

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
✓ KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CEAGLETO Receipt#759616



2006046815

**CORRECTIVE CERTIFICATE OF AMENDMENT
REFLECTING THE ADOPTION
OF THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR
BOBCAT VILLAS**

The undersigned officers of Bobcat Villas Homeowners Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Bobcat Villas, according to the Declaration thereof as recorded in O.R. Instrument #2006008384, Public Records of Sarasota County, Florida, hereby certify that the attached Amended and Restated Declaration of Covenants, Restrictions, and Easements for Bobcat Villas was duly adopted in the manner provided in the governing documents of the Association at an annual membership meeting held on January 11, 2006. The undersigned further certify that all documents were proposed and adopted in accordance with the homeowner documentation, and applicable law.

WHEREAS, Bobcat Villas Homeowners Association, Inc. recently recorded in the Public Records of Sarasota County, Florida, at Instrument #2006016136, on January 25, 2006, a Certificate of Amendment Reflecting the Adoption of the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Bobcat Villas, and now wishes to correct a certain error that occurred with this recording. Specifically, the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of Bobcat Villas, that was recorded at Instrument #2006016136, is not the document that was voted upon and approved by the Association membership at an annual membership meeting held on January 11, 2006. As such, the recording of this document was done in error. The document that was voted upon and approved by the Association membership has been correctly attached to this corrective certificate of amendment.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 9th day of March, 2006, at Sarasota County, Florida.

BOBCAT VILLAS HOMEOWNERS
ASSOCIATION, INC.

[Handwritten Signature]
Witness Signature

RICHARD A HULL
Printed Name

[Handwritten Signature]
Witness Signature

Kizzy-Marie Phillip
Printed Name

BY: [Handwritten Signature]
, President

BY: [Handwritten Signature]
, Secretary ~~TREASURER~~

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of March, 2006 by Eileen M. Sisk as President, and Michael Santos, as ~~Secretary~~^{President} of BOBCAT VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL ID as identification. If no type of identification is indicated, the above-named persons are personally known to me.

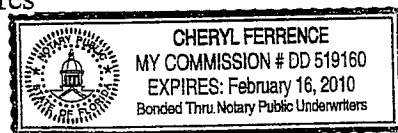
Cheryl Ferrence

Notary Public

Printed Name Cheryl Ferrence

State of Florida

My Commission Expires



Amended and Restated Covenants, Restrictions, and Easements

BOBCAT VILLAS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR BOBCAT VILLAS, (Declaration) is made this 11TH day of JANUARY, 2006 by BOBCAT VILLAS HOMEOWNERS ASSOCIATION, INC. a Florida not-for-profit corporation, its successors and assigns (hereafter referred to as the "Association") hereby declares the provisions of this instrument to be applicable to the property owned by it and made subject to this instrument known as "BOBCAT VILLAS".

RECITALS:

- A. Association owns certain real property located in the city of North Port, Sarasota County, Florida (hereinafter defined as the "Property") which is more particularly described on Exhibit "A" attached hereto, and is graphically described on the "Plat Exemption," (as hereinafter defined) attached hereto as the Exhibit "B".
- B. In order to provide for the orderly operation and efficient maintenance of the Property and to maintain the values thereof, the Association intends to operate the Property pursuant to a general plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitude, liens and charges, all running with the Property as hereinafter set forth.
- C. In connection with the foregoing, the Association, a not-for-profit corporation, was created under the laws of the State of Florida, to which certain rights, powers, duties, and obligations for the property have been delegated and assigned, including without limitation, operation, administration, maintenance, and repair of the Property, including the "Lots", "Units" and "Common Properties," as hereinafter defined, and administering and enforcing the provisions of this Declaration.

NOW, THEREFORE, The Association hereby declares that the Property shall be held, sold, conveyed, leased, improved, maintained and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

ARTICLE 1 DEFINITIONS

- 1.01 "Architectural Review Committee" ("Committee")("ARC") shall be the Board acting in the capacity of the Architectural Review Committee pursuant to Section 16.01 hereof.
- 1.02 "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a copy of which is attached hereto as Exhibit "D," as such Articles may be amended from time to time.
- 1.03 "Assessment(s)" shall mean and refer to "Common Assessments," "Individual Assessments," and "Special Assessments" (as each is hereinafter defined) collectively, as the context may require.
- 1.04 "Association" shall mean and refer to Bobcat Villas Homeowners Association, Inc. a Florida corporation, not-for-profit, its successors and assigns.
- 1.05 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.
- 1.06 "Buffer Areas" shall mean and refer to those portions of the Property which are declared as being Buffer Areas or Planting Strips in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), including, where the context requires or permits, any "improvements" (as hereinafter defined) thereon. The Association hereby declares the property noted in Exhibit "B" attached hereto to be the initial Buffer Areas.

- 1.07 "By-Laws" shall mean and refer to the By-Laws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "D", as the By-Laws may be amended from time to time.
- 1.08 "City" shall mean and refer to the City of North Port, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.
- 1.09 "Common Assessment" shall mean and refer to the charge against all owners and their "Unit/Lot" (as hereinafter defined), representing their proportionate share of the routine Common Expenses of the Association.
- 1.10 "Common Expenses" shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties, including reserves for the foregoing to the extent adopted as part of the Association's budget, as provided in the By-Laws, including without limitation: (a) unpaid Assessments; (b) the cost of any and all commonly metered utilities, if any, and other commonly-metered charges for the Common Properties; (c) costs of management, operation and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, and other agents, employees, or independent contractors; (d) costs of all gardening and other services benefiting the Villas and Common Properties, including all recreational facilities thereon; (e) costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with the Association and Common Properties; (f) taxes paid by the Association, including real property taxes for the Common Properties, if any; (g) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; (h) costs required to be paid for landscaping and road maintenance required by the City; and (i) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, the Associations rights and duties hereunder, and/or for the benefit of the Owners.
- 1.11 "Common Properties" and "Common Areas" shall mean and refer to those portions of the Property which are declared as being Common Properties in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), including where the context requires or permits, any "improvements" (as hereinafter defined) thereon or any personal property owned by the Association and used or useful in connection with the operation of the Common Properties. Common Properties are for the common use and enjoyment of the Owners. The Association hereby declares the property described in Exhibit "B", as "Common Property" attached hereto to be the initial Common Properties as defined above.
- 1.12 "County" shall mean and refer to Sarasota County, Florida
- 1.13 "Declarant" shall mean and refer to Bobcat Villas Homeowners Association, Inc. a Florida not-for-profit corporation, doing business in North Port, Florida and any assignee of Associations rights hereunder in accordance with Section 14.13 hereof.
- 1.14 "Declaration" shall mean this instrument, as it may be amended from time to time.
- 1.15 "Family" shall mean and refer to (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than three (3) persons not so related who maintain a common household on a Villa.
- 1.16 "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within Property, including but not limited to, buildings, fixtures, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, signs and exterior air-conditioning, and water softener fixtures or equipment, if any.
- 1.17 "Individual Assessment" shall mean and refer to a charge against one or more Owners and their Unit/Lot(s), directly attributable to such Owner(s) failure to duly perform their obligations hereunder, and the Associations enforcement of this Declaration against such Owner(s) and/or Unit/Lot(s), as further described in Section 6.05 hereof.
- 1.18 "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Villa which was made in favor of a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company or other lender who make residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender. Institutional Mortgage shall also mean and include a mortgage held by the Federal Mortgage Association, Government National Mortgage Association, Federal Home Loan

Mortgage Corporation, Veterans Administration and Federal Housing Administration or other agency of the United States of America holding, guarantying or issuing a first mortgage on a Villa.

- 1.19 "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.
- 1.20 "Lot" shall mean and refer to a Villa and each separate parcel described on Exhibit "B" attached hereto, or any other property designated in any Supplemental Declaration, together with any Dwelling Unit or other improvements which may be constructed thereon.
- 1.21 "Management Company" shall mean and refer to the person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations, or functions of the Association.
- 1.22 "Master Covenants" shall mean and refer to the Declaration of Restrictions and Protective Covenants for Bobcat Trails Community Association, recorded in the Official Records Book 3032, at Page 2554, of the Public Records of Sarasota County, as amended from time to time.
- 1.23 "Members" shall mean and refer to any Persons who are entitled to membership in the Association, as provided in Article 3 hereof.
- 1.24 "Notice and Hearing" shall mean and refer to written notice and a public hearing before a tribunal appointed by the Board, at which the Owner charged with a particular offense shall have an opportunity to be heard in person or by counsel at such Owner's expense and as otherwise provided in the By-Laws.
- 1.25 "Owner" shall mean and refer to a record owner of any percentage of the fee simple interest in a Villa, but excluding those Persons having an interest in a Villa merely as security for the performance of an obligation. For purposes of Article 10 of this Declaration only, unless the context otherwise requires, the term Owner shall also include the Family, guests, licensees, lessees and sub lessee of any Owner, and any other permitted user or occupant of a Villa. If a Villa is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally.
- 1.26 "Person" shall mean and refer to any individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with the legal right to hold title to real property.
- 1.27 "Property" shall mean and refer to that certain real property more particularly described on Exhibit "A" attached hereto, consisting of the "Residential Property" and "Common Properties" as hereinafter defined, as each may be amended in accordance with this Declaration.
- 1.28 "Plat Exemption" shall mean and refer to the graphic rendering of the Property attached hereto as Exhibit "B".
- 1.29 "Residential Property" shall mean and refer to all Property which is not Common Properties, and which is not otherwise dedicated, restricted or limited for non-residential use. The Residential Property shall consist of the Units & Lots (Villas) described in Exhibit "B" attached hereto, as amended from time to time.
- 1.30 "Rules" shall mean and refer to the Rules and Regulations which are duly adopted by the Association from time to time.
- 1.31 "Special Assessment" shall mean and refer to a charge against all Owners and their Villa, representing their proportionate share of the cost incurred by the Association for, (i) reconstruction of any portion or portions of improvements located on the Common Properties pursuant to the provisions of this Declaration; (ii) installation or construction of any capital improvements on any portion of the Common Properties which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay shortages in Common Expenses of the Association, after collections of the Common Assessments, as further described in Section 6.06 hereof.
- 1.32 "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions and easements which may be recorded by the Association for the purpose of supplementing or amending this Declaration or for the purpose of declaring certain portions of the Property as Common Properties or as Residential Property.

- 1.33 "Unit" shall mean and refer to a Lot plus all improvements and the dwelling structure (Villa) contained thereon.
- 1.34 "Association Covenants" shall mean and refer to the Restated Declaration of Restrictions and Protective Covenants for Bobcat Villas Homeowners Association, recorded in the Official Records Book _____, at Page _____, of the Public Records of Sarasota County, as amended from time to time.
- 1.35 "Dwelling Unit" shall mean and refer to any Lot plus all improvements and the dwelling structure (Villa) contained thereon.
- 1.36 "Villa" shall mean and refer to any "Lot" plus "Unit" as described above.
- 1.37 "Recreational Facilities" shall mean and refer to the Clubhouse and Pool on the Common Property. It shall also refer to any facilities constructed on the Common Properties for the enjoyment of all the Members.
- 1.38 "Variance" shall mean and refer to any written permission or approval the Board may grant to an Owner for items deemed out of compliance with the Covenants, Restrictions, and Easements. A Variance may be permanent or temporary in nature.
- A. A Permanent Variance shall mean and refer to a variance given in writing by the Board for noncompliance items that are permitted to stay in place forever.
- B. A Temporary Variance shall mean and refer to a variance given in writing by the Board for noncompliance items that expire on the last day of the year the variance was issued. A Temporary Variance must be applied for in writing to the Board by the last day of the year the variance was issued and approved in writing by the Board no later than January 30 each year. They will be issued at the discretion of the current Board. If the Board does not rescind the Temporary Variance by January 30th, the Temporary Variance shall continue until the following last day of the year as described above.

The foregoing definitions shall be applicable to this Declaration, as amended from time to time, and also to any Supplemental Declaration, unless specifically stated to the contrary herein or therein.

ARTICLE 2

OWNERS PROPERTY RIGHTS: EASEMENTS

- 2.01 Owners Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which shall be appurtenant to and shall pass with title to every Villa, subject to the following conditions:
- B. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties at any one time.
- C. The right of the Association to establish Rules pertaining to the use of the Common Properties, including, but not limited to, the right and obligation of the Association to enforce all parking and other restrictions within the Common Properties.
- C. The Common Properties shall not be used for "private events" (i.e., functions to which all members are not invited and in good faith encouraged to attend) however, The Board of Directors shall require the execution of a Clubhouse/Pool Use Agreement prior to an event and establish rules, guidelines, and procedures to be followed for its use.
- D. The right of the Association, in accordance with the Articles, By-Laws and this Declaration, with the vote or written assent of Members entitled to cast two-thirds (2/3) of the votes of the Members in the Association, to borrow money for the purpose of improving the Common Properties, in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

- E. The right of the Association to suspend the right of an Owner to use the Common Properties (except means of ingress and egress) for any Owner for; (i) any period during which any Assessment against an Owner's Unit remains unpaid and delinquent, and (ii) a period not to exceed thirty (30) days for any other single infraction of this Declaration or the Rules, Guidelines and Procedures established by the Association, provided that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the By-Laws.
- F. The right of the Association to dedicate, grant, release, convey, alienate or transfer all or part of the Common Properties to any public agency, authority or private party or entity. No such dedication, grant, release, conveyance, alienation or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3) of the votes of Members in the Association, except the granting of non-exclusive easements to public agencies or public utilities, including cable television, or for private purposes which do not materially adversely affect the rights of Owners to enjoy the Common Properties (as determined in the reasonable discretion of the Board), may be made by the Board without approval of the Members.
- G. The right of the Association to construct, replace or repair any improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.
- H. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties.
- 2.02 Delegation of Use. Any Owner may delegate the right of enjoyment to the Common Properties and facilities to the members of the Owner's Family, in accordance with the By-Laws. Any Owner may so delegate such rights to the Owner's tenants who reside on the respective Villa, subject to the Rules and other reasonable regulations imposed by the Board. However, no such delegation shall relieve the Owner from any of his obligations hereunder.
- 2.03 Waiver of Use. No Owner may be exempt from personal liability for Assessments duly levied by the Association, or cause a release of the Villa owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Villa.
- 2.04 Title to the Common Properties. The Association shall hold the fee simple title to the Common Properties for the benefit of those Persons entitled to use same under the provisions thereof.
- 2.05 Access. The Association reserves unto itself, and Designees, Affiliates, and all Owners, including their respective tenants, invitees and institutional Mortgagees, perpetual, non-exclusive easements of ingress and egress over and across any private streets and access ways constructed on the Common Properties from time to time.
- 2.06 Utilities. The Property shall be subject to such non-exclusive easements as may be determined in the sole discretion of Association for utilities, including, but not limited to, water, sewer, electric, and cable television, as may be reasonably required to properly and adequately serve the Property or other portions of the Property as it exists from time to time. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to reasonably interfere with the proper and intended use thereof. Such easements shall survive any termination of this Declaration.
- 2.07 Service. The Association hereby grants to delivery, courier, trash removal, fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, satellite and other utilities authorized by the Association to service the Property, and to such other persons as the Association from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigations. Such easements shall survive any termination of the Declaration.
- 2.08 Lot Line Encroachments. Certain dwellings and other improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, roof overhangs, or gutters may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line between the Villa upon which said dwelling is located and an adjoining Villa. In all such cases, said adjoining Villa shall be subject to an easement and appurtenant rights,

including the right of ingress and egress, in favor of the encroaching Villa and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading. As to each Villa, easements are granted to the adjoining Villa for the use and enjoyment of open space, landscaping irrigation and related purposes over any off-set areas between the Villa line and the outside face of the building wall. As the nature of zero Villa line dwelling construction and maintenance requires entry upon the yard areas of the adjoining dwelling for the purposes of constructing, maintaining and utilizing any outdoor yard area which might be between the outside face of the Villa line wall and the Villa property line, non-exclusive rights over the necessary portions of the adjacent yard areas are granted in favor of the adjoining Villa and its respective Owner and the Association for such purposes as may be applicable. However, no exercise of any such easement and appurtenant rights created pursuant to this Section 2.09 shall unreasonably interfere with the use of the subject Villa to same. Any easements and rights granted pursuant to this Section 2.09 shall survive any termination of the Declaration.

