DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE RESIDENCES OF WATERCOLOR PLACE, PHASE I

This Declaration of Covenants, Conditions, and Restrictions for the Residences of Watercolor Place, Phase I (the "Declaration") is made this 22nd day of January, 2020 (the "Effective Date"), by Upper Manatee 288, LLC, a Florida limited liability company (the "Declarant"), whose mailing address is 1651 Whitfield Avenue Suite 200, Sarasota, Florida 34243.

RECITALS

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

WHEREAS, the Initial Property has or will be platted phase one (1) of the "Residences of Watercolor Place," and the Declarant desires to establish thereon a planned community of residential use, which community shall be subject to the terms of this Declaration as hereinafter provided; and

WHEREAS, the Declarant has formed a not-for-profit corporation pursuant to Chapters 617 and 720, Florida Statutes, to own, maintain, operate and/or administer the common areas and Improvements within the Property, to administer and enforce this Declaration, and to collect and disburse the assessments and charges hereinafter created, all as set forth herein.

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

ARTICLE I
DEFINITIONS

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

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

1.2 "ARC" means the Architectural Review Committee described in Article 9.
1.3 "Articles" means the Articles of Incorporation of the Association. A copy of the initial Articles of Incorporation of the Association is attached hereto as Exhibit "B."

1.4 "Assessment" means any charge levied by the Association in accordance herewith against a Lot and the Owner of such Lot. The term Assessment shall refer collectively to all types of Assessments issued by the Board, including the following types of Assessments:

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

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

1.5 "Association" means the Residences of Watercolor Place Homeowners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

1.6 "Board" means the Board of Directors of the Association.

1.7 "By-Laws" means the By-Laws of the Association. A copy of the initial By-Laws of the Association is attached hereto as Exhibit "C."

1.8 "Common Expenses" means the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of any Common Property, and all other areas of the Subdivision maintained by or under the control of the Association, including those parts of the Lots, if any, that the Association is to maintain under this Declaration. Further, expenses incurred in connection with operating, maintaining, repairing, and improving landscaping, sprinkler systems, stormwater management systems, littoral zone systems, structures and other Improvements in, under or upon any Common Property for which the obligation to maintain, repair and improve has been designated to and accepted by the Board from time to time, including but not limited to all expenses under that certain Irrigation System Easement-License and Reimbursement Agreement, attached hereto as Exhibit "I."

(b) Valid contractual obligations of the Association in excess of revenues, whether attributable to unpaid Assessments or otherwise.
(c) Maintenance by the Association of areas within rights-of-way or drainage easements or ditches adjoining or running through the Subdivision as may be provided in this Declaration or as determined by the Board.

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

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

(f) Reasonable reserves as determined in accordance herewith.

(g) Taxes and other governmental assessments and charges paid or payable by the Association, regardless of the current status to title of the Common Areas.

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

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

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

1.10 “Community” shall mean all common areas, common elements, parcels, phases, plats, and all lots within the entire Watercolor Place project, including the Initial Property, and the Subdivision.

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

1.12 “Declarant” means Upper Manatee 288, LLC, a Florida limited liability company, or its successors, and/or assignees.

1.13 “Declarant Member” means the Declarant and any successor or assignee of the Declarant having an interest in the Subdivision for the purpose of development and sale. Voting rights for the Declarant Member are set forth in Article 3.
1.14 "Declaration" means this document, together with all amendments and supplements hereto.

1.15 "Improvement" means all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Subdivision, including, but not limited to, athletic/play equipment, basketball backboards and hoops, basketball courts, benches, berms, bicycling and walking paths, buildings, covered patios, drives, driveways, fences, fountains, gatehouses, gazebos, gym sets, hedges, jogging, landscaping, landscaping, lawn sculptures, mailboxes, parking areas, plantings, play structures, poles, recreation areas and facilities, retaining walls, roads, roadways, screened enclosures, sheds, sign, site and perimeter walls, soccer goals, sprinkler systems, stairs, street lights and decorative street lights, streets, swimming pools, swing sets, tennis courts, topographical features, trees, underground footers and other foundation supports, and walkways.

1.16 "LDC" means the Manatee County Land Development Code, as it may be or have been amended, effective as of the date this Declaration is recorded.

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

(a) "Water Lot" shall mean a Lot abutting a body of water located within the Subdivision.

1.18 "Lot Maintenance Services" means performance of services for landscape maintenance or other similar services, including but not limited to mowing, fertilizing, yard pest control, and tree trimming, which the Association, in its discretion, may elect or not elect to provide to Members’ Lots for a monthly service charge/Assessment.

1.19 "Master Restrictive Covenants" means that certain Reservation Of Rights And Restrictive Covenants for the Residences of Watercolor Place, as recorded in the Official Records of Manatee County, Florida, and as amended from time to time.

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

1.21 "Neighborhood" means and refers to a portion of the Property, if any, defined herein or in a Supplemental Declaration as a unique geographic area.

(a) "Northern Neighborhood" means Lots 153 through 182 within the Subdivision of the Community.

(b) "Southern Neighborhood" means Lots 01 through 152 within the Subdivision of the Community.

1.22 "Owner" or "Lot Owner" or "Unit Owner" means the single or multiple owner of record of the fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
1.23 " Plat" means the plat of the Residences of Watercolor Place Phase I recorded in Plat Book [____], Page [____] through Page [____] of the Official Records of Manatee County, Florida.

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

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

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

1.27 "SWFWMD" means the Southwest Florida Water Management District.

1.28 "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

1.29 "Subdivision" means the Initial Property and any additions thereto pursuant to Article 2. The term Subdivision shall also include all s to the Subdivision for or benefiting the Subdivision project in any way, as same may be reflected on any plat for Watercolor Place Phase I, or as same are otherwise designed, built, constructed, manufactured or placed in, on, under, over, across or within the Subdivision, such as but not limited to, the roadways, stormwater ponds, stormwater pipes, water and sewer system and pipes, stormwater drainage such as swales, ponds and lakes, landscaping, walls, gates, Common Areas, Common Elements, amenities such as pools, play equipment, benches, fountains, recreational centers, nature trails, sidewalks, boardwalks, and any and all things constructed in, on, under, over and across the Subdivision for the benefit of the Subdivision (herein collectively referred to as the "Project", "Subdivision" or "Subdivision Improvements").

1.30 "Telecommunications Services" means those services that would typically be provided by a telecommunications provider, which services might include but not be limited to television, internet, and telephone.

1.31 "Turnover Date" means the earlier of the following dates:

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

(b) Three (3) months after ninety percent (90%) of the parcels in all phases of the Subdivision that will ultimately be operated by the Association have been conveyed to Members.
1.32 “Unit” means and refer to the individual residential structure, whether a villa or single-family, constructed on a Lot.

(a) “Villa Unit” means individual residential structure constructed by the Declarant or an Approved Builder upon any parcel of land located on Lots 01 through 152 within the Subdivision of the Community, as shown on the Plat, together with the Improvements thereupon, and any other portion of the Property within the Subdivision that may be declared to be a Villa Unit by a subsequent amendment to the Declaration.

(b) “Single-Family Unit” mean individual residential structure constructed by the Declarant or an Approved Builder upon any parcel of land located on Lots 153 through 182 within the Subdivision of the Community, as shown on the Plat, together with the Improvements thereupon, and any other portion of the Property within the Subdivision that may be declared to be a Villa Unit by a subsequent amendment to the Declaration.

1.33 “Water Company” means Watercolor Utilities, LLC, a Florida limited liability company, and its assignees, or successors.

**ARTICLE 2 PROPERTY**

2.1 Initial Property. The Initial Property is subject to this Declaration, and is sometimes otherwise known as “Watercolor Place Phase I.” The Initial Property is set forth in Exhibit “A,” attached hereto and incorporated herein.

2.2 Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by SWFWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by SWFWMD.

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

(a) The Declarant shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to the Subdivision. Such additional property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. Any additions under this Article shall be made by filing an Amended or Supplementary Declaration with respect to the additional property, which shall extend the operation and effect of the Covenants and this Declaration to such additional property. The Amended or Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants contained in this Declaration as may be determined by the Declarant to reflect any unique characteristics of the additional property, provided that such additions and/or modifications are not materially and substantially inconsistent with this Declaration. Notwithstanding anything to the contrary herein, the Declarant reserves the
right to make any modifications, changes, or deletions to the landscaping and landscape buffers of the Initial Property upon the addition of property to the Subdivision.

(b) Upon approval in writing of the Association, pursuant to an affirmative vote of the Owners of two-thirds (2/3) of all of the Lots then subject to the Declaration, the owner (other than the Declarant) of other property contiguous or nearly contiguous to the Subdivision who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may record an Amended or Supplementary Declaration with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property.

(c) Nothing herein, however, shall obligate the Declarant to add any property to the Subdivision, or to develop any such future portions under a common scheme, nor to prohibit the Declarant from rezoning and changing plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, change, addition or deletion thereafter made by the Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). The Declarant reserves the right to change any of the lot types, sizes or configurations and to change the scheme of development in any way in the Declarant's sole and absolute discretion.

2.4 The Property. Each of the Lots shall be developed and used solely for residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot. However, the Declarant shall have the right to maintain facilities on the Lots owned by the Declarant for sales and promotional purposes, and for maintenance purposes. The overall Subdivision project as depicted on site plans and drawings currently provides for a community of residential uses or as otherwise designated on the Plat.

2.5 Entrance and Boulevard Landscaping: Access Gates. An entrance median and access gates may be installed by the Declarant within the various roadways within the Subdivision. The Declarant does hereby reserve to the Declarant and hereby grants to the Association the right to (i) plant trees, hedges, grass and landscape, (ii) construct, operate, maintain, repair and replace electronic access gates, and (iii) construct an entryway and signs identifying the property as the "Residences of Watercolor Place" or any specific Neighborhood thereof, and to provide for irrigation and illumination of same, within the median strip dividing the roadway at the entrance, in any manner the Association, in its sole discretion, with the approval of the ARC, deems necessary and proper in order to identify and beautify such area. The maintenance of the median Improvements, including the access gates (if any) shall be part of the Common Expenses.

2.6 Master Restrictive Covenants and the Property. All Common Areas, and all Lots within the Subdivision that are held, transferred, sold, conveyed, leased, occupied, and used shall be subject to the terms and conditions of the Master Restrictive Covenants, which Master Restrictive Covenants shall run with the land and be binding upon the land, all Owners, and all transferees acquiring any interest therein, including any and all homeowners associations, condominium
owners associations, and Community Development Districts with jurisdiction within the Community, until such time as the Declarant and/or their affiliated parties, no longer own and/or control any portion of the Community. If there is any conflict between this Declaration and the Master Restrictive Covenants, then the Master Restrictive Covenants shall prevail.

ARTICLE 3
MEMBERSHIP IN ASSOCIATION

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

3.2 Voting Rights. For the purposes of voting rights, the Association has two types of memberships, which are either: (a) Regular Member, or (b) the Declarant Member. Regular Members are all Owners with the exception of the Declarant Members, if any. Regular Members are entitled to one vote for each Lot in which such Members hold a required ownership interest. There shall be only one vote for each Lot, which vote shall be exercised among the Owners as provided in the By-Laws. The Declarant Members are the Declarant and any successor or assignee of the Declarant having an interest in the Subdivision for the purpose of development and sale. The Declarant Members shall have a number of votes equal to three (3) times the total number of votes then held by Regular Members, plus one additional vote. If there is more than one the Declarant Member, they shall divide and apportion their votes as they may agree. The Declarant membership shall terminate on the Turnover Date. After the Turnover Date, the Declarant Members who then own Lot(s) shall be Regular Members.

3.3 Control of Board During Development. Prior to the Turnover Date, the Declarant shall have the right to designate, appoint and remove members of the Board, and directors designated by the Declarant need not be Members. Election of directors shall otherwise be as provided in the By-Laws. After the Turnover Date, the Declarant shall be entitled to elect at least one member of the Board as long as the Declarant holds for sale in the ordinary course of business at least one Lot within the Subdivision.

3.4 Master Restrictive Covenants and the Association. The Association, and its membership constituency shall be subject to the terms and conditions of the Master Restrictive Covenants. The Master Restrictive Covenants may be enforced either by the Developer (as defined in the Master Restrictive Covenants), or by the Association at the direction of the Developer (as defined in the Master Restrictive Covenants). If there is any conflict between this Declaration and the Master Restrictive Covenants, then the Master Restrictive Covenants shall prevail.
ARTICLE 4  
COMMON PROPERTY

4.1 Description of Common Property. The Common Property shall consist of the following, provided however Common Property shall not include any portion of the Subdivision which the Declarant has conveyed to any other governmental authority:

(a) The Common Property owned by or granted or leased to the Association, or the use of which has been granted to the Association, together with all Improvements thereto, as same may be described herein this Declaration and/or designated on the recorded Plat of the Property. Such Common Property shall include but not be limited to (i) the streets and roadways set forth on the Plat, including the areas identified as a private roadway easement thereon; (ii) the entrance and other roadway medians installed within such streets and roadways, including Improvements therein and thereon, such as landscaping, irrigation, access gates and appurtenances, signage and lighting; (iii) any linear parks and open space amenity areas created by the Declarant, including any pools, recreational areas or recreational centers (if any); and (iv) the right to use the Subdivision and the amenities constructed therein.

(b) Individual mailboxes or clustered mailboxes attached to free-standing posts, which serve two or more Lots (the “Mailboxes”). The Mailboxes shall be located at such places throughout the Subdivision as may be designated by either the U.S. Postal Service, the Declarant prior to the Turnover Date, and thereafter by the Board.

(c) Any and all signage, including, but not limited to, stop signs, warning signs, and speed limit signs, located anywhere within the Common Property.

(d) Such additional Common Property as the Declarant may elect to add and other Common Property that may be acquired by the Association as hereinafter provided. The Declarant reserves the right to amend or alter the development plan of the Common Property; provided such amendment does not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property.

4.2 Members’ Easement of Enjoyment. Every Member shall have a non-exclusive easement for the use and enjoyment of the Common Property. Said easement is appurtenant to and passes with the Member’s Lot. Each Member’s easement with respect to the Mailboxes is restricted to the Mailbox specifically assigned to the Lot owned by such Member. The easement is subject to this Declaration and rules and regulations, including any standards, specifications, guidelines, or the like promulgated by the Board.

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

4.4 Waiver of Use. No Owner may exempt himself from personal liability for Assessments nor release the Lot owned by him from the liens and charges for such Assessments by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot.
4.5 Extent of Member’s Easement. The rights and easements of enjoyment created herein are subject to the following:

(a) The right of the Board to establish reasonable rules and regulations, including any standards, specifications, guidelines, or the like, governing the use of the Common Property.

(b) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, district or authority, for such purposes and subject to such conditions as may be agreed to by the Declarant or the Association. No such dedication or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3) of the votes of the membership after written notice of the proposed action is sent to every Member not less than sixty (60) nor more than one hundred twenty (120) days in advance of any action taken.

(c) The right of the Declarant or the Association, by its Board, to dedicate or transfer any public or private utility, drainage or utility easements that are Common Property or are located on Common Property.

(d) The right of the Declarant to reserve unto itself additional non-exclusive easements in, on, under, through or over Common Property, and the right of the Declarant to grant additional non-exclusive easements in, on, under, through or over Common Property to owners of property not part of the Subdivision for the purposes of access, ingress, egress, utilities or drainage.

(e) The right of the Association through the Board, with the written consent of the Declarant prior to the Turnover Date, and without such consent thereafter, to grant such drainage, utility and access easements in, on, under, through, or over the Common Property, or any part thereof, to governments having jurisdiction, providers of utilities or the Declarant, provided such easement, in the judgment of the Board, will not unreasonably interfere with the use of the Common Property for its intended purpose.

(f) The right of the Association to suspend the rights of a Member, or a Member’s tenants, guests, or invitees, to use the Common Property for infractions of this Declaration or any rules and regulations, including any standards, specifications, guidelines, or the like, governing the use of the Common Property.

(g) The terms of this Declaration, the LDC and the terms of all governmental approvals affecting the development of the Subdivision, and the rights of the County.

(h) MEMBERS’ USE OF THE COMMON PROPERTY IS SUBJECT TO THE PROVISIONS OF THIS DECLARATION, INCLUDING ARTICLES 12.6, 12.8, 12.16 AND THE PROVISIONS SET FORTH BELOW:

THE DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR ANY PARK, LAKE, RECREATION AREA, WETLAND NATURE AREA OR ANY OTHER COMPONENT OF THE COMMON PROPERTY INCLUDING POOL, POOL HOUSE, GATHERING AREA
LOT/PLAYGROUND, BOARDWALK OR OTHER AMENITIES. ALL PERSONS ARE
HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE, INCLUDING BUT NOT
LIMITED TO ALLIGATORS, SNAKES, ANTS, BEES, WASPS AND OTHER STINGING
INSECTS (HEREINAFTER "WILDLIFE") MAY INHABIT OR ENTER INTO THE
PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY BUT
THAT THE LISTED PARTIES (AS DEFINED IN ARTICLE 12.16) ARE UNDER NO DUTY
TO PROTECT AGAINST AND DO NOT IN ANY MANNER WARRANT OR INSURE
AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. ANY
OWNER OR INDIVIDUAL USING SUCH AREAS SHALL DO SO AT HIS/HER OWN RISK
AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS
AND GUESTS AGREES TO INDEMNIFY AND HOLD THE LISTED PARTIES HARMLESS
FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES ARISING FROM SUCH USE.

ARTICLE 5
ASSESSMENTS

5.1 Personal Obligation and Lien for Assessments. Subject to the provisions of Section 5.15. The
Declarant and each Owner of a Lot covenant and agree to pay to the Association all Assessments
levied with respect to such Lot so owned by an Owner or the Declarant, in accordance herewith.
The covenant and agreement of an Owner shall begin upon acquisition of such ownership interest
in a Lot by any means whatsoever, whether or not it shall be so expressed in any deed or other
instrument. Each Assessment, together with Delinquency Charges as provided in Section 5.14
hereof, shall be the personal obligation of the Owner of such Lot at the time when the Assessment
is due and shall remain the personal obligation of such Owner notwithstanding that such Owner
may no longer own the Lot. The personal obligation to pay all Assessments, including all past due
Assessments and Delinquency Charges, shall also pass to the successors in title of an Owner (and
a first mortgagee acquiring title by any means whatsoever shall be deemed a successor in title to
the Owner), and both shall be jointly and severally liable for all of the Assessments, including all
past Due Assessments and any Delinquency Charges. All Assessments, together with such
Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot with
respect to which such Assessment is levied and such continuing lien shall pass to the successors
in title of an Owner (which successors in title includes a first mortgagee who may acquire title by
any means, including deed in lieu of foreclosure and foreclosure), and both shall be jointly and
severally liable for the Assessments, including all past due Assessments and any Delinquency
Charges. The Association may record in the Official Records of the County, a "Notice of Lien"
setting forth amounts claimed due the Association as to any one or more Lots. The execution and
recording of such notice is not required in order for the continuing lien for Assessments to be valid.

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

5.3 Regular Assessments. The amount and time of payment of Regular Assessments shall be
determined by the Board after giving due consideration to the current maintenance, operational
and other costs and the future needs of the Association. Regular Assessments may include amounts established for reserves, and may include a pro rata portion of annual Unit insurance premiums to be paid in advance. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for such fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such costs. Each Owner shall thereafter pay the Regular Assessment to the Association at such times and in such installments as may be established by the Board. The costs incurred by the Association to provide Lot Maintenance Services, as more particularly described in the Maintenance Program, as set forth in Exhibit “H,” attached hereto, shall be a Regular Assessment.

5.4 Intentionally Deleted.

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

(a) **Supplementary Amounts.** If the Board determines that Regular Assessments or other Assessments for then current year are or will become inadequate to meet Common Expenses for any reason, it shall determine the estimated amount of such inadequacy and levy a Special Assessment against each Lot and Owner responsible for such Assessment.

(b) **Compliance.** A Special Assessment shall be levied by the Board against a Lot and its Owner to reimburse the Association for costs incurred in bringing the Owner of such Lot and/or the Lot into compliance with this Declaration.

(c) **Improvement.** The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, Improvement, acquisition, repair or replacement of a described Improvement to the Common Property, or additional Common Property. After Turnover, Special Assessments for Improvements must be approved by at least sixty (60%) percent of the votes entitled to be cast by Regular Members. Prior to Turnover Date, Special Assessments must be approved by the Declarant. Special Assessments for Improvements may be used only for such Improvements.

(d) **Services.** If the Association provides materials or services which benefit individual Lots but which can be accepted or not by the Owner, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service shall be a Special Assessment against such Owner and his Lot. The Owner will be deemed to have agreed to such Assessment by subscribing to or requesting and accepting such material or service.

(e) **Fines.** If the Association levies a fine against an Owner for a violation of the Declaration, the Articles, By-Laws or rules and regulations, including any standards, specifications, guidelines, or the like, promulgated pursuant thereto, then in accordance with
Article 12.14, the amount of such fine shall be a Special Assessment against such Owner and such Owner's Lot.

5.6 **Sharing of Common Expense.** All Regular Assessments and Special Assessments (other than those for compliance, services or fines) shall be levied. Special Assessments for compliance, services, fines or similar categories may not be uniform in amount or levied in the same proportions as Regular Assessments because of their nature, but shall be processed in a uniform and non-discriminatory manner.

5.7 **Commencement of Regular Assessments.** Regular Assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant to an Owner. Regular Assessments as to Lots brought under the Declaration pursuant to Article 2.3 shall commence on the first day of the month following the conveyance of the first Lot therein by the Declarant to an Owner.

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

5.9 **Regular Assessment Rate.** The Regular Assessment shall be established by the Board as set forth above in Article 5.3. The Board shall adopt and levy the Regular Assessment based upon the factors set forth in Article 5.3, above, as well as the anticipated expense and number of Lots within the Subdivision, taking into consideration those Lots that may be exempt, if any, as provided for herein this Declaration.

