DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF ARBOR CREEK
A SINGLE-FAMILY SUBDIVISION, MANATEE COUNTY, FLORIDA

THIS DECLARATION is made this 19th day of July, 2001, by **GILBERT WATERS FAMILY LIMITED PARTNERSHIP.**, a Florida partnership, the owner of all of the real property lying and being in ARBOR CREEK, as per plat thereof, recorded in Plat Book 37, Pages 184 through 191, inclusive, of the Public Records of Manatee County, Florida.

RECITALS:

(A) WHEREAS, ARBOR CREEK is a single-family residential subdivision, located within Manatee County and owned by **GILBERT WATERS FAMILY LIMITED PARTNERSHIP**; and

(B) WHEREAS, **GILBERT WATERS FAMILY LIMITED PARTNERSHIP** has completed development of said subdivision and desires to record a Declaration of Covenants, Conditions, Easements and Restrictions of ARBOR CREEK:

NOW THEREFORE, there is established this Declaration of Covenants, Conditions, Easements and Restrictions of ARBOR CREEK as per plat thereof recorded in Plat Book 37, Pages 184 through 191, inclusive, of the Public Records of Manatee County, Florida.

ARTICLE I
Property Subject To This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is all of the property forming and being a part of ARBOR CREEK, as per plat thereof as recorded in Plat Book 37, Pages 184 through 191, inclusive, of the Public Records of Manatee County, Florida, a legal description of which is attached hereto as **Exhibit "A"**.

ARTICLE II
Definitions

The following words, when used in this Declaration of Covenants, Conditions, Easements and Restrictions of ARBOR CREEK (unless the context shall prohibit), shall have the following meanings:

1. **ARCHITECTURAL CONTROL COMMITTEE OR COMMITTEE** shall mean that committee established and maintained under **Article III, Section 24** for the purposes and with the powers set forth therein.

2. **ASSESSMENT(S)** shall mean any Assessment(s) made by the ARBOR CREEK

Homeowners' Association, Inc. in accordance with this Declaration.

3. **ASSOCIATION** or **HOMEOWNERS' ASSOCIATION** shall mean the ARBOR CREEK Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors or assigns. The Association is NOT a condominium association.

4. **ASSOCIATION DOCUMENTS** shall mean, collectively, this Declaration of Covenants, Conditions, Easements and Restrictions of ARBOR CREEK, the Articles of Incorporation (attached hereto as **Exhibit "B"**), the Bylaws (attached hereto as **Exhibit "C"**), and rules and regulations of the ARBOR CREEK Homeowners' Association, Inc., as they may be adopted and amended from time to time.

5. **BOARD** or **BOARD OF DIRECTORS** shall mean the Board of Directors of the ARBOR CREEK Homeowners' Association, Inc.

6. **COMMON AREAS** shall mean the land use classification assigned to that portion of the lands and improvements of ARBOR CREEK owned by, or the use of which has been granted to, the ARBOR CREEK Homeowners' Association, Inc. as set forth in this Declaration and as recorded in Plat Book 37, Pages 184 through 191, inclusive, of the Public Records of Manatee County, Florida. The Common Areas shall include the surface water management system and any future improvements, including, but, not limited to, recreational facilities.

7. **COUNTY** shall mean Manatee County, a political subdivision of the State of Florida

8. **DECLARATION** shall mean this document as amended from time to time.

9. **DEVELOPER** shall mean **GILBERT WATERS FAMILY LIMITED PARTNERSHIP**, a Florida Corporation, its successors or assigns of any or all of its rights under this Declaration.

10. **DWELLING UNIT OR DWELLING** shall mean any residential Dwelling Unit intended as an abode for one (1) family, constructed on a Lot and given a Certificate of Occupancy by the applicable governmental entity.

11. **LOT or LOTS** mean certain residential Lots designated on the plat of ARBOR CREEK, as per plat thereof recorded in Plat Book ____, Page___ of the Public Records of Manatee County, Florida ("Plat").

12. **LOT OWNER, LOT OWNERS, OWNER or OWNERS** means the record fee simple title holder of a Lot or Lots in the Project, whether one or more persons or entities, including contract sellers but excluding those holding title merely as security for the performance of an obligation.

13. **STRUCTURE(S)** shall be deemed to include a Dwelling Unit, porch, veranda, garage, pool cage, lanai, screen enclosure, fence, wall, deck or other improvements deemed to be a structure by the Manatee County Land Development Code.

14. **SUBDIVISION** or **ARBOR CREEK** shall mean and refer to the real property described in **Exhibit "A"** attached hereto, together with such additional lands as are hereafter added by Developer in its sole discretion.

ARTICLE III
Restrictive Covenants

In order to establish and maintain an exclusive, residential subdivision of the highest quality for the maximum benefit and enjoyment of its residents, the following covenants, conditions, easements and restriction shall constitute covenants running with the land and shall be binding upon and inure to the benefit of all owners of all Lots lying and being in said ARBOR CREEK, a Subdivision as recorded in the Public Records of Manatee County, Florida.

1. Residential Lots. The Lots and Units shall be used for single family residential purposes only. No structure shall be erected or permitted to remain on any Lot within the Development other than a Dwelling Unit or as otherwise permitted herein. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in this Declaration. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. A Dwelling may be rented, as a whole, on an annual basis.

2. Vehicular Parking. No vehicle shall be parked on any part of the Subdivision, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business, shall be parked on the Land. No trailers, motorized recreational vehicles, boats, campers, trucks, mobile homes or motorcycles may be parked in the Development unless parked inside garages or in an appropriately fenced or landscaped area which screens the personal property from view by

contiguous Lot Owners and from the street.

3. Signs. No sign of any kind shall be displayed to the public view on any Lot in the Subdivision, unless said sign has prior written Architectural Control Committee approval or complies with the provisions contained herein:

(a) One (1) temporary sign not exceeding six (6) square feet or 2'-0" x 3'-0" in size, utilized in connection with the sale of a Lot may be displayed on such Lot. The color, format, nature, time period, content and location of such sign shall be subject to the approval of the Architectural Control Committee.

(b) During the course of construction on a Lot, a general contractor licensed in the State of Florida and financial or mortgage institutions may display to the public view, his or her professional company sign, but only on a Lot upon which he or she is currently constructing or financing a building, provided the one sign not exceed six (6) square feet or 2'-0" x 3'-0" in size. Such sign shall be promptly removed upon the issuance of a Certificate of Occupancy. No other contractor or subcontractor signage shall be permitted to be displayed in the Subdivision.

(c) Two (2) pole flags advertising an open house may be erected at the driveway entry during the period of time that the residence is open to the public. No other types of flags, banners or streamers shall be placed around the Lot, house or any other location within the Subdivision.

(d) All signs must be professionally lettered. Signs not in conformance with this covenant, may be removed by Developer or Homeowners' Association.

Developer is excluded from complying with the provisions of this Section 3 and may place signs throughout the Subdivision in any manner deemed proper by Developer.

4. Animals. No livestock, wild or exotic animals, game birds, game owl, poultry or other animals not ordinarily recognized as domesticated household pets, shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets of the normal and usual variety commonly understood and accepted as domestic house pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of Developer or Association, become dangerous or an unreasonable annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot or Unit. Animals permitted by this Section shall not be permitted to roam free and if the animal leaves the confines of the Lot upon which it is kept, must be on a leash not to exceed six (6) feet or otherwise controlled by the

Lot Owner at all times. Each Lot Owner shall be responsible for picking up his or her animal's droppings in the streets, alleys, parkways or other Common Area or on any other Lot Owner's Lot in the Subdivision, properly disposing of same in garbage containers.

5. Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on in any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or Subdivision. There shall be no clothing, linens, curtains, rugs,, carpets, mops or laundry of any kind, or any other article hung on or to the exterior of any buildings, duplexes, walls, fences or other Structures. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, droppings or other debris or refuse shall be permitted on any part of the Land. No Lot or Common Area may be used in such a manner that will increase the cost of insurance upon the Subdivision above that required when the Lot or Common Area is used for the approved purposes, or that will cause such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No cars, trucks, motorcycles, vehicles, trailers, boats, off-road vehicles, all terrain vehicles (ATV's), shall be used, allowed, parked on the Common Area. Overnight parking, vehicle -storage and trailer storage on Common Areas shall be prohibited.

6. Resubdividing. The Lots shall not be resubdivided, replatted or divided without the prior written consent of Developer.

7. Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. Notwithstanding anything herein to the contrary, all outdoor air conditioners shall be walled, fenced or concealed with landscaping in compliance with the requirements as set forth by the Architectural Control Committee.