- 2.09 Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder. An easement is hereby granted in favor of the Association, including its agents and contractors, over the Buffer Areas, Common Areas, and Units for the purpose of maintaining landscaping, and every Lot for drainage purposes.
- 2.10 Execution. If and to the extent that the creation of any of the easements described in Article 2 requires the joinder of Owners, then the Association may, by its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments required. The Owners, by the acceptance of deeds to their Villas, irrevocably nominate, constitute and appoint the Association, through its duly authorized officers, as their proper and legal agent or attorney-in-fact for such purpose. The appointment is coupled with an interest and is therefore irrevocable. Any such instrument pursuant to this Article 2 shall recite that it is made pursuant to this Article 2.10.

ARTICLE 3

MEMBERSHIP IN ASSOCIATION

- 3.01 Membership in the Association shall be appurtenant to and may not be separated from any Villa. Ownership to a Villa shall be the sole qualification for Membership in the Association. Each Owner shall have the voting rights provided in the Articles of Incorporation for the Association.
- 3.02 Co-Ownership of Villas. When more than one Person owns an interest in any Villa (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Villa is entitled. All Co-Owners of each Villa shall designate in writing to the Secretary of the Association one of their number to so vote the interest of their Villa. Fractional votes shall not be allowed. The vote for each Villa shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated the Villa shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interest of the Villa. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all the obligations imposed upon the Villa and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the By-Laws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, and in the Articles and By-Laws (to the extent applicable). If a Villa is owned by a corporation or other entity, the individual entitled to vote for the Villa shall be designated by a certificate signed by the appropriate officer or agent of the entity and filed with the Secretary of the Association.

ARTICLE 4

USE OF RECREATIONAL FACILITIES

- 4.01 Limitation of Use of Recreational Facilities: In order to conserve the Association Recreational Facilities and such other Neighborhood Common Areas of the Association, and to preserve such facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to immediate occupants of a Villa from time to time and their occasional guest. In the event such Villa is leased, the tenant and his/her family and guest may use such facilities to the exclusion of the owner of the Villa and his/her family. Occupants of Villas owned by multiple or corporate owners shall be entitled to use such facilities during periods of such occupation to the exclusion of the other multiple owners or corporate officials or their invitees.

ARTICLE 5

FUNCTIONS OF THE ASSOCIATION

- 4.01 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board; the Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or By-Laws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.
- 4.02 Required Services. In addition to those other responsibilities specified in the Articles or By-Laws, the Association shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:
- A. All painting and maintenance of the Common Properties, and all improvements thereon, as and when deemed necessary by the Board.
 - B. Cleaning and painting of Villa exteriors and gutters, but not including windows, window screens, lanai framing, screening and roofs.
 - C. Repair and replacement of all exterior components of the Villas, except, windows, window screens, lanai framing, lanai screening, lanai roofs, exterior doors, garage doors and any and all exterior improvements installed by Villa Owners & approved by the Board. The Skylights installed in Phase 1 Villas were installed as a component of the roof system and as such will be repaired and maintained by the Association.
 - D. All landscaping on each Villa except for non-standard landscaping installed by the Owner.
 - E. Maintenance and care for all landscaped areas and the irrigation system, within the Common Properties, the Buffer Areas and individual Lots, including, but not limited to, the sides (where applicable), rear and front of each Lot, any property from the rear Lot line to the edge of any adjacent water surface (e.g., lake or canal). No Owner shall be permitted to move, alter, or otherwise modify, any of the irrigation facilities, whether located on Common Properties or any Lot, or the landscaping in the Buffer Areas, without the prior written consent of the Association in each case. Any alteration to the irrigation system must be performed by an Association approved party. At no time shall the Association be liable for any loss or damage which may occur to any plants, trees, or similar landscaping, which the Owner has installed on the Lot. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties and the Lots will be irrigated.
 - F. Maintenance of any and all streets, roads, driveways, sidewalks, paths and entry features, road and Lot drainage, including curbs, street gutters, storm sewers and swales, throughout the Common Properties which have not been dedicated to the public or any governmental body.
 - G. Operation of the Common Properties in accordance with the Rules and other standards adopted by the Board from time to time.
 - H. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Articles or By-Laws.
 - G. Conducting business of the Association, including, but not limited to, administrative services such as legal, accounting and financial, and communication services such as informing the Owners of activities, notice of meetings, and other important events.
 - H. Purchasing insurance as may be required hereby or by the By-Laws and any other insurance to the extent deemed necessary or desirable by the Board.

4.03 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights to perform same;

- A. Lighting of roads, sidewalks, walks and paths throughout to Property;
- E. Fire protection and prevention;
- C. Protection and security, including, but not limited to, the employment of security guards within the Property;
- D. Maintenance of electronic and other surveillance devices;
- E. Installation, operation and maintenance of cable television facilities or other communication systems throughout the Property;
- F. Such other services as are authorized in the Articles or By-Laws;
- G. Cleanup, landscaping, maintenance, dredging, water treatment or other care of roads or other property (public or private) adjacent to the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right or been required to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;
- H. Emergency repairs and other work, including maintenance, on Villas reasonably necessary for the proper maintenance, preservation and operation of the Property.

4.04 Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 7 hereof, (ii) collection of debts owed to the Association, (iii) bringing contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association in proceedings to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 5.04, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.04 may not be amended.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.01 Obligation for Assessments. Each Owner of any Villa, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed in covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Individual Assessments, and (3) Special Assessments, hereinafter collectively described as the "Assessments." All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Villa and Owners thereof for its respective Assessments shall commence the day on which title to the Villa is conveyed and shall be prorated from such date.

All Assessments, together with interest, costs, late charges and reasonable attorneys' fees for the collection thereof, shall be a charge on each Villa and shall be a continuing lien thereon as more particularly described in Article 7 hereof. Each such Assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Villa at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent Assessments shall be the joint and several obligation of such Owner and the successors-in-title to such Owner. The Association shall be entitled to take such actions and to expend such sums as are reasonably believed by it to be necessary for the protection of its lien as to particular Villas, and to add the full cost thereof to its claim for Assessments due.

- 6.02 Common Assessments. The Common Assessments levied by the Association shall be used exclusively to pay routine Common Expenses. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners.
- 6.03 Amount of Common Assessments: When Payable. At least ten (10) days prior to the beginning of each fiscal year the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during the coming year in performing its functions under this Declaration. The annual Common Assessment for each Villa shall equal the amount of the estimated operating budget, as adopted pursuant to the By-Laws (less any surplus or plus any deficit from prior years), divided by the total number of Villas (one hundred ten (110) in the Property). From time to time during the fiscal year, the Board may modify the budget for the fiscal year and, upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable by January 31st of each year unless determined by the Board, from time to time, to be payable more or less frequently. The budget and Assessment procedure shall be further subject to the provisions of the By-Laws.
- 6.04 Individual Assessments. Any maintenance, repair, or replacement within the Property arising out of or caused by the willful or negligent act of an Owner, including the Owners Family, Tenants, Guests, shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Villa, to the extent proceeds from insurance are not collected with respect to such loss. Any maintenance, repair or replacement within the Property arising out of or caused by an Owner's failure to comply with the Master Covenants (and the discharge of any lien or claim of lien arising in favor of the Association under the Master Covenants as a result of such failure to comply) shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Villa. Additionally, any fine imposed by the Board in accordance with the By-Laws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, By-Laws, or Rules, shall be charged to such Owner and the Owner's respective Villa as an Individual Assessment.
- 6.05 Special Assessments. In addition to the Common Assessments and Individual Assessments authorized above, the Board may levy, in any fiscal year, in accordance with the By-Laws, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital improvement upon the Common Properties, including fixtures and personal property related thereto, or for the defraying any other extraordinary Common Expense of the Association, including shortfalls in Common Assessments.
- 6.06 Notice for any Special Assessment. Written notice of any meeting of Members called for the purpose of authorizing a Special Assessments shall be sent to all Members not less than fourteen (14) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled, subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.
- 6.07 Proportionate Share of Assessments. Common Assessments and Special Assessments provided for in this Article 6 shall be allocated and assessed equally among all Villas.
- 6.08 Financial Reports. Within ninety (90) days following the end of each fiscal year, the Associations, Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association audited by an independent Certified Public Accountant. The Board of Directors shall cause to be distributed a copy of each such statement to each Member, and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board.
- 6.09 Assessment Roster and Notices. The Association shall maintain a roster of the amount of the Assessments against each Villa, which shall be calculated in accordance with Article 6. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser or the purchaser's mortgagee a certificate in writing signed by an officer of the Association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee, shall be conclusive as to the information set forth therein.

- 6.10 Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment, shall be payable within thirty (30) days after the Owner shall have been notified thereof, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

ARTICLE 7

EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

- 7.01 Effect of Non-Payment of Assessments: Remedies of the Association. A lien is hereby imposed upon each Villa to secure the payment of all Assessments now or hereafter imposed on the Villa by the Association. Such lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' fees at all tribunal levels, late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment, or Special Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or any greater interest which may be lawfully charged under any amendments to applicable law, or if no such rate is applicable, then at the rate of eighteen percent (18%) per annum computed from the due date until such payment is made. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefore may be further required by the Board to pay a late charge equal to an amount not greater than the amount of the unpaid installment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its lien against the Villa of such Owner(s), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Villa. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Assessments for the then current fiscal year. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Assessments for the then current fiscal year to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in any manner authorized by law and this Declaration.

Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees and costs incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner for the enforcement of its lien; next towards interest and late charges on any Assessments or other monies due to the Association, as provided herein, and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

- 6.02 Notice of Lien. No action shall be brought to foreclose the lien for Assessments herein created unless at least thirty (30) days has expired following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Villa (in the event that a Villa has Co-Owners, notice may be served solely upon the Co-Owner identified pursuant to Section 3.02 hereof) at the last address provided to the Association by such Owner, and a copy thereof has been recorded by the Association in the Public Records of the County. The Notice of Lien must recite a good and sufficient legal description of any such Villa, the record Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the rate set forth in Section 7.01 hereof, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien and late charges), and the name and address of the Association as claimant. Such Notice of Lien shall not be prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of Section 7.03 hereof). The lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, charges, interest and reasonable attorneys' fees which accrue subsequent to filing the Notice of Lien.
- 7.03 Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional First Mortgage made in

good faith and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any interest in any Villa shall not affect the Assessment lien. However, the sale or transfer of any Villa pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the lien of such Assessments as to installments and other sums which became due prior to such sale or transfer. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferee, but not as to the Owner of the Villa at the time the Assessments were due. However, no sale or transfer shall relieve the transferee of such Villa from Liability for any installments of Assessments thereafter becoming due or from the lien therefore.

- 7.04 Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through a duly authorized officer or agent, shall have the power to bid on the Villa at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.
- 7.05 Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association but prior to a final judgment of foreclosure thereof (including payment of all delinquent principal, interest, late charges, attorneys' fees and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of lien upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One Hundred Dollars (\$100.00), to cover the cost of preparing and recording such release.
- 7.06 Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law or in equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE 8 RIGHTS OF INSTITUTIONAL MORTGAGEES

- 8.01 General Lender Rights. Upon written request to the Association by an Institutional Mortgagee, or the insurer or guarantor of any Institutional Mortgage encumbering a Villa, such Institutional Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, shall be entitled to prompt written notice of:
- A. any condemnation or casualty loss that affects either a material portion of any Villa encumbered by its Institutional Mortgage;
 - B. any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Villa on which it holds the Institutional Mortgage;
 - C. a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - D. any proposed action which requires the consent of a specified percentage of Institutional Mortgagees.
- 7.02 Financial Statement. Any institutional Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year, pursuant to Section 6.08 hereof.

ARTICLE 9 MAINTENANCE AND REPAIR OBLIGATIONS

- 9.01 Maintenance Obligations of Owners. The Association shall have primary responsibility for all exterior repairs and maintenance. The Association shall provide for maintenance and other services as enunciated in Section 5.02 of this Declaration. All plumbing, electrical and HVAC systems within any Unit shall be maintained by the Owner at the Owner's expense, including components located within party walls.
- 8.02 Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all the Common Properties and all improvements thereon, as well as portions of the Lots, as more fully described in Section 5.02 hereof. The maintenance obligations of the Association shall include all commonly metered utilities, and any and all utility facilities and buildings or other structures situated on the Common Properties. In addition, the Association shall provide all necessary

landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface to the Common Properties. All of the foregoing obligations of the Association shall be discharged when in such manner as the Board shall determine, in its sole judgement, to be appropriate.