5.10 **Reserves.** The Board may establish reserve accounts funded from Regular Assessments or other Assessments in reasonable amounts for such purposes and in such categories as are determined by the Board. Reserve amounts may be used by the Board on a temporary basis for cash flow management of the Association, even though such amounts are expended for purposes other than those for which the reserve was established. The amount of such reserve shall be restored from revenues subsequently received, it being the intent that the Board may borrow from reserve accounts but same shall not diminish the obligation to levy and collect Assessments and charge fees and other revenues that will, upon collection, permit the restoration of all reserve accounts. Any decision of the Board with respect to reserves, including but not necessarily limited to, the establishment, non-establishment, continuation, discontinuation, level of funding or designation of purpose as to any particular reserve category, shall be subject to being modified or rescinded at any regular or special meeting of the Association called for such purpose, by the vote of Owners of sixty percent (60%) or more of the Lots in the Subdivision. Use of any reserve for other than its designated purpose, other than as above provided, may be authorized only by a vote of Owners of sixty percent (60%) or more of the Lots in the Subdivision.
5.11 **No Offsets.** All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its’ authority and carrying out its responsibilities as provided in this Declaration.

5.12 **Rights of Mortgagees.** The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot after a mortgage is recorded with respect thereto, but prior to the transfer or conveyance of title as a result of a foreclosure or a conveyance in lieu of such foreclosure, shall be subordinate to the lien of such mortgage. An Owner acquiring title to a Lot as a result of foreclosure or conveyance in lieu thereof, including a mortgagee, shall be jointly and severally liable with the previous Owner for all unpaid Assessments and any Delinquency Charges that came due up to the time of transfer of title; and the Association shall deem such unpaid Assessments and Delinquency Charges due and payable from the Owner acquiring title through such foreclosure or conveyance in lieu thereof. All Assessments, together with such Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot with respect to which such Assessment is levied and such continuing lien shall pass to the successors in title of an Owner (which successors in title include a first mortgagee or any mortgagee who may acquire title by any means, including deed in lieu of foreclosure and foreclosure), and all shall be jointly and severally liable for the Assessments, including all past due Assessments and any Delinquency Charges. Nothing contained herein shall relieve an Owner from responsibility for Assessments for the period of time such Owner owned such Lot. Assessments against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein. The Association shall make available for inspection upon request, during normal business hours and under reasonable circumstances, this Declaration, the Articles, By-Laws and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subdivision. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, such holder, insurer or guarantor (the “Listed Mortgagee”) of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

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

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

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

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under this Declaration, including but not limited to, any delinquency in the payments of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.
Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

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

5.14 Delinquency Charges. All Assessments and other amounts due to the Association pursuant to this Declaration shall bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. If any such Assessment is not paid when due, then a late charge shall be levied. The initial late charge shall be Thirty Five and No/100 Dollars ($35.00). The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration the declining purchasing power of the United States dollar, the costs reasonably expected to be incurred by the Association as a result of following up such delinquency, and the effectiveness of such late charge in assuring prompt and timely payment of Assessments. The liens in favor of the Association shall secure the amount of the Assessment, all interest accruing thereon, late charges and all costs incident to the collection thereof including a reasonable attorney’s fee, whether enforced by suit or otherwise and, if by suit, whether at trial or any appellate level, and including fees for paralegals. The Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the Assessment as to which they apply. Such late charges, interest, costs and fees shall be collectively referred to as “Delinquency Charges.”

5.15 Remedies of Association Upon Non-Payment. If any Assessment or installment thereof is not paid by the due date specified by the Board, then such Assessment (including the full amount of any such Assessment accelerated by the Board in accordance with the By-Laws) shall be delinquent and shall, together with Delinquency Charges with respect thereto, be a continuing lien on the Lot against which such Assessment was levied, and also a personal obligation of the Owner binding the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. Prior to bringing an action for foreclosure of a lien, the Association shall record a “Notice of Lien” among the Public Records unless in the opinion of the Board, recording such notice is contrary to or prohibited by any then existing court order, statute or rule. A copy of such notice, whether recorded or not, shall be sent to then Owner by United States mail, either certified or registered, return receipt requested at the Owner’s address on the Association’s records. Failure of the Association to obtain a receipt shall not prevent enforcement of a lien. If such Assessments, together with Delinquency Charges with respect thereto, are not paid in full within thirty (30) days after the date such notice is deposited in the United States mails, then thereafter the Association may institute a legal action against the Owner to foreclose its lien. The recorded notice shall secure not only the Assessments and Delinquency Charges reflected therein, but all unpaid Assessments and Delinquency Charges with respect to all such amounts which may accrue subsequent to the
recording of such notice and prior to the entry of a final judgment of foreclosure. The Association may at any time institute a legal action against an Owner with respect to any Assessments and Delinquency Charges then due and payable but which have not been paid. Upon the timely payment or other satisfaction of all amounts specified in a Notice of Lien and all other Assessments and amounts which have become due and payable with respect to such Lot as to which such notice was recorded, together with Delinquency Charges as may be applicable, the Association shall furnish a release of such notice in recordable form, but shall not be responsible for the cost of recording. In addition to the foregoing remedies, the Association may also suspend the voting rights of any Member for the nonpayment of Assessments that are delinquent in excess of ninety (90) days.

5.16 The Declarant’s Obligations For Assessments.

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

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

(c) The Declarant may at any time give written notice to the Association that it is withdrawing its obligation to fund the Deficiency, effective not sooner than sixty (60) days after such notice, whereupon the Declarant shall waive its right to total exemption from Regular, and Special Assessments. Sixty (60) days after the giving of such notice or sixty (60) days after the Turnover Date, whichever first occurs, each Lot owned by the Declarant shall thereafter be assessed at ten percent (10%) of the Regular, and Special Assessment level established for Lots owned by Regular Members; provided, however, the Declarant shall continue not to be responsible for any reserves or Special Assessments for compliance, services, fines or Improvements not consented to in writing by the Declarant. All such Assessments shall be prorated for the remaining months of the then current fiscal year, if applicable. Upon transfer of title of a Lot owned by the Declarant by which more than fifty one percent (51%) of the beneficial ownership is transferred,
the Lot shall then be assessed in the amount otherwise established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the month following the date of transfer of title.

(d) Notwithstanding the foregoing, any Lots from which the Declarant derives rental income as a completed housing unit or as to which the Declarant has a completed housing unit with a certificate of occupancy subject to possession by one holding a contractual right to purchase, shall be liable for Assessments with respect thereto in the same manner as any Regular Member, prorated to the date when both such possession and contractual interest have been created. In addition, Lots owned by the Declarant upon which the Declarant has constructed a “model” home or “inventory” home will be subject to Assessments from the date that the certificate of occupancy is issued for the completed “model” home constructed by the Declarant.

(e) After the Turnover Date, the Association is prohibited from assessing the Declarant more than ten percent (10%) of the Regular Assessment for any vacant Lots owned by the Declarant.

5.17 Initial Contribution. There shall be a one-time contribution (the “Initial Contribution”) payable to the Association by each Owner who purchases a Lot from the Declarant. The Initial Contribution for Villa Units and Single Family Units shall be $1,500.00. The Initial Contribution shall be established as of and paid at the time legal title to a Lot is conveyed to any Owner. The Initial Contribution shall be expended solely for Common Expenses. The Initial Contribution is not an advance payment of Assessments and shall not affect the liability of an Owner or a Lot for Assessments.

ARTICLE 6
DUTIES AND POWERS OF ASSOCIATION

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

(a) enforce this Declaration, the Articles, By-Laws and rules and regulations, including any standards, specifications, guidelines, or the like, adopted pursuant thereto by appropriate means and carry out the duties and authority of the Association hereunder;

(b) maintain, regulate and otherwise manage and operate the Common Property;

(c) pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners;

(d) obtain all required utility and other services associated with the carrying out of the Association’s responsibilities hereunder;

(e) contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable to further the purposes of and protect the interests of the Association and its Members; provided further that such policies of insurance shall
cover all Common Areas, regardless of the current status of title to the Common Areas, and shall name the Declarant, or its successors and assigns, as an additional named insured on such policies of insurance for so long as the Declarant, or its successors and assigns, retains ownership or use of any portions of the Common Areas;

(f) have the power of entry upon any Lot reasonably necessary in connection with the carrying out of Association responsibilities hereunder;

(g) have the power to acquire, accept, maintain, repair, improve and replace Common Property;

(h) have the power to negotiate and contract for such materials and services for the benefit of Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by Special Assessment for services;

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

(j) sue and be sued, as further set forth in Article 12, below.

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

ARTICLE 7
REPAIR AND MAINTENANCE

7.1 By the Association. Except as otherwise expressly provided, the Association shall be responsible for the maintenance, repair and replacement of the Common Property under its ownership, control or maintenance responsibility. Additionally, the Association may be responsible for any Lot Maintenance Services provided by the Association as set forth in Exhibit “H,” attached hereto. The expense of the foregoing Lot Maintenance Services and the maintenance, repair, and replacement of the Common Property in general will be a Common Expense; provided, however, that if an item of maintenance, repair or replacement is a result of any intentional or negligent act of an Owner, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Lot for reimbursement as a Special Assessment hereunder. Regarding nuisance and exotic plant species within the Common Property, the Association hereby adopts the following Maintenance Plan for Common Property:
All upland areas including recreation, open space, conservation, wetland buffer and tree preserves areas are to be monitored annually to assure that no nuisance and exotic species is established. If any such species is found in the monitored areas, the vegetation will be removed by hand and stumps poisoned using appropriately labeled herbicides as needed. The hand removal of the nuisance and exotic species is to be done with care to not adversely impact surrounding vegetation.

7.2 By Owners of Lots. Except as provided for in the Maintenance Program, attached hereto as Exhibit “H,” each Owner shall be responsible for the maintenance, repair and replacement of his Lot and all Improvements thereto. Each Owner shall maintain such Lot and Improvements in good condition and repair and in an attractive condition in keeping with the standards of maintenance throughout the Subdivision. The Association may enact various rules and standards, from time to time, regarding maintenance of the Lots by Owners, and the Owners shall comply with same. All such maintenance and repair shall conform to such maintenance standards as may be promulgated from time to time by the Board in accordance herewith.

7.3 Liability for Actions. A Unit Owner shall be liable for any personal injuries and for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, negligence or carelessness, or by that of his family, agent, guest, employee or lessee.

7.4 Repair and Maintenance Standards. The Board and the ARC may from time to time adopt and promulgate repair and maintenance standards, specifications, guidelines, rules, regulations or the like, for the Subdivision, so long as such standards, specifications, guidelines, rules, regulations or the like, are reasonable and not contrary to the provisions of this Declaration.

7.5 Right of Association to Maintain. If an Owner has failed to maintain or repair his Lot or the Improvements thereon as required by this Declaration, then the Association may perform such maintenance and make such repairs that the Owner has failed to perform and make. All costs of maintenance and repairs shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected, such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated standards, specifications, guidelines, rules, regulations or the like, of repair and/or maintenance in carrying out its responsibilities hereunder, and the Association shall not be liable for any act or negligence in carrying out the maintenance using duly promulgated standards, specifications, guidelines, rules, regulations or the like, of repair and/or maintenance. The Unit Owner shall hold harmless and indemnify the Association for all acts associated with the Association’s performance of repair and/or maintenance on a Unit Owner’s Lot as set forth herein. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

(a) In the case of an emergency, as determined by the Board, or when the Special Assessment to the Owner is $500.00 or less (including, but not limited to routine mowing and landscape maintenance), the Board or the Manager of the Association shall authorize, approve and cause the repair or maintenance to be performed.

(b) In all other cases:
(i) Upon finding by the Board of a deficiency in maintenance, the Board shall provide notice thereof in writing to the Owner, briefly describing the deficiency and setting forth the action needed to correct the deficiency.

(ii) If the Owner does not correct such deficiency to the reasonable satisfaction of the Board within twenty (20) days of the Board's delivery of the notice, then thereafter the Association may perform such maintenance or repairs.

(c) All such maintenance and repair by the Association shall take place only during daylight hours on weekdays, excluding holidays, except in the case of an emergency.

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

**ARTICLE 8**

**INSURANCE AND RECONSTRUCTION**

8.1 Insurance by Association. The Association shall obtain and continue in effect such insurance in such amounts and coverages as the Board shall from time to time determine to be appropriate, necessary or desirable; provided further that such insurance shall cover all Common Areas, regardless of the current status of title to the Common Areas, and shall name the Declarant, or its successors and assigns, as an additional named insured on such policies of insurance for so long as the Declarant, or its successors and assigns, retains ownership or use of any portions of the Common Areas. All costs associated with such insurance shall be a Common Expense.

8.2 Lot Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all such casualty, liability and other insurance with respect to such Owner and such Owner's Lot and Unit as the Owner may from time to time determine; provided however, the Owner shall be required to obtain and maintain in effect such casualty insurance policies in sufficient amounts to rebuild, repair or reconstruct the Unit in the event of a casualty and shall name the Association as an Additional Insured on all such casualty insurance policies along with a collateral assignment of all casualty insurance proceeds to the Association for the purpose of rebuilding, repairing or reconstructing the Unit in the event of a casualty. The Association's rights to collateral assignment of the casualty insurance proceeds shall not be deemed to supersede any rights of any first mortgagees. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots, Units or Improvements thereto in any manner.
8.3 Destruction of Improvements.

(a) If any dwelling structure upon a Lot shall be substantially damaged or destroyed, the Owner thereof shall repair, rebuild or reconstruct the Improvements as soon after such casualty as may be practical. All such work shall require Architectural Review as provided herein.

(b) Notwithstanding damage to or destruction of Improvements to a Lot, the Owner of such Lot shall remain liable to the Association for all Assessments in connection with such Lot, even though such Lot may not be fit for occupancy or habitation and even during such times as the Improvements are not yet reconstructed.

(c) Within a reasonable time after such casualty, the Lot Owner shall remove all debris and portions of the Improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be addressed and neutralized immediately. Debris shall be removed from the Lot no later than thirty (30) days after the date of the casualty.

(d) Within thirty (30) days of the date of the casualty, the Owner of the affected Lot shall notify the Board in writing of the intention to rebuild or reconstruct, shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval by the ARC as herein defined in Section 9.2 and prosecute same to completion. If for any reason the Owner of the affected Lot does not notify, initiate Architectural Review, commence, diligently pursue or complete such building or reconstruction within the time limits established herein, then the Association shall have all rights set forth herein as an Additional Insured of such casualty insurance policies, and the Association may elect to collect the previously assigned casualty insurance proceeds for the purpose of repairing and/or reconstructing the Unit, subject to any rights of any first mortgagees. Notwithstanding anything to the contrary herein, the Association shall have no obligation to repair, rebuild or reconstruct the Unit, and the Owner shall remain liable for all such work.

(e) If an Owner fails to comply with any of the requirements of Sections 8.2 and 8.3, then the Association may perform such acts as are of the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged and assessed against the Lot and its Owner as a Special Assessment.

(f) Upon written application of an Owner, any of the time periods set forth in this Section may be extended by the Board for good cause.

(g) The duties of the Association hereunder shall be performed by the Board.

ARTICLE 9
AUTHORIZED BUILDER AND ARCHITECTURAL REVIEW

9.1 Authorized Builder. In order to assure that the Improvements within the Subdivision will be constructed with the level of quality and consistency desired by the Declarant, no Improvements may be constructed on any Lot within the Subdivision by any builder or contractor other than the
builder(s) approved by the Declarant (the “Authorized Builder”). The Declarant hereby approves Medallion Home Gulf Coast, LC as an Authorized Builder.

9.2 Architectural Review Committee. There is hereby established an Architectural Review Committee (the “ARC”). The ARC shall use its best efforts to promote and insure a high level of design, quality, harmony and appearance throughout the Subdivision consistent with this Declaration. Prior to the Turnover Date, unless the Declarant shall otherwise specify in writing, the Declarant shall constitute the ARC, and may approve Plans and Submissions, as defined in Section 9.5 or take other actions on behalf of the ARC in the Declarant’s own name or in the name of the ARC. After the Turnover Date or earlier determination by the Declarant no longer to serve as the ARC, the ARC shall be composed of at least three (3) individuals appointed by the Board, each of whom shall be an Owner. The ARC shall act by simple majority vote. In the event of the death, resignation or other removal of any Board appointed member of the ARC, the Board shall appoint a successor. No member of the ARC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration. Members of the ARC shall serve terms established by the Board, and may be removed with or without cause.

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

9.4 Approval Required. Architectural Review and the written approval of the ARC shall be required for the construction, restoration, reconstruction or expansion of any Improvement upon a Lot; for any reasonably visible exterior alteration or modification to an existing Improvement on a Lot; for any maintenance or repair of an Improvement to a Lot which will result in the application or use of materials of a different type, color or quality than those in use prior to this maintenance or repair; for any landscaping or material change or addition or reduction to the landscaping or lawn of any Lot, other than for plantings within a substantially enclosed courtyard area; and for the construction, installation, restoration, reconstruction, enlargement or alteration of any fence, wall, tennis court, screen enclosure, pool, patio, utility line, solar energy device, decorative structure, outbuilding or other installation, device, equipment or structure which will alter the appearance of the Lot or existing Improvements located thereon when viewed from adjacent Lots, the adjacent street or in any other instance where architectural review is required under this Declaration (collectively, the “Improvements”). Anything contained herein to the contrary notwithstanding, all such Improvements, alterations, installations, facilities and applications made by the Declarant as part of the original construction, Improvement, development and sale of the Subdivision, including, without limitation, the construction of homes by the Declarant, whether made before or after turnover of control of the Association, shall not require architectural review nor approval of the ARC.
9.5 Procedure. In order to obtain the approval of the ARC for any proposed Improvements, there shall be submitted to the ARC a written application for approval and at least one (1) complete set of plans and specifications for the proposed Improvements (the “Plans”). The Plans shall include, as appropriate to the proposed Improvements, (a) a site plan for the Lot showing location and dimensions of all proposed and existing structures, pavement and landscaping to be installed or removed; (b) complete floor plans and exterior elevations of all proposed structures, drawn to scale and reflecting the number of square feet within air conditioned living areas and other areas; (c) specification of all materials to be used, including type, color and nature; (d) specification of plant and other materials proposed for landscaping; (e) location, dimension, description and specifications for any other proposed Improvements; and (f) samples of material and proposed colors for external application. The ARC may also require the submission of additional information and materials as may be reasonably required by the ARC to evaluate the proposed Improvements (the “Submissions”).

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

Owners are strictly prohibited from commencing Improvements or work before first receiving written approval from the ARC, and be in strict compliance with this Declaration. Any Improvements or work performed before or without such written approval from the ARC may be required to be removed by the Board, and subject to other fines and penalties imposed by the Association. If any landscaping, construction or other Improvements or alterations requiring ARC approval shall be commenced and completed without Architectural Review and approval by the ARC, or at variance with approved plans and specifications, then such construction or other Improvements may at any time thereafter be required to be removed or altered to comply with such Plans and Submissions as may be approved in writing by the ARC. Nothing shall prevent an Owner from making application to the ARC for approval of Improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC has acted. The ARC shall not have any increased obligation to approve merely because an Owner has already commenced or completed Improvements in violation of this Declaration.

9.6 Routine Matters. In instances in which the ARC has established standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor Improvements, an Owner may comply with such standards without the necessity of submitting an application to or obtaining formal approval of the ARC.
9.7 **Scope of Review.** The ARC shall review and approve or disapprove all Plans and Submissions solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography, structures and the overall benefit or detriment which would result to the immediate vicinity and to the Subdivision as a whole, and any other factors deemed relevant to the review by the ARC in its opinion, reasonably exercised. The ARC shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval of any design or plan from the standpoint of structural safety or conformance with building or other codes.

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

9.9 **Mandatory Tree Planting and Maintenance.** Unless provided for in the Maintenance Program, as set forth in Exhibit "H," attached hereto, the Owner of each Lot shall be responsible for the planting and maintenance of replacement trees on such Lot as required by The County pursuant to final site plan approval for the Subdivision and pursuant to Section 701.3 of the LDC. Prior to Certificate of Occupancy for a Unit, one (1) canopy tree shall be planted on each Lot. The number of trees to be planted and the location thereof shall be set forth on the Plans and Submissions approved in writing by the ARC, as provided for herein. Existing native trees can be used to fulfill these requirements whenever they meet spacing and size requirements as set forth herein. The Declarant shall be responsible for the initial installation and maintenance of the trees until such time as the Lot is sold or transferred to a subsequent Lot Owner, at which time that Lot Owner shall be fully responsible for the maintenance and replacement of any street trees, all as set forth herein. Any costs borne by the Declarant associated with the installation and maintenance of the street trees may be passed on and charged to the subsequent Lot Owner. In the event a street tree dies or is removed, the Lot Owner is responsible for replacing the street tree (per the requirements set forth herein and the LDC) within thirty (30) days. If an Owner has failed to comply with the requirements of this Section 9.9, then after notice and compliance with the procedural requirements of this Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense. No certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this Section have been satisfied. The ARC’s approval as required by this Article 9 shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the replacement tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the replacement trees and such trees may not be removed without appropriate permits and authorizations provided by the County. Neither the County nor the Declarant shall be responsible for any damage to the Lots and impacts to sidewalks, utilities, foundations or other Improvements constructed thereon due to natural growth of street trees.
9.10 **Sidewalks.** The Lot Owner must install a sidewalk, if any, in accordance with the permitted Construction Plans: The plans submitted to the ARC for the construction of the initial Improvements on each Lot shall provide that the Owner install and construct at the time of initial Improvement to the Lot, at the Owner’s expense, a five (5) foot wide sidewalk along the entire front Lot line (the exact location of which to be specified by the Declarant or the ARC) in the area between the front Lot line and the paved surface of the roadway adjacent thereto. Following installation such sidewalk shall be maintained by Owner at Owner’s expense.

