate forty-eight (48) months after the date such Lot is conveyed to the Owner by the Developer.

ARTICLE III THE ASSOCIATION

3.1 **General.** The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of all of the property. The Association shall act solely in accordance with the terms and provisions of the Master Declaration, this Declaration, the Articles of Incorporation and the By-Laws. A copy of the Articles of Incorporation is attached hereto as **Exhibit "F."** A copy of the Bylaws is attached hereto as **Exhibit "G."**

3.2 **Membership.** The Owner of each Lot shall be a member of the Association and no one who is not an Owner of an interest in a Lot shall be a member of the Association. Each Owner accepts membership in the Association and agrees to be bound by the Master Declaration, this Declaration, the Articles and By-Laws of the Association and any rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a Lot, and may not be transferred separate and apart from a transfer of ownership of the Lot. Membership automatically terminates upon the sale or transfer of an Owner's interest in a Lot, whether voluntary or involuntary. A member's voting rights or privileges in connection with the Common Property, or both, may be regulated or suspended as provided in this Declaration, the By-Laws or Association rules. A Notice to Buyers is attached hereto as **Exhibit "C"** and incorporated herein.

3.3 **Voting Rights.** For purposes of voting rights, the Association shall be deemed to have two types of membership, Regular Membership and Developer Membership. Regular Members shall be all Owners of Lots with the exception of the Developer Members, if any. Subject to the terms of Section 6.2 hereof, Regular Members shall be entitled to one vote for each Lot in which such members hold a required ownership interest; provided, however, that when there are multiple Owners of a Lot, there shall nevertheless be only one vote for each Lot, which vote shall be exercised among the Owners of said Lot as provided in the By-Laws. Developer Members shall be the Developer or any successor to Developer who takes title for the purpose of development and sale, and any Partial Successor Developer designated by Developer. The Developer Members shall originally be entitled to 47 votes upon recording of the Plat. This number shall be decreased at any given time by one vote for each Lot then owned by one or more Regular Members. If Developer conveys Lots to a Partial Successor Developer, it shall assign not less than one Developer Member vote for each Lot so conveyed to a Partial Successor Developer. Any votes not so assigned to a Partial Successor Developer shall be retained by Developer. To the extent Developer assigns votes to a Partial Successor Developer, when a Partial Successor Developer conveys a Lot to a Regular Member, the vote attributable to the owner of such Lot shall be deducted from the number of Partial Successor Developer votes assigned to the Partial Successor Developer conveying such Lot. Developer Membership shall terminate and become converted to Regular Membership upon the happening of the earlier of the following:

- (i) When the total outstanding Regular votes equals 47;
- (ii) December 31, 2023; or
- (iii) When, in its discretion, the Developer so determines.

After the earliest of such events, the Developer Members shall be deemed to be Regular Members entitled to one vote for each Lot. Within sixty (60) days after such date, Developer shall call a meeting as provided in the By-Laws for special meetings to advise the membership of the termination of Developer member status.

3.4 Election of Board of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws. No annual meeting shall be held until such time as the Regular Members are entitled to elect a director pursuant to the provisions of Paragraph 3.5 below.

3.5 Control of Board During Development. Subject to the provisions of Section 617.307, Florida Statutes, during the time that Developer Members have more votes than the Regular Members, Developer shall have the right to designate or elect the members of the Board, and the Directors so designated by Developer need not be members of the Association. Provided, however, that Developer may waive its right to designate any one or more Directors, as provided in the By-Laws, and may assign its right, in whole or in part, to designate Directors to Partial Successor Developers.

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

- (a) Enforce the provisions of this Declaration, the Articles and By-Laws by appropriate means and carry out the obligations of the Association hereunder.
- (b) Maintain, regulate and otherwise manage all of the Common Property, except to the extent that such duties are performed by the Master Association. An initial Maintenance Program for the Subdivision is attached hereto as **Exhibit "D"** and incorporated herein. A Projected First Year Budget is attached hereto as **Exhibit "E"** and incorporated herein.
- (c) Pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners or the Master Association.
- (d) Obtain, in the Association's name, all required utility and other services for irrigation and illumination of the Common Property, and obtain and pay for the cost of electrical power, water and other utilities used in connection therewith, except to the extent provided and paid for by the Master Association.
- (e) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, except to the extent provided and paid for by the Master Association.
- (f) Have the power to acquire additional Common Property by purchase or lease.
- (g) Have the power to make and enforce reasonable rules and regulations governing the Common Property, which rules and regulations shall be consistent with this Declaration and the Master Declaration.
- (h) Have any and all powers reasonably necessary, appropriate or deemed desirable

to oversee, manage, maintain and operate the Common Property.

3.7 **Repair and Maintenance by the Association.** The Association shall be responsible for the maintenance, repair and replacement of the following, except to the extent that such duties are performed by the Master Association:

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

(b) Any part of any Lot or Parcel designated as a "landscape easement" which shall include the right of entry and re-entry for the purpose of planting, maintaining, irrigating, trimming, pruning and replacing all landscape material located within such landscape easement, as well as attending to any signage and lighting forming a part of such landscape easement.

(c) Association shall maintain and preserve (i) all plants, trees, hedges, grass and landscaping in the Private Roadways Medians and Circles as referenced and described in Paragraph 2.4. The obligation to maintain and preserve shall include irrigation systems, landscaping and walls, fences, gates, signs, sidewalks and such other structures as may be located within such rights of way for artistic or decorative purposes, other than street improvements and public utilities.

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

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

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

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

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

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

(e) Any signs and attendant lighting and landscaping in medians or on any easement granted the Association, and any street signs installed by Developer or the Association, as well as public signs to the extent not maintained by public authorities to a level deemed acceptable by the Board.

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

(g) The Association shall maintain the lawn, landscaping, and irrigation system on each Lot in a good, neat and orderly appearance and condition, consistent with the standards of maintenance throughout the Subdivision. The responsibility for installation and initial maintenance is the Developer's until such Lots are sold, when responsibility is transferred to the Association or property owner. The expense of the foregoing will be a Common Expense; provided, however, that the irrigation system for each Lot shall be connected to the Lot Owner's water meter such that the Lot Owner shall pay for the water used for the irrigation of the Owner's Lot as part of the Owner's overall water bill, and further provided that if an item of maintenance, repair or replacement is a result of any intentional or negligent act of an Owner, his or her 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 or her Lot for reimbursement as a Special Assessment hereunder.