(a) Lot Boundary. Fences or Walls. Fences or walls not in excess of four (4) feet in height may be installed, subject to the other provisions of this Section, along the perimeter of a Lot if they are of a material, color and size approved by the Architectural Control Committee.

(b) Plans and Specifications. The size, material, color and location of all privacy fences or walls must be approved by the Architectural Control Committee. Landscape buffers may be required on the outside of any privacy fences and walls by the Architectural Control Committee.

(c) Fences. All fences must be installed with the posts on the inside and must have landscape buffers as may be required herein. All fencing, walls, and landscape buffers shall be

maintained in a good condition by the Lot Owner, except Perimeter Walls maintained by the Association as set forth herein.

(d) Locations. No fence or wall may be constructed in the following areas:

(i) Between the street facing the front of the Dwelling (the Front Street) and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the Front Dwelling Line);

(ii) Between the street facing the side of the Dwelling (the Side Street) and a straight line connecting the side of the Dwelling to the Rear Lot Line (Side Dwelling Line); or

(iii) No fences may extend beyond the lot line into any Common Area.

(e) Lake or Retention Pond Lot. Notwithstanding the foregoing, no fence or wall may be constructed upon any Lot bordering upon any portion of the proposed Lakes and Retention Ponds, except as expressly approved by the Board of Directors and the Architectural Control Committee. No motorized boating or swimming shall be permitted upon, or in, any of the said lakes or Retention or Detention Areas (as defined in Section 26). Fishing and non-motorized boating, subject to any restrictions as determined by the Board of Directors, shall be permitted in said lakes.

(f) Special Provisions. Developer, so long as same maintains any model home within the Development, shall have the right to fence the entire Lot or Lots being used as a model or models; provided that any portion of any fence or wall around any model home or homes which would not otherwise be permitted under this Section 7 shall be removed at such time as said home or homes are no longer used as a model or models. This Section 7 does not apply to completely enclosed, screened areas attached to the Dwelling. A decorative wall or fence that is forward of the front or side dwelling lines shall be permitted if approved by the Architectural Control Committee.

8. Mailboxes and Street Numbers. Each Lot Owner, at the time a Dwelling is constructed upon said Lot Owner's Lot, shall install a mailbox and street number meeting the specifications set forth by the Architectural Control Committee. The exact location and final plans and specifications for the mailbox and street number shall be subject to the prior review and approval of the Architectural Control Committee. Mailboxes shall be provided by the Developer.

9. Lot Maintenance. Each Lot Owner shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of tall grass, undergrowth, dead trees,

dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event a Lot Owner fails to comply with the preceding sentence of this Section 9, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Lot Owner, which expense shall constitute a special assessment against the Lot.

10. Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor to the Developer in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Association Documents and amendments thereto shall be furnished by the Association to all Lot Owners and residents of the Subdivision upon request.

11. Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

12. Casualties. In the event a Dwelling Unit, or any part thereof, is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Lot Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration In the case of the Common Area, the Association shall grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

13. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Control Committee.

14. Structures and Dwelling.

(a) All Structures or Dwellings shall be located and positioned on Lots as approved by the Architectural Control Committee. No Structure or Dwelling shall be erected altered placed or permitted to remain on any Lot other than one (1) detached, single family dwelling unless otherwise approved by the Architectural Control Committee. Setbacks for all dwellings and

swimming pools shall conform to Manatee County Ordinances. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side Lot line. No above-ground pools shall be allowed.

(b) Subject to the noted exceptions for the Developer in Section 20 no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any lot at any time for residence, workshop, office or storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Dwellings to be erected in the Development, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings built in the Development or any ancillary building unless enclosed on all sides by a screening or fencing that is approved by the Architectural Control Committee. No storage sheds, trailer or similar structure shall be permitted on any front or side yard. Storage sheds may be permitted in the rear yard upon approval of the Architectural Control Committee.

15. Dwellings.

(a) All plans and materials for every proposed new home or other improvement to be constructed on any Lot in ARBOR CREEK will be reviewed by the Architectural Control Committee before construction can begin. All Lot Owners and Builders shall operate strictly in accordance with the Architectural Control Committee's requirements, which shall further set forth the standards and criteria for construction within the Subdivision and which shall further set forth the procedures for such review.

(b) All Dwelling Units and all improvements upon each Lot shall be maintained in conformance with the plans and specifications approved by the Architectural Control Committee. Any maintenance, i.e. painting, landscaping, etc., which alters the exterior of any Dwelling Unit or any improvement originally approved by the Architectural Control Committee shall not be permitted unless first approved by the Architectural Control Committee.

(c) Exclusive of open porches and garages, each Dwelling shall not be less than twelve hundred (1,200) square feet of air conditioned living area.

(d) No Dwelling may be constructed with siding consisting of wood, wood paneling, wallboard, or asbestos or similar material, except for approved trim. Siding shall be of sprayed or stucco concrete or brick only and approved by the Architectural Control Committee. The roof of each unit shall be shingled with tile approved by the Architectural Control Committee. Metal roof tiles shall be subject to Architectural Control Committee

Committee approval.
Each roof shall have a pitch of no less than 5/12.

(e) All dwelling units shall have a central heating/ventilating air conditioning system approved by the Architectural Control Committee. No window or wall units shall be allowed.

(f) Each dwelling unit shall have at least a two (2) car garage with one or more doors to enclose the garage interior from view, as approved by the Architectural Control Committee.

16. Satellite Dishes and Antennas. No Satellite Dish, television antenna, radio antenna or other type of antenna or receiving device shall be erected or installed on any Lot or upon the exterior of any dwelling, without approval of the Architectural Control Committee.

17. Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording this Declaration to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article II without notice to, or approval by, any Lot Owners or Association.

18. Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup earlier than the evening preceding pickup, and any and all containers for such trash, garbage or other refuse shall be returned no later than the evening of pickup to their normal location. No weeds, rubbish, debris objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Subdivision if it renders the Subdivision or any part thereof unsanitary, unsightly, offensive or detrimental to the Subdivision, the Development or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that the Developer reserves the right to maintain normal construction debris on any Lot until the certificate of occupancy for any Dwelling located on such Lot is issued; provided, however, during construction of Dwelling Units, Lots shall be cleaned and cleared of debris not less than three (3) times during such period.

19. Ordinances. Lot Owners, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances including, but not limited to, ordinances with regard to pets and leashes, parking ordinances, Southwest Florida Water Management regulations and ordinances regarding conduct.

20. Proviso. Until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Lot Owners nor the Association nor the use of the

Subdivision shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, construction office, the showing of the Subdivision and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

21. Natural Areas. Notwithstanding any other provision of this Article, in no event shall any accessory structure, fence, wall, hedge or any other temporary or permanent structure or improvement be erected, allowed or placed within any of the areas designated on the Plat or Plats of ARBOR CREEK as Natural or D.E.P. Line Restricted Conservation or Preservation Areas or as a D.E.P. Line Restriction. It is hereby the express intent of this Section that any such Natural Conservation or Preservation Area be maintained in its present natural state and that there shall be no improvement, alteration or modification thereof or any other activity which may directly modify or affect said areas and the regulation thereof without first obtaining the consent of the Board of Directors and obtaining permit or approval therefor from the Florida Department of Environmental Protection and all other governmental authorities having jurisdiction.

22. Playground Equipment. No playground equipment shall be permitted in the front or side yard. All such equipment shall be located in the rear yard, subject to approval of the Architectural Control Committee. Notwithstanding the foregoing, a basketball support, backboard and rim of a material and design approved by the Architectural Control Committee may be installed adjacent to a driveway, designed to permit play in the driveway and not in dedicated streets.

23. Architectural Control.

(A) APPROVAL OF PLANS. To further insure the development of the Subdivision as a residential area of the highest quality and standards, and in order to insure that all improvements constructed upon each Lot in the Subdivision shall present an attractive and pleasing appearance from all sides of view, there shall be an Architectural Control Committee appointed by the Developer to review all plans and specifications prior to the commencement of construction of any Lot within said Subdivision. The original Architectural Control Committee shall be composed of three (3) persons appointed by the Developer who shall serve on said committee so long as the Developer is a member of the ARBOR CREEK Homeowners' Association, Inc. At such time as the Developer no longer is an owner of any Lots within the Subdivision, then the Homeowners' Association shall appoint an Architectural Control Committee to replace the Committee originally appointed by the Developer. However, until the Developer has established an Architectural Control Committee, all plan approvals and powers shall be by the Developer through its duly

appointed agent or agents.