ARTICLE 10 USE RESTRICTIONS

10.01 The Property shall be held, used and enjoyed subject to the following limitations and restrictions.

A. General. The Property shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration and Amendments and Supplements hereto. The Association, acting through its Board of Directors, shall have the standing and the power to enforce such standards. The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the Property, in addition to those contained herein, and to impose reasonable user fees for use of the Common Areas. Such regulations and use restrictions shall be binding upon all Members and occupants; until and unless overruled, cancelled or modified in a regular or special meeting of the Association by a majority of the total votes in the Association. Owners shall store personal property within their Dwelling Unit.

B. Accessory Structures. Dog houses, runs or structures of similar kind of nature shall not be permitted on any part of the Villas. Tool sheds are not permitted on any Villa. No garbage cans, supplies, milk bottles, or other articles of this type may be placed in front entrance way, lanai, or patio, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken or hung from any exterior portion of any Villa. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited within garbage containers provided by the City of North Port (stored inside the dwelling unit) and deposited for pickup ONLY in the areas and on the days designated by the Board. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

C. Automobiles, Commercial Vehicles and Boats. Except as provided below, no commercial truck, commercial van, bus, mobile home, motor home, camper, trailer, or similar vehicle may be parked on the Property at any time unless enclosed in a garage and not visible from the outside. No recreational vehicle of any kind shall be parked on the Property over 24 hrs. Prohibited vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or printed on sides, front, or rear of same reference to any commercial undertaking or enterprise. Any vehicle the state registration for which contains a designation of the type of vehicles anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by substantial proof. Pickup trucks, vans and SUV's designed primarily for the routine transportation of people shall be permitted. No vehicles shall be repaired within the Property, except on an emergency basis. No commercial vehicle of any kind shall be permitted to be parked on the Property for a period of more than (4) hours unless vehicles are temporarily present and necessary in the actual construction or repair of improvements or items therein. No vehicle shall be left within the Property for more than (1) one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. No boat, water craft or boat trailer shall be stored on the Property, unless totally enclosed in a garage and not visible from the outside. No vehicles shall be permitted to park on Clubhouse Common Property unless attending a Clubhouse function. No overnight parking is permitted on the Clubhouse Property, except on an emergency basis.

D. Employee/Agents. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

E. Wetlands, Lakes and Water Bodies. All wetlands within the Property shall be left in their natural state and no alteration thereof or construction thereon shall be permitted. All lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, playing, or use of personal flotation devices, shall be permitted. Notwithstanding the above, the Committee may permit fishing by Owners, and their Visitors subject to rules and regulations established by the Committee. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Property.

F. Antennas. Satellite Dishes. No exterior antennas, aerials, satellite dishes over 18" or other apparatus for the reception & or transmission of television, radio, or other signals of any kind may be installed or maintained upon any portion of the Property, including any Villa, without the prior written consent of the Board or its designee. No more than one antenna for each type of service may be installed by an Owner. Antennas must be installed solely on individually owned property, as designated on the recorded deed. Antennas must not encroach upon any common areas, or any other Owner's property. Antennas shall be located in a place shielded from view from outside the community or from other Villas to the maximum extent possible. This section does not permit installation on Common Property. All antennas must be secured so that they do not jeopardize the soundness or safety of any Owner's structure be it their own or any other Owner's structure or the safety of any person at or near antennas, including damage from wind based upon a unique location. Antennas and any visible wiring shall be painted to match the color of the structure to which they are installed. Antennas installed on the ground and visible from the street or from other Villas must be camouflaged by existing landscaping or screening. If no such landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening.

G. Hurricane Season. Each Owner who plans to be absent from his Villa during the hurricane season shall prepare his Villa prior to departure by:

- (1) Removing all furniture, plants and other moveable objects from his front entrance way, lanai, patio or elsewhere on his Villa, where appropriate; and
- (2) Designating a responsible firm or individual to care for his Villa should they suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

H. Exterior Fixtures. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved by the Board in writing in accordance with Article 16 on this Declaration.

I. Garages. No Owner shall cause any garage on his Villa to be enclosed, converted, or otherwise remodeled to allow for residential occupancy.

J. Pets and Animals. Only pets belonging to Owners (or those occupying Villas through the authority of Owners) will be allowed within the Property, subject to the following further restrictions: (1) Only common household pets may be kept in a Villa; (2) No pet shall be permitted outside a Dwelling Unit except on a leash and at all times under the control of its Owner; (3) No other animals, livestock or poultry of any kind shall be kept on any portion of the Property; (4) No pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (5) No pets shall be allowed to constitute a nuisance; (6) Each Owner shall promptly remove and dispose of waste matter deposited by his pet through a sewage receptacle; (7) The Board shall have the right to promulgate Rules further restricting the keeping of pets.

K. Emergency Access. In case of an emergency originating in or threatening any Villa, the Board or any individual authorized by it shall have the immediate right to enter any Villa for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Villa is present at the time of such emergency.

L. Solicitation. There shall be no solicitation by any person anywhere on the Property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

M. Wells and Drainage. The Association hereby reserves for itself the right to install a well for the purpose of irrigation on any portion of the Common Properties provided the appropriate permits have been secured from the Sarasota Health Department. Catch basins and drainage areas are for the natural flow of water only. No one other than the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. The Association hereby reserves for itself a perpetual easement across the Property for the purpose of altering drainage and water flow.

N. Walls and Fencing. Each wall built as a part of the original construction on the Villa which shall serve and separate any two (2) adjoining Villas shall constitute a party wall and, to the extent not inconsistent with this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No other walls or fencing will be permitted on Unit/Lots.

- O. Air Conditioning Units. No window air conditioning units may be installed in any unit.
- P. Artificial Vegetation, Exterior Decoration, and Similar Items. No artificial vegetation or other decorations will be permitted beyond the entryway of each Unit. This area is designated by the building overhang, at the entryway of each Unit. Exterior decorations beyond the building entryway overhang, including, but not limited to, sculptures, fountains, bird baths, and similar items must be approved by the Board in accordance with Article 16 on this Declaration. Grills will be allowed on the back patio areas only. No grilling will be permitted in the garage or front of any Unit.
- Q. Garbage Cans, Storage Containers and Storage Vessels, Etc. Garbage cans, storage containers, storage vessels, mechanical equipment or other similar items shall be located as to be concealed from view of neighboring Villa, streets and property located adjacent to Villa, including the Clubhouse Property. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Property and shall not be allowed to accumulate thereon. Any garbage cans, storage containers, storage vessels, mechanical equipment or similar items shall be subject to the approvals set forth in Article 16 of this Declaration.
- R. Business Use. No trade or business may be conducted in or from any Villa, except that an Owner or occupant residing in a Villa may conduct business activities within the Villa so long as: (a) the existence or operation of the business activity is not apparent or detectable by site, sound or smell from outside the Villa; (b) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residence of the Property; and (c) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "Business" and "trades", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing bases which involves the provision of goods or services to persons other than the providers family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Villa shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to operation of the Clubhouse.
- S. Decks. No decks shall be permitted.
- T. Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
- V. Golf Carts. No gasoline/powered golf carts shall be operated within the Property. All golf carts shall be powered by electricity or by similar non-combustion means. Golf carts shall be stored only in garages serving the Owners Villa. No golf cart shall be placed, parked or stored on the lawn of any Villa.
- W. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or surface waters within the Property shall be installed constructed or operated within the Property by any Person, other than the Association.
- X. Lighting. All Villas must install an approved, direct wired post light with a photo-cell. The Owner will be responsible for maintaining the lighting for his or her Unit and the Association shall have the right to maintain such lighting in the event the Owner fails to do so. Entryway lights, garage soffit & rear patio soffit lights are the only other lights permitted. No other exterior lighting or colored lights will be permitted. Sodium vapor bulbs shall be encouraged.
- Y. Maintenance of Premises. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Villa, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Villa. All lawns, landscaping, sprinkler systems shall be kept in good, safe, clean, neat, attractive condition, and maintained by the Association. The Association will be responsible for maintaining the Common Property that backs up to the lake bank, golf course rough or fairway. The Association shall maintain the front yards to the edge of the roadway asphalt. Owners shall be responsible for all personal plantings at front entryways, lanais, and rear patios. Upon the failure to maintain the premises as aforesaid to the satisfaction of the Association, or Owner's failure to make such correction within fifteen (15) days after the Association gives written notice of same, the Association may enter upon such premises and make such improvements or

corrections as may be necessary, the costs of which shall be paid by the Association or Owner, as the case may be, or the Association may bring an action at law or in equity. Such entry by the Association or its agents shall not be a trespass and by acceptance of a deed for a Villa, such party has expressly given the Association the continuing permission to do so which permission may not be revoked, provided, however, the Association does not have to give written notice in the case of an emergency, in which event, the Association may without any prior notice, directly remedy the problem. If the Owner fails to make payment within fifteen (15) days after request to do so by the Association, Assessment for the payment requested shall be levied and enforced in Accordance with the provisions hereof.

Z. Maintenance Responsibility. The Association must designate a responsible firm or individual to undertake the general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Villa in the manner set forth above. The Owner must designate a responsible firm or individual for safeguarding the Villa to prepare for hurricane or tropical storm, watches and warnings by, among other things, removing any unfixed items from front entryway, lanai, rear patio, and repairing the Villa in the event of any damage therefrom. An Owner may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s), address(s) and phone number(s) of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the reasonable approval of the Association.

aa. Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon lending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property.

bb. Occupants Bound. All provisions and any of the community wide standards of the Declaration, By-Laws, rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, or visitors of any Villa or the Clubhouse. Every Owner shall cause all occupants of his or her Villa to comply with the Declaration, By-Laws, rules and regulations and the community wide standards adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Villa are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, rules and regulations and community wide standards adopted pursuant thereto.

cc. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Villa for emergency purposes, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

dd. Windows, Doors, and Hurricane Shutters. Unfinished aluminum, bright finished, or bright plated metal exterior doors, windows, frames, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electrostatically painted, and be in harmony with the exterior color and texture of the residence.

Front Door screening must meet Committee approval. Screen doors should not detract from or alter the appearance of the entryway. The screen door should be painted to match the color of the door it fronts or, in some situations, painted to match the color of substantial door trim. The use of reflective tinting or mirror finishes on windows is prohibited. Jalousie windows and doors shall not be permitted.

Hurricane Shutters shall not be permitted or affixed (without threat of a storm) to the exterior front of the Villa without prior written approval of the Committee. Any Hurricane Shutters may be installed 48 hrs. in advance of a storm and must be removed within 48 hrs. of the passing of the storm. Any damage incurred by the installation of shutters during a storm event will be paid for by the Villa owner. The Board at its discretion shall take appropriate action according to this Declaration to effect repairs.

- ee. Parking. Vehicles shall be parked only in the garages or in the driveways, serving the Villa. Notwithstanding the above, no more than two (2) vehicles shall be parked in the driveway serving the Villa on a regular basis. For purposes hereof, a car shall be deemed parked on a "regular basis" if parked in such driveway more than seventy-two (72) hours in any (7) seven day period without prior written approval of the Committee. No overnight on-street parking or parking on lawns shall be permitted. Garage doors shall remain closed at all times except during ingress and egress or for such other limited and reasonable periods of time.
- ff. Playground, Play Equipment, Strollers, Etc. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Villa. No such items shall be allowed to remain on the Common Areas or on Units so as to be visible from adjacent property when not in use. Any playground or other play areas or equipment furnished by the Association or erected within the Property by the Association shall be used at the risk of the user, and the Association shall not be held liable to any Person or any claim, damage, or injury occurring thereon or related to use thereof.
- gg. Pools. No above-ground pools shall be erected, constructed or installed on any Unit except that above ground spas and jacuzzi may be permitted as approved by the Committee.
- hh. Utility Lines. No overhead utility lines, including for cable television, shall be permitted within the property.
- ii. Site Distance at Intersections. All property located at street intersections shall be landscaped by the Association so as to permit safe site across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or site problem.
- jj. Signs and Flagpoles. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Property without the written consent of the Architectural Review Committee (ARC), except as may be required by legal proceedings. If permission is granted to an Owner to erect a sign within the Property, the ARC reserves the right to restrict the size, color, lettering, and location of such sign. The ARC shall have the right to erect signs as they, in their discretion, deem appropriate. Real Estate "For Sale" signs shall not exceed the standard letter size of 8 1/2" x 11". Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Property be permitted within the Property. No sign shall be nailed or otherwise attached to trees. A flagpole for display of the American Flag, State of Florida Flag, or various Armed Services Flags on certain enumerated holidays (i.e. Memorial Day, July 4th, Veterans Day) shall be permitted, subject to ARC approval as to design and location. No flagpole shall be used as an antenna.
- kk. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee (ARC) and subject to any applicable zoning regulations. The ARC may permit a division in Ownership of any Unit intended for a single family detached residence as shown on a Plat, but solely for the purpose of increasing the size of the adjacent Units. In the event of a division in ownership of any Unit, the Owners among whom the Unit is divided shall be treated as co-owners of the divided Unit for the purposes of voting and shall be jointly and severally liable for all Assessments against the Unit hereunder. No Unit shall be made subject to any type of timeshare program, ownership interval or similar Program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed time schedule over a period of years.
- ll. Tents, Trailers and Temporary Structures. Except as may be permitted by the appropriate committee under Article 16, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon the Property or upon any Villa.
- mm. Tree Removal. No trees, other than diseased or dead trees and trees needing to be removed to promote the growth of other trees for safety reasons, shall be removed unless approved in Accordance with Article 16 of the Declaration.