**ARTICLE 10
USE RESTRICTIONS**

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

10.1 **Residential Use.** No Lot shall be used for anything other than residential purposes and in accordance with the LDC and other applicable zoning and governmental land use regulations and this Declaration.

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

10.3 **Garages and Outbuildings.** All garages shall be private garages with a capacity for at least one (1) and no more than three (3) passenger vehicles.

10.4 **Gutters.** Roof gutters shall be installed on the overhangs of each residence as per standards set forth by the ARC; and the gutters shall be properly maintained by each Lot Owner to assure drainage from the gutters directly into the side yard drainage easement between each Lot, as said drainage easement is further depicted on the Plat.

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

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

(a) Parking of a Vehicle (as defined in this Section) anywhere on a Lot that is not inside an enclosed garage is strictly prohibited; provided however, if an Owner’s Vehicle is too large to fit inside an enclosed garage, then upon written submission of an ARC application and written approval from the ARC, the Owner’s Vehicle may be parked on the portion of the driveway on the Owner’s Lot.

(b) Parking of Vehicles on any street within the Property is strictly prohibited; provided however, (i) Vehicles belonging to visitors and guests of any Lot Owner may be parked on the portion of the street directly adjacent to the Owner’s Lot, if permitted by applicable law, for a maximum period of twenty-four (24) hours (or, if insufficient space exists on the street directly adjacent to the Owner’s Lot, then such Vehicles may be parked elsewhere on the street so long as such Vehicles do not obstruct access to the street, driveways, or mailboxes) and (ii) parking shall be permitted on streets where parking spaces have been approved by applicable governmental authorities and identified by striping on the pavement.

(c) Parking of any inoperable Vehicle anywhere on a Lot that is not inside an enclosed garage is strictly prohibited. Parking of any inoperable Vehicle on a street within the Property is strictly prohibited. No part of a Vehicle may be parked over, upon, or on top of any portion of a sidewalk because such parking may impede use of the sidewalks, particularly by pedestrians with disabilities.

(d) No automobile, truck, motorcycle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, all-terrain vehicle, boat trailer, golf cart or any other similar equipment or motor vehicle of any kind (collectively, “Vehicles,” and individually, a “Vehicle”) shall be parked, kept, or maintained on the Common Area. Vehicles with a gross vehicle weight rating exceeding 14,500 pounds and designated in a Class 5 or above, and commercial Vehicles are prohibited on the Property unless (i) parked in an enclosed garage on a Lot, (ii) owned by an Owner or tenant and parked on a driveway of such Owner’s or tenant’s Lot for no more than seven (7) individual days during any consecutive six (6) month period of time or (iii) owned by any guest or invitee of any Owner or tenant and parked on the driveway of such Owner’s or tenant’s Lot only during such time as the guest or invitee is visiting the Owner or tenant, but in no event shall such a motor Vehicle be parked on a Lot for more than seven (7) days individual during any consecutive six (6) month period of time.

(e) Overnight parking of any Vehicle on the street may be subject to towing. For purposes hereof, the phrase “overnight parking” shall mean parking of any Vehicle from 9:00 PM EST to 6:00 AM EST the following day.

(f) The provisions of this Section shall not apply to: (i) Vehicles that are exempt from this Section under applicable law; (ii) Vehicles of the Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon, within, or about the Property; and (iii) Vehicles used by the Association in
repairing, maintaining and replacing the Common Areas and all Improvements thereon, or in performing all other rights, duties and obligations of the Association under this Declaration.

10.7 Other Vehicles. No trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to occupants of Lots, or being used by occupants of Lots for loading and unloading purposes only. This provision applies to trucks and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners or other appropriate occupants of a Lot having a van or pickup truck for personal transportation purposes only, and not for commercial use, may park such vehicle on the driveway of their Lot, but no Lot may have more than one such vehicle regularly parked in the driveway. No vehicle shall be permitted for overnight parking in the Property streets and street right of ways, and the Association has the right to remove and tow, at the owner’s expense, any vehicle which violates the provisions of this Section 10.7 or any other rule, regulation, standard, specification or the like, promulgated by the Board or the ARC regarding vehicles and parking in the Subdivision. The Board and the ARC may adopt rules, regulations, guidelines, standards, specifications, and the like, which are more stringent regarding permitted vehicles and parking restrictions in the Subdivision. Each Owner shall comply, and shall cause the Owner’s family, guests, tenants, and invitees to comply, with the restrictions and covenants, as well as all rules, regulations, standards, guidelines, specifications, and the like, set forth in this Declaration, and any amendments hereto, applicable to such Owner’s Lot, as well as parking in the Subdivision streets and right of ways.

10.8 Animals and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except not more than three (3) household pets per Lot may be kept; provided however, no more than two (2) pets may be dogs at all times, and provided further no pets shall be kept, bred, or maintained for any commercial purposes. Dogs kept in the Southern Neighborhood shall not exceed thirty five (35) pounds upon full maturity. Dogs kept in the Northern Neighborhood shall not exceed eighty five (85) pounds upon full maturity. No Owner shall maintain within the Community either any dog that has been deemed a “Dangerous dog” pursuant to Section 767.11, Florida Statutes, or any dogs with lineage, whether in whole or in part, that contains one or more of the following breeds: Rottweiler, Doberman Pinscher, Pit Bull, German Shepherd, or Boxer. No other animals, livestock, reptiles, or poultry shall be kept, raised, bred or maintained on any portion of the Subdivision. Permitted pets shall be kept only subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board, and unless otherwise provided by the Board, shall be kept on a leash and accompanied by its owner except when within a fenced or other enclosed area, and further provided, while outside, such dogs and permitted pets shall not be permitted to bark or otherwise become a nuisance or annoyance to a neighbor. For the purposes of this Section 10.8 invisible electronic fences are not deemed to be fences in compliance herewith. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance, may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet. Any pet in violation of this Section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including but not limited to, the removal of the pet from the Subdivision if the pet has attacked or bitten a
person or other person's pet. Pet owners are responsible for cleaning up any mess created by their pets within the Subdivision. Excrement which is not picked up shall be deemed a nuisance hereunder. All pet owners are responsible for the actions of their pets, and each pet owner agrees to indemnify the Association and the Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Subdivision. The Board may adopt rules and regulations, including any standards, specifications, guidelines, or the like, which are more restrictive than the provisions of this Declaration.

Failure of any Owner to fully comply with the provisions of this Article 10 shall result in fines of Fifty Dollars ($50.00) per diem for each day of noncompliance.

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

10.10 Miscellaneous Visual Restrictions.

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

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

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

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

(e) Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one week after an Owner or tenant first moves into a dwelling or when permanent window treatments are being cleaned or repaired.
(f) All solar heating and other alternative energy resource systems shall be so installed and maintained as not to be visible from the street upon which the dwelling fronts, unless specifically otherwise authorized by the ARC. It is the intent hereof not to prohibit the use of renewable energy sources, but rather to direct that same be so designed, installed and maintained as to minimize visibility from the street in front of the dwelling.

10.11 Fences. No fence of any kind (vertical or underground electric) shall be erected or maintained upon any Lot until the plans and specifications therefor have been approved in writing by the ARC. Underground electric fences will not be permitted in the front yard of any Lot. It shall be a condition of approval of any fence that the bottom of all fences along or within any drainage easements shall be elevated above ground to allow for the free flow of drainage.

10.12 Yards and Drives. Yards shall be sodded with natural grass at the time of original construction of Improvements, and lawns shall thereafter be maintained in good condition and replaced as may be necessary. Gravel or stone yards are prohibited. All driveways, walks, and parking areas must first be approved in writing by the ARC, and must be constructed of either concrete, Stampcrete, Bomanite, paver bricks, or other comparable material approved in writing by the ARC. Poly-pebbled driveways are prohibited. This Subdivision has been developed using standards of the Florida Green Building Coalition. This Declaration does not prohibit xeriscape or “Florida-Friendly” landscaping; provided however, all such landscaping must be approved in writing by the ARC.

10.13 Environmental Provisions.

(a) No tree with a diameter of four (4) inches or more measured at the height of four feet above grade shall be removed, unless the removal of same is necessary for the erection and maintenance of structures and outbuildings permitted hereby, or driveways or walkways providing access thereto, unless such tree is diseased, except with the consent of the ARC. No tree within any tree preservation area created within the Subdivision shall be removed except as permitted by such tree preservation easement.

(b) Compliance with SWFWMD. Each Owner is hereby notified that the Initial Property within the Subdivision is subject to the requirements of Surface Water Management Permit(s) issued by SWFWMD. Each property Owner within the subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system, pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No construction activities may be conducted relative to any portion of the surface water management system facilities without the prior approval of the Association and SWFWMD pursuant to Chapter 40D-4, F.A.C. The term “surface water management system facilities” is hereby defined to include, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The surface water management system facilities shall be located on land designated as Common Areas on the plat for Watercolor Place Phase I, land over which the Association has an easement in its favor for operation, control and maintenance of the surface water management system facilities, or on land dedicated to and controlled by the Association as set forth on the plat for Watercolor Place Phase I. Prohibited
activities include, but are not limited to: the removal of littoral shelf vegetation (including cattails) from wet detention ponds, digging or excavation; depositing fill, debris or any other material or item; constructing or altering and water control structure; or any other construction to modify the surface water management system facilities. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. SWFWMD shall have the right to take enforcement actions to enforce the terms hereof and Chapter 40D-4, F.A.C., including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. In the event the Association is dissolved or otherwise fails to maintain the surface water management system facilities in accordance with the applicable permits and regulations, SWFWMD, upon reasonable notice and hearing, may enter the Common Property for the purpose of maintaining same. The cost of such maintenance by the SWFWMD shall be assessed pro-rated against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefrom to the SWFWMD, and if unpaid at the end of such period shall become a lien on the Lots. Alternatively, at the option of the SWFWMD, and subject to the limitations provided for herein, if the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h, of the District Basis of Review “Environmental Resource Permit Applications Within the SWFWMD.” Notwithstanding any other provision in this Declaration to the contrary, neither this Section nor any provision of this Declaration affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities may be amended without the prior written consent of SWFWMD.

(c) Sedimentation and erosion control measures will be in compliance with Section 801.3(W) of the LDC. To prevent sedimentary runoff during construction, staked hay bales, staked silt screens or inlet debris control screens are to be placed at storm inlets, outfall locations and adjacent property lines as required prior to any construction activities. The contractor is responsible for maintaining the sedimentation barriers in a working manner for the duration of construction and should be checked daily. Siltation accumulations greater than the lesser of 12 inches or one-half of the depth of the sedimentation barrier shall be immediately removed and replaced in upland areas. In addition to specified erosion control locations, the contractor shall perform daily site inspections for potential erosion problems. If problems occur, the contractor is responsible for installing appropriate erosion control immediately. The contractor is responsible for removing temporary erosion control devices following completion of all construction and final stabilization.

(d) The Association shall maintain the surface water management system for the Subdivision (including any periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of the County, SWFWMD, and other governmental authorities with jurisdiction over the Subdivision property.

(e) The Association shall provide all stormwater and hydro period monitoring data collection and reporting required by the County, SWFWMD, or other governmental authorities with jurisdiction over the Subdivision property.
(f) Nothing set forth herein this Article or the Declaration shall be construed to abrogate the Association's responsibility hereunder to operate and maintain the surface water management system of the Property in compliance with all applicable regulations of the County, SWFWMD, and other governmental authorities with jurisdiction over the Subdivision property.

(g) No fishing shall be permitted within any of the lakes within the Property.

(h) No owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the Subdivision, unless prior approval is received from SWFWMD, Sarasota Regulation Department.

(i) Each Owner of a Lot within the Subdivision at the time of constructions of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD.

(j) The five foot (5') area immediately abutting all wetlands, which wetlands were determined by SWFWMD, shall be contained in an easement (5’ secondary impact planted easement) to the benefit of the Association in perpetuity. The easement shall be physically marked with signage. No fertilizer shall be placed within the rear lot slope of each lot including this easement. Individuals are not permitted to impact this five foot area of the adjacent wetlands. In the event a correction needs to be made to return the five foot (5’) secondary impact planted easement area to its original state as a result of an individual’s impact, the Association reserves the right to enter onto the property, correct the condition, and seek reimbursement and/or remuneration from the abutting Lot Owner. The Association reserves the rights it enjoys to seek collection of such costs, including but not limited to special assessments and/or filing a lien against any Lot Owners.

(k) SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

(l) Any amendment to the Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of SWFWMD.

10.14 Swimming Pools. No above-ground swimming pools are permitted within the Subdivision. This provision does not prohibit hot tubs, therapy pools or hydro-spas when they are incorporated into Improvements and approved in writing by the ARC. The ARC may approve pools incorporated into Improvements even though such pools may be above grade. All pools shall be enclosed and constructed to comply with applicable regulations and standards of governments having jurisdiction. All pools, enclosures, screening and caging shall be subject to Architectural Review.
10.15 Utility Easements. Easements for installation, maintenance, repair and replacement of utilities and drainage facilities are reserved and established as reflected on the recorded Plat of the Subdivision. Also, a ten (10) foot minimum utility easement will be located along all front Lot lines. Within those easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction, obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained by the Owner thereof except for those Improvements and facilities for which the Association, or a public authority or utility company is responsible.

10.16 Pool Cage Restrictions. Any pool cages or other screened cages upon any Lot shall not exceed the height of the home and shall utilize materials and colors as approved in writing by the ARC.

10.17 Trash. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lot or Property except in closed dumpsters or other sanitary garbage collection facilities. All dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the surrounding areas, Lots, Units, the general public. Garbage sacks bins, recyclable bins, or private trash containers required to be placed near any street for collection purposes shall not be placed outside of any Lot for more than twenty-four (24) hours before the scheduled collection times and shall be returned the same day after collection. All garbage, trash, refuse or rubbish must be kept in containers: trash bags are not permitted unless stored within a container.

10.18 Intentionally Deleted.

10.19 Prohibition Against Further Subdivision. Except as provided for herein, the Lots shall not be further subdivided, but lot lines may be reconfigured without the requirement for re-platting. The prohibition against re-subdivision of any Lot shall not prevent the conveyance of portions of a Lot to the Owner of a contiguous Lot to the end that platted Lot lines may be reconfigured. Upon any such conveyance, the parcel so created shall be deemed a "Lot" subject to the provisions hereof; as though originally platted as such. Where said Lots are combined and reconfigured as set forth herein, the outside boundaries of the building site (which building site is the newly configured Lot) shall automatically carry the reconfigured side Lot Line Easements (and any previously identified Lot Line Easements shall be then automatically released), as set forth and reserved on the Plat, for the purpose of accommodating surface and underground utilities and drainage; and further provided, the Owner of the reconfigured Lot shall be solely responsible for reimbursement to the utility for any and all costs of relocating any existing facilities affected by the reconfiguration of the Lot. The Declarant reserves the right to replat any one or more Lots to create a modified Lot or Lots, and/or to combine Lots by reconfiguration as set forth herein without replatting and to convey such combined Lots with reconfigured boundaries all as set forth herein.

10.20. Wetlands, Wetland Buffers. The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Wetlands, Wetland Buffers without the prior consent of the County; provided however, all construction, activities and use of the
Conservation Easement consistent with the approved Preliminary and Final Site Plans and Construction Drawings for the Property shall be permitted uses of the Conservation Easement area without further consent by the County:

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

(b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.

(c) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.

(d) Removal, mowing, or trimming of trees, shrubs or other vegetation, except for permitted maintenance.

(e) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.

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

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

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

(i) Application of fertilizers, pesticides, or herbicides.

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

(a) Individual, ornamental house number and name plates may be displayed provided their size, color, design, and location are approved in writing by the ARC. Either the Declarant or the ARC may require the use of standard house number and name signage.

(b) During the course of construction of a home on a Lot, a construction sign not exceeding four square feet identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon issuance of a Certificate of Occupancy by the County for the home.

(c) Other signs may be displayed if such signs are approved in writing by the Declarant as to size, design, location and content.

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

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

10.24 **Sales Office of Authorized Builder.** Notwithstanding anything in this Declaration to the contrary, Authorized Builder may construct and maintain a sales office, together with a sign or signs relating thereto, on Lots or a Lot of its choosing until such time as all of the Lots have been sold by the Declarant. Authorized Builder’s sales office shall not be required to undergo architectural review. Authorized Builder may maintain a garage sales office consisting of a garage with French doors facing the street, or such other sales office as Authorized Builder deems appropriate but in the Declarant’s sole discretion. In addition, Authorized Builder may place sales and other promotional signs on the entrance and Common Property as Authorized Builder may choose, until such time as all of the Lots have been sold by the Declarant.

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

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

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

10.28 **Docks.** No boat docks, common boat dock or boat ramps are permitted within this development, and no boats, canoes, electric boats or watercraft of any nature or type shall be permitted on or within any of the Property or any lakes constructed thereon.

10.29 **Leases/Rentals.** No portion of a Lot or Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor/landlord upon default by lessee/tenant in observing any of the provisions of this Declaration, as same may be amended, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or
instrument governing the Subdivision or administered by the Association. The leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association. No Unit or Lot may be leased/rented for a term of less than six (6) consecutive months, nor more than twice per year, without (i) approval of the ARC, which may be granted, withheld, or conditioned at its sole and absolute discretion, or (ii) specific written approval by the Declarant (which may be granted, withheld, or conditioned at its sole and absolute discretion); provided however, the provisions set forth herein shall not apply to the Declarant’s leasing of any Unit or Lot owned by Declarant.

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

Owners of Lots and residential Units within the Community are strictly prohibited from advertising, marketing, and operating their Lots and residential Units for purposes of short term transient lodging, and/or vacation rental use, and to provide access to Common Areas within the Community (e.g. Air BnB.com, VRBO.com) ("Transient Housing Activities").

10.30 Awnings. No awnings are permitted on any structures within the Lots unless approved in writing by the ARC.

10.31 Play Equipment. Play equipment, basketball backboards, and/or hoops, whether permanently installed or temporary/portable, “tot lots,” and/or similar structures are strictly prohibited on any Lot unless first approved in writing by the ARC.

10.32 Decks. No decks shall be permitted unless approved in writing by the ARC.

10.33 Screened Porches. All screened porches shall be approved in writing by the ARC.

10.34 Storm Shutters. Storm shutters may only be placed on a structure once a Storm Warning is issued by the appropriate governmental authority and shall not remain on the structure for more than seven (7) day after the storm event; provided however, clear storm shutters may remain on the structures for a reasonable period of time while the Lot Owner(s) is not present.
10.35 **Florida Green Building Coalition.** All Owners must adhere to the program standards of the Florida Green Building Coalition ("FGBC") for new single family homes. Additionally, all owners must apply these standards to any new landscaping or home improvement project conducted on their Lot, and shall maintain and manage their Lot and Unit in a manner that conserves and preserves natural resources.

10.36 Intentionally Deleted.

10.37 **No Mining or Exploration.** No Owner shall permit or consent to any mining or exploration for oil, gas, minerals or the like on, within or under any Lot.

10.38 **Buffer Areas.**

As consideration for relying upon the plat in purchasing Owner’s Lot, Members understand and agree that the Declarant (or the Declarant’s predecessor in title) may, at the Declarant’s (or the Declarant’s predecessor in title) sole expense, pursue administrative relief from Manatee County in order to reduce the wetland buffer and/or Wetlands, Wetland Buffers areas (collectively “Buffer Areas”) previously required by Manatee County in certain areas of the Watercolor Place I project as a condition of development/plat approvals. These Buffer Areas lie outside the boundaries of the lot that is the subject of this Purchase Contract ("Subject Lot"), but may lie adjacent to the Subject Lot. If such relief were to be granted, Members understand and agree that such Buffer Areas previously designated to remain in natural state may be reduced, replatted, vacated, returned to the Declarant and/or utilized for other purposes. Members consent to the Declarant’s (or the Declarant’s predecessor in title) pursuit of such relief, and agrees not to object to same in any format, and disclaims any ownership, property rights, or equitable rights related to the Buffer Areas.

Members understand that the Declarant (or the Declarant’s predecessor in title) may also institute a legal proceeding in Circuit Court regarding the imposition by Manatee County of the Buffer Areas as a condition of development/plat approvals. If such a legal challenge, made solely at the Declarant’s (or the Declarant’s predecessor in title) expense, is successful, the Court may award monetary compensation as a result of the County’s Buffer Areas imposition. In the event such an award is made, Members and the Declarant (or the Declarant’s predecessor in title) agree that the entirety of said Court award will be the sole property of the Declarant (or the Declarant’s predecessor in title), since the price of the Subject Lot has been set and agreed upon, with the County-imposed Buffer Areas being excluded from the lot area of the Subject Lot.

The provisions of this section of the Declaration shall explicitly run with the land. If either party is required to pursue legal action in order to enforce the provisions of this Section of the Declaration, the prevailing party shall be entitled to be reimbursed its reasonable attorneys’ fees and court costs from the nonprevailing party, including any related costs thereto for appeals.
ARTICLE 11
COMPLIANCE WITH THE LDC

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

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

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

11.3 Disturbance of Common Property. No portion of the Common Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and Improvement, without the prior written approval of both the Association and the director of the County Building and Development Services Department, or such successor agency as may assume the duties of that department.

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

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

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

(a) Attached hereto as Exhibit “G” is a Fiscal Program for the Association for a period of ten (10) years. The Fiscal Program reflects reserve funds estimated to be adequate for the
maintenance and care of the Common Property under the ownership or control of the Association. The Fiscal Program is in part based upon the assumption that the Association will follow the maintenance program described below.

(b) There is attached hereto as Exhibit “H” a Maintenance Program providing a recommended program for the maintenance of all major facilities to be maintained by the Association.