(B) POWERS OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is hereby given and granted the exclusive power and discretion to control and approve all Dwelling Units, Structures and other improvements to be constructed upon each Lot within the Subdivision in the matter and to the extent set forth herein, and to promulgate rules and regulations for such purpose. No residence, building or other structure and no fence, walled utility area, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot within the Subdivision, nor shall any addition to or exterior change or alteration be made of any or to any existing residence, building or structure, unless and until building plans and specifications covering the same, showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes, location and orientation of Lot and approximate square footage, construction schedule, front, side and rear elevations, and such other information as the Committee shall reasonably require, including, but not limited to plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or proposed contours of the Lot, have been submitted to and approved in writing by the Committee.

(C) METHOD OF APPROVAL. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, the Lot Owner shall submit two (2) complete sets of plans and specifications to the Architectural Control Committee for review. Upon the Architectural Control Committee giving written approval of the plans and specifications, construction shall be commenced and proceed to completion promptly and in strict conformity with such plans and specifications. The Architectural Control Committee shall be entitled to enjoin by a Court of proper and competent jurisdiction, any construction in violation of these provisions and furthermore, any such exterior addition to, change of or alterations made within application having first been made and approval obtained from the Architectural Control Committee as required shall be deemed to be a violation of this covenant and the Owner may be required to restore the premises to the original condition at the Lot Owner's expense. In the event the Architectural Control Committee fails within thirty (30) days of receipt of proposed plans and specifications to approve or disapprove the same, approval will not be required and this Paragraph shall be deemed to have been fully complied with as it relates to the matters shown on the plans and specifications. All Structures and improvements must be built to comply substantially with the plans and specifications as presented to and approved by the Architectural Control Committee, and before any house can be occupied it must be completely finished, and the Lot Owner have received a Certificate of Occupancy from the appropriate governmental authority.

24. Enforcement of Restrictive Covenants. If any Lot Owner or any renter of any Lot as well

as the Lot Owner permitting the rental thereof of such Lot in the Subdivision shall violate any one or more of the covenants and restrictions herein or attempt to violate any one or more of the covenants and restrictions set forth hereby, it shall be lawful and proper for any other Lot Owner or combination of Lot Owners within the Subdivision or for the Association, as proposed, to bring and prosecute any proceeding at law or in equity against said person or persons violating or attempting to violate the same, either to prevent such violation, correct such violation or recover damages by reason thereof as the case may apply. The Architectural Control Committee as previously set forth shall likewise have the right, power and authority to enforce these restrictions and covenants as it relates to the area of control by the Architectural Control Committee as previously set forth within these covenants. The prevailing party to such action shall be entitled to recover all costs, expenses, court costs, and a reasonable attorney's fee from the losing party or parties that were incurred by the prevailing party in bringing such action, including an appeal if such is filed.

25. Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved to the Developer in and to all utility easement and drainage easement areas (herein called "Easement Areas") shown on the Plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer shall have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish utilities or services to the Subdivision. Neither the Easement rights reserved pursuant to this section, nor as shown on the Plat, however, shall impose any obligation on the Developer to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvements that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, creeks, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are shown on the Plat or which may be constructed in such Easement Areas.

Developer hereby reserves a permanent easement for itself and the Association as successor to Developer over along and across the rear five (5) feet of all Lots in the Subdivision forming the northerly, southerly, easterly and westerly perimeter boundaries of the Subdivision for the purpose of erecting and maintaining any walls, fences or landscaping. Such easement and the improvements thereon shall be conveyed to the Association as part

of the Common Area. The Association shall have the right at any time to assign its rights, wholly or partially, in said easements to any governmental body or public or private utility.

Developer further reserves the right to transfer one or more drainage easements across any Common Area or easement from any of the lakes within the Common Area to any property-adjacent to the Subdivision, provided same does not unduly interfere with the operation of the stormwater system for the Development.

26. Maintenance of Easements. Lot owners subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Owner, and all facilities and improvements in such Easement Areas shall be maintained, repaired, replaced and kept safe and in working order continuously by the Lot Owner, except for those improvements which the Utility Provider is responsible for, and except for those areas which shall be maintained by the Association. With regard to specific Easements for drainage as shown on the Plat, Owner shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas, but shall do so in accordance with all applicable government rules and regulations and sound engineering practices.

ARTICLE IV
Homeowners' Association

The Developer has incorporated an Association to be known as the ARBOR CREEK Homeowners' Association, Inc., a Florida corporation not for profit and incorporated pursuant to Florida Statutes. Each Lot Owner of any Lot lying within the Subdivision shall be a member of the Association and, by acceptance of any ownership interest in said Lot, agrees to comply with, adhere to and abide by the terms, conditions, provisions and declarations as set forth herein, as may be contained within the Articles of Incorporation of the Association and as may be established by the Bylaws of the Association, including any rules, regulations or other restrictions as may be adopted and amended by the Association from time to time. It is specifically declared and will be provided for herein that Assessments shall be established against each Lot in order to maintain and achieve the obligations and responsibilities of the Association as set forth herein and as may be contained within the Articles of Incorporation or required by its Bylaws. The actual method of establishing the Assessments, collection of the Assessments, creation of any lien or enforcement of any obligations shall be established under the Bylaws of the Association; provided, however, the lien of any such Assessment shall be subordinate to the lien of any first mortgage, no mortgagee shall be required to collect such Assessments, and the failure to pay any such Assessments will not constitute

a default under a mortgage insured by any governmental agency. Such Assessment and any lien created thereunder in order to collect such Assessment is hereby specifically authorized and the Owners of Lots within this Subdivision hereby accept such obligation.

1. Purposes of Association. The purposes of the Association include, but are not limited to the following:

(a) promoting the health, safety and general welfare of the residents of ARBOR CREEK;

(b) construction, installing, improving, maintaining and repairing any properties of the Association which give common benefit to all residents within the Subdivision;

(c) adopting such guidelines, rules and regulations as the Association deems necessary and appropriate to control the overall appearance, maintenance and to achieve the purpose of the Association and to affect the common area of the Subdivision, provided that any such guidelines, rules or regulations having an effect on the surface water management system receive prior approval from the Southwest Florida Water Management District;

(d) purchasing, installing and maintaining any improvements which the Association deems necessary for the betterment of the Subdivision; including but not limited to the installation and maintenance of median and entryway landscaping, entryway signage, public street lighting throughout the Subdivision as may be deemed appropriate and other similar improvements;

(e) owning, constructing and maintaining any recreational facilities as may be deemed appropriate and necessary by the Association in its best interest;

(f) exercising responsibility for enforcing the restrictions herein contained within this Declaration as incorporated within the Association Articles and Bylaws as affecting the Association and the Common Areas. This includes, but is not limited to the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances unless otherwise provided herein. A surface water management system has been approved by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances unless otherwise provided herein. Any alterations to the permitted system will necessarily require a permit from the District. The stormwater system is required to be maintained in perpetuity in accordance with the approved permit and the Association, as may be applicable, shall also provide supplemental maintenance to all lands and easements dedicated to Manatee County.

ARTICLE V

Use and Maintenance of Common Areas

The Common Areas and improvements in ARBOR CREEK are designated and described as defined in **Article II**, herein. Inasmuch as it is the intent of this Article and these Restrictions that the Common Areas and improvements shall be used, enjoyed and maintained for the benefit of all of the property owners of ARBOR CREEK and in compliance with Manatee County Land Development Code, it is hereby declared that:

1. Use of Common Areas. The land comprising the Common Areas is intended to benefit and to be used by all Lot Owners and other designees or assignees of Developer and shall be used in accordance with rules and regulations governing the method, time and manner of use as may be promulgated by the Board of Directors of the Association from time to time. The Common Areas shall also be used as part of the overall water management system serving the Subdivision and other areas designated by Developer.

2. Ownership of the Common Areas. The Developer currently holds title to the Common Areas and, in its sole discretion, may continue to hold such title for so long as it is the Class B member of the Association, as such member is described in the bylaws. At such time that the Developer is no longer the Class B member of the Association, or sooner if it desires, the Developer shall convey to the Association by Quit Claim Deed, title to the Common Areas, subject to the rights of ingress, egress, use and maintenance of other designees or assignees of Developer, together with all of its rights and interest in and to any and all fixtures and improvements located thereon. Such conveyance shall be subject to the terms and provisions of this Declaration, taxes for the current year, applicable zoning ordinance, and such facts as an accurate survey would show. The Association shall be required to accept such conveyance "as is" at the time of the conveyance, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the property and the fixtures and improvements thereon. All costs and expense of such conveyance shall be paid by the Association. The Association shall not dispose of the Common Areas or any common open space, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas or common open space, without first offering to dedicate same to Manatee County, Florida, or other appropriate governmental agency. Further, the Association shall not dispose of any Common Area associated with the surface water management system without obtaining approval from the Southwest Florida Water Management District. A description of the list of holdings is attached hereto as **Exhibit "D"**.