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

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

3.9 Right to Maintain Lots and Buildings Thereon. If after providing an Owner thirty (30) days advance written notice of the existence of a violation of a covenant or restriction set forth herein, and in order to preserve the beauty, quality and value of the property, the Association shall have the right

to enter upon any Lot on which there exists a violation of a covenant or restriction set forth herein, to remove and cure such violation if possible without inconvenience to the Owner or otherwise disturbing the peace of the neighborhood. Additionally, the Association shall have the right to impose a fine upon the Owner in accordance with Paragraph 8.14. In addition to any fine imposed by the Association, any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained, and the Association shall have the right (i) to impose a lien on such Lot as provided in paragraph 7.10 and (ii) to enforce such lien as provided in paragraph 7.1.

ARTICLE IV ARCHITECTURAL REVIEW

4.1 **Architectural Review Committee.** For the purposes of carrying out the Architectural Review process, there shall be an Architectural Review Committee (the "ARC"). The members of the ARC shall consist of the Board. Provided, however, that anything herein contained to the contrary notwithstanding, until such time as the Developer no longer has the right to elect or designate a majority of the Board, the original Developer or its designee shall serve as the ARC.

4.2 **Architectural Standards.** The ARC may, after thirty (30) days written notice to all Lot Owners and from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of the Master Declaration, this Declaration or the By-Laws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Subdivision. All standards shall be adopted and applied on a uniform basis and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligation, prohibitions and guidelines contained in this Declaration. As a component of the Subdivision's architectural standards, the ARC shall adopt and promulgate architectural standards prescribed by the Developer for the mandatory use of uniform house numbers, mail boxes, lamp posts, security gate controls, car insignias, garbage cans, and such other items as may be prescribed for continuity in the development of homes within the Subdivision. All such items shall be deemed part of the Subdivision's "Accessory Package." The ARC shall have the power and authority to require that each Owner of a Lot incorporate and comply with the required elements of the Accessory Package.

4.3 **When Architectural Review Required.** Architectural Review shall be required in each of the following circumstances:

- (a) Whenever the Owner of a Lot proposes to construct improvements thereto or remove improvements therefrom.
- (b) Whenever any reasonably visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.
- (c) Whenever any Owner or the Association proposes to maintain or repair an improvement or Lot in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the improvement thereon.
- (d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

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

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

- (a) A site plan for the Lot showing the location, shape and dimensions of all proposed structures, pavement and landscaping to be installed and plant material to be removed.
- (b) Complete floor plans and exterior elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living area and other areas.
- (c) Specification of all materials to be used, including description of type, color and nature.
- (d) Specification of all plant and other material proposed for landscaping and irrigation plans.
- (e) Samples of materials and proposed colors for external application.
- (f) Such other additional and supplementary information and materials as the ARC may reasonably require.

The ARC may waive formalities in the submission process, and may waive any one or more of the above requirements if it deems the application, description, plans or specifications provide information of reasonably sufficient detail for the ARC to review. The ARC shall review and evaluate all submissions and shall, within thirty (30) days after receipt of such application and all additional information required, 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 or promulgated architectural standards where applicable. The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditional approval, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations. Failure of the ARC to approve or disapprove within thirty (30) days after receipt of all such material shall be deemed approval. 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, and the ARC does not indicate disapproval thereof for a period of twelve (12) months after completion of such improvements, then such improvements shall be deemed to have been approved by the ARC. Provided, however, that if during such period after completion the ARC does indicate its disapproval, then such construction or other improvements may be

required to be removed or altered to comply with such plans and specifications 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 expedite such application, but shall not have an increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

4.5 **Routine Procedures.** Where the ARC has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, a Lot Owner may comply with such standards without formal approval. If, however, the finished work violates the established architectural standards the ARC can require the violation to be corrected.

4.6 **Appeal.** Any person aggrieved by a decision of the ARC may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than ten (10) days after the date upon which the decision of the ARC is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision of the ARC. Failure of the Board to act within such thirty (30) day period shall be deemed a decision and affirmation of the party appealing as to the point appealed. For the purposes of this Section, the aggrieved party shall have standing to initiate the appeal, and the owners of any three (3) or more Lots shall also have standing to initiate an appeal from any decision of the ARC, provided such Lot Owners follow the provisions of this paragraph. Provided, however, that during the time the Developer serves as the, ARC, there shall be no right of appeal from decisions of the Developer as the ARC.

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

4.8 **Records.** The Association, through the ARC, shall maintain records of all Architectural Review proceedings.

ARTICLE V ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

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

5.2 **Building Lines.** The building setback lines for the front, side and rear yards shall be as

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

5.3 Building Height Limitation and Roofs. 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. All roofs shall be at least a 6/12 pitch and shall be constructed of tiles or architectural dimensional shingles.

5.4 Minimum Floor Space. Each single family dwelling located on a lot shall contain not less than 1,700 square feet of air conditioned living area, which shall not include porches, patios, lanais, garages or breezeways.

5.5 Garages. Unless otherwise specifically approved by the ARC, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have an enclosed garage for at least two (2) and no more than three (3) automobiles. No carport shall be permitted. No garage shall be enclosed by screen or otherwise, or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. All vehicles, boats and all other items shall be kept within the enclosed garage at all times except for loading, unloading or washing. Garage doors shall be kept closed at all times except when moving vehicles and other items into or out of the garage or when an Owner is inside the garage and requires ventilation.

5.6 Driveways and Mailboxes. All dwellings shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All driveways shall be constructed with concrete pavers unless otherwise specifically approved by the ARC. An Owner shall repair in a neat and orderly fashion any and all curbs broken in construction of a driveway entrance. Mailboxes and supporting poles, if any, and lamp posts shall be of a design approved by the Developer or the ARC.

5.7 Recreational Facilities.

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

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

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

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

5.10 **Antennae and Aerials.** No antennae, mast, dish, disc, aerial or other similar device shall be placed upon any Lot or affixed to the exterior of any building, and no such facility placed or affixed within a building shall extend or protrude beyond the exterior of such building. Provided, however, the ARC may approve any such item if it is erected and maintained in such a way that it is screened from public view.