(c) There is attached hereto as Exhibit “D” a proposed Notice to Buyer that will be given to prospective buyers regarding the flood zone determinations, organization of the Association, Assessments and the Fiscal Program. The project site lies in Zones X, A, and AE as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRMs) Panels #12081C0190E, #12081C0195E, #12081C0327E and #12081C0331E effective March 17, 2014.

(d) There is attached hereto as Exhibit “E” a List of Holdings of the Initial Property subject to the Plat.

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

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

**ARTICLE 12**

**GENERAL PROVISIONS**

12.1 Enforcement. Subject to the provisions set forth below, the Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessments and Assessment liens, the Association, on determination of the Board, shall have the exclusive
right to the enforcement thereof. Notwithstanding anything to the contrary herein this Declaration, no enforcement proceedings may be maintained by the Owners of fewer than fifteen (15) Lots, and further provided, no enforcement proceedings by Lot Owners may be brought, exclusive of a proceeding by the Association, unless and until the provisions of Article 12.13 have been fully satisfied as a condition precedent to the bringing of the enforcement proceeding. Failure of the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

12.3 Covenants. The covenants, conditions, restrictions, easements and terms of this Declaration shall run with the land, bind all the property subject hereto and inure to the benefit of and be enforceable as provided above, for a term of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Lots and institutional mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages and held by institutional mortgagees has been recorded at least one (1) year prior to end of any such period, agreeing to terminate this Declaration. In such event, this Declaration shall be terminated upon the expiration of the fifty (50) year term or applicable ten (10) year extension during which such instrument was recorded.

12.4 Construction. This Declaration shall be liberally construed to give effect to its purpose of creating a plan for a residential community and development planned and for the maintenance of the Common Property and those portions of the Lots herein required to be maintained by the Association. The Declarant reserves the right to amend the site plans for the Subdivision, re-plat the Subdivision, change the number, type, location and size of Lots and the architectural style and design of Improvements to be constructed thereon, and to amend this Declaration to effectuate the above and any other change or amendment deemed reasonable by the Declarant; and any such amendment or change shall be deemed reasonable by the Owners and shall not be deemed to change the general scheme of the residential development planned, provided all such aforementioned revisions and amendments are deemed within the general scheme of a residential development. The Declarant, and any Approved Builder, including their agents, employees and sales agents, make no representation as to (i) changing market conditions which may affect future sales prices of the Lots, or (ii) the general scheme, layout, dimensions, architectural style, design or plan of the Subdivision, other than that it is a residential development. Article and Section headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. This Declaration shall be construed under the laws of Florida, and shall not be construed more strongly against any party regardless of the extent to which any party may have participated in the drafting of the Declaration or any amendment thereto. Whenever the context of this Declaration, the Articles or By-Laws require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

12.5 Approval of Association Lawsuits. Notwithstanding anything herein contained to the contrary, the Board shall be required, at a duly called meeting of the Members at which a quorum is present, to obtain the approval of the Owners of three-fourths (3/4) of all of the Lots in the
Subdivision prior to the payment of legal or other fees or costs to persons or entities engaged by the Association for the purpose of suing or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) The collection of Assessments and foreclosure of liens for Assessments;

(b) The collection of other charges which Owners are obligated to pay pursuant to this Declaration, the Articles or By-Laws;

(c) In an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Property or to the Owner(s) (the imminent expiration of a statute of limitation shall not be deemed an emergency obviating the need for the requisite vote);

(d) Filing a compulsory counter claim; or

(e) At any time prior to the Turnover Date, any Lot, Member, or Owner does not comply with the terms of the Declaration, and either:

(i) less than three (3) Members volunteer and qualify for appointment by the Board to form a fine and suspension committee; or

(ii) the Board is prevented for any reason from forming a fine and suspension committee in accordance with Section 720.305, Florida Statutes, and Article 12.14 of the Declaration, as amended from time to time; or

(iii) a fine and suspension committee is prevented for any reason from conducting hearings in accordance with Section 720.305, Florida Statutes, and Article 12.14 of the Declaration, as amended from time to time.

Further, prior to filing the lawsuit, it shall be a material condition precedent to the institution of any lawsuit that: (i) the party or parties bringing same shall have first given written notice to the Declarant or other party against whom relief or recovery is sought (the “Defendant”) of the specific matter complained of and what action steps are necessary to cure or correct same, and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable matter(s) and the time necessary to correct same) in which to cure or correct the applicable matters, and (iii) if the Defendant does not cure same as provided for herein, then the Association may file the lawsuit without holding a meeting of the Members to reasonably consider its Attorney Statement Letter. The Attorney Statement Letter shall be a letter obtained by the Association from its legal counsel, which letter opines as to the following: (a) the likelihood for success by the Association of the lawsuit and all matters contained therein, and (b) the total cost of litigation (and all matters related thereto) and how the imposition of Assessments by the Association to pay for such cost of litigation will affect each Lot Owner.

12.6 Amendments. This Declaration may be amended only in accordance with this Section.
(a) Prior to the Turnover Date, the Declarant reserves the right to amend this Declaration, the Articles and By-Laws in any reasonable manner whatsoever, without the requirement of Association consent or the consent of any other Owner or the mortgagee of any Lot, so long as such amendments do not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size and quality of the Common Property. The right of the Declarant to amend as herein set forth shall prevail, anything else contained herein to the contrary notwithstanding.

(b) This Declaration may be amended at any time by the affirmative vote of Members owning two-thirds (2/3) of all Lots in the Subdivision together with the approval or ratification of a majority of the entire Board. Provided, however, that at any time by a majority vote of the Members of the Association, this Declaration may be amended where necessary to comply with regulations of the Veterans' Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or other similar governmental agency. Provided further, no amendment shall be made that is in conflict with Section 11.8 or Section 12.8. and any amendment to Section 12.5 shall require the approval of the Owners of eighty percent (80%) of all Lots in the Subdivision. Anything contained in this Subsection to the contrary notwithstanding, no amendment adopted by the Members pursuant hereto shall be effective prior to the Turnover Date, except with the written consent of the Declarant.

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

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

(e) Notwithstanding the foregoing: (i) no amendment materially and adversely affecting the rights or interests of the Declarant as set forth herein shall be effective without the written consent of the Declarant; (ii) no amendment materially and adversely affecting the rights or interests of the Water Company as set forth herein shall be effective without the written consent of the Water Company. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

12.7 Reasonable Attorneys' Fees and Costs. If any party institutes against another party any Proceeding(s) (as defined in this Section) to enforce or interpret any provisions of this Declaration, or to recover damages by reason of any alleged breach of any provision(s) of this Declaration, or to obtain any other judicial or quasi-judicial remedy, then the Prevailing Party (as defined in this Section) in the Proceeding(s) shall have the right to and be entitled to recover from the non-prevailing party all of its bond costs, court costs, duplicating costs, expert witness fees and costs,
invention costs, postage, printing costs, reasonable attorneys’ fees (regardless of the type of fee arrangement structure), and any other disbursements or expenses, whether paid or accruing, to arise from the Proceeding(s) and to arise from any subsequent Proceeding(s) instituted by any party against another party to establish the reasonableness of the amounts sought, whether paid or accruing, from the previous Proceeding(s). For purposes of this Article 12.7, the term “Prevailing Party” is defined as the party named in a Proceeding(s) (as defined herein) who is awarded by an arbitrator, court, magistrate, mediator, or other trier of fact, a final judgment of substantial relief on the significant issue(s) presented in a Proceeding(s), including without limitation, the termination of any Proceeding(s) by voluntary dismissal, whether with or without prejudice. For purposes of this this Article 12.7, the term “Proceeding” is defined as any completed, pending, or threatened, alternate dispute resolution process, appeal, arbitration, cause of action, claim, counterclaim, declaratory action, defense, government inquiry or investigation, issue, hearing, lawsuit, litigation, matter, mediation, subpoena, or any other judicial or quasi-judicial proceeding, whether formal or informal, and in each case administrative, arbitrative, civil, criminal, or investigative. If the Association is not a prevailing party in such Proceeding, then the amounts of such attorney’s fees and costs charged to and owed by the Association shall be collected from its Members as a Special Assessment with respect to all Lots within the Property.

12.8 The Declarant’s Provisions.

(a) The Declarant for itself, and its designees, further reserves the right to erect temporary structures for use in its development business and otherwise to establish and use any part of the Initial Property covered hereby for the development, construction, marketing, promotion and sale of Lots and Improvements thereto. So long as the Declarant owns any Lot of record in the Subdivision, it may (i) establish licenses, reservations, easements and rights-of-way in favor of itself, suppliers of utility and similar services, and other public or private authorities as may from time to time be reasonably consistent with use of the Subdivision for residential purposes, and (ii) retain the right to further license, sell or transfer its rights to third parties for consideration, including, but not limited to, the right to collect fees, royalties, commissions, and other residual and financial benefits in connection therewith. In any instance where a structure has been erected upon a Lot, or the construction thereof is substantially advanced in a manner that violates the restrictions of this Declaration or in such a manner that same encroaches on any Lot line, Lot Line Easement, easement area as shown on the Plat or set forth herein or setback, the Declarant reserves the right to release the Lot from the restriction and to grant an exception or variance to permit the encroachment by the structure so long as the Declarant, in the exercise of its sole discretion, determines that the release, waiver, variance or exception will not materially and adversely affect the appearance of the Subdivision. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and/or common facilities and shall be entitled to all income derived therefrom.

(b) The Declarant hereby reserves easements for the benefit of the Declarant, its employees, subcontractors, successors, and assigns, in, on, under, through, across or over the Subdivision’s Common Property, and the front, side, and rear yards of all Lots within the Subdivision, as may be expedient or necessary, for the purpose of ingress/egress, installing any of its equipment, inspection or maintenance related matters, connecting any water, sewer or effluent water lines within the Subdivision to additional properties, or any other matter as the Declarant determines in
its sole and absolute discretion as necessary to carry out the goals and rights of the Declarant as set forth herein this Declaration. The easements herein described shall be perpetual and at all times inure to the benefit of and be binding upon the undersigned, all of their grantees and respective heirs, successors, personal representatives, and assigns.

(c) Notwithstanding the provisions of Section 12.6 there shall be no amendment to this Declaration which shall abridge, impair, prejudice, amend or alter the rights, privileges or priorities of the Declarant without the prior written consent thereto by the Declarant for so long as the Declarant holds at least one (1) Lot for sale in the ordinary course of business.

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

12.9 Assignment by the Declarant. The Declarant’s rights hereunder may be assigned to any successor to all or any part of the Declarant’s interest in the Subdivision by express assignment incorporated in a deed or by separate instrument. The Declarant may designate in writing one or more successor developers as to portions of the Subdivision, which instrument shall detail the extent and nature of the rights of the Declarant assigned thereby. After any such assignment is recorded among the Public Records, the assignee shall stand in the place of the Declarant as fully as if it had originally been the Declarant hereunder to the extent of the assignment described therein.

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

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

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

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

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

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

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

12.13 Dispute. Notwithstanding anything to the contrary in this Declaration, in the event there is
any dispute as to whether the use of the property complies with the covenants and restrictions
contained in this Declaration, such dispute shall be referred to the Board, and the determination
rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.
In the event Lot Owners seek to bring enforcement proceedings at law or in equity regarding the
Declaration, restrictions, conditions, covenants, reservations, liens and charges now or hereafter
imposed by the provisions of this Declaration or any amendment hereto, including the right to
prevent the violation of any such provisions and the right to recover damages for such violations
(except for enforcement of Assessments per Article 12.1), then as a condition precedent to the
filing of such suit or proceeding at law or in equity, the Lot Owners shall refer the matter to the
Board for a final determination before filing a suit or claim at law or in equity.

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

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(a) **Notice.** The Association shall afford an opportunity for hearing to the Owner, after notice of not less than fourteen (14) days or such longer period as may be required by law. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters constituting the alleged violation. The hearing shall be before a committee of at least three (3) members appointed by the Board who are (i) not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee; (ii) not more than thirty (30) days delinquent in paying any Assessment to the Association; and (iii) not in violation of the Declaration. Notwithstanding anything to the contrary herein, in the event the Association, in its reasonable discretion, deems the violation of the Declaration, including all rules, regulations, standards, specifications, guidelines and the like, to be an emergency, such as, but not limited to, a violation of the Association’s vehicle and parking restrictions, then the Association may declare the violation an emergency and follow the procedures set forth in Section 7.5(a), above, to immediately cure the violation without further notice, and any and all costs or expenses incurred by the Association in curing the violation shall become a Special Assessment against the Owner’s Lot. All vehicle and parking violations within the Subdivision shall be deemed emergency circumstances, and the Board shall be authorized to immediately remove and tow the offending vehicle at the owner’s expense.

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

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

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

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

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

12.15 **Notice as to On-Site and Off-Site Activities.** ALL OWNERS, OCCUPANTS, AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT AND OTHERS, WHETHER RELATED OR UNRELATED, MAY FROM TIME TO TIME CONDUCT DEVELOPMENT, CONSTRUCTION, RANCHING, FARMING, AGRICULTURAL, MINING, BLASTING, PLANT OPERATION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL SUBDIVISION, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE PROPERTIES. SUCH
ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES), BLASTING, KEEPING OF LIVE STOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PORTIONS OF THE PROPERTY OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTIES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO THE DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTIES.

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

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES OF THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.
ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, SNAKES, MICE AND OTHER WILDLIFE (AS DEFINED IN ARTICLE 4.5) MAY INHABIT OR ENTER INTO WATER BODIES, LOTS OR DWELLING UNITS WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY OF, OR TO PROVIDE SUPERVISORY PERSONNEL FOR ANY LAKE, RECREATION AREA, NATURE AREA OR ANY OTHER COMPONENT OF THE COMMON AREAS OR THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. ANY OWNER OR INDIVIDUAL USING SUCH AREAS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY FOR HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS, TENANTS, AND GUESTS, AGREES TO INDEMNIFY AND HOLD THE LISTED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING FROM SUCH USE.

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

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

THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR OR MAKE ANY GUARANTY OR WARRANTY WITH REGARD TO THE NATURAL GROWTH OF ANY TREES OR OTHER LANDSCAPING INSTALLED ON THE PROPERTY AND FOR ANY IMPACT THAT SUCH GROWTH MAY IMPART ON SIDEWALKS, UTILITIES, FOUNDATIONS OR OTHER IMPROVEMENTS CONSTRUCTED ON THE LOTS.

LANDS WITHIN THE STATE OF FLORIDA, INCLUDING WATERCOLOR PLACE PHASE I, HAVE HISTORICALLY BEEN WIDELY USED FOR AGRICULTURAL PURPOSES AND CONTINUE TO BE USED FOR SUCH PURPOSES. ALL OR PART OF THE PROPERTY ON WHICH THE SUBDIVISION IS BEING DEVELOPED IS KNOWN TO HAVE BEEN USED AT SOME TIME FOR AGRICULTURAL PURPOSES, WHICH, IN ALMOST ALL CASES, WOULD HAVE INVOLVED THE USE OF SOME FORMS OF PESTICIDES, HERBICIDES, FERTILIZERS OR OTHER AGRICULTURAL AGENTS. REMNANTS OF THESE COMPOUNDS AND THEIR DERIVATIVES, INCLUDING, WITHOUT LIMITATION, PHOSPHATES, NITRATES, NITRITES, ARSENIC, CHROMIUM, LEAD AND PESTICIDES CAN BE PRESENT IN THE SOIL AND WATER WITHIN FORMER AGRICULTURAL AREAS AND EXPOSURE TO THESE AGENTS MAY PRESENT POTENTIAL HEALTH RISKS. EXPOSURE TO THESE AGENTS MAY OCCUR THROUGH CONTACT WITH THE SOIL AND GROUNDWATER. NO GROUND DISTURBANCE, DIGGING OR EXCAVATION OF EIGHTEEN INCHES OR MORE DEEP SHALL BE PERMITTED ON A LOT OR ANYWHERE WITHIN THE SUBDIVISION PROPERTY WITHOUT PRIOR APPROVAL OF THE ARC AND SAME SHALL BE CONDUCTED IN CONFORMITY WITH ALL ARC RULES REGARDING DIGGING AND EXCAVATION. ALL PERSONS, BUT ESPECIALLY INFANTS, CHILDREN, AND WOMEN WHO ARE PREGNANT OR MAY BECOME PREGNANT, SHOULD NOT BE EXPOSED TO SOIL OR WATER OF UNKNOWN CONTENT.

LANDS NEARBY OR WITHIN SIGHT OR SOUND OF THE SUBDIVISION MAY BE USED FOR AGRICULTURAL AND OTHER NON-RESIDENTIAL PURPOSES, INCLUDING, WITHOUT LIMITATION, DEVELOPMENT, CONSTRUCTION, TRANSPORTATION, RANCHING, FARMING, AGRICULTURE, MINING, BLASTING, PLANT OPERATION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL SUBDIVISION. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES), BLASTING, KEEPING OF LIVE STOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

12.17 Express Disclaimer of Warranty. EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED OF CONVEYANCE AND ANY SPECIFIC WRITTEN WARRANTIES DELIVERED AT CLOSING, NO WARRANTIES, EXPRESSED OR IMPLIED,
REPRESENTATIONS, UNDERSTANDINGS, GUARANTIES OR PROMISES HAVE BEEN MADE TO OR SHALL BE RELIED UPON BY ANY LOT OWNER, HIS AGENTS, HEIRS, REPRESENTATIVES OR ASSIGNS (OR ANY MORTGAGEE OR ITS ASSIGNS HOLDING A SECURITY INSTRUMENT FOR ANY LOT IN THE SUBDIVISION) PURCHASING A LOT IN THE SUBDIVISION OR UNDER THE TERMS OF THIS AGREEMENT; AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, AND ALL WARRANTIES IMPOSED BY STATUTE AND CASE LAW (EXCEPT TO THE EXTENT THEY CANNOT BE DISCLAIMED) ARE HEREBY DISCLAIMED. AS TO ANY IMPLIED WARRANTIES WHICH CANNOT BE DISCLAIMED EITHER IN WHOLE OR IN PART, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE DISCLAIMED AND AFFIRMATIVELY WAIVED, AND THE DECLARANT AND/OR DEVELOPER SHALL HAVE NO RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, OR EMOTIONAL DISTRESS. THE DECLARANT AND DEVELOPER MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR HABITABILITY OF THE SUBDIVISION IMPROVEMENTS, AS SAME MAY BE REFLECTED ON THE PLAT FOR THIS SUBDIVISION OR ARE OTHERWISE CONSTRUCTED IN, ON, OVER, UNDER OR ACROSS THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO, ANY AND ALL PRODUCTS AND MATERIALS USED IN, ON OR IN CONNECTION WITH THE SUBDIVISION IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, MATERIALS ASSOCIATED WITH THE ROADWAYS, INCLUDING ASPHALT. THE DECLARANT AND DEVELOPER SPECIFICALLY DISCLAIM ANY AND ALL NEGLIGENCE ASSOCIATED WITH THE SUBDIVISION IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THINNING, WEARING OR OTHER DESTRUCTION TO ASPHALT OR CONCRETE ON THE ROADWAYS RESULTING IN WEAR AND TEAR, THINNING, HOLES, SUBSURFACE FAILURES, CRACKS AND THE LIKE; IMPROPER DRAINAGE OR RETENTION FAILURES ASSOCIATED WITH THE STORMWATER SYSTEM, LAKES, PONDS, DRAINS AND SWALES; AND ANY DEFECTS ASSOCIATED WITH FAILURES OF THE WATER AND SEWER SYSTEM. ALL LOT OWNERS, TO THE EXTENT PERMITTED BY LAW, SHALL RECEIVE THIS PROJECT AND THE SUBDIVISION IMPROVEMENTS THEREIN "AS IS" AND PRIOR TO PURCHASING ANY LOT IN THE SUBDIVISION SHOULD CONDUCT WHATEVER INSPECTION OR INQUIRY AS MAY BE CONSIDERED NECESSARY TO BE CERTAIN OF THE QUALITY AND CONDITION OF THE SUBDIVISION IMPROVEMENTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT. THIS DISCLAIMER OF WARRANTY IS OF THE ESSENCE OF THIS AGREEMENT AND BY PURCHASING A LOT HEREIN SUBJECT TO THE RESTRICTIONS, RESERVATIONS AND COVENANTS SET FORTH HEREIN THIS AGREEMENT, ALL LOT OWNERS (AND MORTGAGEES) AGREE, ACCEPT AND ACKNOWLEDGE DEVELOPER AND THE DECLARANT HAVE HEREBY DISCLAIMED ANY AND ALL LIABILITY AND NEGLIGENCE ASSOCIATED WITH THE SUBDIVISION IMPROVEMENTS.
ARTICLE 13
CONTRACT SERVICES

13.1 Irrigation System License. The Association may enter into an exclusive agreement for the provision of a centralized irrigation system for the entire Property. Such agreement may include licenses and easements for use of Common Properties to provide services for the benefit of the Association and its Members. Any costs incurred by the Association associated with such Agreement shall be Common Expenses.

(a) Central Irrigation System. The Declarant has installed within the Community a Central Irrigation System for landscaped portions of the Common Areas that the Association is obligated to maintain pursuant to the Declaration. The Association shall be responsible for payment to the Water Company of charges for the water supplied to the Central Irrigation System pursuant to this Article and the Exhibit "I" of the Declaration. No well shall be drilled, installed, and/or operated by either the Association and/or its Members within the Community without the express written consent of the Water Company, which consent may be withheld by the Water Company in its absolute and sole discretion.