3. Maintenance and Care. The Association shall be responsible for the maintenance and care of all property forming a part of the Common Areas. However, in the event the Association or its successors shall fail to maintain such in reasonable order and condition, the County shall have the right to maintain the Common Areas under and in accordance with the provisions of subparagraph (6) of Section 909.5, Common Open Space and Common Improvement

Regulation and Dedications of the Manatee County Land Development Code, as amended from time to time, which provisions are, by this reference, incorporated herein and made a part hereof. Upon notice and hearing, the County may enter said Common areas for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the time end of such period. In the event that the Association and the County fail to maintain the Common Areas in reasonable order, the Developer shall have the right to maintain the Common Areas and charge the Association for such maintenance. A more detailed plan for maintenance is attached hereto as **Exhibit "E"** and is hereby incorporated as part of the Declaration of Covenants, Conditions and Restrictions. Any future improvements, including, but not limited to, recreational facilities shall be the responsibility of the Association.

4. Disturbance of Common Open Space. No portion of the Common Areas which are a part of the common open space or conservation areas shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair without the prior written approval of the Director of the Manatee County Planning Department.

5. Right of Entry by County and Southwest Florida Water Management District. The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire fighting personnel, and the Southwest Florida Water Management District while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas as may be necessary to perform their duties. Attached hereto is **Exhibit "F"** with more specific information on the right of entry.

ARTICLE VI
General Provisions

1. Amendment. The Developer reserves the right to amend, modify or rescind such parts, or all, of this Declaration as it, in its sole discretion, deems necessary and appropriate until such time as ninety percent (90%) of the Lots within all phases of ARBOR CREEK have been sold to and occupied by owners in residence. After more than ninety percent (90%) of the Lots in all phases of ARBOR CREEK have been sold to and occupied by owners in residence, the Board of Directors and the members of the Association may modify or amend this Declaration if notice of the proposed change is given at least thirty (30) days prior to the meeting at which such action will be considered. An amendment may be proposed by the Board of Directors or by not less than fifteen percent (15%) of the Lot Owners. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of not less than two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the Lot Owners of all phases of ARBOR CREEK. Voting may occur in person or by and through appropriate written ballots as may be deemed appropriate by the Board of Directors. Any amendment, other than

amendments made by the Developer, shall be evidenced by a Certificate certifying that the amendment was duly adopted and including the recording date identifying the Declaration which Certificate shall be executed by the proper officers of the Association in the same formality required for the execution of a deed. Amendments by the Developer must be evidenced in writing, but a Certificate of the Association is not required. Any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District. The amendment shall be effective when properly recorded in the Public Records of Manatee County, Florida.

2. Duration. The covenants, conditions, easements and restrictions set forth in this Declaration shall be covenants running with the land and shall be binding upon all parties and all person having an interest in any portion of the land lying and being within ARBOR CREEK for a period of twenty-five (25) years from the date of the recording of this Declaration in the Public Records of Manatee County, Florida. At the end of the 25-year term, the covenants, conditions, easements and restrictions shall be automatically extended for successive periods of twenty-five (25) years unless the same are terminated in accordance with the terms of this Declaration as set forth below.

3. Termination. This Declaration may only be terminated upon written consent of ninety percent (90%) of all of the Lots Owners of all phases within this Subdivision which must be duly recorded upon the records of the Association, subject, however, to the provisions of **Article V,** herein, designated "Use and Maintenance of Common Areas" and to acceptance by the Southwest Florida Water Management District of an operation and maintenance entity for the surface water management system and its Common Areas. Notwithstanding any provision to the contrary herein, as long as the Developer holds, owns or controls any Lots within the Subdivision for sale within the ordinary course of business, this Declaration shall not be terminated without Developer's consent.

4. Fiscal Program. Attached hereto as **Exhibit "G"** is the 2001 (the year of recording this Association Document) approved Master Association budget for the assessment of operations and maintenance. Attached hereto as **Exhibit "H"** is a fiscal program, provided in accordance with subdivision platting requirements as imposed by the Manatee County Land Development Code. This fiscal program projects a period of ten (10) years of operations and maintenance of the Association assuming a two percent (2%) increase in expenses per year. The fiscal program does not take into consideration additional phases not yet planned, permitted and constructed.

5. Notice to Buyer. Individuals who purchase property within the ARBOR CREEK Subdivision are hereby given notice of specific conditions to which their lot is subject. The Notice to Buyers is attached as **Exhibit "I"** and made a part hereof by reference.

6. Conservation Easement. A portion of the property is covered by a Conservation Easement in the favor of Manatee County. A copy of this easement is attached as **Exhibit "J"**.

7. 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 or any part of the property subject to these Covenants. 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. 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.

WITNESS the hand and seal of said corporation this 19th day of July, 2001.

Witness

JEFFREY P. HAUN
Print Name

Witness

Print Name

GILBERT WATERS FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership

By: G.W. INVESTMENTS, INC.
a Florida corporation
Its: General Partner

By:
Gilbert Waters, Sole Director

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19th day of July 2001 by Gilbert Waters, Sole Director of G.W. Investments, Inc, a Florida Corporation, the General Partner of Gilbert Waters Family Limited Partnership, a Florida limited partnership, on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ as identification.

Darenda D. Marvin
MY COMMISSION # DD029889 EXPIRES
June 17, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public

Notary Signature

My Commission Expires:

U:\Darenda\Waters\Arbor Creek, declaration, first draft.wpd|ddm|July 19, 2001

EXHIBIT "A"

DESCRIPTION:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE N.00°58'42"E. ALONG THE WESTERLY LINE OF SAID SECTION 29, A DISTANCE OF 666.48 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE S.89°48'08"E ALONG SAID NORTH LINE, A DISTANCE OF 337.50 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE N.00°57'40"E. ALONG SAID WEST LINE, A DISTANCE OF 641.86 FEET TO THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF ERIE ROAD; THENCE S.89°05'09"E. ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 1010.17 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF ELLENTON GILLETTE ROAD; THENCE S.01°45'06"W. ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2064.20 FEET; THENCE N.89°38'42"W., A DISTANCE OF 434.31 FEET; THENCE S.01°36'23"W., A DISTANCE OF 209.60 FEET; THENCE N.89°44'31"W., A DISTANCE OF 207.93 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE N.00°56'07"E. ALONG SAID WEST LINE, A DISTANCE OF 972.35 FEET TO THE NORTH LINE OF SAID SECTION 32; THENCE N.89°29'14"W. ALONG SAID NORTH LINE, A DISTANCE OF 674.38 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN SECTION 29 AND 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 2,072,453 SQUARE FEET, 47.58 ACRES MORE OR LESS.

EXHIBIT B

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 23, 2001

ARBOR CREEK HOMEOWNERS' ASSOCIATION, INC.
1740 WISCONSIN LANE
SARASOTA, FL 34239

OR 1704 PG 7574
OR 1670 PG 7350 21 of 58

The Articles of Incorporation for ARBOR CREEK HOMEOWNERS' ASSOCIATION, INC. were filed on March 23, 2001, and assigned document number N01000002062. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H01000029914.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

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

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Neysa Culligan
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 501A00017875

ARTICLES OF INCORPORATION
OF
ARBOR CREEK
HOMEOWNERS' ASSOCIATION, INC.

The undersigned incorporator, a resident of the State of Florida of the age of majority, hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I
Name and Address

The name of this corporation is ARBOR CREEK HOMEOWNERS' ASSOCIATION, INC., hereafter sometimes called the "Association." The principal office and mailing address of this corporation shall be 1740 Wisconsin Lane, Sarasota, Florida 34239.

ARTICLE II
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof. This Association is formed specifically to promote the health, safety and general welfare of the residents within all or any portion of ARBOR CREEK, a single-family subdivision lying and being in Manatee County, Florida, (hereinafter "ARBOR CREEK"). The Association is formed generally to perform any legal act or to perform any legal duty or obligation as may legally be permitted by the Florida Not For Profit Corporation Act, *Florida Statutes*, Chapter 617.

Notwithstanding anything in the above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1986, nor shall the Association engage in any other activity prohibited by such section, nor shall the Association engage in any other activity or perform any act in violation of any provision governing such tax exempt organizations as determined by the federal revenue laws. The Association's amount of earnings, if any, is not to be taken into account in any manner for the purpose of determining whether there should be a rebate of any assessment paid or the amount of the rebate.

ARTICLE III
Membership

Every person or legal entity who holds legal title of record to a present fee simple interest in any residential lot being a part of ARBOR CREEK, including contract sellers but excluding persons holding title merely as security for performance of an obligation, shall be a member of this Association. A lot owner of more than one such lot shall have one membership for each such lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association.