ARTICLE 11

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the improvements on Common Properties or Lots shall be handled in the following manner:

- A. In the Event of damage to or destruction of improvements on the Common Properties or Villas, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such improvements on Common Properties or Villas to be repaired and reconstructed substantially as they previously existed.
- B. If the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000.00) or less of being sufficient to effect total restoration to the improvements on the Common Properties or Villas, then the Association shall cause such improvements on the Common Properties or Villas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners and Villas and no consent of Owners shall be required as otherwise would be the case in the event of a Special Assessment over Twenty-Five Thousand Dollars (\$25,000.00).
- C. If the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000) to effect total restoration to the improvements on the Common Properties or Villas, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (1) to rebuild and restore the improvements on the Common Properties or Villas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Villas, or (2) to rebuild and restore in a way which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) to not rebuild. If a decision is made to rebuild in a manner which would result in a change in the improvements such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special meeting of Members. Any proposed changes in the improvements must be submitted to and approved by the City or its appropriate review committee. In the event the decision is made not to rebuild pursuant to subsection (3) above, then all Villa owners will immediately convey all their right, title and interest to their respective Villas to the bank trustee selected by the Board of Directors to be held by such trustee in trust. The recording of each such conveyance to the trustee in the public records of Sarasota County, Florida will have the immediate effect of releasing all liens upon the respective Villas and shall cause their instantaneous transfer to that Villa owner's share of the common surplus to be substantially distributed by trustees as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Villas and which remain after the Association pays its liabilities, and shall effect a public or private sale of the Property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of the title to purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, trustee shall apportion the remaining funds among the units/lots in accordance with their respective values prior to such destruction as determined by three real estate appraisers selected by the Board of Directors. Trustee shall distribute each units/lots share of said funds jointly to the record title owners of each Villa and the record owners of any mortgages or other liens encumbering such Villa at the time of the recording of its conveyance to the trustee by the Villa owner. All mortgages and other liens upon the Villas shall be fully released and discharged as provide herein even though the share of a particular Villa in said funds is insufficient to pay all liens in full, in such event the lien-holders who had jointly against the title to the Villa shall have priority of payment of the Villas share of the common surplus. Nothing herein provided shall in any way relieve the Villa owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Villa at the time of his conveyance to the trustee. Mortgagees and other lien-holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens.
- D. Each Owner shall be liable to the Association for any damage to the Common Properties or Villas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's Family, tenants and guests, both minor and adult. In addition, the Association shall have the right to charge such Owner an individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner. In the case of Co-Owners of a Villa, defined in Section 3.02 of this Declaration, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an individual Assessment against the Villa and may be collected as provided herein for the collection of Assessments.

ARTICLE 12 INSURANCE

- 12.01 Common Elements, Individual Villas and Personal Property of Association. The Association shall obtain and maintain fire and extended coverage insurance for the full insurable replacement value thereof, with a responsible insurance company

upon all of the insurable improvements of the entire property, including all buildings, structures, fixtures and other improvements located on the Common Properties, the respective units/lots and personal property of the Association. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Properties or Villas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The Association shall maintain flood insurance in at least the amount required by institutional first mortgagees. Except as otherwise provided herein, insurance premiums shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association. The original policy of insurance shall be held by the Association, the Villa owners shall be furnished a memorandum or other evidence of insurance coverage, and the institutional first mortgagees shall be furnished mortgage endorsements covering their respective interest. Each Villa owner shall be responsible for insuring his own personal property within the dwelling unit which are not covered by the Association policy unless the Board of Directors determines by resolution that such insurance shall be included in the insurance package purchased by the Association.

- 12.02 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.
- 12.03 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.
- 12.04 Liability and Other Insurance. The Association must obtain insurance policies for the following: (i) errors and omission with limits not less than One Hundred Thousand dollars (\$100,000.00), (ii) general liability with limits not less than One Million (\$1,000,000.00), and (iii) property damage with limits not less than One Hundred Thousand dollars (\$100,000.00). The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverage's, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and the Association and vice versa. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such Directors' and Officers' or errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board, any Officers of the Association and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their offices, membership on the Board or any committee thereof.

ARTICLE 13

SALES, LEASES, CONVEYANCES AND TRANSFERS OF LOTS

- 13.01 Approval. Villas shall not be sold, leased, conveyed or transferred without prior written notice to the Association. Application for the sale, lease or transfer of a Villa must be made to the Association through its Management Company and a transfer application fee as determined by the Board must be paid. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board, from time to time. Any lease shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. Subleases of Villas are prohibited. Villas shall not be leased for a period of less than 30 days and can only be leased Two (2) times during any calendar year. Notwithstanding the lease of an Owner's Villa, all liabilities of the Owner under this Declaration shall continue unabated.

13.02 EXEMPT SALES, LEASES, CONVEYANCES AND TRANSFERS. Each of the following transactions shall be exempt from the provisions of this Article 13.

- A. A sale lease, rental conveyance between joint tenants in common, tenants in common, tenants by the entireties, or members of an immediate family where the grantee is granted a remainder interest in the Villa and is not intended to take immediate possession of the Villa.
- B. Any sale, lease, rental, conveyance or other transfer by which a person, entity or Institutional Mortgagee acquires title to a Villa at a foreclosure sale or by deed in lieu of foreclosure; and
- C. Any sale, lease, rental conveyance or other transfer by an institutional Mortgagee.

D

ARTICLE 14

GENERAL PROVISIONS

14.01 Enforcement. This Declaration, including the Articles, By-Laws and Rules, may be enforced by any Institutional Mortgagee, Owner, or the Association, and shall be subject to the following;

- A. Breach of any of the covenants contained in this Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Association or any Institutional Mortgagee or Owner. Any judgement rendered in any action or proceeding to enforce this Declaration or the By-Laws shall include a sum for attorney's fees, in such an amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and the court costs.
- B. The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by the Association or any Institutional Mortgagee or Owner.
- C. The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- D. The failure of the Association or any Institutional Mortgagee or Owner to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of right to enforce any other covenants or the same covenant(s) thereafter.

13.02 Severability. Invalidation of any of these covenants or restrictions or any part thereof by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

14.03 Term. Subject to the amendment provisions of Section 14.05 hereof, this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, and their respective successors and assigns, for the term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by seventy-five percent (75%) of the Members and seventy-five (75%) of the Institutional Mortgagees has been recorded terminating this Declaration. No prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof.

Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for the County, which Trustees shall sell the Common Properties free and clear of the provisions hereof, upon terms established by the Trustee and approved by the Court. The proceeds of such sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the sale, operation, maintenance, repair and upkeep of the Common Properties, including a Trustee's fee approved by the Court. The excess of proceeds if any, shall be distributed among the Owners equally. Only those easements which state that they shall survive termination hereof shall so survive unless otherwise required under Florida law.

14.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities and Common Properties. The article and section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. This Declaration shall be read as cumulative to and not in limitation of the Master Covenants. The Board shall be the ultimate interpreter of this Declaration and an opinion of counsel that any such interpretation is not unreasonable shall establish the validity of any such interpretation.

13.05 Amendments. This Declaration may only be amended (1) by the affirmative vote (at any duly called annual or special meeting of Members at which a quorum has been obtained) of Members holding not less than seventy-five percent (75%) of the votes present.

In the event any amendment is sought by the Board of Directors, notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the Amendment, the date of the meeting of the Members at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Members, the number of votes present, in person or by proxy at the meeting, the total number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records of the County.

13.06 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

14.07 Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Villa or other portion of the Property shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such Person acquired an interest in such Villa or other Property.

14.08. Notices. Any notice permitted or required to be delivered as provided herein shall (unless otherwise expressly set forth herein) be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address for such Person contained in the records of the Association. Such address may be changed from time to time by notice in writing to the Association.

14.09. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY Developer, IT'S AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROJECT, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, OR IN CONNECTION WITH ANY SERVICES PERFORMED OR CONTRACTED FOR PURSUANT TO ARTICLE 5 HEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY Developer TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BY LAW.

14.10 Information. The Association shall make available for inspection to Owners and Institutional Mortgagees upon request during normal business hours, current copies of this Declaration, the Articles, By-Laws, or any Rules concerning the Property, together with the books, records, and financial statements of the Association.

14.11 Cable Television Rights of Association. The Association shall have the right to grant exclusive or non-exclusive rights and easements over any portion of the Property to any one or more providers of cable television service. No such action shall be deemed a breach of fiduciary duty of the Association or any member of the Board. Each provider of cable television must be properly franchised prior to any grant or easement in its favor.

- 14.12 Priority of Documents. The Master Covenants shall, in cases of conflict with the terms of this Declaration, be deemed prior and superior to this Declaration. In those instances of irreconcilable conflict among or between the Declaration and the Articles, By-Laws, or Rules (and in the absence of any express language indicating which document controls the particular subject matter), this Declaration shall be paramount, the Articles are next paramount, the By-Laws next paramount, and the Rules most subordinate.

ARTICLE 15
PARTY WALL AGREEMENT

- 14.01. Party Wall Agreement. Prior to the conveyance of the above described lots, Developer shall build or cause to be built units which will have a common wall with the unit of one adjacent lot. These common walls, or party walls, shall be built upon the property line separating the respective lots. These common walls shall be known as party walls and shall be subject to this agreement, which agreement shall be binding upon all subsequent owners of lots in "BOBCAT VILLAS" and shall be a covenant running with the land.
- 14.02. Maintenance. Association shall at all times be responsible for the maintenance, repair and rebuilding of such party walls.
- 15.03 Easement. Reciprocal easements are hereby granted and reserved on each Villa for the party wall and within said party wall for the maintenance of any water line, sewer line, electrical conduit, wires, TV cables or other utilities or similar apparatus and for the support, maintenance and repair of the roof. Nothing shall be attached to or within said wall which may interfere with the rights of the adjacent owner in and to said wall for the purpose of support of the adjacent structure and the continued tight enclosure thereof. In the event it should be determined that such party wall has been constructed in a location other than directly on the platted Villa line, then the owner of the adjacent Villa shall deemed to have granted easement and license to the other Villa owner for the continued use of such party wall and the use and occupation of any lands between the Villa line and said party wall, if any, as though said party wall were erected directly on the Villa line.
- 14.04 Damage or Destruction. In the Event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of one of the owners of the party wall, then the Association at their expense shall repair and rebuild said party wall. If such maintenance, repair or construction is required to be done solely because of the negligence or willful misconduct of the owner (s) using the party wall the Association shall be entitled to utilize any and all insurance proceeds to correct same, and all rights to insurance proceeds are subrogated for such purpose pursuant to Section 12.03 herein; if the insurance proceeds are not sufficient, then any expense incidental to the maintenance, repair or construction shall be borne solely by such wrongdoer, and the Association shall be entitled to a lien upon the wrongdoer's lot and dwelling for the cost of maintenance, repair or construction.

ARTICLE 16
ARCHITECTURAL CONTROL

- 15.01 Members of Committee. The Architectural Review Committee ("Committee"), shall consist solely of the five(5) members of the Board of Directors, acting as an Architectural Review Committee.
- 16.02 Review of Proposed Construction. No structure of any kind, including, but not limited to, a fence, wall or other addition, improvement, or equipment (including landscaping, antennas, awnings, flagpoles, garbage containers, oil; and gas tanks, air conditioners, solar collectors and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to, and approved in writing by the Board. The Board shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any Structure or other improvement affected thereby will be in harmony with surrounding Structures and improvements and is otherwise desirable. The Board may condition its approval of proposals and plans and specifications as it deemed appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of any required plans and specifications, the Board may postpone review of any plans

submitted for approval. The Board shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. Any approval of additional landscaping by the Board may be made on condition that such landscaping be maintained by and at the sole cost of the Owner of the Affecting Dwelling Unit. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Dwelling Unit shall be further conditioned on compliance with City ordinances and the obtaining of applicable governmental approvals, if any.

15.03 No Waiver of Future Approvals. The approval of the Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

15.04 Compensation for Members. The members of the Board shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

16.05 Liability of the Board for Architectural Decisions. No member of the Board shall be liable to any Owner or other person by reason of a mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold Board members harmless from any cost, claim, damage, expense or liability whatsoever, including attorney's fees and costs at all tribunal levels, arising out of the approval of any plans REGARDLESS OF THE NEGLIGENCE OF THE BOARD, THEIR REPRESENTATIVES, OR APPOINTING ENTITY.

15.06 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- A. Upon the completion of any work for which approval plans are required under this Article 15, the applicant for such approval ("Applicant") shall give written notice of completion to the Board.
- B. Within sixty (60) days thereafter, the Board or its duly authorized representative may inspect such completed work. If the Board finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.
- C. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement thereof being hereby created), and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board may levy an individual Assessment against such Applicant for reimbursement.
- D. If for any reason the Board fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in Accordance with the approved plans.

15.08 Guidelines to be Employed by Committee.

- A. The Architectural Control Guidelines for Bobcat Trail shall be enforced by the committee where not in conflict with this declaration.
- B. Improvements/Design Elements
 1. At locations where walls are required, (i.e. party walls) the walls should be designed as an extension of the building with similar details and materials. Walls used for screening should be designed as an integral part of the overall design of the villas.

2. No fences will be approved for the Villas.
3. Materials to be used by the Association on Common Property for walls in the landscape areas should be consistent with those used in the construction of the Villas.
4. No Chain link fences will be approved for the Villas.
5. Gates should match walls in design, material, height and color.
6. All units will have an automatic sprinkler system installed that will cover the entire lot and landscape area.
7. All grass lawns shall be only St. Augustine grass (Floritam, Bitter Blue, or Seville). No gravel or rock shall be substituted as ground cover, mulch or lawn. Sodded areas must extend to the lake's edge or golf course border when the lot is adjacent to a lake or golf course, respectively.

B. Sheds and Outbuildings, Service and Storage Areas

1. No outbuildings or storage areas are permitted on any Villa.
2. No exposed metal-sided or concrete block structures are allowed.
3. No garden structures will be permitted on any Villa.

C. Utilities

1. Window air conditioning units are prohibited.
2. Heat Pumps, compressors and other utilities must be screened with plant material within the Villas.
4. Clotheslines of any kind are prohibited.
4. Satellite dishes may not exceed eighteen inches (18"). Satellite dishes eighteen inches (18") or less in size must be approved by the Committee as to style, color and location.

D. Pet Facilities

1. Pet facilities and fences are not permitted on any Villa or Common Properties.
2. Any areas used for pets must be maintained and kept clean and free of offensive odors and debris.

E. Sports/Recreation Facilities and Equipment

1. The Board at its discretion may elect to erect recreational equipment on Common Property for the enjoyment of the Association Members. The equipment must be stored when not in use for extended periods of time. The erection of recreational equipment of any kind on Villas is prohibited.
2. Basketball and associated equipment will not be permitted within the Villas.
3. All children's play equipment on individual Villas, such as tree forts, swing sets and climbing structures shall not be permitted within the Villas.