5.11 **Clothes Drying Area.** No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot, and clothing sheets, blankets, towels or other articles shall not be hung over fences or otherwise exposed.

5.12 **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 Developer or by the Board and entrance or other identification signs or billboards may be installed by the Developer or the Board;

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

(c) Any and all other signs must comply with the restrictions set forth in the Master Declaration.

5.13 **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.

5.14 **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.

5.15 **Sales Office of Developer.** Notwithstanding anything in this Declaration to the contrary, Developer 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 Developer. Developer's sales office shall not be required to undergo architectural review. Developer may maintain a garage sales office consisting of a garage with french doors facing the street, or such other sales office as Developer deems appropriate in Developer's sole discretion. The Developer expects to bring such sales office structures into ARC compliance prior to selling the property as a Lot or Lots.

5.16 **Owner Compliance with SWFWMD.** It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD). It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within

the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. No Owner of any Lot may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4.

5.17 **Wetland and Wetland Buffer Preservation Area.** Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Preservation 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.

5.18 **Association Compliance With SWFWMD.** A "Recorded Notice of Environmental Resource Permit" Form No. 62-330.090(I) shall be recorded in the Public Records of Manatee County, Florida. The Registered Agent for the Association shall maintain copies of all permitting actions for the benefit of the Association. The Association shall maintain the surface water management system in full compliance with the SWFWMD Environmental Resource Permit. SWFWMD has the right to take enforcement action, including civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the system facilities or in mitigation or conservation areas under the responsibility or control of the Association.

ARTICLE VI USE RESTRICTIONS AND COVENANTS

6.1 **Residential Use.** The Lots shall be used solely for single-family residential purposes and for no other purpose. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots

by Developer and the construction and sale by builders-owners of speculative homes on Lots in accordance with the terms and provisions of this Declaration.

6.2 Further Subdivision. No Lot shall be divided, subdivided, or reduced in size or increased in size. It is the Developer's intent that one house be constructed on one Lot and that the houses in this community be similar in size. Anything herein to the contrary notwithstanding, the Developer expressly reserves to itself, its successors or assigns the right to replat any Lot or Lots shown on the plat of any such subdivision in order to create a modified building Lot or Lots. Provided further that Developer may convey single family building sites with reconfigured boundaries from those shown on a plat, and the tract as so bounded and conveyed by Developer shall be deemed a "lot" subject to the provisions hereof as though same were originally platted as such.

6.3 Maintenance of Structures. Each owner shall maintain the exteriors of all structures on a Lot and any and all fixtures attached thereto in a sightly manner.

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

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

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

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

6.8 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred

or kept on any Lot except that dogs, cats or other indoor household pets may be kept provided that they are housed indoors, are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance, danger or annoyance to other Owners. An Owner exercising or walking its pet must keep the pet on a leash at all times and such Owner shall be responsible for cleaning up after the pet.

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

6.10 **Fences.** In order to achieve and maintain the desired ambiance and character within the Subdivision, it is desired that any fencing within the Subdivision be kept to an absolute minimum and be located within the extended line of the sidewalls of the house and run to the rear of the Lot. All fences shall require approval of the ARC after Architectural Review. The Developer, ARC and all Owners shall be obligated to keep fences within the Subdivision to a minimum in order to preserve and protect the appearance and values of the Subdivision Lots. In connection therewith, the use of trees, hedges and landscaping design shall be preferred over the use of fences, and the ARC may disapprove the use of fences where trees, hedges or landscaping may be used. Notwithstanding the foregoing, the Developer may install and the ARC may approve fences in conjunction with the use of trees, hedges and/or landscaping where deemed reasonably appropriate in the discretion of the Developer and/or ARC, such as along certain perimeter lots which may abut other properties. All fences, walls, hedges or other enclosures shall be constructed only of wood, masonry, landscaping or other materials as may be approved by the ARC after Architectural Review. No such fence, hedge or wall may be located except behind the rear building line of the structure upon each Lot, and no such fence, hedge or wall shall be located within 22 feet of the ordinary high water line of any lake or pond located within the Subdivision. Fences and walls must be finished on all parts thereof visible from other Lots and the streets. Fences must be immediately shielded with plantings that will cover 85% of the fence structure within two (2) growing seasons. Provided, however, that this provision shall not be deemed to apply to preclude small decorative fences, walls or other screening material located along the sides or front of a dwelling, which fences or walls form an integral part of the architectural design of the dwelling and are decorative in nature, and which are located within the front setback lines. In exceptional circumstances and for good cause shown, the ARC may grant a variance from the provisions hereof.

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

- (a) A street tree for every fifty (50) linear feet, or substantial fraction thereof, or right-of-way. The trees should be located within twenty-five (25) feet of the rights-of-way, and shall be

spaced no closer together than twenty-five (25) feet, unless they are part of a decorative grouping; and

- (b) One (1) additional tree per lot, preferably located in the rear yard.
- (c) The following requirements shall apply to the trees and their maintenance:
 - (i) The Lot Owner is responsible for the installation, maintenance and replacement of the required trees.
 - (ii) The trees shall meet the requirements of Section 715.10.5 of the Manatee Land Development Code.
 - (iii) Existing native trees should be used to fulfill these requirements, whenever possible.
 - (iv) None of the required trees shall be planted within a public or private utilities easement.
 - (v) Each tree shall be a minimum height of ten (10) feet and a minimum Diameter Breast Height (D.B.H.) of 2 ½ inches at the time of planting.
 - (vi) **Tree Protection.** No person may remove, relocate or otherwise destroy any tree installed upon any Lot, or otherwise allow, authorize or assist in the removal, relocation or destruction of such tree, without first obtaining (i) approval of the ARC in the manner required by the Declaration; and (ii) a tree removal permit issued by Manatee County, in accordance with then existing and applicable provisions of the Manatee County Land Development Code, consistently applied. The provisions of this paragraph shall not prohibit removal of unprotected species as defined in and authorized by the then-existing and applicable Manatee Land Development Code, consistently applied.
 - (vii) Any tree removal from a Lot must be replaced with the same size and type of tree as originally planted on the Lot.