ARTICLE IV
Corporate Existence

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Corporation shall exist perpetually.

ARTICLE V
Voting Rights

This Association shall have two (2) classes of voting membership. The voting rights of each class of membership shall be set forth, and be governed by the Bylaws of the Association.

ARTICLE VI
Board of Directors

The business affairs of this Association shall be managed by a Board of Directors. The method of election or appointment of the Board of Directors shall be set forth, and be governed by the Bylaws of the Association.

The names and addresses of the persons constituting the first Board of Directors who shall hold office until their successors are elected or appointed and have qualified, are as follows:

Gilbert Waters	1740 Wisconsin Lane Sarasota, Florida 34239
Robin Waters	1740 Wisconsin Lane Sarasota, Florida 34239
Kent Geartz	6801 67th Street Circle East Bradenton, Florida 34208

ARTICLE VII
Officers

This Association shall have the officers described in its Bylaws who shall be elected or appointed at such time and for such terms as is provided in the Bylaws.

ARTICLE VIII
Subscribers

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

Gilbert Waters
1740 Wisconsin Lane
Sarasota, Florida 34239

ARTICLE IX
Initial Registered Office and Agent

The name of the initial registered agent and street address of the initial registered office of the Association is as follows:

Gilbert Waters
1740 Wisconsin Lane
Sarasota, Florida 34239

ARTICLE X
Amendment to Articles

These Articles of Incorporation may be amended as set forth in the *Florida Statutes*, as amended from time to time.

ARTICLE XI
Indemnity

The Association shall indemnify any person made a party or threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, pursuant to the provisions contained in the Bylaws of the corporation.

ARTICLE XII
Interpretation

Express reference is hereby made to the terms and provisions of the Declaration of Covenants, Condition, Easements and Restrictions of Arbor Creek, where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions of these Articles shall be consistent with the provisions of the Declaration, and these Articles shall be interpreted, construed and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation this 18 day of March, 2001.

Gilbert Waters

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 21st day of March, 2001, by Gilbert Waters is ✓ personally known to me, or who ___ has produced _____ as identification, and who did not take an oath.

Julie H. York

Julie H. YORK
(Print Name)

My Commission Expires:

JULIE H. YORK
MY COMMISSION # CC 817351
EXPIRES: August 17, 2002
Bonded Thru Notary Public Underwriters

DESIGNATION AND ACKNOWLEDGMENT OF REGISTERED AGENT

In pursuance of Chapter 48.091, *Florida Statutes*, the following is submitted:

That ARBOR CREEK HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office being located at 1740 Wisconsin Lane, Sarasota, Florida 34236, has named Gilbert Waters, with Registered Office at 1740 Wisconsin Lane, Sarasota, Florida 34236, as its agent to accept service of process within this state.

ACCEPTANCE

Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby accept to such designation and agree to serve in compliance with all applicable Florida Statutes.

Dated this 18 day of March, 2001.

Gilbert Waters

U:\Jack\Corporations\Arbor Creek Homeowners' Association, Inc\Articles of Incorporation|jmm|March 14, 2001 (10:30AM)

* * * COMMUNICATION RESULT REPORT (MAR. 23. 2001 1:59PM) * * *

TTI GRIMES, GOEBEL ET AL

FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
5336 MEMORY TX		307#9711100#18509224001	OK	6/6

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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

Florida Department of State

Division of Corporations

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Florida Department of State

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Katherine Harris, Secretary of State

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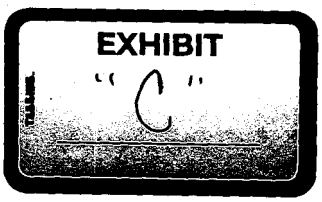
Fax Number : (850)922-4001

From:
Account Name : GRIMES, GOEBEL, GRIMES & HAWKINS, P.A.
Account Number : 072460000742
Phone : (941)748-0151
Fax Number : (941)748-0158

FLORIDA NON-PROFIT CORPORATION

Arbor Creek Homeowners' Association, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	$70.00



BY-LAWS
OF
ARBOR CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. IDENTIFICATION

1.01 Identity: These are the By-Laws of Arbor Creek 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 property located in the unincorporated area of Manatee County, Florida, described and in accordance with the "Declaration of Covenants, Conditions and Restrictions for Arbor Creek Homeowners' Association, Inc., herein called the "Covenants", and to promote the health, safety and welfare of the owners and residents of such property.

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1.03 Office: The office of the Association shall be at: 1740 Wisconsin Lane, Sarasota, Florida 34239, until otherwise changed by the Board of Directors.

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

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

ARTICLE II. MEMBERS

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

2.02 Change of Membership: Change of membership in the Association shall be established by: (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a Lot in the Neighborhood; and (b) the delivery to the Association of a copy of such instrument. Upon the happening of such events, the owner established by such instrument shall thereupon become a Member of the Association, and the membership of the prior owner shall be terminated.

2.03 Multiple Owners: When a Lot is owned by more than one (1) 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 Neighborhood shall be collectively entitled to one (1) vote for each such Lot, as provided in the Covenants and the Articles of Incorporation. If Members own more than one (1) Lot, they shall be entitled to one vote for each Lot owned. A Lot vote may not be divided. The Developer, together with any Successor Developer, shall be entitled to the number of votes provided in the Covenants, notwithstanding the number of Lots owned by the Developer or a Successor Developer. The number of votes that the Developer Member is entitled to cast may increase as provided in the Covenants and shall be decreased from time to time as provided in the Covenants until such time as the Developer Member shall be deemed to be a Regular Member.

3.02 Voting Procedures: The single or multiple owners of each Lot who are Regular Members shall have one (1) vote for each Lot, and the Developer Member shall have the number of votes provided for in the Covenants. All determination of requisite majorities and quorums for all purposes under the Covenants, the Articles of Incorporation and these By-Laws shall be made by reference to the number of Lots owned by Regular Members entitled to vote, plus 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 a majority of all votes are present, either in person, by designating voting representatives, The Articles of Incorporation, or these By-Laws.

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 Owners: If the Lot is owned by one (1) 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 (1) 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 (1) person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(d) Corporations: If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Association.

(e) Partnership: If a Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustees: If a Lot is owned by a trustee, 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 (1) 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 manner, 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 execute 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 Covenant is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays"; provided, that any five (5) voting Members, or the chairman, may require a roll call vote or vote by written ballot.

ARTICLE IV. MEETINGS OF MEMBERS

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

4.02 Special Meetings: Special meetings of the Members shall be held whenever called by the President, 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 (15%) percent of the total number of votes.

4.03 Notice of Meetings: Notice of all meetings of the Members, stating the time, place and objects 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 at his address, as it appears on the books of the Association, or as the Member may have otherwise directed in writing, and 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 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 meeting if Members entitled to cast not fewer than seventy-five (75%) percent 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, that not less than such 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 five (5) Directors, the exact number to be determined by the Members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of members. 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 voted for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot owners. A special meeting of the Lot owners to recall a Member or Members of the Board may be called by ten (10%) percent 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) So long as Developer Membership Status continues under the Covenants, the Developer shall be vested with the power to designate, remove and replace the Members of the Board of Directors. Developer appointed directors need not be owners of Lots. The Board of Directors designated by Developer 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 may be held when Regular Members have votes equal to 50% of the total number of Lots. Within sixty (60) days after such time, the Board shall call a meeting of the Members and give not fewer than thirty (30) days notice of such meeting. At such meeting, Regular Members shall be entitled

to elect one Director. The remainder of the Board of Directors shall continue to be designated, removed and replaced by Developer. The Directors elected and designated at the first election shall serve until the annual meeting date that is not less than eighteen (18) months following such election or until the Developer Membership status terminates pursuant to the Covenants, whichever first occurs. If Developer Membership has not terminated, then the Regular Members shall elect the number of Directors to which they are entitled under the Covenants and these By-Laws, and the Developer shall designate the remaining Directors. Board Members so elected and designated shall serve until the next annual meeting, unless in the interim Developer membership terminates and a special meeting and election are held pursuant to Section 5.02(f) of these By-Laws.

(f) When Developer membership terminates and the Developer Member is deemed to be a Regular member pursuant to Section 3.02 of 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. Director's terms may be staggered so that some Directors serve for longer than one (1) year.

(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, and subject to the establishment of staggered terms, 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 a Member. An officer of nay corporate owner and a general partner of any partnership owner shall be deemed a Member 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 filed as therein provided. Any vacancy in the Board of Directors occurring during the time that the Developer Members and Regular Members share authority to elect and designate Directors shall be filled in the manner in which the Director who

has vacated his office was originally elected or designated; i.e., if elected by Regular Members, the vacancy shall be filled by special election by Regular Members, and if designated or elected by Developer, than Developer shall select and designate a person to fill such vacancy.