SUPPLEMENTAL PROPERTIES

- 17.01 Easements and Amenities. With the additional phases developed and additional properties added hereto as outlined above, each Owner shall be subject to and benefit from cross-easements over all phases as shown on Exhibit "B" hereto. Also, all Owners shall be entitled to the use, enjoyment and benefit of the clubhouse facilities, all amenities of the Bobcat Villa Property, and all other common areas and benefits.
- 17.02 Voting. Know that all one-hundred ten (110) Villas have been Developed, all Owners will receive one vote per Villa on all Association matters.

IN WITNESS WHEREOF, the Association has caused this Amended Declaration to be executed and sealed as of the date first written above.

Witnesses:

Michael J. Santoro
 Print Name: MICHAEL J. SANTORO

Bobcat Villas Homeowners Association, Inc.:
a Florida Corporation not-for-profit

By: Eileen M. Suhaka
 EILEEN M. SUHAKA, -PRESIDENT

Richard A. Hill
 Print Name: Richard A Hill

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of March, 2006, by Eileen M. Suhaka, as President of BOBCAT VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the corporation. He (She) is personally known to me or has produced FDI as identification.

Cheryl Ferrence

Notary Public
State of Florida at Large



Commencing at the Southeast corner of said Section 25, said point being a 2 1/2" Iron pipe; Thence N. 89 degrees, 31 minutes, 55 seconds West along the Southerly line of said section 25. 716.91 feet to the Easterly right of way line of Toledo Blade boulevard, as shown on the plat of the Fifty-Fourth addition to Port Charlotte Subdivision, a subdivision according to the plat thereof, as recorded in plat book 21, pages 21, 21-A through 21-P of the public records of Sarasota County, Florida said plat, said point also being on a circular curve concave Northwesterly, having a radius of 5100.00 feet and a chord that bears N. 11 degrees, 06 minutes, 04 seconds E., 1934.51; Thence Northeasterly, along the arc of said curve to the left, through a central angle of 21 degrees, 51 minutes, 56 seconds, a distance of 1946.30 feet to the point of tangency; Thence N. 00 degrees, 10 minutes, 06 seconds E., 740.75 feet to the point of beginning.

Thence continue N. 00 degrees, 10 minutes, 06 seconds, E., along said Easterly right of way line, 361.95 feet; Thence N. 78 degrees, 22 minutes, 13 seconds E., 188.06 feet; Thence N. 45 degrees, 30 minutes, 34 seconds E., 97.70 feet to a point on a circular curve concave Northeasterly, having a radius of 75.00 feet and a chord that bears N. 18 degrees, 01 minutes, 17 seconds, W., 66.86 feet; Thence Northwesterly, along the arc of said curve to the right, through a central angle of 52 degrees, 56 minutes, 17 seconds, a distance of 69.30 feet to the point of reverse curvature of a circular curve concave Northwesterly, having a radius of 2000.00 feet and a chord that bears N. 00 degrees, 44 minutes, 05 seconds, E., 536.82 feet; Thence Northeasterly, along the arc of said curve to the left through a central angle of 15 degrees, 25 minutes, 32 seconds, a distance of 538.45 feet to the point of reverse curvature of a circular curve concave Southeasterly, having a radius of 110.00 feet and a chord that bears N. 48 degrees, 53 minutes, 27 seconds E., 182.11 feet; Thence Northeasterly, along the arc of said curve to the right, through a central angle of 111 degrees, 44 minutes, 15 seconds, a distance of 214.62 feet to the point of reverse curvature of a circular curve concave Northeasterly, having a radius of 1500.00 feet and a chord that bears S. 82 degrees, 06 minutes, 45 seconds E., 358.95 feet; Thence Southeasterly, along the arc of said curve to the left through a central angle of 13 degrees, 44 minutes, 38 seconds, a distance of 359.81 feet to the point of reverse curvature of a circular curve concave Southwesterly, having a radius of 75.00 feet and a chord that bears S. 28 degrees, 34 minutes, 58 seconds E., 130.43 feet; Thence Southeasterly, along the arc of said curve to the right, through a central angle of 120 degrees, 48 minutes, 10 seconds, a distance of 158.13 feet to the point of tangency; Thence S. 31 degrees, 49 minutes, 06 seconds W., 239.45 feet to the point of curvature of a circular curve concave Southeasterly, having a radius of 950.00 feet and a chord that bears S. 26 degrees, 50 minutes, 32 seconds E. 164.81 feet; Thence Southwesterly, along the arc of said curve to the left, through a

central angle of 09 degrees, 57 minutes, 08 seconds, a distance of 165.02 feet; Thence S. 68 degrees, 08 minutes, 02 seconds, E., 129.91 feet; Thence N. 73 degrees, 48 minutes, 57 seconds E., 86.29 feet; Thence S. 59 degrees, 38 minutes, 09 seconds E., 179.44 feet; Thence S. 44 degrees, 00 minutes, 58 seconds W., 143.06 feet; Thence S. 1 degrees, 50 minutes, 28 seconds W., 168.46 feet to the Northerly right of way of Villa Road (60 foot wide right of way) as Shown on the plat of Bobcat Trall as recorded in plat book 39, Pages 21, 21-A through 21-N of the Public Records of Sarasota County, Florida; Thence N. 70 degrees 13 minutes, 24 seconds W., along said Northerly right of way line, 35.94 feet; Thence S. 19 degrees, 46 minutes, 36 seconds W., 60.00 feet; Thence S. 70 degrees, 13 minutes, 24 seconds E., 59.90 feet; Thence S. 36 degrees, 42 minutes, 18 seconds W., 115.75 feet; Thence S. 81 degrees, 32 minutes, 26 seconds W., 323.62 feet; Thence S. 77 degrees, 28 minutes, 19 seconds W., 423.13 feet to the Easterly right of way line of said Toledo Blade Boulevard and the point of beginning, containing 14.7638 acres more or less.

STATE OF FLORIDA, COUNTY OF SARASOTA

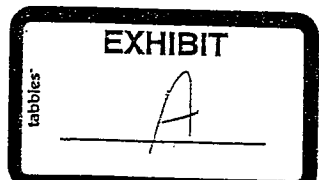
I hereby certify that the foregoing is a true and correct copy of the instrument filed and recorded in this office.

Witness my hand and official seal this 3 day of

APR 3 1998, 19
Karen E. Rushing, Clerk of Circuit Court

By: [Signature] Deputy Clerk

RECORDED IN OFFICIAL RECORDS
98 APR -3 AM 11:19
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL



BOBCAT VILLAS

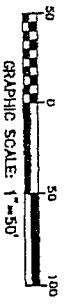
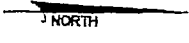
PLAT BOOK 39 PG 41A

A SUBDIVISION lying in Section 25, Township 39 South,
Range 21 East and Section 30, Township 39 South, Range 22 East
City of North Port, Sarasota County, Florida

MORTGAGEE'S CONSENT TO PLATING AND DEDICATION:
PENINSULA BANK, holder of mortgage dated _____ and recorded
in Official Record Book _____ at Page(s) _____ of the
Public Records of Sarasota County, does hereby ratify, approve, confirm
and consent to this plat and the dedication certificate hereon.
IN WITNESS WHEREOF, the undersigned Corporation has caused
these presents to be executed by its _____ and attested by
its _____ this _____ day of _____, 1998.

ATTEST: *Richard A. Biddle* BY: *[Signature]*
STATE OF *FLORIDA* COUNTY OF *Sarasota*
Richard A. Biddle
Notary Public

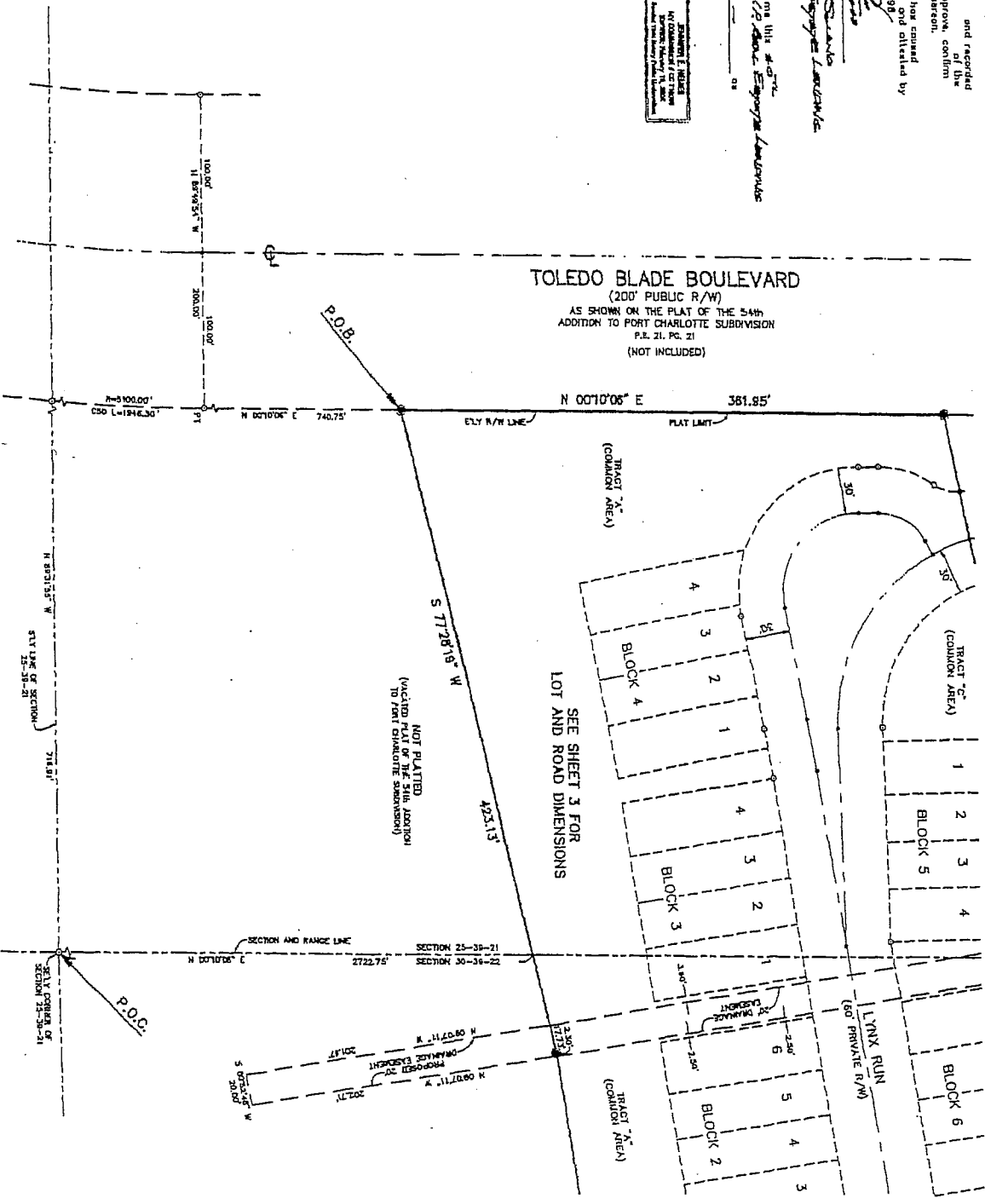
The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by *Richard A. Biddle*, Secretary of the Corporation of *Peninsula Bank*, on behalf of the Corporation and *Annellen E. Murrell*, its President, in presence of _____ as witnesses, and who did (did not) take of oath.
Notary Public
Annellen E. Murrell
by Commission Expires: *2/19/02*



CHIRVE TABLE

GENERAL PURPOSE	1/8" = 10'
CONCRETE	1/4" = 10'
WOOD	1/8" = 10'
IRON	1/16" = 10'
STEEL	1/32" = 10'
ALUMINUM	1/64" = 10'
COPPER	1/128" = 10'
ZINC	1/256" = 10'
LEAD	1/512" = 10'
SILVER	1/1024" = 10'
GOLD	1/2048" = 10'

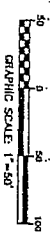
THIS INSTRUMENT WAS PREPARED BY:



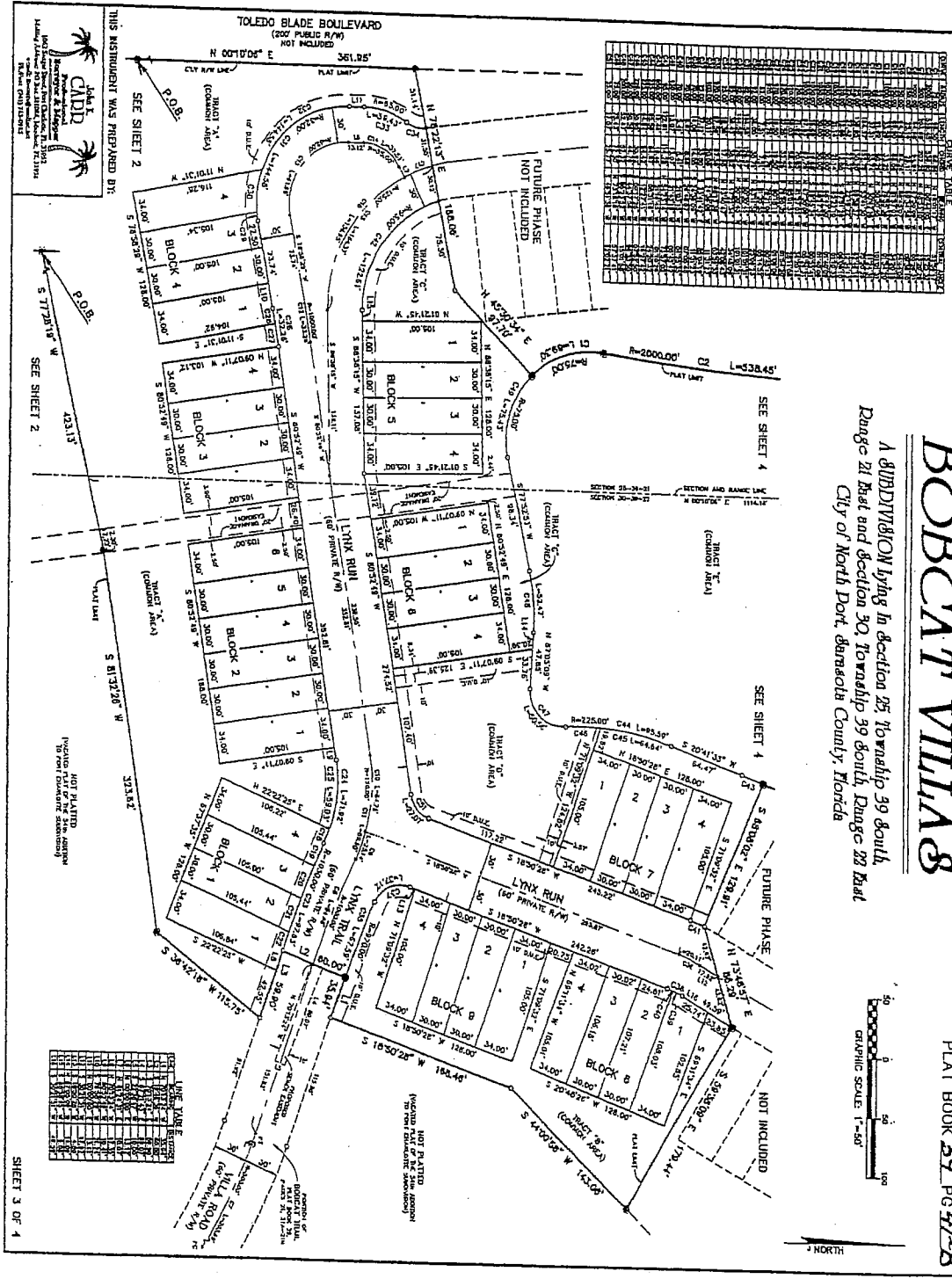
BOBCAT VILLAS

A SUBDIVISION lying in Section 25 Township 39 South
Range 21 East and Section 30 Township 39 South, Range 22 East
City of North Fort, Duval County, Florida