6.12 Pools. No above-ground swimming pool shall be permitted at any time anywhere within the Subdivision. This provision shall not be deemed to prohibit hot tubs, therapy pools and hydra spas when they are incorporated into improvements and approved after Architectural Review. Likewise, the ARC may approve pools incorporated into improvements so approved even though such pool may be above grade. All pools shall be enclosed within a screened lanai and otherwise constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, fences conforming to Section 6.10, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, fencing, screening and caging shall be subject to Architectural Review.

6.13 Garage or Yard Sales. No garage or yard sale may be conducted on any Lot within the Subdivision.

6.14 Terms of Master Declaration. The improvement, occupancy and use of all property

within the Subdivision is also subject to all of the covenants, restrictions and provisions of the Master Declaration.

6.15 Preservation Areas. The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Preservation Areas without the prior consent of Manatee County; provided however, all construction activities and use of the Preservation Areas is consistent with the approved Preliminary and Final Site Plans and Construction Drawings for the Property shall be permitted uses of the Preservation Area without further consent by 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, except for permitted maintenance.
- (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.

ARTICLE VII ASSOCIATION EXPENSES, ASSESSMENTS AND LIENS

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

- (a) The maintenance, management, operation, repair and replacement of any Common Property, and all other areas of the Subdivision maintained by the Association.
- (b) Obligations incurred by the Association in excess of revenues because assessments have not been paid.
- (c) Maintenance by the Association of areas within rights of way or drainage

easements, systems or ditches adjoining or running through the 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 deemed appropriate by the Board.
- (g) Taxes and other governmental assessments and charges paid or payable by the Association.
- (h) Utility charges, including deposits and charges for the lease or purchase of equipment, incurred in the carrying out of other Association obligations hereunder.
- (i) The cost of maintaining the lawns, landscaping, and irrigation systems on the Owners' respective Lots.
- (j) The cost of any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association in connection with this Declaration, the Articles or By-Laws, and in furtherance of the purposes of the Association or a discharge of any obligations imposed on the Association by this Declaration.

7.2 Affirmative Covenant to Pay Association Expenses. Association Expenses shall be paid by the Association from funds assessed and collected from the Owners in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner the affirmative covenant and obligation to pay his or her respective share of the Association Expenses, which covenant shall run with the land. Each Owner, by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Association Expenses allocated pursuant to this Declaration to the Lot of such Owner. No Owner shall be relieved of liability for payment of his or her respective share of Association Expenses by non-use or abandonment of his or her Lot.

7.3 Annual Assessments. The Association shall assess each Owner for his or her respective share of Association Expenses by Annual Assessments determined and payable in the manner provided in Paragraphs 7.6 and 7.7 of this Declaration. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for improvement and maintenance of the Common Property.

7.4 Uniform Assessments. Each Lot shall share equally in all Assessments, including Annual and Special Assessments, except as provided in paragraphs 6.2, 7.6, 7.7 and 8.14.

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

7.6 Annual Assessment Until Developer Relinquishes Control. Commencing on the date of the closing of the purchase of a Lot from the Developer, each Owner shall be subject to an Annual Assessment (pro-rated as of time of closing for the fiscal year in which closing with the Developer shall

occur) during such period in such an amount payable annually, and each Owner shall timely pay any and all such assessments. The Board, in its sole discretion, may permit such Annual Assessment to be paid in semi-annual or quarterly installments. Notwithstanding any provisions in this Declaration to the contrary, during the period prior to Developer's relinquishing control of the Association, Developer and the Lots owned by Developer, will not be liable for the payment of any Association Expenses or assessment.

7.7 Annual Assessment Commencing After Developer Relinquishes Control. After the Developer no longer controls the Association, Annual Assessments for Association Expenses shall be determined in the manner set forth in this paragraph. The total anticipated expenses for each fiscal year, including reserves shall be set forth in a budget adopted by the Board no later than sixty (60) days preceding the fiscal year for which the budget is adopted (the "Budget"). The total anticipated Association Expenses set forth in such Budget shall be the Annual Assessment for Association Expenses for all of the Lots for such fiscal year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided equally between all the Lots, and shall be due and payable by the Owner thereof or, if more than one Owner, the owners, jointly and severally, of each such Lot in advance, commencing on the first day of the fiscal year of the Association. The Board, in its sole discretion, may permit such Annual Assessment to be paid in semi-annual, quarterly or monthly installments. The Association shall mail to each and every Owner at least forty-five (45) days prior to the first day of the following fiscal year, a copy of the Budget specifically indicating the total Association Expenses anticipated for the forthcoming fiscal year and the Annual Assessment upon each such Lot.

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

7.9 Certificate of Payment. The Association shall furnish to any Owner, upon request, a certificate in writing setting forth the remaining unpaid balance, if any, of any outstanding Annual Assessment, if any, assessed upon the Lot of such Owner and stating whether such Owner has failed to pay when due any such assessment or installment thereof. The Association may charge a reasonable fee for providing the certificate. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7.10 Lien. In the event that an Annual or Special Assessment, or the Capital Contribution established in the manner set forth in this Declaration is not paid when due, such amount, together with interest thereon from the time the same becomes delinquent, at the highest rate permitted by law, and costs of collection, if any, including court costs and reasonable attorney's fees at trial and appellate levels, shall be, and are hereby declared to be, a charge and continuing lien on such Lot; provided, however, such lien shall be effective only from and after the time of recording among the Public Records of Manatee County, Florida, a claim of lien of the Association setting forth the amount of such lien as of the date of execution of such claim of lien. Such lien shall be binding upon the Owner thereof, his or her heirs, personal representatives, successors, assigns and tenants. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a satisfaction of lien in form for recording.

7.11 Remedies. In the event any Owner fails to pay any Annual or Special Assessment or

installment thereof, or the Capital Contribution within thirty (30) days after the same becomes due and payable (whereupon the same shall be deemed delinquent), then the Board shall have the right to elect on behalf of the Association either some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

- (a) Acceleration. To accelerate the entire amount of any Annual Assessment allocable to the Lot for the remainder of the fiscal year notwithstanding provisions for the payment thereof in installments;
- (b) Foreclosure. To file at any time after the effective date of a lien arising under paragraph 7.10, an action to foreclose such lien in like manner as a foreclosure of a mortgage on real property; and
- (c) Action at Law. Without waiving any lien rights and rights of foreclosure, to file an action at law against the Owner to collect such unpaid assessment or contribution, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels.