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 Director who must 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.

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election, at such place and time as shall be fixed by the 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: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him.

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

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

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

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

5.16 Presiding Officer: The presiding officer at Director's 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 (1) of their Members to preside.

5.17 Directors' Fees: Directors' fees, if any, shall be determined by the Members of the Association; provided, Directors designated by the Developer shall not be entitled to Directors' fees.

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

(a) Roll call.
(b) Proof of notice of meetings or waiver of notice.
(c) Reading and disposal of any unapproved minutes.
(d) Reports of officers and committees.
(e) Election of officers, if any.
(f) Unfinished business.
(g) New business.
(h) Announcements.
(i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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 and Fines: The Board of Directors shall enforce by legal means, provisions of the Covenants, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the common property. In the event that the Board of Directors determines that any Lot owner is in violation of any of the provisions of the Covenants, By-Laws, Articles or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the Lot owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the Lot owner, and such acts or conduct are repeated, the Board may levy a fine of a sum not exceeding $25.00 per offense against the Lot owner. Each day during which the violation continues shall be deemed a separate offense. Such fines shall be assessed as a special assessment against the Lot owner and shall constitute a lien upon the Lot, and may be foreclosed by the Association in the same

manner as any other lien; provided that before foreclosure of any lien arising from a fine, the defaulting owner shall be entitled to a hearing before the Board, upon reasonable written notice, specifying the violations charged and may be represented by counsel; provided further that no fine may be levied in any event against the Developer. In addition, the Board may suspend the right of any Member to use recreational facilities located on the common property for any period during which any assessments against his Lot remains unpaid and delinquent, and may likewise suspend such right for a period not to exceed thirty (30) days for any single infraction of the Rules and Regulations of the Association. Provided, however, that any suspension of such right to the use of recreational facilities, other than for failure to pay assessments, shall be made only after a hearing before the Board, upon reasonable written notice to the owner, specifying the violations charged. At any such hearing the owner may be represented by counsel.

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 supplanted, 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 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 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. Nothing contained herein shall restrict the authority of the Members to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the Members shall not be amended or rescinded except by the Members. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board of Directors and the Members.

6.07 Cooperative Management and Operation: To enter into agreements with other Neighborhood Associations, providing for the joint or cooperative implementation of Section 6.04, and Cooperative Purchasing Agreements and contracting for maintenance, repair, insurance and other items of common expense. In entering such agreements, the Board shall have the authority to apportion the expenses incurred pursuant to such agreements, so long as such apportionment is made in good faith and in a fair, equitable and reasonable manner. Expenses incurred pursuant to such agreements, whether by direct attribution or such apportionment, shall be a common expense.

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 (2) 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. He shall have all of the powers and duties which are usually vested in the office of the 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 direction, determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman at all Board and Membership meetings.

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

7.04 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and Members. He shall attend to the giving and serving of all notice to the Members and Directors, and other notices required by law and the Condominium documents. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of 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 incident to the office of Assistant Secretary.

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

7.06 Compensation: The compensation of all officers and employees of the Association

shall be fixed by the Directors. The provisions that Director's fees shall be determined by Members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services. No officer who is a designee of the 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 he may be a party or on 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 Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.08 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 accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

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

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

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

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

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

8.02 Budget: The Board of Directors shall adopt a budget for each calender year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and 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 his share of the items of the budget shall be made in advance on or before December 20 preceding the year for which assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in four (4) equal quarter annual installments, which shall come due on the 1st day of January, April July and October of the year for which assessments are made. If an annual assessment is not made as requires, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended Regular Assessment. In the event the Regular annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a Special Assessment levied. The Special Assessment shall be due on the 1st day of the month next following the month in which the Special Assessment is made or as otherwise provided by the Board of Directors. Special Assessments may be made from time to time by the Board as provided in Article 5 of the Covenants, with Membership approved where required.

8.05 Acceleration of Assessments: Upon default in payment the Board may elect to accelerate remaining installments of Regular or Special Assessments, and such assessments shall stand accelerated ten (10) days after delivery or receipt of such notice to or by the delinquent lot owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.06 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 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 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: After 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 for which the report is made. At least every three years, the report shall include an audit by a certified public accountant.

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

ARTICLE IX. PARLIAMENTARY RULES

Robert 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 entitles 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. HUD/VA has the right to veto amendments during the time that Developer Members have and exercise the right to control the Association.

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. 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 use of the plural shall include the singular and the singular shall include plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the

Covenants.

The foregoing was adopted as the By-Laws of the Association at the organizational Meeting of the Board of Directors on the 9th day of July, 2001.

ARBOR CREEK
HOMEOWNERS' ASSOCIATION, INC.

By: _____
Its: Initial Director

U:\Jack\Corporations\Arbor Creek Homeowners' Association, Inc\Bylaws|slh|July 19, 2001 (10:48AM)

EXHIBIT "D"

ARBOR CREEK, A SUBDIVISION

LISTING OF HOLDINGS

The following is a complete listing of all common open space and improvements of the Arbor Creek Homeowners' Association, Inc., a non-profit Florida corporation. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities and other holdings as described on the plat as "Tracts 1, 2, 3, 4, 5, 6, 7 and 8".

1. **TRACT 1** Consists of a landscape buffer easement comprised of landscape materials and a wall and a portion of a 25 foot maintenance easement.

2. **TRACT 2** Consists of a lake which is part of the stormwater retention system

3. **TRACT 3** Consists of a Conservation Easement area dedicated to Manatee County in perpetuity and subject to the Wetland Protection Policies under section 704.06 of the Florida Statutes.

4. **TRACT 4** Consists of Open Space and a 25 foot maintenance easement.

5. **TRACT 5** Consists of a landscape buffer easement comprised of landscape materials and a wall.

6. **TRACT 6** Consists of a landscape buffer easement comprised of landscape materials and a wall and a drainage easement for stormwater conveyance.

7. **TRACT 7** Consists of a Conservation Easement area dedicated to Manatee County in perpetuity and subject to the Wetland Protection Policies under section 704.06 of the Florida Statutes.

8. **TRACT 8** Consists of a lake and upland preservation area.

9. **TRACT 9** Consists of a landscape buffer adjacent to lots 80 and 81 including a wall and landscape materials, and a utility easement.

EXHIBIT "E"

MAINTENANCE PROGRAM

A maintenance program has been established for the operation and care of the subdivision amenities. The following is a schedule for the inspection and maintenance of all lands, streets, facilities, and uses** under the purview of the Arbor Creek Homeowner's Association.

Bi-weekly:	Landscape and Lawn Service.
Monthly:	Tree and Landscape Service (to include mowing of right of way adjacent to Erie Road and Ellenton Gillette Road).
Quarterly:	Cleaning and maintenance of all Lake areas.
Every two years:	Inspection and report due to SWFWMD for retention areas.

EXHIBIT "F"

RIGHT OF ENTRY
and
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990, by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provision 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 Arbor Creek.

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 Community Common Areas as may be necessary to perform those duties.

II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to won and maintain such Common Areas, 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 Open Space 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 Area 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 Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

VI. 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 "G"

ARBOR CREEK HOMEOWNER'S ASSOCIATION , INC.
2001 Proposed Budget

	Annual Budget Amount	Annual Assessment Per Lot	Monthly Assessment Per Lot
EXPENDITURES			
Administration			
Administrative and Accounting	$500.00	$4.24	$.35
Management Fee	$3000.00	$25.42	$2.12
Bank Charges	$150.00	$1.27	$.11
Professional Fees	$800.00	$6.78	$.57
State Annual Report	$300.00	$2.54	$..21
Liability Insurance E&O/Liab.	$1800.00	$15.25	$1.27
Total Administration	$6550.00	$55.50	$4.63
Repairs and Maintenance			
Lawn & Common Grounds Maintenance	$15000.00	$127.12	$10.59
Lawn & Common Grounds Irrigation Sys. Maint.	$5000.00	$42.37	$3.53
Electricity	$950.00	$8.05	$..67
Misc. Grounds Repairs and Maintenance	$2000.00	$16.95	$1.41
Total Maintenance	$22950.00	$194.49	$16.20
Total 2001Proposed Association Budget	$29500.00	$250.00	$20.83

This is a proposed budget, a final budget shall be prepared after determination of the type of units to be constructed upon the Arbor Creek lands and will include the expense of common amenities, if any. This budget is being provided in accordance with Manatee County platting requirements. This budget may not be relied upon as an accurate accounting or projection of expenses, but is provided as a guideline and example for the budget process.