PLAT BOOK 39 PG 41-23



NORTH



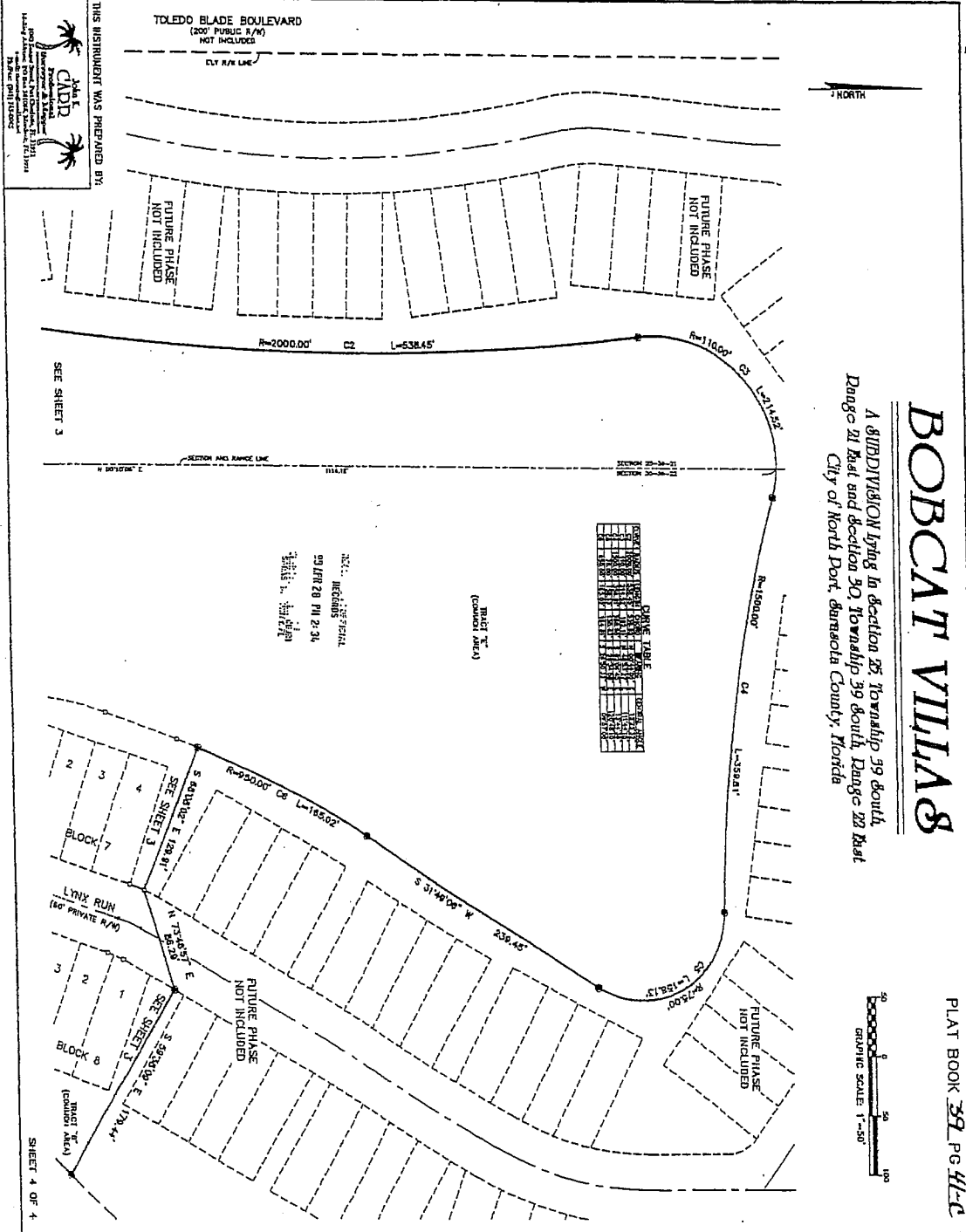
THIS INSTRUMENT WAS PREPARED BY:
CHAD
Surveyors & Engineers
1404 North West 13th Avenue, Ft. Lauderdale, FL 33304
Phone: 754-563-8200
Fax: 754-563-8201
www.chad.com

SHEET 3 OF 4

BOBCAT VILLAS

A SUBDIVISION lying in Section 25, Township 39 South,
Range 21 East and Section 30, Township 39 South, Range 22 East
City of North Port, Sarasota County, Florida

PLAT BOOK 39 PG 41-C



THIS INSTRUMENT WAS PREPARED BY:
DAVID
Professional Engineer
1000 2nd Avenue, North, Suite 100, North Port, FL 34131
10/00/2009

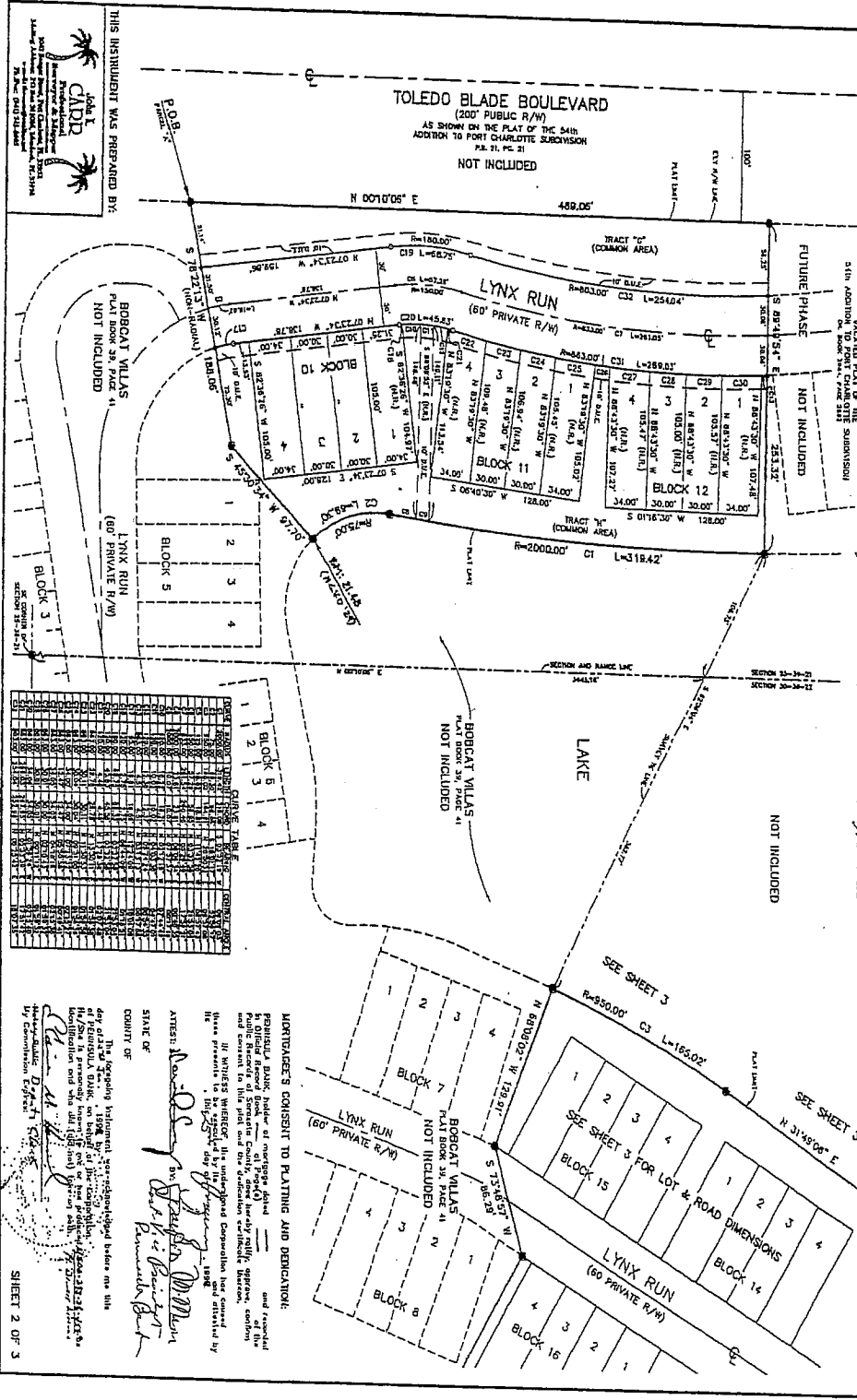
NOTICE:
REGARDING
SECTION 218, P.L. 20-24,
CHAPTER 122, S.F.S.
AS APPLICABLE

SHEET 4 OF 4

BOBCAT VILLAS, PHASE 2

A SUBDIVISION lying in Section 25, Township 39 South, Range 21 East and Section 30, Township 39 South, Range 22 East, City of North Port, Sarasota County, Florida

PLAT BOOK 40, PG. 20A



THIS INSTRUMENT WAS PREPARED BY:
DAVE CARD
 Surveyor & Engineer
 1500 North Pine Street, Suite 100
 North Port, Florida 34108
 P.L. No. 0410123800

MORTGAGEE'S CONSENT TO PLATING AND DEDICATION:
 I, the undersigned, holder of mortgage filed in Official Record Book _____ and number _____ of _____ County, Florida, do hereby certify that the mortgagee of the above described property, _____ of the County of _____, State of _____, is presently known to me and has given its consent to the recording of this instrument and the dedication of the property to the public use of the City of North Port, Florida, and that the mortgagee has been advised of the contents of this instrument and the effect of the recording of this instrument and the dedication of the property to the public use of the City of North Port, Florida, and that the mortgagee has consented to the recording of this instrument and the dedication of the property to the public use of the City of North Port, Florida, and that the mortgagee has consented to the recording of this instrument and the dedication of the property to the public use of the City of North Port, Florida.

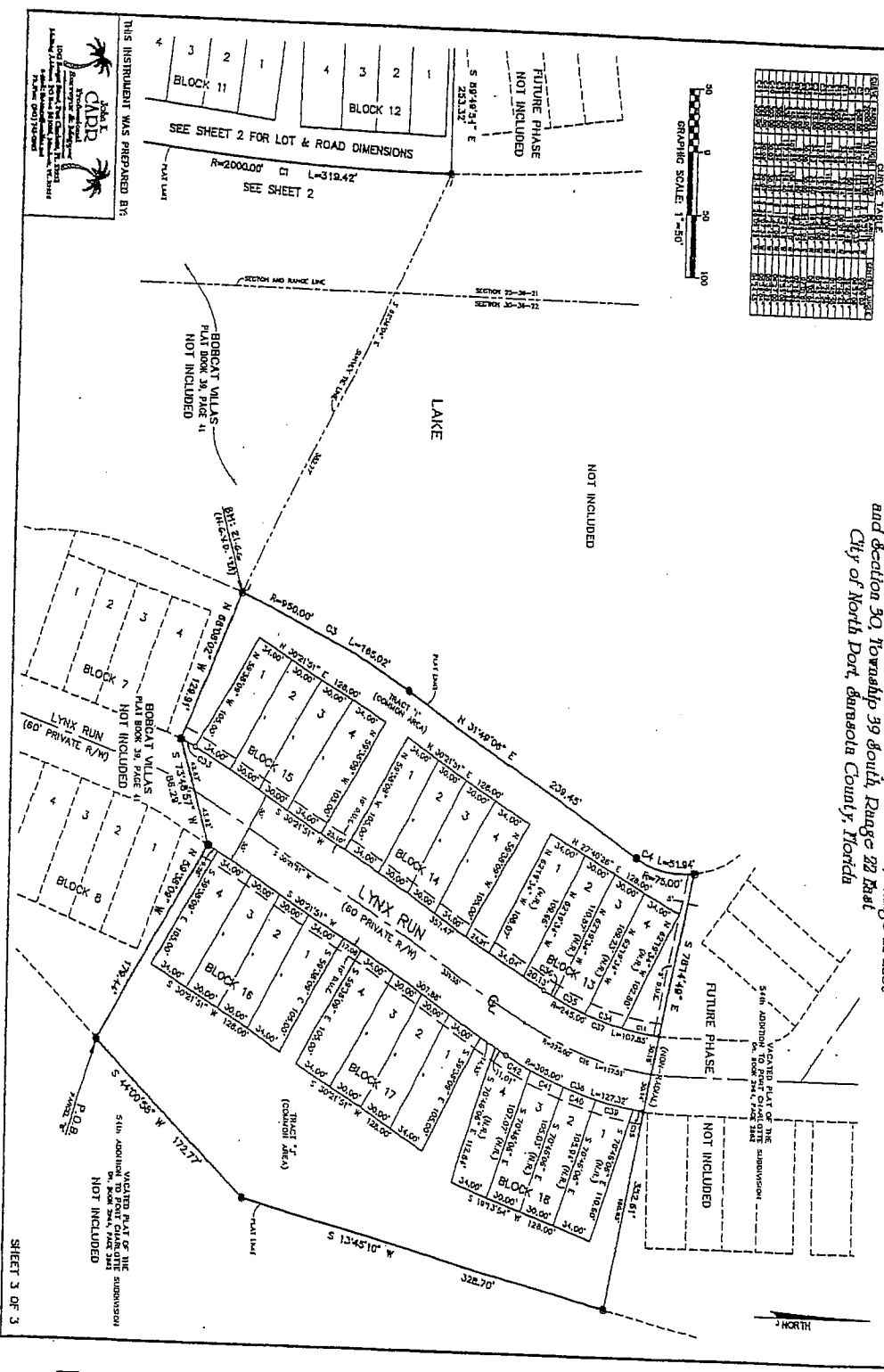
ATTEST: _____
 Notary Public in and for the State of Florida
 My Commission Expires _____