(b) Irrigation System. After the Central Irrigation System is installed: (i) the automated irrigation system on each Lot shall be connected to and utilize the Central Irrigation System in accordance with the provisions of this Article, and (ii) operation of the automated irrigation system on each Lot shall be subject to the control of the Association and the Water Company. The use of an individual well by the Owner of a Lot for irrigation purposes shall be prohibited unless otherwise approved in writing by the Water Company. In no event shall any automated irrigation system within the Community utilize the County’s potable water supply.

(c) Irrigation Installation. The Declarant intends, but shall have no obligation, to provide the Association, and the Owners, with water for irrigating the lawns and landscaping within the Community. Either the Declarant or the Water Company may install within the rights-of-way of the Community Roads and the areas depicted on the Plat as a “Utility Easement” main irrigation water supply lines for the provision of irrigation water to the Community. In such event, the Declarant or the Water Company, in their sole discretion, may connect the main irrigation water supply lines either: (i) to the County’s reclaimed water transmission line within the right-of-way of the Community, provided such reclaimed water transmission line is installed and operational; or (ii) to one or more pumps for the withdrawal of water from any retention pond or lake within the Community or from one or more wells. The Declarant or the Water Company, in their sole discretion, may either: (A) install on any property in the Community owned by the Declarant, the Water Company, or the Association, one or more wells and pumps to augment the water in any retention pond or lake within the Community; or (B) supplement, or replace, the water in any retention pond or lake within the Community with Reclaimed Water supplied by the County, if such Reclaimed Water is available. All main irrigation water supply lines, wells, pumps, controllers, and other accessory equipment installed by the Declarant or the Water Company for the provision of irrigation water to the Community collectively constitute the “Central Irrigation System.”
(d) **Irrigation Operation.** After the Declarant installs the Central Irrigation System, then ownership of the Central Irrigation System shall be subsequently transferred to the Water Company, so that the Central Irrigation System will be owned by the Water Company. The Association will thereafter maintain the Central Irrigation System in good condition and repair. The Water Company will periodically charge the Association for the supply of water for irrigation purposes to the Common Areas and to each Lot having a completed dwelling. The Association shall pay the Water Company the amount of such charges no later than fifteen (15) calendar days after receipt of an invoice thereof. Invoices shall not be submitted more frequently than monthly. The amount of the charges shall be established by the Water Company in its discretion from time to time, but the amount charged by the Water Company to the Association for the supply of water for irrigation purposes shall not exceed eighty five percent (85%) of the amount that the Association would pay if the same amount of water were supplied at the then current rate charged on a per household basis by the County’s Public Works Department to retail consumers for potable water. All charges made by the Water Company to the Association for the supply of water for irrigation of the Common Areas shall be included in the Common Expenses. The Irrigation Expenses shall be comprised of all charges made by the Water Company to the Association for the supply of water for irrigation of Lots with completed dwellings and such portion of the Property as the Association is required to maintain pursuant to Article 6 of the Declaration, including but not limited to reimbursement to the Water Company for any capital expenses for replacement, and repair of any infrastructure of the Central Irrigation System. The Water Company shall have the right to establish usage rules, including without limitation, the establishment of limited time frames for water usage, and the Association, and the Owners shall comply with such rules.

(e) **Irrigation Enforcement.** The provisions of this Declaration related to the Central Irrigation System or the Water Company shall bind and inure to the benefit of the Water Company and may be enforced by the Water Company by legal action for money damages, injunctive relief, or other relief allowed by law. In any such legal action in which the Water Company is the prevailing party, the Water Company shall be entitled to recover its costs and Attorney’s Fees.

(f) **The Irrigation Expenses.** The Irrigation Expenses will consist of (i) the Association’s cost of water supplied to the Common Areas, and the Owners’ respective Lot irrigation systems for irrigation purposes (ii) reimbursement to the Water Company for any capital expenses for replacement, and repair of any infrastructure of the Central Irrigation System, all in accordance with the provisions of this Article.

13.2 **Telecommunications Services.**

(a) The Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of the Property. For so long as the Declarant has the right to appoint the entire Board, all contracts between a telecommunications provider and the Association shall be subject to the prior written approval of the Declarant. The Declarant and/or its nominees, successors, assigns, affiliates, and licensees may contract with the Association and act as a telecommunications provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations.
(b) If, and to the extent Telecommunications Services provided by such telecommunications systems are to serve all of the Property, then the cost of the Telecommunications Services may be Common Expenses of the Association, and shall be assessed to Members as part of the Assessments.

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the Declarant, by its respective duly authorized officer/agent noted below, has executed this Declaration as of the Effective Date.

Signed, sealed, and delivered in the presence of:

Signature of Witness #1

Geoffrey Jontson

Printed or Typed Name of Witness #1

Signature of Witness #2

CHRISTOPHER CHAVEZ

Printed or Typed Name of Witness #2

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22 day of January, 2020, by Carlos M. Beruff, as President, on behalf of Land Experts, Inc., a Florida corporation. He/she is personally known to me □ or has produced □□□□□□□□ as identification.

Signature of Notary Public

Samantha Lynn Cortese

Name of Notary Public

My Commission Expires: 02/13/23

SEAL
## EXHIBITS

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Exhibit “A”
Legal Description

[See Attached]
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N.00°21'11"E., ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 299.82 FEET; THENCE N.89°17'19"W., A DISTANCE OF 43.45 FEET TO THE WEST MAINTAINED RIGHT OF WAY LINE OF UPPER MANATEE RIVER ROAD, AN EXISTING 80 FOOT PUBLIC RIGHT OF WAY AS RECORDED IN ROAD PLAT BOOK 6, PAGE 73, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N.00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 374.70 FEET; THENCE N.89°38'24"W., A DISTANCE OF 806.72 FEET; THENCE N.00°21'37"E., A DISTANCE OF 907.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING N.78°17'31"E., 127.25 FEET AND A CENTRAL ANGLE OF 13°17'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 127.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET, A CHORD BEARING S.89°38'23"E., AND A CENTRAL ANGLE OF 37°25'21"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 457.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING S.79°55'13"E., AND A CENTRAL ANGLE OF 17°59'02"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 172.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING S.47°47'50"E., AND A CENTRAL ANGLE OF 82°13'48"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 43.06 FEET; THENCE S.89°35'42"E., A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH SAID WEST MAINTAINED RIGHT OF WAY LINE; THENCE N.00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 148.38 FEET; THENCE S.89°25'24"W., A DISTANCE OF 35.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S.49°32'18"W., 32.88 FEET AND A CENTRAL ANGLE OF 82°14'40"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING N.80°08'02"W., AND A CENTRAL ANGLE OF 18°24'40"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 144.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A CHORD BEARING N.78°48'55"W., 219.55 FEET AND A CENTRAL ANGLE OF 15°46'25"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 220.24 FEET; THENCE N.00°21'37"E., A DISTANCE OF 527.24 FEET; THENCE S.89°38'23"E., A DISTANCE OF 417.97 FEET TO THE INTERSECTION WITH SAID WEST MAINTAINED RIGHT OF WAY LINE; THENCE N.00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 310.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN RIGHT OF WAY DEDICATION AS RECORDED IN OFFICIAL RECORDS BOOK 1623, PAGE 4123, SAID PUBLIC RECORDS; THENCE N.87°54'05"W., ALONG SAID SOUTH LINE, A DISTANCE OF 18.31 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N.00°24'18"E., ALONG THE WEST LINE OF SAID CERTAIN RIGHT OF WAY DEDICATION, A DISTANCE OF 51.20 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTHERLY FACE OF A CONCRETE WALL; THENCE N.87°50'38"W., ALONG THE SOUTHERLY FACE OF SAID WALL AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 597.16 FEET; THENCE N.87°51'03"W., ALONG THE SOUTHERLY FACE OF SAID WALL, A DISTANCE OF 370.38 FEET; THENCE S.02°08'20"W., A DISTANCE OF 89.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 212.00 FEET, A CHORD BEARING S.20°40'47"W., 223.14 FEET AND A CENTRAL ANGLE OF 63°30'24"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 338.00 FEET, A CHORD BEARING S.07°39'08"W., AND A CENTRAL ANGLE OF 37°27'06";
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 220.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 662.00 FEET, A CHORD BEARING S.20°25'35"W., AND A CENTRAL ANGLE OF 11°54'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.53 FEET; THENCE S.14°28'28"W., A DISTANCE OF 126.95 FEET; THENCE S.02°19'11"W., A DISTANCE OF 59.28 FEET; THENCE S.00°21'37"W., A DISTANCE OF 155.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1450.00 FEET, A CHORD BEARING N.78°29'20"W., 329.37 FEET AND A CENTRAL ANGLE OF 13°02'35"; THENCE WESHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.08 FEET; THENCE N.71°58'02"W., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CHORD BEARING N.85°21'47"W., AND A CENTRAL ANGLE OF 26°47'31"; THENCE WESHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 584.51 FEET; THENCE S.81°14'27"W., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.77°59'38"W., AND A CENTRAL ANGLE OF 41°31'50"; THENCE WESHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.59°07'44"W., AND A CENTRAL ANGLE OF 03°48'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.34°53'39"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE N.08°45'33"W., A DISTANCE OF 9.00 FEET; THENCE S.81°14'27"W., A DISTANCE OF 86.00 FEET; THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.17°22'33"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.41°45'44"W., AND A CENTRAL ANGLE OF 03°29'50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.00 FEET, A CHORD BEARING S.63°40'40"W., AND A CENTRAL ANGLE OF 47°19'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET, A CHORD BEARING N.63°52'54"W., AND A CENTRAL ANGLE OF 57°33'12"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1054.72 FEET; THENCE N.54°53'42"E., A DISTANCE OF 40.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.28°11'44"E., AND A CENTRAL ANGLE OF 53°23'57"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING N.21°42'04"E., AND A CENTRAL ANGLE OF 40°24'37"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 148.11 FEET; THENCE N.41°54'23"E., A DISTANCE OF 249.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.21°08'41"E., AND A CENTRAL ANGLE OF 41°31'23"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.84 FEET; THENCE N.00°23'00"E., A DISTANCE OF 39.82 FEET THE SOUTHERLY FACE OF SAID CONCRETE WALL; THENCE N.89°37'28"W., ALONG THE SOUTHERLY FACE OF SAID CONCRETE WALL, A DISTANCE OF 250.08 FEET; THENCE S.89°52'34"W., ALONG THE SOUTHERLY FACE OF SAID CONCRETE WALL, A DISTANCE OF 353.55 FEET; THENCE N.00°14'55"E., A DISTANCE OF 1.50 FEET TO THE SOUTHERLY LINE OF WATERLEFE Golf & River Club, Unit 9, as recorded in Plat Book 39, Page 10, Said Public Records; THENCE
N.89°49'26"W., ALONG SAID SOUTH LINE, A DISTANCE OF 324.52 FEET TO THE WESTERNMOST CORNER OF TRACT 523, SAID WATERLEFE GOLF & RIVER CLUB, UNIT 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF KAY ROAD AS RECORDED IN WATERLEFE GOLF & RIVER CLUB, UNIT 5, AS RECORDED IN PLAT BOOK 37, PAGE 162, SAID PUBLIC RECORDS; THENCE S.00°14'25"W., ALONG THE EAST LINE OF SAID KAY ROAD, A DISTANCE OF 42.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N.89°45'35"W., ALONG THE SOUTH LINE OF SAID KAY ROAD, A DISTANCE OF 198.00 FEET TO THE SOUTHWESTERN CORNER THEREOF, SAID POINT ALSO LYING ON THE EAST LINE OF TRACT 900, STONEYBROOK AT HERITAGE HARBOUR SUBPHASE A, UNIT 1, PLAT BOOK 39, PAGE 160, SAID PUBLIC RECORDS; THENCE S.01°22'30"W., ALONG SAID EAST LINE OF TRACT 900 AND THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 405.75 FEET; THENCE S.88°34'59"E., A DISTANCE OF 84.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.59°32'54"E., AND A CENTRAL ANGLE OF 63°44'13"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.92 FEET; THENCE N.27°40'47"E., A DISTANCE OF 255.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 101.00 FEET, A CHORD BEARING N.24°16'49"E., AND A CENTRAL ANGLE OF 06°47'56"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.98 FEET; THENCE N.20°52'51"E., A DISTANCE OF 93.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING S.82°56'44"E., 68.43 FEET AND A CENTRAL ANGLE OF 06°56'36"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING S.55°16'05"E., AND A CENTRAL ANGLE OF 48°24'42"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.31°13'32"E., AND A CENTRAL ANGLE OF 00°19'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.05°15'15"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.20°52'51"W., A DISTANCE OF 12.00 FEET; THENCE S.69°07'09"E., A DISTANCE OF 86.00 FEET; THENCE N.20°52'51"E., A DISTANCE OF 14.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A CHORD BEARING N.56°26'56"E., AND A CENTRAL ANGLE OF 71°08'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S.73°22'26"E., AND A CENTRAL ANGLE OF 29°13'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CHORD BEARING S.44°15'01"E., AND A CENTRAL ANGLE OF 29°01'40"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 288.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.58°22'10"E., AND A CENTRAL ANGLE OF 58°22'10"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1149.40 FEET; THENCE S.02°59'52"W., A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING S.37°23'12"E., 31.12 FEET AND A CENTRAL ANGLE OF 52°47'58"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.25 FEET; THENCE S.00°50'12"W., A DISTANCE OF 38.06 FEET; THENCE S.89°09'48"E., A DISTANCE OF 60.00 FEET; THENCE N.00°50'12"E., A DISTANCE OF 38.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING N.38°40'47"E.,
31.54 FEET AND A CENTRAL ANGLE OF 53°33'36"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.72 FEET; THENCE N.01°51'12"W., A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING N.87°36'48"E., 21.41 FEET AND A CENTRAL ANGLE OF 1°04'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S.73°34'22"E., AND A CENTRAL ANGLE OF 38°41'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.57°37'38"E., AND A CENTRAL ANGLE OF 06°48'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.34°53'39"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET; THENCE N.81°14'27"E., A DISTANCE OF 86.00 FEET; THENCE N.08°45'33"W., A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.17°22'33"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.41°36'39"E., AND A CENTRAL ANGLE OF 03°48'02"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.60°28'33"E., AND A CENTRAL ANGLE OF 41°31'50"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET; THENCE N.81°14'27"E., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.85°21'47"E., AND A CENTRAL ANGLE OF 26°47'31"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 537.75 FEET; THENCE S.71°58'02"E., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1550.00 FEET, A CHORD BEARING S.74°30'25"E., AND A CENTRAL ANGLE OF 05°04'45"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.41 FEET; THENCE S.12°57'13"W., A DISTANCE OF 65.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 51.00 FEET, A CHORD BEARING S.07°41'48"E., AND A CENTRAL ANGLE OF 41°18'01"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING S.05°02'41"E., AND A CENTRAL ANGLE OF 46°36'16"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.22 FEET; THENCE S.55°42'49"W., A DISTANCE OF 129.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 197.00 FEET, A CHORD BEARING S.25°17'23"W., AND A CENTRAL ANGLE OF 60°50'52"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 209.21 FEET; THENCE S.05°08'03"E., A DISTANCE OF 139.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1324.65 FEET, A CHORD BEARING S.03°31'59"E., 485.77 FEET AND A CENTRAL ANGLE OF 21°07'51"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 488.53 FEET; THENCE S.04°45'59"W., A DISTANCE OF 113.84 FEET; THENCE S.15°01'21"W., A DISTANCE OF 45.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING S.37°11'25"W., AND A CENTRAL ANGLE OF 44°20'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 290.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING S.29°47'03"W., AND A CENTRAL ANGLE OF 59°08'53"; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.16 FEET; THENCE S.00°12'36"W.,
A DISTANCE OF 41.02 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE S.89°47'26"E., ALONG
SAID SOUTH LINE, A DISTANCE OF 1603.40 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL
OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2607, PAGE 7110, SAID PUBLIC
RECORDS; THENCE N.00°22'21"E., ALONG THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF
299.98 FEET; THENCE S.89°53'14"E., ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF
131.70 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 19, TOWNSHIP 34 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA.
Exhibit "B"
Articles of Incorporation of Association

[See Attached]
COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

The Residences of Watercolor Place Homeowners Association, Inc.

SUBJECT: (PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for:

☐ $70.00  ☐ $78.75  ☐ $78.75  ☐ $87.50
Filing Fee      Filing Fee & Filing Fee, Filing Fee &
Certificate of Certified Copy
Status      & Certified Copy

ADDITIONAL COPY REQUIRED

FROM: Charles Tokarz

______________________________  ______________________________
Name (Printed or typed)            Address

1651 Whitfield Ave. Suite 200

Sarasota, FL 34243

______________________________  ______________________________
City, State & Zip              Daytime Telephone number

941-359-9000

E-mail address: (to be used for future annual report notification)

tabithac@medallionhome.com

NOTE: Please provide the original and one copy of the articles.
ARTICLES OF INCORPORATION OF
THE RESIDENCES OF WATERCOLOR PLACE HOMEOWNERS ASSOCIATION, INC.,
A Florida Corporation Not for Profit

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

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be THE RESIDENCES OF WATERCOLOR PLACE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit. For convenience, the corporation shall herein be referred to as the "Association". The initial address of the corporation's principal office shall be 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243.

ARTICLE II. PURPOSE

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

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

ARTICLE III. POWERS

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

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

(a) To make and collect Assessments against Members as Lot Owners to defray the cost of Common Expenses of the Subdivision as provided in the Declaration.

(b) To use the proceeds of Assessments in the exercise of its powers and duties.

(c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain, sell, convey and administer the use of the Common Property of the Subdivision in accordance with the Declaration.

(d) To purchase insurance upon the Common Property, and for the protection of the Association and its Members.
(e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.

(f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Declaration.

(g) To enforce by legal means against an Owner as defined in the Declaration, the provisions of the Declaration, the By-Laws of the Association and rules and regulations duly adopted by the Association.

(h) To furnish or otherwise provide for private security, fire protection or such other services as the Board in its discretion determines necessary or appropriate.

(i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately accessed to the Owners.

(j) To obtain all required utility and other services for the Common Property.

(k) To maintain architectural control over the Subdivision in accordance with the Declaration.

(l) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, unless same are maintained by another entity.

(m) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Declaration, these Articles or the By-Laws.

(n) Sue and be sued, as set forth in the Declaration.

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

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

ARTICLE IV. MEMBERS

4.1 Members: The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision subject to the Declaration and operated hereby.
4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Subdivision. A copy of such instrument shall be delivered to the Association. The Owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a Transfer of Shares of Assets: The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member’s Lot.

4.4 Voting: Subject to the provisions of Section 3.02 of the Declaration and any other provision of the Declaration or concerning voting, the Owner of each Lot shall be entitled to one vote as a member of the Association, provided, however, that the Declarant shall, during development, be entitled to the number of votes as provided in the Declaration, which votes may be apportioned to successor developers, or partial successor developers, as provided in the Declaration. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of Section 3.02 of the Declaration, Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of Members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) directors. Directors shall be Members of the Association except as otherwise provided herein or in the Declaration.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the Members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

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

Charlie Tokarz  
1651 Whitfield Avenue Suite 200  
Sarasota, FL 34243

Carlos Beruff  
1651 Whitfield Avenue Suite 200  
Sarasota, FL 34243

Chris Chavez  
1651 Whitfield Avenue Suite 200  
Sarasota, FL 34243

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

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

President: Carlos Beruff
1651 Whitfield Avenue
Suite 200
Sarasota, Fl. 34243

Treasurer: Charlie Tokarz
1651 Whitfield Avenue
Suite 200
Sarasota, Fl. 34243

Vice-President/Secretary: Chris Chavez
1651 Whitfield Avenue
Suite 200
Sarasota, Fl. 34243

ARTICLE VII. INDEMNIFICATION

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

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

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

ARTICLE IX. AMENDMENTS

9.1 Amendments: These Articles may be altered, amended or modified upon the affirmative vote of the owners of two thirds (2/3) of the Lots in the Subdivision. Provided, however, that these Articles may be altered, amended or modified by Declarant, or its Successor as such Declarant, during the time that Declarant has the right to and does control the Association in accordance with the Declaration without the prior approval or consent of any Owners. Amendments may be proposed by resolution of the Board of Directors or by the owners of any three (3) Lots. Provided, however, that no amendment affecting the Declarant, or its successors or assigns as the developer of the Subdivision, as defined in the Declaration, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of Members without the approval of all Members. No amendment shall be made which is in conflict with the Declaration.

ARTICLE X. EXISTENCE

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

ARTICLE XI. INCORPORATOR

11.1 Incorporator: The name and address of the incorporator of this Corporation is as follows: Charlie Tokarz, 1651 Whitfield Avenue, Suite 200, Sarasota, Florida 34243.
ARTICLE XII. REGISTERED OFFICE AND AGENT

12.1 Registered Office and Agent: The Association hereby appoints Charles Tokarz, whose address is 1651 Whitfield Avenue, Suite 200, Sarasota, Florida 34243, as its Resident Agent under the Laws of Florida. By affixing its signature hereto, the said Registered Agent does hereby accept said designation and appointment. and the office of the Resident Agent shall be at said address.

IN WITNESS WHEREOF, the undersigned subscriber executed these Articles of Incorporation as of the 26th of November 2018.

By: Charlie Tokarz

Charlie Tokarz. Incorporator

ACCEPTANCE BY REGISTERED AGENT

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

By: Charlie Tokarz

Charlie Tokarz, Registered Agent
Exhibit "C"
By-Laws of the Association

[See Attached]
BY-LAWS OF
THE WATERCOLOR PLACE HOMEOWNERS ASSOCIATION, INC.
A Corporation Not for Profit

ARTICLE I. IDENTIFICATION

1.1 Identity: These BY-LAWS OF THE WATERCOLOR PLACE HOMEOWNERS ASSOCIATION, INC. (these "BY-LAWS"), shall govern the operations and management of THE WATERCOLOR PLACE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida (the "ASSOCIATION").