U:\Darenda\Waters\arbor creek ,budget.wpd|ddm|April 25, 2001

EXHIBIT H

ARBOR CREEK HOMEOWNERS' ASSOCIATION, INC.
TEN YEAR BUDGET PROJECTION 2001-2011

EXPENDITURES	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Administration											
Accounting	$500.00	$510.00	$520.20	$530.60	$541.21	$552.03	$563.07	$574.33	$585.82	$597.54	$609.49
Management Fee	$3,000.00	$3,060.00	$3,121.20	$3,183.62	$3,247.29	$3,312.24	$3,378.48	$3,446.05	$3,514.97	$3,585.27	$3,656.98
Bank Charges	$150.00	$153.00	$156.06	$159.18	$162.36	$165.61	$168.92	$172.30	$175.75	$179.27	$182.86
Professional Fees	$800.00	$816.00	$832.32	$848.97	$865.95	$883.27	$900.94	$918.96	$937.34	$956.09	$975.21
State Annual Report	$300.00	$306.00	$312.12	$318.36	$324.73	$331.22	$337.84	$344.60	$351.49	$358.52	$365.69
Liability Insurance	$1,800.00	$1,836.00	$1,872.72	$1,910.17	$1,948.37	$1,987.34	$2,027.09	$2,067.63	$2,108.98	$2,151.16	$2,194.18
TOTAL	$6,550.00	$6,681.00	$6,814.62	$6,950.91	$7,089.93	$7,231.73	$7,376.36	$7,523.89	$7,674.37	$7,827.86	$7,984.42
Repairs/Maintenance											
Lawn and Common	$15,000.00	$15,300.00	$15,606.00	$15,918.12	$16,236.48	$16,561.21	$16,892.43	$17,230.28	$17,574.89	$17,926.39	$18,284.92
Irrigation	$5,000.00	$5,100.00	$5,202.00	$5,306.04	$5,412.16	$5,520.40	$5,630.81	$5,743.43	$5,858.30	$5,975.47	$6,094.98
Electricity	$950.00	$969.00	$988.38	$1,008.15	$1,028.31	$1,048.88	$1,069.86	$1,091.26	$1,113.09	$1,135.35	$1,158.06
Miscellaneous	$2,000.00	$2,040.00	$2,080.80	$2,122.42	$2,164.87	$2,208.17	$2,252.33	$2,297.38	$2,343.33	$2,390.20	$2,438.00
TOTAL	$22,950.00	$23,409.00	$23,877.18	$24,354.72	$24,841.81	$25,338.65	$25,845.42	$26,362.33	$26,889.58	$27,427.37	$27,975.92
TOTAL BUDGET	$29,500.00	$30,090.00	$30,691.80	$31,305.64	$31,931.75	$32,570.39	$33,221.80	$33,886.24	$34,563.96	$35,255.24	$35,960.34

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Exhibit "I" (Page 1 of 5)

NOTICE TO BUYERS

To the purchasers of lots in Arbor Creek, a Subdivision, Manatee County, Florida:

You are hereby notified that the purchase of your lot is subject to:

1. The Declaration of Protective Covenants, Conditions, Easements and Restrictions of Arbor Creek, as amended from time to time ("Declaration"), a copy of which Declaration is provided to you upon execution of your contract to purchase.

2. Ownership of a lot in Arbor Creek automatically makes you a member of Arbor Creek Homeowners' Association, Inc. ("Association").

3. The plat for Arbor Creek and any amendments thereto.

4. The Developer (as defined in the Declaration) currently owns the Community Common Areas, and may continue to do so as long as it is a Class B member of the Association, or may convey same to the Association sooner. The Association has the right and power to assess and collect, as provided in its Bylaws and/or the Declaration, the cost of maintenance of the Community Common Areas and, as all such terms are defined in the Declaration.

5. The initial proposed assessment by the Association is $250.00 annually per Lot. You are hereby notified that the Association may increase that amount as may be required to maintain (and provide reserves for) the Community Common Areas, landscaping and other amenities of Arbor Creek.

6. There are neighboring agricultural uses which potentially use pesticides in their operation and may have noise and odor associated with such operation.

7. A portion of the common land is subject to a Conservation Easement in favor of Manatee County and is recorded at OR Book 1696 Page 7511. The stipulations of this easement include:

   Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conservation Easement without prior written consent of Grantee:

   - Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
   - Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
   - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.

- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.

8. **Prior to the issuance of a Certificate of Occupancy** each lot shall include required canopy trees* provided by the developer and/or builder. It is the lot owners responsibility to maintain such trees which cannot be removed unless replaced with a similar type and size of tree. In the event a tree dies or is removed, the owner of the lot is responsible to replace the tree within 30 days. The trees shall be planted within 25 feet of the right of way of the street and shall be located at least every 50 feet, more particularly described below. Trees shall not be planted within an public or private easement. Each lot shall contain the following trees:

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Lot #	# of Trees
1	3
2	1
3	2
4	2
5	1
6	2
7	1
8	2
9	2
10	1
11	1
12	1
13	2
14	3
15	4
16	2
17	3
Lot #	# of Trees
18	1
19	2
20	2
21	1
22	2
23	1
24	2
25	2

Exhibit "I" (page 3 of 5)

26	1
27	4
28	2
29	4
30	4
31	2
32	2
33	1
Lot #	# of Trees
34	2
35	1
36	1
37	1
38	2
39	1
40	2
41	1
42	2
43	1
44	4
45	2
46	1
47	3
48	3
49	2
50	1
51	2
52	1
53	2
54	3
55	3
56	2
57	2
58	1
59	2
60	2
61	3
62	3
63	2
64	1
65	2
66	1
67	2
68	2

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69	1	
70	4	
71	3	
72	2	
73	1	
74	275	1
76	2	
77	2	
78	1	
79	2	
80	2	
81	1	
82	1	
83	2	
84	3	
85	2	
86	1	
87	1	
88	1	
89	2	
90	1	
91	2	
92	1	
93	2	
94	1	
95	1	
96	1	
97	2	
98	1	
99	1100	1
101	2	
102	1	
103	2	
104	1	
105	2	
106	1	
107	2	
108	3	
109	3	
110	1	
111	2	
112	1	
113	3	
114	2	
115	2	

116 1
117 2
118 3 * A canopy tree shall mean a tree species which produces one main trunk and normally reaches a height of thirty feet or more upon maturity. All canopy trees shall be a minimum of one and one-half to two inches in diameter breast height the time of planting, unless otherwise indicated.

9. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, the License Agreement, the Plat or any lot sales or construction contract between you and Developer.

10. There may be other common private improvements which are the responsibility of the Homeowners' Association which filed of record and may be found in the Records Manageme the Manatee County Planning Department under File No. PDR- 97-13.

11. Each property owner within the subdivision at the time of construction of a bu or structure shall comply with the construction plans for the surface water mar approved and on file with the Southwest Florida Water Management District.

12. The removal of littoral shelf vegetation (including cattails) from wet detention prohibited unless otherwise approved by the District. Removal includes dredgi application of herbicide, cutting, and the introduction of grass carp. Any quest authorized activities within the wet detention ponds shall be addressed to the Regulations Manager, Venice Service Office.

U:\Darenda\Waters\arbor creek, notice to buyers.wpd|ddm|August 2, 2001

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EXHIBIT "J"

CONSERVATION EASEMENT

In consideration of the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, Gilbert Waters Family Limited Partnership, a Florida limited partnership whose mailing address is 1740 Wisconsin Lane, Sarasota, Florida ("GRANTOR") hereby certifies ownership by said partnership of the property described as follows:

That area described as "Conservation Easement" as set forth on attached Exhibit "A"

on behalf of itself and its successors, heirs and assigns, grants and gives unto Manatee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 ("GRANTEE"), a Conservation Easement pursuant to Florida Statutes 704.06 over the above described property of the Grantor.

Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conservation Easement without prior written consent of Grantee:

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

- Acts or uses detrimental to such retention of land or water areas.

SIGNED, SEALED and delivered in the presence of:

Witness

Print Name

Witness

Print Name

GILBERT WATERS FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership

By: G.W. INVESTMENTS, INC.
a Florida corporation
Its: General Partner

By:
Gilbert Waters, Sole Director

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 19th day of July 2001 by Gilbert Waters, Sole Director of G.W. Investments, Inc, a Florida Corporation, the General Partner of Gilbert Waters Family Limited Partnership, a Florida limited partnership, on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ as identification.