Provided, however, that as a condition to bringing an action at law pursuant to Paragraph 7.11(c), or for foreclosure of a lien pursuant to Paragraph 7.11(b), the Association shall first record a Notice of Lien among the Public Records of Manatee County, Florida, and furnish a copy of such notice to the then Owner by United States mail, either certified or registered, return receipt requested. (Failure of the Association to obtain a receipt for such notice shall not, however, prevent enforcement of such assessment or lien.) If such assessment or contribution, together with interest and costs attendant thereon, is not paid in full within thirty (30) days after the date such notice is deposited in the United States mail, then thereafter the Association may bring suit at law for damages or foreclose its lien, or both. Upon request of any first mortgagee on any Lot, the Association shall furnish to such mortgagee a copy of the lien and notice contemplated by this paragraph.

7.12 First Mortgages. The lien on a lot provided for in this Declaration shall be subordinate to the lien of any first mortgage held by a first mortgagee that is recorded in the public records of Manatee County, Florida prior to the recording of the claim of lien on that Lot. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.13 Capital Contributions. The Board may, in its discretion, require each Lot Owner who acquires his or her Lot directly from Developer to pay to the Association a one-time contribution (the "Capital Contribution") to be used by the Association solely for the payment of Association Expenses. The amount of the Capital Contribution shall be as determined by the Board, but shall not exceed the then applicable Annual Assessment.

7.14 Master Assessments. In addition to the Association assessments provided for herein, each Owner shall be responsible for the payment of any and all assessments levied by the Master Association in accordance with the Master Declaration ("Master Assessments"). Master Assessments shall be levied by and paid directly to the Master Association. In the event an Owner fails to pay any Master Assessment when due, then the Master Association shall have all of the rights and remedies as provided in the Master

Declaration.

**ARTICLE VIII
GENERAL PROVISIONS**

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

8.2 **Release from Minor Violations.** Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants set forth in paragraphs 5.2, 5.3 or 5.4, either the Developer 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 Developer or the Board shall release a violation or violations of such paragraph or paragraphs except as to violations that the party releasing the same shall determine to be minor.

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

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

(a) No judicial or administrative proceeding shall be commenced or prosecuted by or against the Association, or against Developer, unless approved by 75 percent of the Owners, except in the following cases:

- (1) Actions brought by the Association against persons other than Developer to enforce the provisions of this Declaration, any amendment hereto, the Articles of Incorporation, or the Bylaws;
- (2) Actions brought by the Associations against persons other than Developer for the collection of Assessments;
- (3) Actions or proceedings involving challenges to ad valorem taxation; or
- (4) Counterclaims brought by the Association in proceedings against it.

This subparagraph 8.4(a) shall not be amended unless such amendment is made by Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to commence proceedings as provided above.

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

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

(2) In all other cases, the mediation shall be conducted in accordance with Rule 1.700, et. seq. of the Florida Rules of Civil Procedure; provided, however, that mediation in accordance with such rules may be initiated through a mediator agreed upon by the parties without order of court. If the parties cannot agree upon a mediator, then either party may move the court to name a mediator and initiate mediation pursuant to such rules.

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

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

8.6 Notices to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association or to the ARC shall be deemed properly given and delivered upon the delivery thereof or upon the mailing thereof by certified United States mail, postage prepaid to the Board or the ARC at 6985 Professional Parkway East, Sarasota, FL 34240, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in paragraph 8.5.

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

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

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

8.10 Term. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions

for assessment of Lots, shall run with and bind the property and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of twenty-five (25) years each unless at least one (1) year prior to the termination of such twenty-five (25) year time or to each such twenty-five (25) year extension there is recorded in the Public Records of Manatee County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all First Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the twenty-five (25) year term in effect at the time such instrument was recorded.

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

8.12 **Amendment.** Subject to the rights of Developer, this Declaration may not be amended by the Owners during the first four (4) years after this Declaration is recorded. Thereafter, this Declaration may be amended only by the affirmative written assent or vote of the Owners of not less than two thirds (2/3) of all the Lots covered hereby. Anything herein to the contrary notwithstanding, during the time that Developer is a Developer Member of the Association and is actively developing the Subdivision, Developer reserves the right to amend this Declaration, the Articles and the By-Laws in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete the Common Property. Developer further reserves the right to use Lots owned by it and the Common Property for administrative and marketing offices for use by itself and its agents, and to erect temporary structures for use in its development business. So long as Developer 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. **Notwithstanding anything to the contrary contained herein, any proposed amendment of this Declaration affecting the surface water management system (including environmental conservation areas and water management portions of the Common Areas) (the "System") must be submitted to the Southwest Florida Water Management District ("SWFWMD") for a determination of whether the amendment necessitates a modification of the environmental resource permit. If a modification is necessary, SWFWMD shall so advise the permittee. The proposed amendment affecting the system may not be finalized until any necessary permit modification for the system is approved by SWFWMD of the Association is advised that a modification is not necessary.**

8.13 **Assignment by Developer.** Developer reserves the right to assign all or any part of its rights and responsibilities hereunder as Developer, whether personal in nature or not, to any successor in interest, including any mortgagee, which may own all or any part of the property subject to these Covenants or proposed to be added to these Covenants pursuant to Article II. The rights of Developer may be assigned in whole or in part, and Developer may designate in writing one or more successor Developers as to portions of the property covered hereby, which instrument shall detail the extent and nature of the rights of Developer assigned thereby. Likewise, Developer may assign specific rights to a Partial Successor Developer in conjunction with the conveyance of Lots to such Partial Successor Developer. Assignments to a Partial Successor Developer need not be recorded. After any such assignment is recorded in the Public Records of Manatee County, Florida, the assignee shall stand in the place of Developer as fully as if it had originally been the Developer hereunder to the extent of the assignment described therein. Any mortgagee of all or substantially all of the undeveloped portions of the property covered hereby executed by Developer or any

successor Developer shall be deemed to carry with it a conditional assignment of such Developer rights, unless otherwise specified therein. Such assignment shall not be deemed made in conjunction with any mortgage covering only a single Lot

8.14 **Fines.** 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 suspend, for a reasonable period of time, the rights of an Owner's or an Owner's tenants, guests, or invitees, or both, to use the common areas and facilities, and may levy reasonable fines, not to exceed \$50.00 per violation or the maximum amount permitted pursuant to Section 617.305, Florida Statutes, whichever is greater, against any Owner or any tenant, guest or invitee, pursuant to the following provisions:

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

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

(c) Imposition of Fine. Any fine levied against an Owner shall be added to the Annual Assessment applicable to the Owner's Lot and be collectible by the Association as part of the Annual Assessment.