1.2 Purpose: The ASSOCIATION has been organized for the purpose of perpetuating the maintenance of, preserving, managing and exercising architectural control over the Lots and Common Properties within the Watercolor Place I Subdivision ("WATERCOLOR PLACE I"), a residential development located within Manatee County, Florida in accordance with the DECLARATION of Covenants, Conditions, and Restrictions for WATERCOLOR PLACE I Subdivision (the "DECLARATION"), and to promote the health, safety and welfare of the OWNERS and occupants of WATERCOLOR PLACE I.

1.3 Office: The office of the ASSOCIATION shall be at 1651 Whitfield Avenue, Suite 200, Sarasota, Florida 34243, unless otherwise changed by the Board.

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

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

ARTICLE II. MEMBERS

2.1 Qualification: The Members of the ASSOCIATION shall consist of the Declarant, Upper Manatee 228, LLC, a Florida limited liability company (the "Declarant Member"), and all of the record OWNERS of Lots in WATERCOLOR PLACE I which are subject to the DECLARATION, in accordance with the DECLARATION until such time as the Declarant no longer owns a single Lot as provided by the terms of the DECLARATION.

2.2 Change of Membership: Change of Membership in the ASSOCIATION shall be established by recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a Lot. Upon the happening of such event, the OWNER established by such instrument shall thereupon become a Member of the ASSOCIATION, and the membership of the prior OWNER shall be terminated.

2.3 Multiple OWNERS: When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each OWNER shall be a Member of the ASSOCIATION by virtue of being a record OWNER of an interest in a Lot. Lessees of Lots shall not be MEMBERS. All matters of voting shall, however, be determined per Lot basis, as provided in Article III of these BY-LAWS.
2.4 **Restraint Upon Assignment of Membership, Shares and Assets**: The membership of a Lot OWNER, and the share of a Member in the funds and assets of the ASSOCIATION shall not be assigned, hypothecated or transferred in any manner except as an appurtenant to his Lot.

2.5 **Evidence of Membership**: There shall be no stock or membership certificates in the ASSOCIATION. Membership shall be determined by approved ownership as herein provided.

**ARTICLE III. VOTING**

3.1 **Voting Rights**: The MEMBERS who are the record OWNERS of each Lot owned shall be collectively entitled to one (1) vote for each Lot owned, as provided in the DECLARATION and the Articles. A vote may not be divided. The number of votes that the Declarant Member is entitled to cast shall be as specified in the DECLARATION and the Articles.

3.2 **Voting Procedure**: The single or multiple OWNERS of each Lot who are Regular Members shall have one vote for each Lot owned and the Declarant Member shall have the number of votes provided for in the DECLARATION and the Articles. All determination of requisite majorities and quorums for all purposes under the DECLARATION, the Articles and these By-Laws shall be made by reference to the number of votes of the Regular Members entitled to vote, plus the number of votes, if any, to which the Declarant Member is entitled to vote. Decisions of the ASSOCIATION shall be made by a majority of the votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the DECLARATION, the Articles, or these By-Laws.

3.3 **Quorum**: A quorum shall exist when the Members representing a majority of all votes are present, either in person, by designated voting representative or by proxy.

3.4 **Designation of Voting Representative**: The right to cast the vote attributable to each Lot owned shall be determined by a certificate filed with the ASSOCIATION, signed by all OWNERS of the Lot. If no such certificate is filed, the presiding officer at any meeting may make such rulings as may be reasonable to the allocation of the vote(s) attributable to a Lot among multiple OWNERS, or the right of a representative of a corporation, partnership or similar OWNER to vote, provided that such rulings are uniformly applied and remain always subject to appeal to the vote of the full membership. The right to cast the vote is further limited to the provisions of this section:

(a) **Single OWNER**: If the Lot is owned by one natural person, that person shall be entitled to cast the votes for his Lot.

(b) **Multiple OWNERS**: Unless otherwise stated herein, if a Lot is owned by more than one person, either as co-tenants or joint tenants, the person(s) entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate signed by all of the record OWNERS and filed with the Secretary of the ASSOCIATION.

(c) **Corporations**: If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall
be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the ASSOCIATION.

(d) **Partnership**: If a Lot is owned by a general or limited partnership, the general partner(s) entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate executed by all general partners and filed with the Secretary of the ASSOCIATION.

(e) **Trustees**: If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the votes for the Lot. Multiple trustees shall designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the votes for the Lot by a certificate executed by all trustees and filed with the Secretary of the ASSOCIATION.

(f) **Estates and Guardianships**: If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the votes for such Lot upon filing with the Secretary of the ASSOCIATION a current certified copy of his Letters of Administration or Guardianship.

(g) **Tenants by the Entirety**: If a Lot is owned by a husband and wife as tenants by the entirety, they may designate the voting member(s) in the same manner as other multiple OWNERS. If no certificate designating a voting Member is on file with the ASSOCIATION, and only one of the husband and wife is present at a meeting, he or she may cast the votes for their Lot(s) without the concurrence of the other OWNER.

(h) **Certificate**: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. Unless determined otherwise by the presiding officer, if a certificate is not filed, the Lot shall not be counted in determining a quorum, unless all OWNERS required to execute such certificate are present, in person or by proxy, and such Lot OWNERS shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

(i) **Limitation**: If there has been a change in ownership of a Lot, until such change has been approved by the ASSOCIATION as required by the DECLARATION, the vote attributable to such Lot shall not be counted for any purpose.

3.5 **Approval or Disapproval of Matters**: Whenever the decision of any Lot OWNER is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed by the same person who would cast the vote of such OWNER if at an ASSOCIATION meeting, unless the joinder of record OWNER is specifically required by the DECLARATION or these By-Laws.

3.6 **Proxies**: Except for the election of members of the Board of Directors, votes may be cast in person or by limited proxy. A proxy shall be in writing and signed by the designated voting representative(s), or the OWNER, if no voting representative(s) have been designated. Except as permitted by applicable statutes, a general proxy shall not be used. A proxy shall be valid only for
the particular meeting designated in the proxy, and must be filed with the Secretary of the ASSOCIATION before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.7 Method of Voting: Subject to the provisions of the DECLARATION and the Articles and applicable statutes, voting may be by roll call, voice vote or by written ballot; provided that whenever written approval is required by the DECLARATION and the Articles, or whenever any amendment to the DECLARATION is proposed, or when any borrowing of funds, pledge, or other disposition of Common Properties or asset is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by “yeas” and “nays,” provided, that any five (5) voting Members, or the chairman, may require a roll call vote.

ARTICLE IV. MEETINGS OF MEMBERS

4.1 Annual Meeting: The annual meetings of the MEMBERS shall be held each year on a day and at a time determined by the BOARD; provided that notice pursuant to Section 4.3 is given at least thirty (30) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the MEMBERS.

4.2 Special Meetings: Special meetings of the MEMBERS shall be held whenever called by the President, or Vice President, or by a majority of the BOARD, and must be called by such officers upon receipt of a written request from voting MEMBERS entitled to cast votes for not fewer than forty percent (40%) of the total number of votes.

4.3 Notice of Meeting: Reasonable notice of all meetings of the MEMBERS, stating the time, place and the objects for which the meeting is called, shall be given by any officer unless waived in writing. The notice for any meeting at which ASSESSMENTS against LOT OWNERS are to be considered shall advise of the nature of such ASSESSMENTS and that such ASSESSMENTS will be considered. Notice of meetings may be waived in writing before, during or after meetings.

4.4 Place: Meetings of the ASSOCIATION MEMBERS shall be held at such place as the BOARD may designate in the Notice of Meeting.

4.5 Adjournments: If any meeting of MEMBERS cannot be organized because a quorum has not attended, the MEMBERS who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
4.6 **Order of Business:** The order of business at annual meetings, and as far as practical at all special meetings, shall be:

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

4.7 **Action Without Meeting:** Whenever the affirmative vote or approval of the MEMBERS is required or permitted by the DECLARATION or these BY-LAWS, such action may be taken without a meeting if allowed by statute and MEMBERS entitled to cast not fewer than the minimum number of votes necessary to authorize such action if such meeting were held and all members entitled to vote on such action were present and voted, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the DECLARATION, ARTICLES and these BY-LAWS may not be amended without a meeting. Notice of the action so taken shall be given in writing to all MEMBERS who did not approve such action in writing within twenty (20) days of such approval.

4.8 **Proviso:** Provided, however, that until the DECLARANT has terminated its control of the ASSOCIATION and its affairs in accordance with the DECLARATION, the proceedings of all meetings of the MEMBERS of the ASSOCIATION shall have no effect unless approved by the BOARD, except for the rights of the REGULAR MEMBERS to elect Directors.

**ARTICLE V. DIRECTORS**

5.1 **Number:** The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) or more than five (5) Directors, the exact number to be determined by the MEMBERS from time to time as provided in the DECLARATION. Until the number of directors is increased as otherwise provided by the DECLARATION, there shall be three (3) Directors.

5.2. **Election of Directors.** The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the MEMBERS. A nominating committee of not less than three (3) nor more than five (5) MEMBERS may be appointed by the BOARD not less than thirty (30) days prior to the annual meeting of the MEMBERS. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.
(b) The election of directors shall be by ballots, and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. Proxies may not be used for casting ballots in an election of directors. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of votes entitled to be cast by all MEMBERS, including the DECLARANT. A special meeting of the ASSOCIATION MEMBERS to recall a member or members of the BOARD may be called by forty percent (40%) of the MEMBERS giving notice of the meeting as required for a meeting of ASSOCIATION MEMBERS, and the notice shall state the purpose of the meeting. The vacancy in the BOARD so created shall be filled by vote of the MEMBERS of the ASSOCIATION at the same meeting subject to the rights of the DECLARANT provided by Paragraph 5.2(d) below.

(d) The DECLARANT shall be vested with the power to designate the BOARD, the Members of which need not be OWNERS of Lots in WATERCOLOR PLACE I until such time as DECLARANT MEMBERSHIP ceases as provided in the DECLARATION. A director designated by the DECLARANT may be removed upon the election of the DECLARANT and a replacement designated by the DECLARANT. The initial BOARD shall serve until the first election of Directors unless earlier removed by the DECLARANT. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.

(e) DECLARANT may waive its right to elect any one or more Directors, which waiver shall apply only to the specific election at which the waiver is made. If DECLARANT does waive such right, the REGULAR MEMBERS shall elect the BOARD member or members who would otherwise have been elected or designated by DECLARANT.

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

5.4 Qualifications: Directors may, but need not, be MEMBERS of the ASSOCIATION; provided, however, that any Director elected or designated by DECLARANT pursuant to the DECLARATION, the ARTICLES, and these BY-LAWS need not be a MEMBER. An officer of any corporate OWNER and a general partner of any partnership OWNER shall be deemed MEMBERS for the purposes of qualifying for election to the BOARD.

5.5 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director he is replacing. Vacancies following removal of office pursuant to Section 5.2(c) shall be filled as therein provided. Any vacancy in the BOARD occurring during the time that the DECLARANT MEMBER and REGULAR MEMBERS share authority to elect and designate Directors shall be filled in the manner in which the Director who has vacated his office was originally elected or designated; i.e., if elected by REGULAR MEMBERS, the vacancy
shall be filled by special election by REGULAR MEMBERS and if designated or elected by DECLARANT, then DECLARANT shall select and designate a person to fill such vacancy.

5.6 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the ASSOCIATION. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who is a MEMBER of the ASSOCIATION shall be deemed to have resigned if he transfers his Lot so that he ceases to be a MEMBER of the ASSOCIATION. After the DECLARANT has transferred control of the ASSOCIATION pursuant to the DECLARATION, more than three (3) consecutive unexcused absences from regular BOARD meetings shall be deemed a resignation, which shall be effective upon acceptance by the BOARD.

5.7 Voting: All voting for the election of Directors shall be by lot as provided in Article III of these BY-LAWS.

5.8 Organizational Meeting: The organizational meeting of a newly elected BOARD shall be held within twenty (20) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.9 Regular Meetings: The BOARD may, from time to time, establish a schedule of regular meetings to be held at such time and place as the BOARD may designate. Any regularly scheduled meetings may be dispensed with upon written concurrence of not less than fifty-one percent (51%) of the members of the BOARD.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the request of not less than twenty percent (20%) of the members of the BOARD.

5.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone, facsimile or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire BOARD. Members of the BOARD may participate in a meeting of the BOARD by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the BOARD; except where approval of a greater number of Directors is required by the DECLARATION or these BY-LAWS.

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

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Conference Telephone Meetings: The Board of Directors or a committee thereof may participate in a meeting by using conference telephones or similar communication equipment which permits all persons participating in the meeting to hear each other at the same time. Participation in this manner shall constitute presence in person at the meeting.

5.16 Meetings Open: Meetings of the BOARD shall be open to all LOT OWNERS, and notices of such meeting shall be posted conspicuously forty-eight (48) hours in advance of such meeting for the attention of LOT OWNERS except in an emergency. If assessments are to be levied by the BOARD, such notice shall contain a statement that assessments shall be considered and the nature of the assessment.

5.17 Presiding Officer: The presiding officer at Directors’ meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their members to preside.

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

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

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The BOARD shall have all powers, authority, discretion and duties necessary for the administration and operation of WATERCOLOR PLACE I, the ASSOCIATION and COMMON PROPERTIES, except as may be reserved or granted to the OWNERS, DECLARANT or a specific committee or committees of the ASSOCIATION by the DECLARATION, The ARTICLES or these BY-LAWS. The powers of the BOARD shall include, but shall not be limited to, the following:
6.1 General Powers: All powers specifically set forth in the DECLARATION, ARTICLES and these BY-LAWS, and all powers incident thereto or reasonably to be inferred therefrom.

6.2 Enforcement: The BOARD shall enforce by legal means, provisions of the DECLARATION, the ARTICLES, the BY-LAWS, the Architectural Standards and other Rules and Regulations for the use of the property of the ASSOCIATION. In the event that the BOARD determines that any OWNER is in violation of any of the provisions of the DECLARATION, BY-LAWS, ARTICLES, the Architectural Standards or other Rules and Regulations, the BOARD, or an agent of the BOARD designated for that purpose, shall notify the OWNER of the nature of the violation. If said violation is not cured within the timeframe(s) provided in the DECLARATION, or if said violation consists of acts or conduct by the OWNER, and such acts or conduct are repeated, the BOARD, or an agent of the BOARD designated for that purpose, may exercise the responsibilities and rights as provided in the DECLARATION, including the levy of ASSESSMENTS. Each day during which the violation continues shall be deemed a separate offense. An ASSESSMENT against the LOT OWNER shall constitute a lien upon the Lot, and may be foreclosed by the ASSOCIATION in the same manner as any other lien provided that before foreclosure of any lien arising from such an ASSESSMENT, the defaulting LOT OWNER shall be entitled to a hearing before the BOARD or other Committee so designated in the DECLARATION, upon reasonable written notice, specifying the violations charged and may be represented by counsel.

Furthermore, the BOARD may reasonably suspend an OWNER’S right to use portions of the COMMON PROPERTIES for violations of the provisions of the DECLARATION, BY-LAWS, ARTICLES or other RULES AND REGULATIONS. In addition, the BOARD may levy fines against OWNERS for violations of the provisions of the DECLARATION, BY-LAWS, ARTICLES, ARCHITECTURAL STANDARDS or other RULES AND REGULATIONS.

Prior to the imposition of suspensions or fines, a suspension and fining committee, consisting of members in accordance with the provisions of Florida Law, must notify said OWNER at least fourteen (14) days in advance and offer an opportunity for a hearing on the matter before the suspension and fining committee. Fines for violations may be imposed on a daily basis with the maximum aggregate sum not to exceed the maximum amount allowed by Florida Statutes, if any. Once imposed, such fines shall become SPECIAL ASSESSMENTS as further defined herein and in the DECLARATION.

6.3 Budget and Assessments: To adopt budgets and make ASSESSMENTS, and to use and expend ASSESSMENTS and other receipts of the ASSOCIATION to carry out the powers and duties of the ASSOCIATION pursuant to the DECLARATION and BY-LAWS.

6.4 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration and operation of the ASSOCIATION and COMMON PROPERTIES, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the BOARD may determine.

6.5 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the ASSOCIATION and operation and use of the COMMON PROPERTIES, subject to the DECLARATION and BY-LAWS. Provided, however, that any rules
or regulations adopted by the BOARD or other committee so designated in the DECLARATION may be supplemented, amended or rescinded by affirmative vote of the OWNERS entitled to cast three-fourths (3/4) of the votes of the OWNERS present at the meeting except that no such vote of the OWNERS to supplement, amend or rescind a rule adopted by the BOARD shall be effective unless the written consent and joinder of the DECLARANT shall also be obtained during any period of time in which the DECLARANT owns any portion of WATERCOLOR PLACE I. Any such rules or regulations approved by the OWNERS shall not thereafter be amended or rescinded except upon affirmative vote of the OWNERS entitled to cast sixty-six percent (66%) of the total votes of the OWNERS.

6.6 Committees and Boards: To create and disband such committees and boards as the BOARD may from time to time determine as reasonably necessary or useful in and about the administration and operation of WATERCOLOR PLACE I, the ASSOCIATION and COMMON PROPERTIES, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the DECLARATION, ARTICLES and BY-LAWS. All committees of the ASSOCIATION shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the BOARD. Nothing contained herein shall restrict the authority of the OWNERS to create, elect and disband such committees, or from modifying the duties and responsibilities of such committees. Any such action of the OWNERS shall not be amended or rescinded except by the OWNERS. Nothing contained herein shall be deemed to restrict the authority of the President of the ASSOCIATION from appointing advisory committees not inconsistent with committees created by the BOARD and the OWNERS. Subsequent to the termination of the DECLARANT’S right to appoint a majority of the BOARD, the Architectural Review Committee (ARC) shall consist of not less than three (3) nor more than five (5) Members but during the period the DECLARANT can appoint a majority of the BOARD, the Committee shall consist of two (2) persons appointed by the DECLARANT and the persons appointed shall serve until replaced by DECLARANT or until the DECLARANT no longer has the right to appoint a majority of the BOARD, whichever first occurs. Except as provided, the members of the ARC shall be appointed by the BOARD. The ARC members shall select their own chairman. Terms of the ARC members shall be for two (2) years, and the terms shall be staggered so that no more than two (2) members are appointed for the same term.

ARTICLE VII. OFFICERS

7.1 Officers and Election: The officers of the ASSOCIATION shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the BOARD, all of whom shall be elected annually by the BOARD, and which officers may be removed by a majority vote of all Directors at any meeting. Any person may hold two (2) offices. The BOARD shall designate the powers and duties of such other officers as it may create.

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

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

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

7.5 Treasurer: The Treasurer shall have the custody of all the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the books of the ASSOCIATION in accordance with good accounting practices and provide for collection of ASSESSMENTS and he shall perform all other duties incident to the Office of Treasurer. All such records shall be retained for not less than seven (7) years.

7.6 Indemnification of Directors and Officers: Every Director and every officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the ASSOCIATION, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

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

ARTICLE VIII. FISCAL MANAGEMENT

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

8.1 Accounting: Receipts and expenditures of the ASSOCIATION shall be credited and charged to such accounts as the BOARD, in consultation with its accountants, shall from time to time determine to be necessary, reasonable or appropriate. Such accounts may include various categories of current expenses and receipts, contingency funds, reserves for deferred maintenance,
capital expenditures and replacements and such additional accounts as the BOARD may from time to time establish.

8.2 **Budget**: The BOARD shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for reserves and funds for specifically proposed betterments and approved improvements.

8.3 **Procedures**: The BOARD shall adopt a budget in accordance with the DECLARATION.

8.4 **Assessments**: ASSESSMENTS against an OWNER for his share of the items of the budget shall be made in advance on or before December 31 preceding the year for which the ASSESSMENT is made. Such ASSESSMENT may be due monthly, annually, or, at the discretion of the BOARD, in four (4) equal quarterly installments, which shall come due on the 1st day of January, April, July and October of the year for which the ASSESSMENTS are made. If an ASSESSMENT is not made as required, an ASSESSMENT shall be presumed to have been made in the amount of the last prior ASSESSMENT and monthly payments thereon shall be due from the 1st day of each month until changed by an amended ASSESSMENT. In the event the ASSESSMENT proves to be insufficient, the budget may be amended at any time by the BOARD and an additional ASSESSMENT levied becoming due and payable at the reasonable discretion of the BOARD. Additional ASSESSMENTS may be made from time to time by the BOARD as provided in the DECLARATION, with ASSOCIATION approval where required and specifically include fines imposed by the suspension and fining committee. The ASSOCIATION and BOARD may levy other ASSESSMENTS in accordance with the provisions of the DECLARATION.

8.5 **Acceleration of Assessments**: Upon default in payment, the BOARD may elect to accelerate remaining installments of ASSESSMENTS, and such ASSESSMENTS shall stand accelerated thirty (30) days after delivery or receipt of such notice of election to or by the delinquent LOT OWNER, or thirty (30) days after mailing of such notice of election by certified or registered mail, whichever first occurs.

8.6 **Expenditures**: All funds of the ASSOCIATION shall be expended only upon authorization of the BOARD. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from ASSESSMENTS and funds in reserves shall be expended solely for the purpose for which such ASSESSMENT was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the BOARD.

8.7 **Depository**: The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the BOARD. Funds of the ASSOCIATION may be commingled or kept in separate accounts, but any such commingling shall not alter the accounting designated pursuant to Section 8.1 of these BY-LAWS. However, ASSOCIATION funds held by the DECLARANT shall be held separately in the ASSOCIATION’S name. Prior to Turnover, reserve and operating funds shall not be commingled.
8.8 Financial Report: After the DECLARANT transfers complete control of the ASSOCIATION, a report of the accounts of the ASSOCIATION shall be made annually by the BOARD, and a copy of the report shall be furnished or made available to each MEMBER not later than March 1 of the year following the year for which the report is made.