Darenda D. Marvin
MY COMMISSION # DD029889 EXPIRES
June 17, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public

Notary Signature

My Commission Expires:

U:\Darenda\Waters\arbor creek, conservation easement.wpd|ddm|July 19, 2001

Exhibit "A" (page 1 of 3)

CONSERVATION EASEMENT (TRACT #3)
LEGAL DESCRIPTION:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE N.00°58'42"E. ALONG THE WESTERLY LINE OF SAID SECTION 29, A DISTANCE OF 557.72 FEET TO THE POINT OF BEGINNING THENCE CONTINUE N.00°58'42"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 108.76 FEET, TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE S.89°48'08"E. ALONG SAID NORTH LINE, A DISTANCE OF 337.50 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE N.00°57'40"E. ALONG SAID WEST LINE A DISTANCE OF 45.68 FEET; THENCE N.78°16'06"E., A DISTANCE OF 175.59 FEET; THENCE N.88°40'28", A DISTANCE OF 90.12 FEET; THENCE N.85°01'20"E., A DISTANCE OF 52.51 FEET; THENCE N.88°50'49"E, A DISTANCE OF 88.27 FEET; THENCE S.83°01'26"E., A DISTANCE OF 78.09 FEET; THENCE S.81°06'00"E., A DISTANCE OF 26.05 FEET; THENCE S.87°43'12"E., A DISTANCE OF 91.08 FEET; THENCE S.84°54'54"E., A DISTANCE OF 86.16 FEET; THENCE S.87°53'45"E., A DISTANCE OF 146.19 FEET; THENCE S.80°20'27"E., A DISTANCE OF 146.61 FEET; THENCE S.01°46'47"W., A DISTANCE OF 85.31 FEET; THENCE N.80°37'21"W., A DISTANCE OF 175.47 FEET; THENCE N.86°03'00"W., A DISTANCE 206.05 FEET; THENCE N.89°52'02"W., A DISTANCE OF 141.79 FEET; THENCE N.77°00'19"W., A DISTANCE OF 87.69 FEET; THENCE S.84°04'54"W., A DISTANCE OF 208.05 FEET; THENCE S.77°32'19"W., A DISTANCE OF 231.88 FEET; THENCE S.78°46'33"W., A DISTANCE OF 219.84 FEET; THENCE S.83°57'30"W., A DISTANCE OF 56.14 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 108,486 SQUARE FEET, 2.49 ACRES MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

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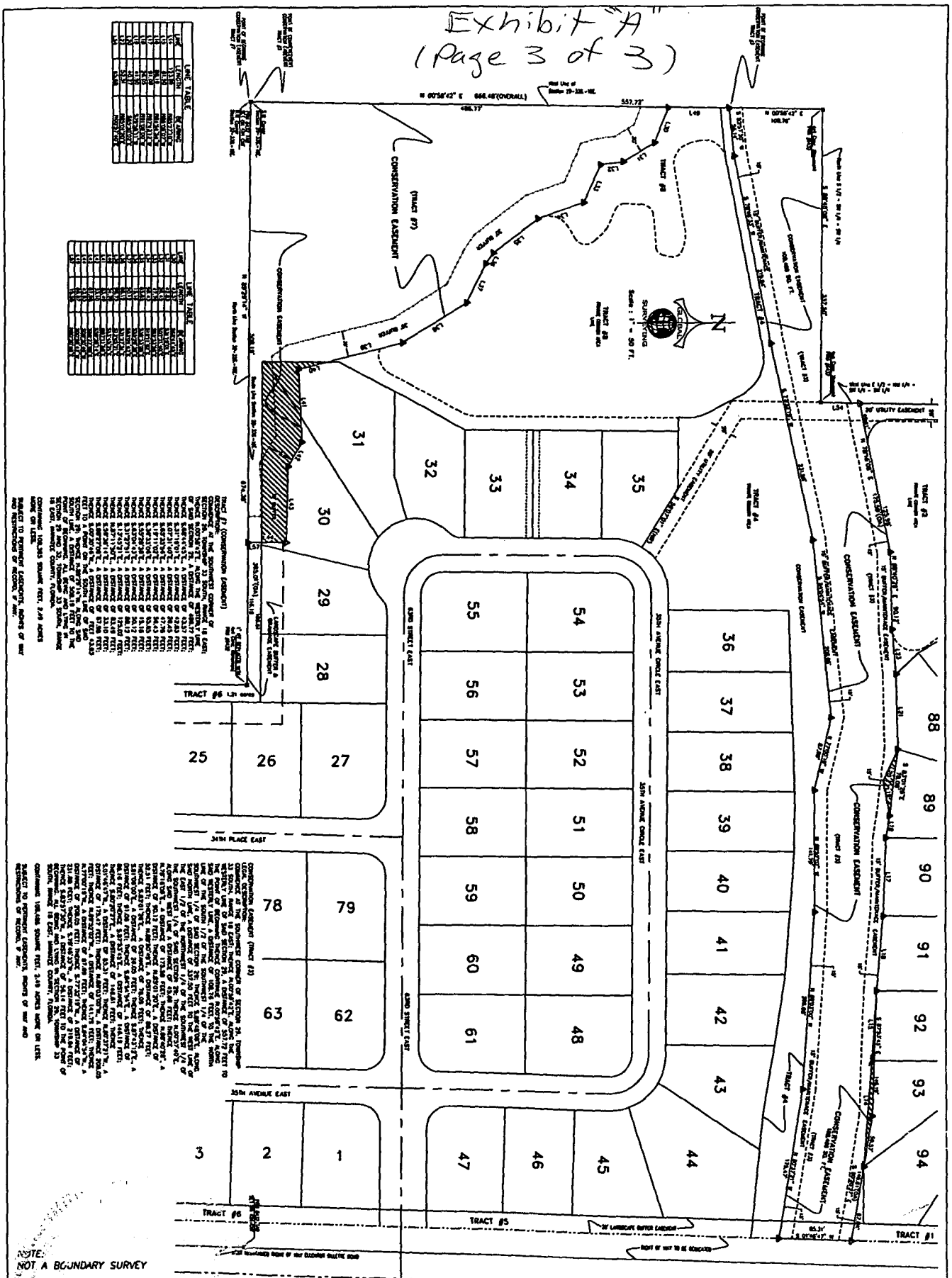
TRACT #7 (CONSERVATION EASEMENT)
DESCRIPTION:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 18 EAST; THENCE N.00°58'42"E. ALONG THE WESTERLY LINE OF SAID SECTION 29, A DISTANCE OF 486.77 FEET; THENCE S.68°44'45"E., A DISTANCE OF 43.57 FEET; THENCE S.31°19'01"E., A DISTANCE OF 42.83 FEET; THENCE S.07°31'40"E., A DISTANCE OF 26.45 FEET; THENCE S.65°33'56"E., A DISTANCE OF 47.76 FEET; THENCE S.19°11'02"E., A DISTANCE OF 56.43 FEET; THENCE S.36°33'06"E., A DISTANCE OF 65.65 FEET; THENCE S.55°28'38"E., A DISTANCE OF 15.16 FEET; THENCE S.63°04'43"E., A DISTANCE OF 50.12 FEET; THENCE S.31°27'51"E., A DISTANCE OF 88.12 FEET; THENCE S.13°45'21"E., A DISTANCE OF 125.02 FEET; THENCE N.87°11'50"E., A DISTANCE OF 83.49 FEET; THENCE S.59°36'14"E., A DISTANCE OF 33.10 FEET; THENCE S.88°27'08"E., A DISTANCE OF 87.98 FEET; THENCE S.00°30'46"W., A DISTANCE OF FEET 43.93 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29; THENCE N.89°29'14"W. ALONG SAID SOUTH LINE, A DISTANCE OF 508.19 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN SECTION 29 AND 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 108,385 SQUARE FEET, 2.49 ACRES MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

Exhibit "A"
(Page 3 of 3)



NOTE:
NOT A BOUNDARY SURVEY

SKETCH OF DESCRIPTION
TRACT #3 & #7 (CONSERVATION EASEMENTS)
ARBOR CREEK (A PROPOSED SUBDIVISION) IN
SECTIONS 29 & 32, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

SHEET # 1 OF 1

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TONY L. PLASLEY, PSM
FLORIDA CERTIFICATE NO. 4451

DATE OF SKETCH 04/02/01

NO.	REVISION	DATE	BY
1	TRACT 3 DESCRIPT. & LEGAL	06/27/01	J.P.H.
2	AND MATCHING	07/31/01	J.P.H.

GLOBAL SURVEYING, P.A.
CERTIFICATE OF AUTHORIZATION LB 0006432
BRADENTON · BROOKSVILLE · VENICE

Scale: 1" = 50' | Drawn by: J.P.H. | FB/PG: N/A/N/A | DATE: 04/02/01 | JOB: #000315-400

OR 1676 PG 7573 FILED AND RECORDED 8/16/01 10:12:04 AM 58 of 58
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.