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

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

[SIGNATURES ARE ON THE FOLLOWING PAGE]

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

Richard D. Saba
Witness Signature
Print Name: RICHARD D. SABA

Patricia S. Clarke
Witness Signature
Print Name: Patricia S. Clarke

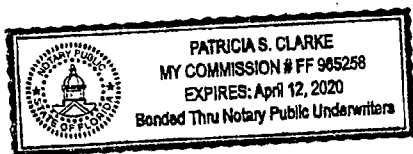
WEST COAST LAND PARTNERS, LLC, a
Delaware limited liability company

By: *Gregg Carlson*
Gregg Carlson
Its Chief Executive Officer and
Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17th day of October, 2019, by Gregg Carlson, Chief Executive Officer and Vice President of West Coast Land Partners, LLC, a Delaware limited liability company. The above-named person is personally known to me and has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him by said corporation.

Patricia S. Clarke
NOTARY PUBLIC



My commission expires: 4/12/20

EXHIBIT A

**LIST OF HOLDINGS
CYPRESS GLEN AT RIVER WILDERNESS**

The following is a list of holdings of Cypress Glen at River Wilderness, presently under construction, to be completed by the developer, to-wit:

1. **Tract 300:** A fifty foot (50') wide Private Roadway; Public Drainage/Utility Easement known as Quail Lake Court and Quail Run Drive containing 94,635 square feet (MOL).
2. **Tract 400:** Open Space Tract containing 51,583 square feet (MOL); Common Area; Drainage, Utility, Landscape Buffer and Maintenance Easement and Emergency Access Drive.
3. **Tract 500:** Contains 59,261 square feet (MOL) designated as Private Common Area consisting of a Lake Tract; Drainage, Utility & Landscape Maintenance Easement.
4. **Tract 501:** Contains 239,826 square feet (MOL) designated as Private Common Area consisting of a Lake Tract; Drainage, Utility & Landscape Maintenance Easement.
5. **Tract 600:** Contains 115,491 square feet (MOL) designated as Private Common Area consisting of Preservation & Drainage Easement.

It is contemplated that the Community Association will, upon turnover of the Association, take title to the above-described areas and use and maintain the same pursuant to the Declaration of Covenants, Conditions and Restrictions for Cypress Glen at River Wilderness, the Land Development Code of Manatee County and the requirements of the Southwest Florida Water Management District (SWFMD).

EXHIBIT B
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 Cypress Glen at River Wilderness.

- 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 contract, 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 is 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 Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

EXHIBIT C

NOTICE TO BUYERS

To the Purchasers of lots in CYPRESS GLEN AT RIVER WILDERNESS, 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 Cypress Glen at River Wilderness (the "Declaration") and the Declaration and General Protective Covenants (the "Master Declaration") recorded in Official Records Book 1100, Page 3266, Public Records of Manatee County, Florida, as amended and supplemented from time to time, copies of which shall be provided upon execution of your contract to purchase.

2. Ownership of a Lot in Cypress Glen at River Wilderness (the "Subdivision") automatically makes you a member of CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., and you are subject to its Bylaws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.

3. CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., owns and has the right and power to assess and collect, as provided in its Bylaws, the costs of maintenance of the landscaped common open space area and mandatory lawn maintenance for the individual lots, which you have a right to enjoy, in accordance with said Restrictions. A copy of the proposed budget for the first year of operations is attached hereto.

4. The initial proposed assessment by the Association for the year running from 1/1/19 through 12/31/19 is \$1,780 annually for each Lot. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.

5. The Subdivision is a Neighborhood within River Wilderness in accordance with the Master Declaration and is governed by the River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation (the "Master Association"). The Master Association also makes assessments against each of the Lots within the Subdivision, which you will be obligated to pay as an owner. The Master Association assessment is currently \$1,600 annually for each Lot. You are hereby notified that the Master Association may increase that amount as may be required in accordance with the Master Declaration.

6. 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 Developer.

7. The Subdivision lies in Zones X and A with a BFE of 35.02' NAVD 1988 per FIRM Panel 12081C0195E, effective 3/17/2014. Lots in Zone A shall have floors elevated to the BFE plus 1'.

8. **Preservation Areas.** The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Preservation Areas without the prior consent of Manatee County; provided however, all construction activities and use of the Preservation Areas is consistent with the approved Preliminary and Final Site Plans and Construction Drawings for the Property shall be permitted uses of the Preservation Area without further consent by 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, except for permitted maintenance.
- 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.

EXHIBIT D
MAINTENANCE PROGRAM
For
CYPRESS GLEN AT RIVER WILDERNESS

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 Developer, and which are designated in said Proposed First Year Budget.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Covenants, Conditions and Restrictions for Cypress Glen at River Wilderness to which each lot is subject.

Specific assumptions included in the budget are as follows:

1. Yard maintenance includes the following items:
 - a. Yard mowing approximately once per week during the summer growing season and approximately once per two weeks in the dryer and cooler months.
 - b. Weed trimming on the same schedule as yard mowing.
 - c. Weeding of flower beds as required.
 - d. Mulching of flower beds as required.
 - e. Fertilizer on the yards at least twice per year.
 - f. Insecticide and pesticide as required, but generally twice per year.
 - g. Plant replacement as required.
 - h. Edging of sidewalks and driveways as required, but generally three- four times per year.
2. Mowing of common areas along the roadways will be done on the same schedule as yard mowing. Mowing of common areas behind the homes may be done less frequently.
3. Lake areas will be inspected on a regular basis, provision for which is being made quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management District and Manatee County. The above permit conditions are regulated and performed by Cypress Glen at River Wilderness Homeowners Association, Inc. to which the Declaration is subject.
4. Road repairs are addressed in the budget of the Master Association.
5. There shall be annual monitoring, maintenance, control and, when necessary, removal of nuisance, exotic plant species.