SHEET 2 OF 3

BOBCAT VILLAS, PHASE 2

A SUBDIVISION lying in Section 25, Township 39 South, Range 21 East and Section 30, Township 39 South, Range 22 East, City of North Port, Sarasota County, Florida

PLAT BOOK 40, PG 20B



THIS INSTRUMENT WAS PREPARED BY:
LAND CADRE
 10000 N. US HWY 90, SUITE 100
 TAMPA, FLORIDA 33618
 TEL: (813) 973-1111
 FAX: (813) 973-1112

SHEET 3 OF 3

BOBCAT VILLAS, PHASE 3

PLAT BOOK 41 PG 50

A SUBDIVISION lying in Section 25 Township 39 South, Range 21 East and Section 30, Township 39 South, Range 22 East, City of North Port, Sarasota County, Florida

SEE SHEET 2 FOR WRITTEN DESCRIPTION OF LANDS PLATTED

NOTICE
THIS PLAT, AS REQUIRED IN ITS DECLARATORY PART, IS THE OFFICIAL DECLARATION OF THE SUBDIVIDER UNDER THE PROVISIONS OF CHAPTER 320, F.S., AND IS A PUBLIC DOCUMENT TO BE FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF SARASOTA, FLORIDA, IN ACCORDANCE WITH SECTION 177, F.S. THE CITY OF NORTH PORT, FLORIDA, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT CONFORMS WITH THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF DEDICATION

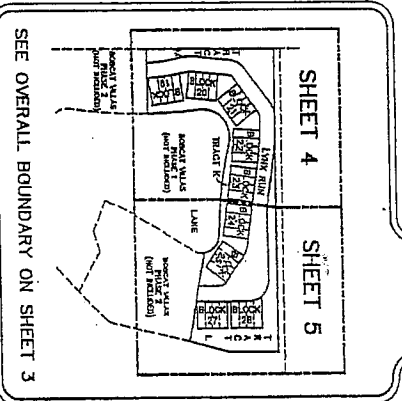
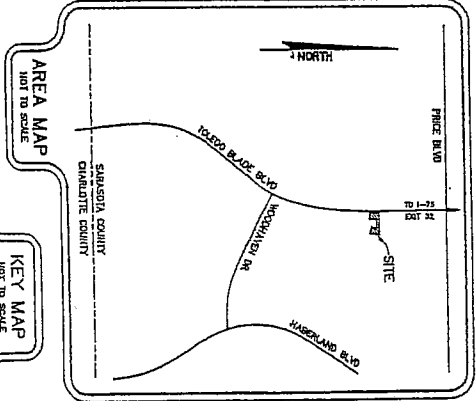
STATE OF FLORIDA)
COUNTY OF SARASOTA) SS
I, **KEVIN ROBERT MCKEY**, a Florida Corporation, by its duly elected officers, acting by and through its authorized representatives, do hereby certify that the property described herein and does hereby dedicate and set apart as of this certain date, **North Port, Florida**, a street right-of-way, drainage and utility easements, and other easements, for the use and benefit of the public, and that the same are intended to be used as a public highway for the purpose of drainage and utility. Utility easements provided as part of this plat shall also be easements for the use and benefit of the public, and shall be used in accordance with the building and services of an electric, gas, water, sewer, and other utility, and shall be used in accordance with the building and services of a public utility. It shall be solely responsible for the design, construction, and maintenance of the utility easements provided for in this plat. This section shall not apply to those easements which are provided for in a subdivision and operation and comply with the National Electric Safety Code as adopted by the Florida Public Service Commission, or to those easements which are provided for in a subdivision and operation and comply with the National Fire Protection Association Code as adopted by the Florida Public Service Commission. This section shall not apply to those easements which are provided for in a subdivision and operation and comply with the National Fire Protection Association Code as adopted by the Florida Public Service Commission.

day of **March**, 2000, before me, the undersigned, a Notary Public in and for the State of Florida, and my witnesses, **Kevin Robert Mckey**, the duly authorized representative of the above-named corporation, personally appeared **Kevin Robert Mckey**, known to me to be the person whose name is subscribed to the foregoing instrument, and who appeared before me as the duly authorized representative of the above-named corporation, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed.

STATE OF FLORIDA)
COUNTY OF SARASOTA)
I, **Sharon Ambush**, Notary Public, do hereby certify that on this **25th** day of **March**, 2000, before me, the undersigned, a Notary Public in and for the State of Florida, and my witnesses, **Kevin Robert Mckey**, the duly authorized representative of the above-named corporation, personally appeared **Kevin Robert Mckey**, known to me to be the person whose name is subscribed to the foregoing instrument, and who appeared before me as the duly authorized representative of the above-named corporation, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed.

APPROVAL OF CITY ATTORNEY
I, the undersigned, hereby certify that I have examined and approved the plat for recording this **25th** day of **March**, 2000, at **North Port, Florida**, and I am duly qualified to do so.

THIS INSTRUMENT WAS PREPARED BY:
CADD
CADD
1400 14th Street, Suite 100
North Port, Florida 34108
Phone: (813) 948-7700 Fax: (813) 948-7701



CERTIFICATE OF APPROVAL OF CITY SAVORER & MAPPER
I, **Kevin Robert Mckey**, have examined this plat and by my signature, I hereby certify that I have established the existence of the City of North Port and Chapter 177, Part I, Florida Statutes.

CERTIFICATE OF APPROVAL OF CITY ENGINEER
I, **Kevin Robert Mckey**, hereby certify that I have prepared this plat and my attached conditions with the current subdivision ordinance of the City of North Port and Chapter 177, Part I, Florida Statutes.

APPROVAL OF THE CITY OF NORTH PORT PLANNING AND ZONING ADVISORY BOARD
I, **Kevin Robert Mckey**, hereby certify that this plat has been officially approved for record this **25th** day of **March**, 2000, at **North Port, Florida**.

CERTIFICATE OF APPROVAL OF THE CITY COMMISSION
STATE OF FLORIDA)
COUNTY OF SARASOTA) SS
I, **Kevin Robert Mckey**, hereby certify that this plat has been officially approved for record this **25th** day of **March**, 2000, at **North Port, Florida**.

CERTIFICATE OF APPROVAL OF COUNTY CLERK
STATE OF FLORIDA)
COUNTY OF SARASOTA) SS
I, **Kevin Robert Mckey**, hereby certify that this plat has been officially approved for record this **25th** day of **March**, 2000, at **North Port, Florida**.

CERTIFICATE OF SAVORER
I, **Kevin Robert Mckey**, hereby certify that I have prepared this plat and my attached conditions with the current subdivision ordinance of the City of North Port and Chapter 177, Part I, Florida Statutes.

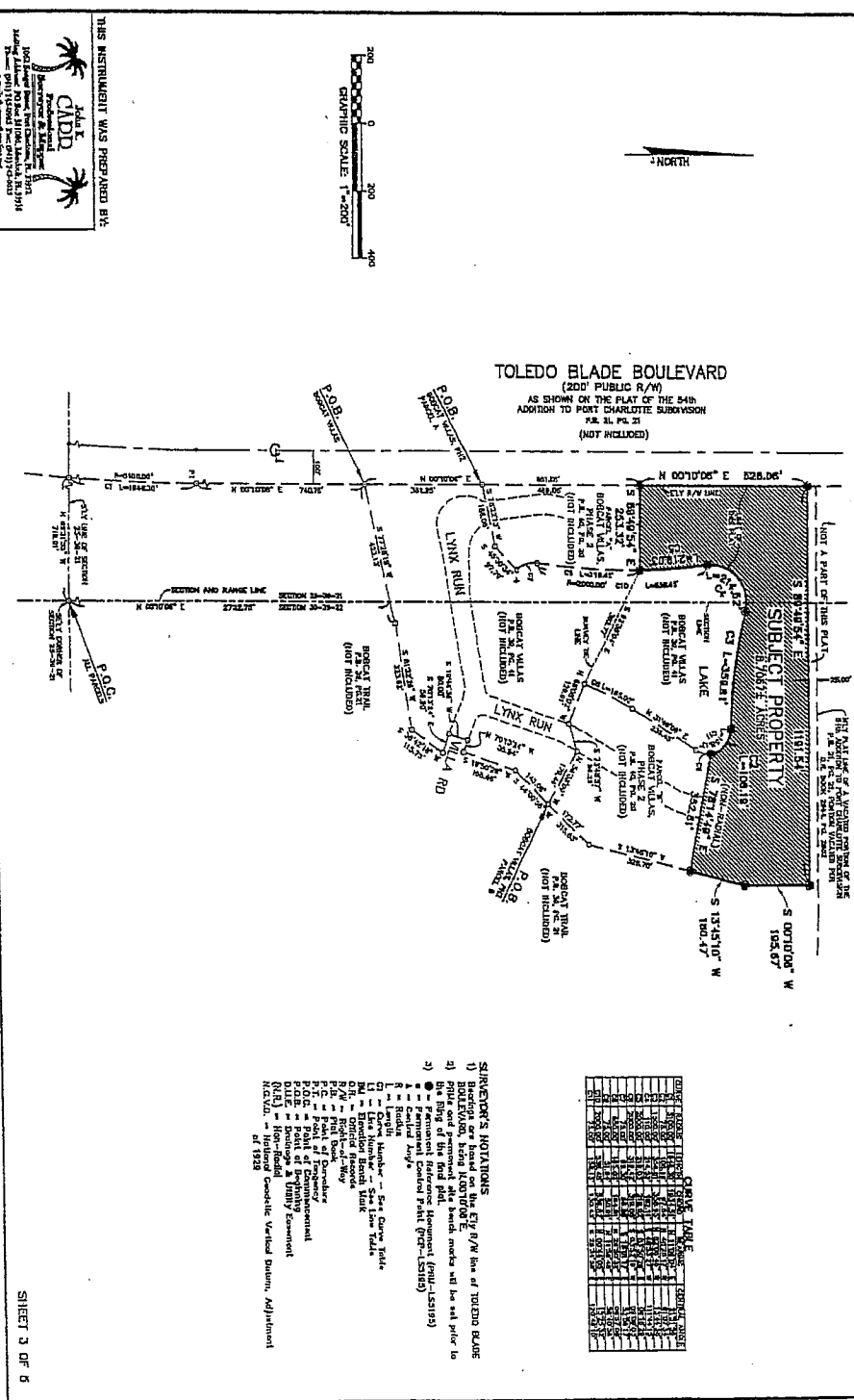
By: **Kevin Robert Mckey**, Notary Public
Date: **11/1/2000**
1400 14th Street, Suite 100
North Port, Florida 34108
Phone: (813) 948-7700 Fax: (813) 948-7701

BOBCAT VILLAS, PHASE 3

PLAT BOOK 41 Pg 50B

A SUBDIVISION lying in Section 25, Township 39 South, Range 21 East and Section 30, Township 39 South, Range 22 East, City of North Port, Sarasota County, Florida

SEE SHEET 2 FOR WRITTEN DESCRIPTION OF LANDS PLATTED



BEARING TABLE

LINE	BEARING	DISTANCE
1	N 00° 00' 00" E	100.00
2	S 89° 59' 59" W	100.00
3	N 00° 00' 00" E	100.00
4	S 89° 59' 59" W	100.00
5	N 00° 00' 00" E	100.00
6	S 89° 59' 59" W	100.00
7	N 00° 00' 00" E	100.00
8	S 89° 59' 59" W	100.00
9	N 00° 00' 00" E	100.00
10	S 89° 59' 59" W	100.00
11	N 00° 00' 00" E	100.00
12	S 89° 59' 59" W	100.00
13	N 00° 00' 00" E	100.00
14	S 89° 59' 59" W	100.00
15	N 00° 00' 00" E	100.00
16	S 89° 59' 59" W	100.00
17	N 00° 00' 00" E	100.00
18	S 89° 59' 59" W	100.00
19	N 00° 00' 00" E	100.00
20	S 89° 59' 59" W	100.00
21	N 00° 00' 00" E	100.00
22	S 89° 59' 59" W	100.00
23	N 00° 00' 00" E	100.00
24	S 89° 59' 59" W	100.00
25	N 00° 00' 00" E	100.00
26	S 89° 59' 59" W	100.00
27	N 00° 00' 00" E	100.00
28	S 89° 59' 59" W	100.00
29	N 00° 00' 00" E	100.00
30	S 89° 59' 59" W	100.00
31	N 00° 00' 00" E	100.00
32	S 89° 59' 59" W	100.00
33	N 00° 00' 00" E	100.00
34	S 89° 59' 59" W	100.00
35	N 00° 00' 00" E	100.00
36	S 89° 59' 59" W	100.00
37	N 00° 00' 00" E	100.00
38	S 89° 59' 59" W	100.00
39	N 00° 00' 00" E	100.00
40	S 89° 59' 59" W	100.00
41	N 00° 00' 00" E	100.00
42	S 89° 59' 59" W	100.00
43	N 00° 00' 00" E	100.00
44	S 89° 59' 59" W	100.00
45	N 00° 00' 00" E	100.00
46	S 89° 59' 59" W	100.00
47	N 00° 00' 00" E	100.00
48	S 89° 59' 59" W	100.00
49	N 00° 00' 00" E	100.00
50	S 89° 59' 59" W	100.00
51	N 00° 00' 00" E	100.00
52	S 89° 59' 59" W	100.00
53	N 00° 00' 00" E	100.00
54	S 89° 59' 59" W	100.00
55	N 00° 00' 00" E	100.00
56	S 89° 59' 59" W	100.00
57	N 00° 00' 00" E	100.00
58	S 89° 59' 59" W	100.00
59	N 00° 00' 00" E	100.00
60	S 89° 59' 59" W	100.00
61	N 00° 00' 00" E	100.00
62	S 89° 59' 59" W	100.00
63	N 00° 00' 00" E	100.00
64	S 89° 59' 59" W	100.00
65	N 00° 00' 00" E	100.00
66	S 89° 59' 59" W	100.00
67	N 00° 00' 00" E	100.00
68	S 89° 59' 59" W	100.00
69	N 00° 00' 00" E	100.00
70	S 89° 59' 59" W	100.00
71	N 00° 00' 00" E	100.00
72	S 89° 59' 59" W	100.00
73	N 00° 00' 00" E	100.00
74	S 89° 59' 59" W	100.00
75	N 00° 00' 00" E	100.00
76	S 89° 59' 59" W	100.00
77	N 00° 00' 00" E	100.00
78	S 89° 59' 59" W	100.00
79	N 00° 00' 00" E	100.00
80	S 89° 59' 59" W	100.00
81	N 00° 00' 00" E	100.00
82	S 89° 59' 59" W	100.00
83	N 00° 00' 00" E	100.00
84	S 89° 59' 59" W	100.00
85	N 00° 00' 00" E	100.00
86	S 89° 59' 59" W	100.00
87	N 00° 00' 00" E	100.00
88	S 89° 59' 59" W	100.00
89	N 00° 00' 00" E	100.00
90	S 89° 59' 59" W	100.00
91	N 00° 00' 00" E	100.00
92	S 89° 59' 59" W	100.00
93	N 00° 00' 00" E	100.00
94	S 89° 59' 59" W	100.00
95	N 00° 00' 00" E	100.00
96	S 89° 59' 59" W	100.00
97	N 00° 00' 00" E	100.00
98	S 89° 59' 59" W	100.00
99	N 00° 00' 00" E	100.00
100	S 89° 59' 59" W	100.00