8.9 Fidelity Bonds: Fidelity Bonds shall be required by the BOARD from all persons handling or responsible for ASSOCIATION'S funds. The amounts of such bonds shall be determined by the BOARD of the ASSOCIATION. The premiums on such bonds shall be paid by the ASSOCIATION as a common expense.

ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the ASSOCIATION, the BOARD and Committees of the ASSOCIATION when not in conflict with the DECLARATION, ARTICLES or these BY-LAWS.

ARTICLE X. AMENDMENTS

These BY-LAWS may be amended by MEMBERS of the ASSOCIATION at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. No Amendment shall be made that is in conflict with the ARTICLES or the DECLARATION and no amendment may be made without the prior written consent and joinder of the DECLARANT during any period of time in which the DECLARANT owns any portion of WATERCOLOR PLACE I. Amendments to the BY-LAWS shall not be effective until they have been certified by an authorized officer of the ASSOCIATION and a copy of the Amendment is recorded in the books of the ASSOCIATION.

ARTICLE XI. MISCELLANEOUS

The provisions of these BY-LAWS shall be construed together with the DECLARATION and the ARTICLES. In the event of a conflict between the provisions hereof and the provisions of the DECLARATION, the provisions of the DECLARATION shall control. The provisions hereof shall be liberally construed to grant to the ASSOCIATION sufficient practical authority to operate the Subdivision. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

Until such time as the DECLARANT, or any SUCCESSOR DECLARANT, shall no longer own any portion of WATERCOLOR PLACE I, the ASSOCIATION, its Directors and officers, shall take all such actions as may be necessary or appropriate to enable the DECLARANT to exercise any power or authority reserved by the DECLARANT for its benefit in either the DECLARATION, the ARTICLES or these BY-LAWS.
The foregoing was adopted as the BY-LAWS of THE WATERCOLOR PLACE HOMEOWNERS ASSOCIATION, INC. at the first meeting of the BOARD on this 17th day of April, 2019.

THE WATERCOLOR PLACE HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Carlos M. Beruff
Its: President

ATTEST HERETO:

By: Chris Chavez
Its: Secretary
Exhibit "D"

Notice to Buyer

To the Purchasers of Lots in the Residences of Watercolor Place Phase I (the “Subdivision”),
Manatee County, Florida:

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

1. The Declaration of Covenants, Conditions and Restrictions for the Residences of Watercolor Place Phase I, as amended from time to time, including the Article of Incorporation, and By-Laws of the Residences of Watercolor Place Homeowners Association, Inc. (the “Association”), and all rules and regulations promulgated by the Association (collectively, the “Subdivision Governing Documents”).

2. Ownership of a Lot in the Subdivision automatically makes you a member of the Association, and you are subject to its Article of Incorporation, and By-Laws, and all rules and regulations promulgated by the Association. Each Lot entitles its Owner to one (1) vote in the affairs of the Association.

3. The Association has the right and power to assess and collect, as provided in the Subdivision Governing Documents, the costs of maintenance of the Common Property and Common Areas under its ownership or maintenance control which you have a right to enjoy, in accordance with the Subdivision Declaration. A copy of the proposed budget for the Association is attached to the Declaration as Exhibit “G”, and it may be revised from time to time.

4. You are hereby notified that the Association may increase the budget and Assessments as may be required to maintain the Common Areas, and amenities of the Subdivision. There shall be a one-time contribution (the “Initial Contribution”) payable to the Association by each Owner who purchases a Lot from the Declarant. The Initial Contribution for Villa Units and Single Family Units shall be $1,500.00. There shall be an initial assessment payable to the Association that shall be $675.00, and due quarterly (the “Initial Assessment”); provided however, the Board, in its absolute and sole discretion, and at any time before legal title to a Lot is conveyed from the Declarant to you, either increase or decrease the amount of the Initial Assessment, but any increase shall not exceed the then-current annual Regular Assessment established for the Lot. The Initial Contribution shall be established as of and paid at the time legal title to a Lot is conveyed to any Owner. The Initial Contribution shall be expended solely for regular Common Expenses. The Initial Contribution is not an advance payment of Assessments and shall not affect the liability of an Owner or a Lot for Assessments.

5. The Owner of each Lot shall be responsible for the planting and maintenance of replacement trees on such Lot as required by Manatee County pursuant to final site plan approval for the Subdivision and pursuant to Section 701.3(D) of the Manatee County Land Development Code (the “LDC”). Prior to Certificate of Occupancy for a Unit, one (1) canopy tree shall be planted on each Lot within the Subdivision. The number of trees to be planted and the location thereof shall be set forth on the Plans and Submissions approved in writing by the ARC. Existing native trees can be used to fulfill these requirements whenever they meet spacing and size requirements as set
forth herein. The Declarant shall be responsible for the initial installation and maintenance of the trees until such time as the Lot is sold or transferred to a subsequent Lot Owner, at which time that Lot Owner shall be fully responsible for the maintenance and replacement of any street trees, all as set forth herein. Any costs borne by the Declarant associated with the installation and maintenance of the street trees may be passed on and charged to the subsequent Lot Owner. In the event a street tree dies or is removed, the Lot Owner is responsible for replacing the street tree (per the requirements set forth herein and the LDC) within thirty (30) days. If an Owner has failed to comply with the requirements of Section 9.9 of the Declaration, then after notice and compliance with the procedural requirements of the Subdivision Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense. No certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this Section have been satisfied. ARC approval as required by Article 9 shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the replacement tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the replacement trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County. Neither Manatee County nor the Declarant shall be responsible for any damage to the Lots and impacts to sidewalks, utilities, foundations or other Improvements constructed thereon due to natural growth of street trees.

6. The Lot Owner must install a sidewalk, if any, in accordance with the permitted Construction Plans. The plans submitted to the ARC for the construction of the initial Improvements on each Lot shall provide that the Owner install and construct at the time of initial Improvement to the Lot, and prior to a Certificate of Occupancy for the Improvement, at the Owner’s expense, a five (5) foot wide sidewalk along the entire front Lot line (the exact location of which to be specified by the Declarant or the ARC) in the area between the front Lot line and the paved surface of the roadway adjacent thereto, all in accordance with approved construction drawings by Manatee County. Following installation, such sidewalk shall be maintained by Owner in accordance with standards set forth by the Association.

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

8. The project site lies in Zones X, A, and AE as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRMs) Panels #12081C0190E, #12081C0195E, #12081C0327E and #12081C0331E effective March 17, 2014.

9. Visibility Triangles must be maintained per the LDC of Manatee County.

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

- Unless otherwise specified by the terms of the applicable SWFWMD permit, a copy of all information and reports required by the applicable permit shall be submitted to:

  Southwest Florida Water Management District  
  Attn: Sarasota Regulation Department  
  6750 Fruitville Road  
  Sarasota, FL 34240-9711

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

- No Owner within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the buffer area(s) and drainage easement(s) described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the SWFWMD, Sarasota Regulation Department.

- No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the Subdivision includes a wetland mitigation area, as defined in Section 1.7.24, of the SWFWMD Handbook or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Environmental Resource Permit may be conducted without specific written approval from SWFWMD.

- SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

- Any amendment of the declaration of protective covenants, deed restrictions or declaration of covenants affecting the surface water management system facilities.

- If the Association ceases to exist, all of the Lot Owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.0 of the "Environmental Resource Permit Applications Within the SWFWMD."

- Each property Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD.
• The operation and maintenance entity shall submit inspection reports in the form required by SWFWMD, in accordance with the following schedule:

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter:

• All Lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Sarasota Regulation Department) as part of the deed restrictions:

"The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Service Office, Regulation Manager."

12. Each Lot Owner is encouraged to participate in the Florida Yards and Neighborhood Program. This is a program sponsored in part by the Florida Department of State which describes how to minimize non-point source pollution from landscapes, especially residential ones. More detailed information about this program can be obtained online at www.dep.state.fl.us/water/nonpoint/pubs.htm or by contacting the Florida Department of State at 850-245-8336.

13. All Lot Owners are put on notice that the Manatee County Board of County Commissioners could impose an impact fee or special assessment for emergency shelter facilities against each Lot due at the time of Certificate of Occupancy.

14. The lowest quality water possible shall be used for irrigation; and in-ground irrigation using Manatee County potable water supply shall be prohibited, including on individual Lots.

15. Lot Owners are hereby notified that neighboring agricultural uses of surrounding properties exist, which agricultural uses may possibly include the use of pesticides and herbicides with possible odors associated with such uses.

16. Lot Owners are hereby notified that roads within the Subdivision are privately owned and maintained and are not designed to Manatee County Public Works Standards.

17. The Declarant reserves the right to make any modifications, changes, or deletions to the landscaping and landscape buffers of the Property upon the addition of property to the Subdivision.

18. The Subdivision lies within the Hurricane Evacuation Zone B. Note: Hurricane Evacuation Zones can change from time to time; current Evacuation Zone categories and information can be obtained from Manatee County as set forth below). Additional information regarding hurricane evacuation zones and routes may be obtained from Manatee County by calling 941-748-4501 or
visiting the website www.mymymanatee.org Pursuant to MANATEE COUNTY ZONING ORDINANCE PDMU-98-08 (G)(RB),

(a) The Hurricane Evacuation Plan is approved by the Public Safety Department for this project. The applicant and their heirs, assigns, or transferees are hereby notified that a payment of an impact fee for emergency shelter facilities shall be required if such impact fee is adopted by the Board of County Commissioners.

(b) Port Harbour Parkway is planned as a 4-lane thoroughfare roadway and Upper Manatee River Road is planned as a 6-lane thoroughfare roadway and residents may experience increase noise impacts.

(c) Upper Manatee River Road is planned to bridge over the Manatee River.

19. Owners of Lots which are required to have sidewalks per approved construction drawings for the Subdivision shall be responsible for the installation and continued maintenance of such sidewalks. These sidewalks shall be constructed in the right-of-way (or easement, if necessary), as set forth in the Manatee County rules and regulations. Sidewalks on individual lots shall be installed prior to issuance of a Certificate of Occupancy for the construction on that lot per Manatee County Ordinance 09-24.

20. EXCLUSIVE OWNERSHIP AND CONTROL OF ALL SURFACE AND SUBSURFACE WATERS WITHIN THE SUBDIVISION HAVE BEEN SEPARATELY RESERVED BY THE DECLARANT. NO IRRIGATION WELLS MAY BE INSTALLED NOR ANY OTHER USE OF THE SURFACE AND SUB-SURFACE WATERS MAY BE MADE BY ANY LOT OWNER WITHIN THE SUBDIVISION. EACH LOT WITHIN THE SUBDIVISION SHALL BE REQUIRED TO HAVE AN AUTOMATED LAWN IRRIGATION SYSTEM THAT WILL BE CONNECTED TO A CENTRAL IRRIGATION SYSTEM. THE CENTRAL IRRIGATION SYSTEM SHALL BE OWNED BY THE DECLARANT OR SEPARATE UTILITY COMPANY AND MAINTAINED BY THE ASSOCIATION. IRRIGATION WATER WILL BE OBTAINED BY THE ASSOCIATION VIA AGREEMENT WITH THE DECLARANT OR SEPARATE UTILITY COMPANY AND THE ASSOCIATION. IRRIGATION SYSTEM AND WATER SUPPLY RELATED EXPENSES INCURRED BY THE ASSOCIATION WILL BE INCLUDED IN THEIR RESPECTIVE BUDGETS AND ASSESSED TO LOT OWNERS AS PART OF THEIR RESPECTIVE PERIODIC ASSESSMENT TOTALS.

21. JUST AS THIS DEVELOPMENT WILL IMPACT THE SURROUNDING AREAS, THE FUTURE DEVELOPMENT OF SURROUNDING AREAS WILL IMPACT THE SUBDIVISION AND YOUR USE AND ENJOYMENT OF YOUR PROPERTY. AS SURROUNDING AREAS ARE DEVELOPED, PEOPLE LIVING IN THIS SUBDIVISION MAY BE IMPACTED BY NEW OR EXPANDED ROADWAYS, INCREASED POPULATION AND TRAFFIC, ADDITIONAL NOISE AND OTHER EFFECTS OF LAND AND ROADWAY DEVELOPMENT.
22. Building Setbacks:

<table>
<thead>
<tr>
<th>Villa Units</th>
<th>Length (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Area</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>20’ (25’ with front load garage)</td>
</tr>
<tr>
<td>Side</td>
<td>5’</td>
</tr>
<tr>
<td>Rear</td>
<td>15’</td>
</tr>
<tr>
<td>Waterfront (if applicable)</td>
<td>30’ from SHWL</td>
</tr>
</tbody>
</table>

| Single Family Units          |                                |
|------------------------------|                                |
| Building Area                |                                |
| Front                        | 20’ (25’ with front load garage)|
| Side                         | 6’                             |
| Rear                         | 15’                            |
| Waterfront (if applicable)   | 30’ from SHWL                  |

24. Wetlands, Wetland Buffers. The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as Wetlands, Wetland Buffers without the prior consent of Manatee County; provided however, all construction, activities and use of the Conservation Easement consistent with the approved Preliminary and Final Site Plans and Construction Drawings for the Property shall be permitted uses of the Conservation Easement area without further consent by Manatee County:

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

(b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.

(c) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.

(d) Removal, mowing, or trimming of trees, shrubs or other vegetation, except for permitted maintenance.

(e) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.

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

(g) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
(h) Acts or uses detrimental to such retention of land or water areas.

(i) Application of fertilizers, pesticides, or herbicides.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED WETLANDS, WETLAND BUFFERS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS, EXCEPT (1) IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR (2) TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD AND/OR THE COUNTY, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

25. The Property is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Buyers shall recognize the need for such land management activities.

26. Owners are strictly prohibited from advertising, marketing, and operating the Owner’s Unit and/or Lot for purposes of short term transient lodging, and/or vacation rental use, and to provide access to Common Areas within the Subdivision (e.g. Air BnB.com, VRBO.com).
### Exhibit “E”

**List of Holdings**

The following is a list of holdings at the Residences of Watercolor Place Phase I which have been completed per approved final site plans and construction drawings; ownership, operation and maintenance of the holdings shall be as set forth in the Declaration:

<table>
<thead>
<tr>
<th>Tract</th>
<th>Description of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Private Roadway, Private Drainage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>3</td>
<td>Stormwater Area, Private Drainage Easement</td>
</tr>
<tr>
<td>4</td>
<td>Stormwater Area, Private Drainage Easement</td>
</tr>
<tr>
<td>5</td>
<td>Stormwater Area, Private Drainage Easement, Public Flowage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>6</td>
<td>Stormwater Area, Private Drainage Easement, Public Flowage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>7</td>
<td>Stormwater Area, Private Drainage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>8</td>
<td>Stormwater Area, Private Drainage Easement, Public Flowage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>9</td>
<td>Stormwater Area, Private Drainage Easement, Public Flowage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>10</td>
<td>Stormwater Area, Private Drainage Easement, Public Flowage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>11</td>
<td>Open Space, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>12</td>
<td>Open Space, Private Drainage Easement, Public Utility Easement, Private Utility Easement</td>
</tr>
<tr>
<td>13</td>
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<td>19</td>
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Exhibit "F"

Right of Entry and Compliance with Manatee County Land Development Code

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida, requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Part V, Section 336 of the Land Development Code, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for the Residences of Watercolor Place Phase I.

I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Property as may be necessary to perform those duties.

II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Property, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Property, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

III. **Disturbance of Common Areas.** No lands in the Common Property shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.

IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Property in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property Owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

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

VI. **Amendments.** Notwithstanding any other provision of this Declaration relating to amendments, neither this Exhibit, nor any provision of this Declaration affecting this Exhibit, may be amended without the written consent of Manatee County.
Exhibit "G"
Fiscal Program
# Fiscal Program - Exhibit "G"

**Residents of Watercolor Place Homeowners Association, Inc.**

*(All numbers are estimates only)*

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<td>Replacement Reserve</td>
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<tr>
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Exhibit “H”
Maintenance Program

A Maintenance Program has been established for the operation and care of the Subdivision amenities. The following is a schedule for the inspection and maintenance of all lands, signs and facilities considered Common Property and under the purview of the Residences of Watercolor Place Homeowners Association, Inc. (the “Association”).

Weekly:
Landscape and lawn service.
Irrigation sprinkler head inspection and maintenance.

Monthly:
Cleaning of streets from construction of homes.
Inspection and repair of irrigation pump and lines.
Inspection and maintenance of pond and lake areas.

Quarterly:
Fertilization (based on fertilization schedule, may not be as often as quarterly.)

Bi-Yearly:
Inspection and report to SWFWMD.

Yearly:
Mulch and labor on Common Property.
Inspect and repair mailboxes.
Inspection of and maintenance on entry medians and sign.
Inspection of and maintenance of streets and sidewalks.
Exotic species maintenance and removal.

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

It is anticipated that the budgetary information submitted for the first year of operations indicates more than adequate funds for maintenance as well as operation of the facilities provided by the Declarant. Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration to which each Lot is subject.

The pond and lake areas require periodic inspection and maintenance, provision for which is being made at least quarterly in compliance with various regulatory permits, not limited to SWFWMD and Manatee County. The above permit conditions are regulated and performed by the Association, to which the Declaration is subject.
At all events, a program is being established and will be established respecting all areas of the Subdivision, responsibility for which is the Declarant and/or the Association, and which will comply in all respects with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.
Exhibit "I"

Irrigation System, Easement/License and Reimbursement Agreement

[See attached]
IRRIGATION SYSTEM, EASEMENT/LICENSE, AND REIMBURSEMENT AGREEMENT FOR THE RESIDENCES OF WATERCOLOR PLACE ASSOCIATION, INC.

This Irrigation System, Easement-License, and Reimbursement Agreement for the Residences of Watercolor Place Homeowners Association, Inc. (this “Agreement”) dated this 22nd day of January, 2020 (the “Effective Date”), by and between Upper Manatee 288, LLC, a Florida limited liability company (the “Developer”), and Watercolor Utilities, LLC, a Florida limited liability company (the “Licensee”), and the Residences of Watercolor Place Homeowners Association, Inc., a Florida not-for-profit corporation (the “Association”).

RECITALS

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for the Residences of Watercolor Place Phase I recorded in the Official Records of Manatee County, Florida, as amended from time to time (the “Declaration”), the Developer is the exclusive owner of certain developer/declarant rights, as such rights govern the “Residences of Watercolor Place Phase I,” a residential subdivision (including all future phases) located in Manatee County, Florida (the “Subdivision”), which Subdivision is created and governed by the Declaration; and

WHEREAS, the Developer owns all of the lands comprising the Subdivision and owns all rights with respect to waters under or upon said lands whether existing or created by the excavation of land to create wells, lakes or ponds; and

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

WHEREAS, in accordance with the Declaration, the Subdivision shall be served by a Central Irrigation System through which the non-potable water for irrigation shall be provided to all Subdivision Lot Owners and all Common Properties; and

WHEREAS, pursuant to its obligations under the Declaration, the Association shall own, operate, maintain, control, and be responsible for the Common Area Irrigation Well and System;

WHEREAS, the Licensee owns (and/or controls by means of appropriate license, easement, or other interest) and operates certain pumping and transmission facilities for irrigation water, even if such water is piped to the Subdivision from another source; and

WHEREAS, the Licensee has been created for the purposes of funding the cost of and installing the Central Irrigation System and making the Central Irrigation System...
available to the Association to provide irrigation within the Subdivision at a cost competitive to alternative sources of non-potable water for irrigation including: (i) individual lot wells; (ii) individual lot Reclaimed Water source systems; or (iii) potable water from Sarasota County (collectively “Alternate Sources”), all of which are available; and

WHEREAS, the Declaration requires that the Association maintain and operate a Central Irrigation System for the benefit of the residents in the Subdivision; and

WHEREAS, Article 13 of the Declaration expressly contemplates that the Developer and/or the Association may enter into license agreements to provide a Central Irrigation System; and

WHEREAS, the Declaration requires that each Lot have a separate, individual automated lawn and landscaping irrigation system (the “Lot Irrigation Systems”), which Lot Irrigation Systems will be connected to the Central Irrigation System; and

WHEREAS, in consideration of the Licensee’s investment in creating the Central Irrigation System, the Developer and the Association shall hereby grant an exclusive license to the Licensee for the use of all surface and sub-surface waters within the Subdivision as a water source for the Central Irrigation System and to compensate the Licensee for its investment by the payment and collection of Irrigation Fees, all as set forth herein; and

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

WHEREAS, the Association desires to fulfill its irrigation responsibilities by providing use of waters to the Subdivision, and the Licensee, the Developer and the Association are willing to grant license to withdraw such waters for the use and benefit of the Association and its Members on the terms and conditions set forth below to which the Association and the Developer are agreeable;

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

ARTICLE I
DEFINITIONS

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

a. “Central Irrigation System” shall have the meaning set forth in Article 4.1 of this Agreement.
b. "Irrigation Fees" shall mean the fees paid to the Licensee hereunder for irrigation services to the Common Properties ("Irrigation Fees - Common") and to the Lots ("Irrigation Fees - Lots").

c. "Lake" or "Lakes" shall mean each and every lake or pond within the Subdivision including the stormwater retention facilities identified on the plat of the Subdivision.

d. "Permits" shall mean any governmental permits, licenses or other authorizations as may be required to utilize and control the surface and subsurface waters of the Subdivision, to install and operate Wells, pumps, and other water control devices, or to otherwise carry out the functions described herein.

e. "Reclaimed Water" shall mean water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but which does not qualify as potable water under applicable governmental regulations.

f. "Subdivision Landscaping" shall mean all lawns and landscaping presently or hereafter installed on the Subdivision Property.

g. "Subdivision Property" shall mean the Lots and Common Property located within the Subdivision. The Initial Property comprising the Subdivision is described on Exhibit "A," attached hereto and made a part hereof. The Subdivision Property includes the Initial Property and any additions thereto pursuant to Article 2.3 of the Declaration.

h. "Wells" shall mean any wells installed within the Subdivision to extract water from beneath the surface of the land.