A program has been established and will be established respecting all areas of the Subdivision, responsibility for which is the homeowners association and/or Developer, and which will comply in all respects with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

EXHIBIT E

Cypress Glen at River Wilderness
 2019 ESTIMATED EXPENSES AND BUDGET
 January 1, 2019 - December 31, 2019

		2019 ESTIMATED BUDGET
REVENUES		
5010	MAINTENANCE ASSESSMENT	\$75,550
5040	OTHER / LATE FEE/PENALTY	1,000
	<i>TOTAL REVENUE</i>	76,550
	RESERVES	8,110
	<i>TOTAL REVENUES</i>	\$84,660

EXPENSES AND RESERVES

GROUNDS

7110	LANDSCAPING CONTRACT	50,000
7135	MISC GROUNDS (Includes Exotic/Nuisance Plant Control)	3,000
7140	IRRIGATION REPAIRS	3,500
	TOTAL GROUNDS	56,500

ADMINISTRATION

7810	INSURANCE - BLDG/OTHER	550
7820	LEGAL/PROFESSIONAL	4,000
7825	ACCOUNTING SVC	3,000
7830	DIVISION FEES	2,500
7835	FEES, DUES, LICENSE	2,500
7870	MANAGEMENT FEE	4,000
7890	CONTINGENCIES	3,500
	TOTAL ADMINISTRATION	20,050

TOTAL OPERATING EXPENSE **76,550**

RESERVES

	RESERVES - SCHEDULE B	8,110
	TOTAL EXPENSES AND RESERVES	\$84,660

ASSESSMENTS

<u>UNIT ASSESSMENT - ANNUALLY</u>	2019
MAINTENANCE	\$402.00
RESERVES	43.00
<i>TOTAL</i>	\$445.00

TOTAL UNITS 47
 MAINTENANCE AND RESERVES PAID FOUR (4) TIMES PER YEAR 4

EXHIBIT F

ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify from the records of this office that CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 21, 2017.

The document number of this corporation is N17000011639.

I further certify that said corporation has paid all fees due this office through December 31, 2017, 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, 617A00023716-112217-N17000011639-1/1, noted below.

Authentication Code: 617A00023716-112217-N17000011639-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-second day of November, 2017



Ken Detzner
Ken Detzner
Secretary of State

November 22, 2017

CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION
6985 PROFESSIONAL PARKWAY E.
SARASOTA, FL 34240

The Articles of Incorporation for CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC. were filed on November 21, 2017, and assigned document number N17000011639. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H17000302646.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Tyrone Scott
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 617A00023716

**ARTICLES OF INCORPORATION
OF
CYPRESS GLEN AT RIVER WILDERNESS
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 Principal Office

The name of the corporation shall be CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association." The principal office and mailing address of this corporation shall be 6985 Professional Parkway E, Sarasota, FL 34240.

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 Cypress Glen at River Wilderness (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 Cypress Glen at River Wilderness", herein called the "Covenants", 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 Covenants, 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 Covenants, as amended from time to time, except as validly limited by these Articles and by said Covenants, and all of the powers and duties reasonably necessary to own and operate the Common Property of the Subdivision pursuant to said Covenants and to perform the maintenance, administration, managerial and other functions for the Subdivision as provided in said Covenants, as they may be amended from time to time, including, but not limited to the following:

- (a) To make and collect assessments against members as lot owners to defray the cost of common expenses of the Subdivision as provided in the Covenants.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of the Subdivision in accordance with the Covenants.

H17000302646 3

- (d) To purchase insurance upon the Common Property, and for the protection of the Association and its members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Covenants.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Covenants.
- (g) To enforce by legal means against an Owner as defined in the Covenants, the provisions of the Covenants, the By-Laws of the Association and Regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To maintain architectural control over the Subdivision in accordance with the Covenants.
- (l) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Covenants, these Articles or the By-Laws.

3.3 Assets Held in Trust. All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Covenants, these Articles of Incorporation and the By-Laws of the Association. 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 of Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Covenants, these Articles and the By-Laws of the Association.

Article IV: Members

4.1 Members. The members of the Association shall consist of all of the record owners of lots in the Subdivision subject to the Covenants and operated hereby.

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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 6.2 of the Declaration, the Owner of each Lot shall be entitled to one vote as a member of the Association, provided, however, that the Developer shall, during development, be entitled to the number of votes as provided in the Covenants, which votes may be apportioned to Successor Developers or Partial Successor Developers as provided in the Covenants. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of Section 6.2 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 Developer and who shall serve until their successors are elected and have qualified or until they resign or are removed, are as follows:

Leland C. Wetherington
6985 Professional Parkway E
Sarasota, FL 34240

Gregg Carlson
6985 Professional Parkway E
Sarasota, FL 34240

Cecelia Davie
6985 Professional Parkway E
Sarasota, FL 34240

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

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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: Leland C. Wetherington
6985 Professional Parkway E
Sarasota, FL 34240

Vice President: Gregg Carlson
6985 Professional Parkway E
Sarasota, FL 34240

Secretary/Treasurer: Cecelia Davie
6985 Professional Parkway E
Sarasota, FL 34240

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 Covenants.

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 Developer, or its Successor as such Developer, during the time that Developer has the right to and does control the Association in accordance with the

Covenants. Amendments may be proposed by resolution of the Board of Directors or by the owners of any three lots. Provided, however, that no amendment affecting the Developer, or its successors or assigns as the developer of the Subdivision, as defined in the Covenants shall be effective without the prior written consent of the Developer, its successors or assigns as such Developer. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of members without the approval of all members. No amendment shall be made which is in conflict with the Covenants.

Article X: Existence

10.1 Term. The term of the Association shall be perpetual.

Article XI: Incorporation

11.1 Incorporator. The name and address of the incorporator of this Corporation is as follows: West Coast Land Partners, LLC, a Delaware limited liability company, 6985 Professional Parkway E, Sarasota, FL 34240.