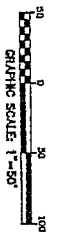
THIS INSTRUMENT WAS PREPARED BY:
Paul E. CADD
 Professional Land Surveyor
 License No. 1517
 State of Florida
 1401 N. W. 13th Street, Suite 101
 Ft. Lauderdale, Florida 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112

BOBCAT VILLAS, PHASE 3

PLAT BOOK 41 PG 50C

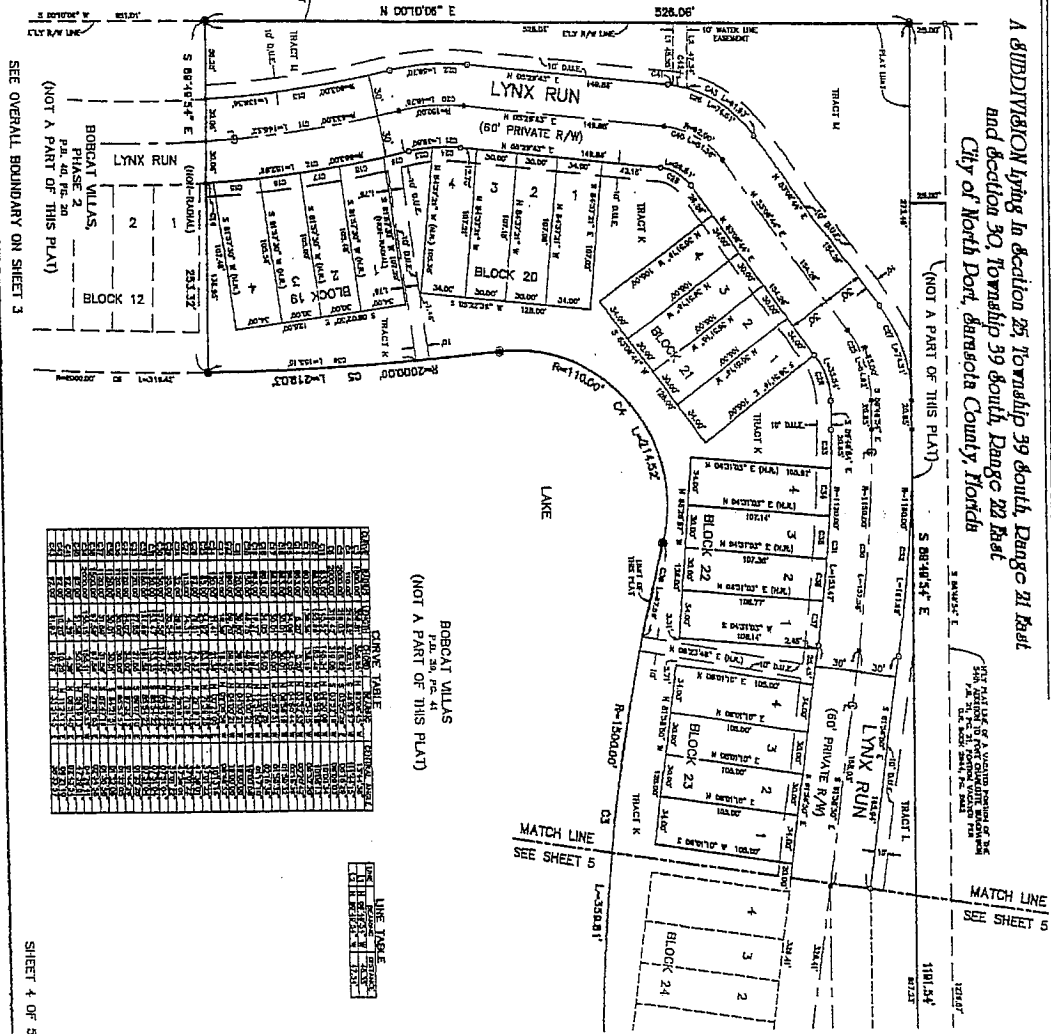
A SUBDIVISION lying in Section 25 Township 39 South Range 22 East
and Section 30 Township 39 South Range 22 East
City of North Port, Sarasota County, Florida

- STANDARD NOTATIONS
- 1) BOULEVARD - 50' R/W line of TOLEDO BLADE BOULEVARD, being 100' wide.
 - 2) Public and governmental utility lines are shown as they exist prior to this subdivision, being 100' wide.
 - 3) - Permanent Reference Monument (PRM-155115)
 - 4) - Permanent Control Point (PCP-155115)
 - 5) - Right-of-Way
 - 6) - Right-of-Way
 - 7) - Right-of-Way
 - 8) - Right-of-Way
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 - 41) - Right-of-Way
 - 42) - Right-of-Way
 - 43) - Right-of-Way
 - 44) - Right-of-Way
 - 45) - Right-of-Way
 - 46) - Right-of-Way
 - 47) - Right-of-Way
 - 48) - Right-of-Way
 - 49) - Right-of-Way
 - 50) - Right-of-Way



THIS INSTRUMENT WAS PREPARED BY:
DAVID CADDE
 Surveyor
 1001 S. ...
 ...
 ...

TOLEDO BLADE BOULEVARD
 (200' R/W)
 AS SHOWN ON THE PLAT OF THE SAID ADDITION
 TO PORT CHARLOTTE SUBDIVISION
 P.A. 21, P.C. 21



CHANGING TABLE

NO.	DESCRIPTION	DATE
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LINE TABLE

NO.	DESCRIPTION	DATE
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BOBCAT VILLAS, PHASE 3

PLAT BOOK 41 PG 50D

A SUBDIVISION lying in Section 25 Township 39 South, Range 21 East and Section 30, Township 39 South, Range 21 East City of North Port, Sarasota County, Florida

THIS INSTRUMENT IS A VALID INSTRUMENT OF THE CITY OF NORTH PORT, FLORIDA, AS AUTHORIZED BY THE CITY COMMISSIONERS' RESOLUTION NO. 1000, DATED 04/14/2010.

- SURVEYOR'S NOTATIONS**
- 1) Boundary of Bobcat on the City N/M line of HUBER BLVD.
 - 2) Poles and permanent site bench marks will be set prior to the filing of the final plat. Instrument (9801-135185)
 - 3) The filing of the final plat. Instrument (9801-135185)
- A** = Center Angle
L = Length
C = Curve Number - See Table
BL = Boundary Line
BL = Existing Bench Mark
BM = Boundary Mark
BM = Boundary Mark
P.C. = Point of Curvature
P.T.C. = Point of Tangency
P.O.C. = Point of Commencement
P.O.T. = Point of Tangency
P.O.B. = Point of Beginning
M.A.D. = Meridian Adjustment
M.A.D. = Meridian Adjustment
M.A.D. = Meridian Adjustment

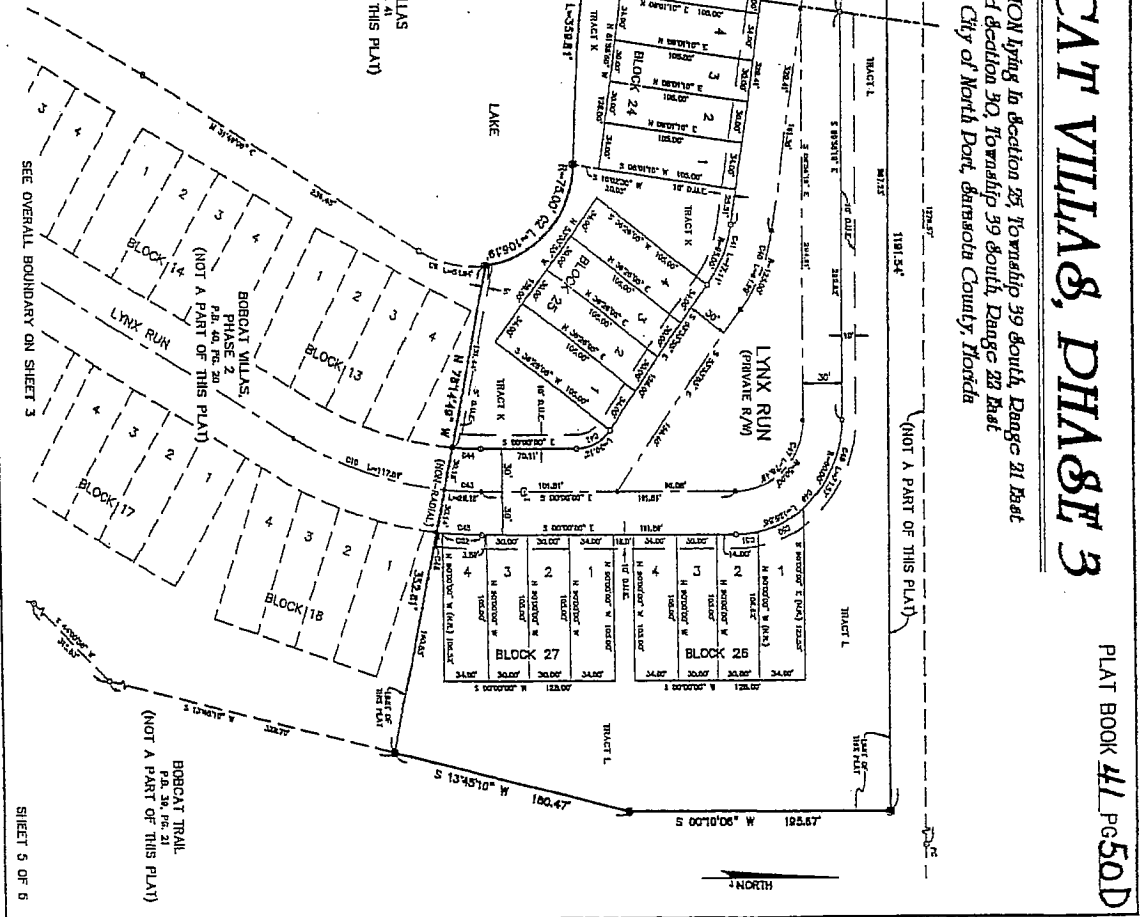
CHORD TABLE

CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE
1.0000	0°	1.0000	90°	1.0000	180°
0.9998	1°	0.9998	89°	0.9998	179°
0.9980	2°	0.9980	88°	0.9980	178°
0.9948	3°	0.9948	87°	0.9948	177°
0.9892	4°	0.9892	86°	0.9892	176°
0.9813	5°	0.9813	85°	0.9813	175°
0.9709	6°	0.9709	84°	0.9709	174°
0.9581	7°	0.9581	83°	0.9581	173°
0.9429	8°	0.9429	82°	0.9429	172°
0.9254	9°	0.9254	81°	0.9254	171°
0.9057	10°	0.9057	80°	0.9057	170°
0.8838	11°	0.8838	79°	0.8838	169°
0.8598	12°	0.8598	78°	0.8598	168°
0.8338	13°	0.8338	77°	0.8338	167°
0.8059	14°	0.8059	76°	0.8059	166°
0.7762	15°	0.7762	75°	0.7762	165°
0.7448	16°	0.7448	74°	0.7448	164°
0.7118	17°	0.7118	73°	0.7118	163°
0.6774	18°	0.6774	72°	0.6774	162°
0.6417	19°	0.6417	71°	0.6417	161°
0.6049	20°	0.6049	70°	0.6049	160°
0.5671	21°	0.5671	69°	0.5671	159°
0.5284	22°	0.5284	68°	0.5284	158°
0.4889	23°	0.4889	67°	0.4889	157°
0.4487	24°	0.4487	66°	0.4487	156°
0.4079	25°	0.4079	65°	0.4079	155°
0.3666	26°	0.3666	64°	0.3666	154°
0.3249	27°	0.3249	63°	0.3249	153°
0.2829	28°	0.2829	62°	0.2829	152°
0.2407	29°	0.2407	61°	0.2407	151°
0.1984	30°	0.1984	60°	0.1984	150°
0.1560	31°	0.1560	59°	0.1560	149°
0.1136	32°	0.1136	58°	0.1136	148°
0.0713	33°	0.0713	57°	0.0713	147°
0.0291	34°	0.0291	56°	0.0291	146°
0.0000	35°	0.0000	55°	0.0000	145°

THIS INSTRUMENT WAS PREPARED BY:



1:5000 SCALE
GRAPHIC SCALE 1"=50'



SHEET 5 OF 6