Article XII: Registered Office and Agent

12.1 Registered Office and Agent. The name and address of the incorporator of this Corporation is as follows: West Coast Land Partners, LLC, a Delaware limited liability company, 6985 Professional Parkway E, Sarasota, FL 34240.

INCORPORATOR: The name and address of the incorporator of this Corporation is as follows: West Coast Land Partners, LLC, a Delaware limited liability company, 6985 Professional Parkway E, Sarasota, FL 34240. I, the undersigned, as the incorporator of this Corporation, do hereby certify that the foregoing is true and correct. Signed, sealed and delivered in the presence of:

Signed, sealed and delivered in the presence of:

WEST COAST LAND PARTNERS, LLC, a Delaware limited liability company

Witness Signature: [Signature]
Print Name: Susan M. Clear

By: [Signature]
Gregg Carlson
Vice President

Witness Signature: [Signature]
Print Name: Jane Che

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20 day of November, 2017, by Gregg Carlson, Vice President of West Coast Land Partners, LLC, a Delaware limited liability company. The above named person is personally known to me or has produced [Signature] as identification and who did not take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed under authority duly authorized in him by said corporation/partnership.

[Signature]
JOCELYN KAY THOMPSON
NOTARY PUBLIC

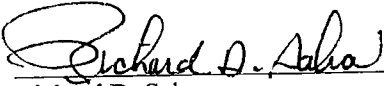
My commission expires: [Signature]
Articles of Incorporation
Page 5
JOCELYN KAY THOMPSON
MY COMMISSION # FF093206
EXPIRES: February 22, 2018

Witness
Print Name

ACCEPTANCE BY REGISTERED AGENT

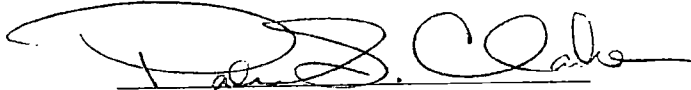
The undersigned, Richard D. Saba, Esq., does hereby accept the foregoing designation and appointment as Registered Agent of the above corporation.

Dated this 17th day of November, 2017.


Richard D. Saba

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17 day of November, 2017, by Richard D. Saba who is personally known to me and who did not take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.


NOTARY PUBLIC

My commission expires: _____

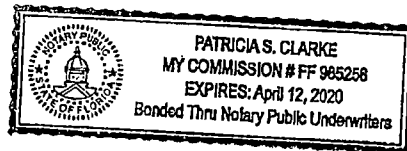


EXHIBIT G

BY-LAWS OF CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC. a corporation Not for Profit

Article I: Identification

These are the By-Laws of Cypress Glen at River Wilderness Homeowners Association, Inc., a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association".

1.01 Identity. These are the By-Laws of Cypress Glen at River Wilderness 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 Cypress Glen at River Wilderness (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 Cypress Glen at River Wilderness", herein called the "Covenants."

1.03 Office. The office of the Association shall be at 6985 Professional Parkway East, Sarasota, FL 34240, 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 Covenants, in accordance with the Covenants.

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 Covenants and the Articles of Incorporation. Subject to Section 6.2 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 Covenants, the Developer, together with any Partial Successor Developers, shall originally be entitled to 47 votes upon recording of the Plat. The number of votes that the Developer Member is entitled to cast shall be decreased from time to time as provided in the Covenants and any amendments thereto, until such time as the Developer Member shall be deemed to be a regular member or owns no lots.

3.02 Voting Procedure. Subject to Section 6.2 of the Declaration, the single or multiple owners of each lot who are Regular Members shall have one vote for each lot, and the Developer Member shall have the number of votes provided for in the Covenants. All determinations of requisite majorities and quorums for all purposes under the Covenants, the Articles of Incorporation and these By-laws shall be made by reference to the number of votes, if any, to which the Developer 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 Covenants, 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 Covenants 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 Covenants, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Covenants, or whenever any amendment to the Covenants is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval or 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 Covenants.

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 Adjournment. 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 Covenants 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 greater percentage must so agree in writing. Provided further that the Covenants, 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 Developer has terminated its control of the Association and its affairs in accordance with the Covenants, 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 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 fifteen percent (15%) 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 Developer 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 developer Membership terminates.
- (f) When Developer Membership terminates and the Developer Member is deemed to be a Regular Member pursuant to the Covenants, then the Developer shall call a special meeting within sixty (60) days after such date, as provided in the Covenants. 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) Developer may waive its right to elect or designate any one or more Directors it otherwise has the right to designate under the Covenants and these By-Laws, which waiver shall, however, apply only to the specific election at which the waiver is made. If Developer does waive such right, the Regular Members shall elect the Board member or members who would otherwise have been elected or designated by Developer.

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 Developer 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 Developer Membership status has terminated pursuant to the Covenants, 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. 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. In lieu of posting, mailing or delivering a separate notice for each meeting, a schedule of multiple Board meetings may be provided at once.

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

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

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

5.15 Meetings Open. Meetings of the Board of Directors shall be open to all members, 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, Developer or a specific committee or committees of the Association by the Covenants, Articles of Incorporation, or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

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

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

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 Covenants 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 Covenants 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 Covenants. Any such rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds (2/3) of the lots in the Subdivision subject to the Covenants.

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 Covenants, Articles of Incorporation and By-Laws. All committees of the Association shall keep records and conduct meetings in the same manner to the extent applicable, as is required of the Board of Directors.

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 of 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 shall not receive Directors fees shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for management services. No officer who is a designee of the Developer 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 no 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 Covenants 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 Covenants.

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 Covenants.

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 Covenants

8.08 Audit. Developer 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 Covenants, Articles of Incorporation or these By-Laws

Article X: Amendment

These By-Laws may be amended by the members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Covenants or the Articles of Incorporation, except as provided in said Covenants or Articles. Provided, however, that these By-Laws may be amended at any time by the Developer Members during the time that the Developer Members have and exercise the right to control the Association, provided that such amendment is not in conflict with the Covenants

Article XI: Miscellaneous

The provisions of these By-Laws shall be construed together with the Covenants and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the

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

The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the ___ day of December, 2017.

CYPRESS GLEN AT RIVER WILDERNESS
HOMEOWNERS ASSOCIATION, INC., a Florida
not for profit corporation

By: 
Cecelia Davie, Secretary