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

ARTICLE II
GRANT OF LICENSE

2.1 License. The Developer, and the Association, as the Developer’s successor in interest to the Common Properties, hereby grant to the Licensee, for the term of this Agreement and on the conditions set forth herein, an exclusive license to withdraw and/or provide water from Wells, Lakes, or from any reclaimed water source available, to the Subdivision for the sole purpose of irrigating the Subdivision Landscaping. The Licensee’s right to provide water pursuant to this license shall be limited to water quantities as are reasonably necessary to irrigate the Subdivision Landscaping. The Licensee shall not provide water pursuant to this license more frequently or in greater volume than is reasonably necessary to provide proper irrigation for the Subdivision Landscaping. In no event shall the Licensee provide water pursuant to this license for any use other than the irrigation of the Subdivision Landscaping. The license hereby granted to the Licensee includes, without
limitation, access to all portions of the Common Properties and the Lots necessary for the installation of the Central Irrigation System. In no event shall the Association provide any water from the Wells or other subsurface water sources, or any of the Lakes or other elements of the surface water management system of the Subdivision or access Reclaimed Water from Sarasota County, except in accordance with the terms of this Agreement.

2.2 **Reserved Rights.** The Licensee is hereby granted the right to use the licenses exclusively in any manner determined in its sole discretion not inconsistent with the terms of this Agreement. Without limiting the foregoing, nothing herein shall be deemed to limit or affect the Licensee’s right to: (a) increase or decrease the water level of the Lakes or any other elements within the surface water management system of the Subdivision from time to time for any purpose and by any means, including the installation, control, and use of: drainage control devices and apparatus; additional lakes, ponds swales, culverts, inlets, and outfalls; Wells and pumps; and Reclaimed Water and related facilities; (b) in accordance with applicable governmental regulations, add Reclaimed Water to the surface water management system for any purpose, including but not limited to purposes related to irrigation of the Subdivision (whether or not pursuant to the terms of this Agreement); or (c) remove or withdraw all or any part of the water from the Wells, Lakes or any other portion of the surface water management system for any purpose, including but not limited to maintenance, compliance with governmental regulations, or extraction of fill dirt. The rights of the Licensee set forth in this Agreement are for its sole benefit and may be exercised, waived, released, or assigned, in whole or in part, in its sole and absolute discretion. Upon any assignment of this Agreement, the Licensee shall be released from the provision hereof, and the assignee shall enjoy the rights and benefits provided for herein. No person shall have any cause of action against the Licensee on account of its exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any such rights. No well shall be drilled, installed, and/or operated by either the Association and/or its Members within the Community without the express written consent of the Licensee, which consent may be withheld by the Licensee in its absolute and sole discretion. The use of an individual well by the Owner of a Lot for irrigation purposes shall be prohibited unless otherwise approved in writing by the Licensee.

2.3 **Water Treatment.** As part of the Association’s responsibilities to maintain the Lakes and surface water management system of the Subdivision, the Association may chemically treat or cause a third-party to chemically treat the water within the surface water management system of the Subdivision from time to time. Prior to any such treatment, the Association agrees to provide or to cause any such third-party to provide at least one (1) weeks’ advance written notice to the Developer (following turnover of the Association, notice to the Developer shall not be required) and the Licensee of the date and nature of the treatment and the chemical(s) to be used in the treatment. Upon the written request of the Licensee, any such notice(s) shall also be sent to such additional parties as may be designated by the Licensee from time to time and, in such case, in addition to the notice sent to the Licensee there shall be sent a written confirmation of any such additional parties which were notified of the intended treatment.
2.4 Supply. Subject to the provisions of this Agreement, the Licensee shall make available to the Subdivision such amount of irrigation water as may be utilized by the Subdivision. The parties acknowledge, however, that due to many factors, such as natural causes, environmental conditions, Acts of God, governmental regulation, and the Licensee’s exercising any of its reserved rights referenced in Article 2.2 of this Agreement, the availability of water from time to time may be insufficient to satisfy the reasonable water quantity requirements for the irrigation of the Subdivision Landscaping. The parties acknowledge that governmental regulations may from time to time require the suspension of the withdrawal of water from the Wells. Special provisions concerning termination of this Agreement in the event of protracted insufficient water resources are set forth in Article 6.2 of this Agreement. Pursuant to the provisions of Article 2.2 of this Agreement, the Licensee may, in its sole and absolute discretion and without notice, add Reclaimed Water to the surface water management system, or directly utilize Reclaimed Water as a source of water within the Central Irrigation System and, at its cost and expense, establish other transmission facilities to service the Subdivision. The Water Company shall not be liable to users for water quantity, quality, and pressure provided.

ARTICLE III
IRRIGATION FEES

3.1 Subdivision Landscaping. It is contemplated that the Subdivision Landscaping will include lawns and landscaping on both the Lots and the Subdivision’s Common Property. With respect to the Subdivision’s Common Property, the Association’s responsibility to irrigate the lawns and landscaping began upon recording of the Subdivision plat in the Public Records. With respect to the Lots, the Association’s responsibility to provide sources to irrigate the lawns and landscaping will commence as homes are constructed on the Lots. In view of the differences in the commencement and scope of the Association’s irrigation responsibilities for the Subdivision’s Common Property and the Lots, the fees payable hereunder by the Association to the Licensee (“Irrigation Fees”) will be differentiated in accordance with the provisions of Articles 3.2 and 3.3 of this Agreement.

3.2 Subdivision Common Area Fees. In consideration of the Licensee’s construction of the Central Irrigation System to be used by the Association for the irrigation of lawns and landscaping on the Subdivision’s Common Property, the Association shall pay to the Licensee a monthly Irrigation Fee (“Irrigation Fee-Commons”) in accordance with the following provisions:

a. The Association agrees that the rates to be charged shall be those shown in the rate schedule attached hereto as Exhibit “B” and by this reference incorporated herein (the “Association Rate Schedule”).

b. The Licensee may establish, amend, or revise from time to time in the future different rates or rate schedules reflecting rates other than those shown in Exhibit “B.”

3.3 Lot Fees. In consideration of the Licensee’s construction of the Central Irrigation System to be used by the Association (and its members) for the irrigation of lawns and
landscaping on the Lots, the Association shall pay to the Licensee a monthly Irrigation Fee per Lot ("Irrigation Fee-Lots") in accordance with the following provisions:

a. The monthly Irrigation Fee-Lots shall be based upon the number of Lots that have been issued Certificates of Occupancy by Sarasota County for homes constructed thereon. With respect to each Lot, payment by the Association to the Licensee of the monthly Irrigation Fee-Lots shall commence upon the first day of the next calendar month following the issuance by Sarasota County of a Certificate of Occupancy for a home constructed on the Lot. Monthly Irrigation Fees-Lots shall be payable in advance on the first day of each month. The monthly Irrigation Fee-Lots shall be paid to the Licensee regardless of the Association’s collection of assessments for common expenses from its members.

b. The monthly Irrigation Fee-Lots shall be the rates shown in the rate schedule attached hereto as Exhibit “C” (the “Irrigation Fee-Lots Rate Schedule”).

c. The Licensee may establish, amend, or revise from time to time in the future different rates or rate schedules reflecting rates other than those shown in Exhibit “C.”

3.4 Abatement. If, by reason of natural causes, environmental conditions, Acts of God, governmental regulation, the Licensee’s exercising any of its reserved rights referenced in Article 2.2 of this Agreement, or otherwise, the available water volume should at any time be insufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Subdivision Landscaping in a proper manner, the monthly Irrigation Fees set forth in Articles 3.2 and 3.3 of this Agreement shall be equitably abated during the period that the available water volume remains insufficient. Such abatement shall terminate once the available water volume is available in sufficient quantities to permit withdrawal by the Association of an adequate quantity of water to irrigate the Subdivision Landscaping in a proper manner. If the Association is unable to withdraw any water at all due to insufficient available water volume or any other cause outside the control of the Association, including a suspension of such withdrawal rights on account of governmental regulatory requirements, then the monthly Irrigation Fees set forth in Articles 3.2 and 3.3 of this Agreement shall be fully abated until the Association is again able to withdraw water in accordance with the terms of this Agreement. However, if any reduction or suspension of water volume shall be caused by vandalism, damage from third parties, or damage from the Association or its members, the monthly Irrigation Fees shall not be abated or offset.

ARTICLE IV
CENTRAL IRRIGATION SYSTEM

4.1 Installation. The Licensee shall, at its sole expense and at no expense to the Association, install the components of the Central Irrigation System, to include, without limitation, pump stations and facilities, irrigation pumps and transmission pipes and lines, electrical panels and pedestals, Wells and pumping equipment and controls. The foregoing components, together with all timers, valves, and other accessory equipment and components comprising the Central Irrigation System for the Subdivision, as the same may be modified from time to time (but not including the separate Lot Irrigation System of the
Lot Owners in their respective Lots), are referred to herein as the “Central Irrigation System”. Pump Stations and Facilities may be installed on the Association’s Common Property as necessary, in the sole discretion of the Licensee.

4.2 Ownership. Initially, the Licensee and/or the Developer shall have exclusive title to and control of all electrical panels, pedestals, stations, controls, Wells, pumps, pipes, lines, timers, valves, and other components and facilities comprising the Central Irrigation System. At the expiration of the Primary Term (hereinafter defined), the Licensee and/or the Developer shall transfer and convey the Central Irrigation System to the Association subject to the terms hereof. Such transfer and conveyance shall not include an assignment of any rights to receive Irrigation Fees provided in Article III of this Agreement, all of such rights being expressly reserved by the Licensee. No part of the Central Irrigation System shall be considered a fixture to the Subdivision Property, but shall be and remain personal property. If this Agreement is terminated prior to the expiration of the first Extended Term (as defined below), then the Licensee shall have the right to remove the Central Irrigation System and all of its components within a reasonable time, which shall not be less than six (6) months after any termination (the “Removal Period”). During the Removal Period, the Licensee shall have the right to enter onto the Subdivision Property during all reasonable hours (including all daylight hours) to remove the Central Irrigation System and shall use its best efforts to minimize any damage caused by the removal.

ARTICLE V
MAINTENANCE PAYMENT AND ELECTRICITY

5.1 Maintenance. The Association shall, at its sole expense and at no expense to the Developer or the Licensee, provide routine maintenance on the Central Irrigation System, such as replacement of sprinkler heads and replacement of timers, and keep it in good operating condition to assure water conservation and the proper supply of water to irrigate the Subdivision Landscaping. The Licensee shall, at its sole expense and at no expense to the Association, provide all major repairs and maintenance on the Central Irrigation System. For purposes hereof, the phrase “major repairs and maintenance” shall mean any maintenance and repairs to the main irrigation line or components of the Central Irrigation System that exceed $1,000.00 per occurrence for such items as replacement of the main lines and pumps. Notwithstanding anything contained in this Agreement, the Licensee shall not be responsible for any repairs or maintenance to individual Lots, watering heads/devices, ancillary lines on common property, or for damage/vandalism caused by a third party, including, but not limited to, members, guests, invitees, or trespassers. For any major repairs and maintenance, the Association shall provide written notice to the Licensee informing it of all available facts regarding the alleged major repair and/or maintenance required and the need for repairs. Within a reasonable time, the Licensee shall inspect the issue and, provided that it is a major repair and/or maintenance, shall diligently repair and/or maintain same. The Licensee shall in no event be obligated to reimburse the Association for repairs undertaken by the Association or other third party, and the Association shall have no right of offset for amounts owed pursuant to this Agreement unless otherwise agreed to in a separate writing between the parties.
5.2 **Electricity Usage.** The Central Irrigation System shall have its own separate electrical panel and meter(s), which shall be in the name of the Association. If the electricity is not billed directly to the Association, then the Association agrees to pay the Licensee within ten (10) days of receipt of the Licensee’s statement for electricity charges and deposits due to the electrical utility.

**ARTICLE VI**
**TERM OF AGREEMENT**

6.1 **Term.** This Agreement shall have an initial term of thirty (30) years from the effective date of this Agreement (the “**Primary Term**”). This Agreement has three (3) additional terms of ten (10) years each. Each subsequent 10-year term will automatically renew unless the Water Company provides written notice between 365 days and 180 days of the current Agreement term’s expiration that the Water Company does not wish for the Agreement to continue and will treat the Agreement as terminated upon the expiration of the current Agreement term. Each subsequent 10-year term will be known as “Extended Term 1,” “Extended Term 2,” and “Extended Term 3.” The licensing fees shall be subject to annual or other increases throughout each Extended 10-year Term. This Agreement shall enter a secondary term for a period of five (5) years (the “**Secondary Term**”) commencing on the date the Primary Term or relevant Extended Term expires. Upon the conclusion of the Secondary Term, neither the Developer nor the Licensee shall be obligated to provide or arrange for the provision of Alternate Sources of systems for irrigation of Subdivision Landscaping, and all obligations under this Agreement shall be terminated.

6.2 **Intentionally Deleted.**

6.3 **Residual Rights.** Upon the lawful termination of this Agreement for the reasons described above, the obligations of all parties shall cease, and the Developer and the Licensee shall relinquish all rights to the water and the Common Irrigation System, in the Subdivision and shall convey or assign same to the Association.

**ARTICLE VII**
**GRANT OF EASEMENTS BY ASSOCIATION**

7.1 **Grant of Easements.** The Developer hereby reserves and the Association, as successor to the Common Properties, hereby grants to the Developer and the Licensee: (i) a perpetual and exclusive easement in, on, under, through, or over the lands comprising the Subdivision for the installation, maintenance, repair, inspection, removal, and replacement of any and all of the components of the Central Irrigation System for the irrigation of the Subdivision Landscaping and for ingress and egress thereto; (ii) a perpetual and exclusive easement for the installation of Wells, pumps, pipes and other irrigation and water withdrawal equipment by the Developer and the Licensee in order to withdraw water for purposes consistent with this Agreement; (iii) a perpetual and exclusive water flowage easement over all of the Lakes and other components of the surfacewater management system of the Subdivision; and (iv) an access easement on, under, through, or over the lands comprising the Subdivision for the removal of the Central Irrigation System by the Developer and/or the
Licensee. The reservation of such easements shall in no way be construed to obligate the Developer or the Licensee to maintain the Central Irrigation System. The easements granted herein shall terminate six (6) months after the termination of this Agreement as provided herein.

ARTICLE VIII
GOVERNMENTAL REGULATIONS

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

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

ARTICLE IX
HOLD HARMLESS

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

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

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

9.4 **No Warranties.** The Developer and the Licensee make no warranty or representation with respect to the design or installation of the Central Irrigation System. However, the Developer and/or the Licensee shall assign to the Association any and all contractual warranties provided by the contractor(s) which actually design and install the Central Irrigation System, if any such contractual warranty is provided or remains in effect.

**ARTICLE X**

**NOTICES**

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

<table>
<thead>
<tr>
<th>Party</th>
<th>Notice Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upper Manatee 288, LLC</td>
<td>1651 Whitfield Ave., Suite 200</td>
</tr>
<tr>
<td></td>
<td>Sarasota, FL 34243</td>
</tr>
<tr>
<td>Watercolor Utilities, LLC</td>
<td>1651 Whitfield Ave., Suite 200</td>
</tr>
<tr>
<td></td>
<td>Sarasota, FL 34243</td>
</tr>
<tr>
<td>The Residences of Watercolor Place Homeowners Association, Inc.</td>
<td>1651 Whitfield Ave., Suite 200</td>
</tr>
<tr>
<td></td>
<td>Sarasota, FL 34243</td>
</tr>
</tbody>
</table>

**ARTICLE XI**

**MISCELLANEOUS PROVISIONS**

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

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

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

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

11.5 Reasonable Attorneys’ Fees and Costs. If any party institutes against another party any Proceeding(s) (as defined in this Section) to enforce or interpret any provisions of this Agreement, or to recover damages by reason of any alleged breach of any provision(s) of this Agreement, or to obtain any other judicial or quasi-judicial remedy, then the Prevailing Party (as defined in this Section) in the Proceeding(s) shall have the right to and be entitled to recover from the non-prevailing party all of its bond costs, court costs, duplicating costs, expert witness fees and costs, investigation costs, postage, printing costs, reasonable attorneys’ fees (regardless of the type of fee arrangement structure), and any other disbursements or expenses, whether paid or accruing, to arise from the Proceeding(s) and to arise from any subsequent Proceeding(s) instituted by any party against another party to establish the reasonableness of the amounts sought, whether paid or accruing, from the previous Proceeding(s). For purposes of this Section, the term “Prevailing Party” is defined as the party named in a Proceeding(s) (as defined herein) who is awarded by an arbitrator, court, magistrate, mediator, or other trier of fact, a final judgment of substantial relief on the significant issue(s) presented in a Proceeding(s), including without limitation, the termination of any Proceeding(s) by voluntary dismissal, whether with or without prejudice. For purposes of this Section, the term “Proceeding” is defined as any completed, pending, or threatened, alternate dispute resolution process, appeal, arbitration, cause of action, claim, counterclaim, declaratory action, defense, government inquiry or investigation, issue, hearing, lawsuit, litigation, matter, mediation, subpoena, or any other judicial or quasi-judicial proceeding, whether formal or informal, and in each case administrative, arbitrating, civil, criminal, or investigative..

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

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

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

11.9 Recording. One fully executed original of this Agreement shall be recorded in the Official Records of the county where the Subdivision is located.

11.10 Cooperation. The parties agree to cooperate and execute all documents necessary to implement and carry out the provisions of this Agreement.
11.11 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties may not be signatories to the same counterpart.

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the Parties by their respective duly authorized officer/agent noted below have executed this Agreement as of the Effective Date.

Signed, sealed, and delivered in the presence of:

[Signature]
Signature of Witness #1

[Name]
Name of Witness #1

[Signature]
Signature of Witness #2

[Name]
Name of Witness #2

The Developer:

Upper Manatee 288, LLC, a Florida limited liability company

By: Land Experts, Inc., a Florida corporation
Its: Manager

By: Carlos M. Beruff
Its: President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22 day of January, 2020, by Carlos M. Beruff, as President, on behalf of Land Experts, Inc., a Florida corporation. He/she is personally known to me [✓] or has produced ______________________ as identification.

[Signature]
Signature of Notary Public

[Name]
Name of Notary Public

My Commission Expires: 02/13/23
Signed, sealed, and delivered in the presence of:

[Signature of Witness #1]

[Name of Witness #1]

[Signature of Witness #2]

[Christopher Chavez]

[Name of Witness #2]

The Licensee:

Watercolor Utilities, LLC, a Florida limited liability company

By: Land Experts, Inc., a Florida corporation

Its: Manager

[Signature]

By: Charlie Tokarz

Its: Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22nd day of January, 2020, by Charlie Tokarz, as Vice President, on behalf of Land Experts, Inc., a Florida corporation. He/she is personally known to me [☑] or has produced ________________ as identification.

[Signature of Notary Public]

Samantha Lynn Cortese

[Name of Notary Public]

My Commission Expires: 02/13/23

[Seal]
Signed, sealed, and delivered in the presence of:

[Signature]
Name of Witness #1

[Signature]
Name of Witness #2

The Association:
The Residences of Watercolor Place Homeowners Association, Inc., a Florida corporation not-for-profit

By: Chris Chavez
Its: Vice President, Director

STATE OF FLORIDA
COUNTY OF MANATEE
The foregoing instrument was acknowledged before me this __ day of January, 20__, by Chris Chavez, as Vice President, Director, on behalf of the Residences of Watercolor Place Homeowners Association, Inc., a Florida corporation not-for-profit. He/she is personally known to me [ ] or has produced ______________ as identification.

[Signature]
Signature of Notary Public
Samantha Lynn Cortese
Name of Notary Public
My Commission Expires: 02/13/23

SEAL
Exhibit "A"
Subdivision Property

[Insert Legal Description]
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N.00°21'11"E., ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 299.82 FEET; THENCE N.89°17'19"W., A DISTANCE OF 43.45 FEET TO THE WEST MAINTAINED RIGHT OF WAY LINE OF UPPER MANATEE RIVER ROAD, AN EXISTING 80 FOOT PUBLIC RIGHT OF WAY AS RECORDED IN ROAD PLAT BOOK 6, PAGE 73, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N.00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 374.70 FEET; THENCE N.89°38'24"W., A DISTANCE OF 806.72 FEET; THENCE N.00°21'37"E., A DISTANCE OF 907.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING N.78°17'31"E., 127.25 FEET AND A CENTRAL ANGLE OF 13°17'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 127.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET, A CHORD BEARING S.89°38'23"E., AND A CENTRAL ANGLE OF 37°25'21"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 457.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, A CHORD BEARING S.79°55'13"E., AND A CENTRAL ANGLE OF 17°59'02"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 372.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING S.47°47'50"E., AND A CENTRAL ANGLE OF 82°13'48"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 43.06 FEET; THENCE S.89°35'42"E., A DISTANCE OF 35.00 FEET TO THE INTERSECTION WITH SAID WEST MAINTAINED RIGHT OF WAY LINE; THENCE N.00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 148.38 FEET; THENCE S.89°25'24"W., A DISTANCE OF 35.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S.49°32'18"W., 32.88 FEET AND A CENTRAL ANGLE OF 82°14'40"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING N.80°08'02"W., AND A CENTRAL ANGLE OF 18°24'40"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 144.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A CHORD BEARING N.78°48'55"W., 219.55 FEET AND A CENTRAL ANGLE OF 15°46'25"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 220.24 FEET; THENCE N.00°21'37"E., A DISTANCE OF 527.24 FEET; THENCE S.89°38'23"E., A DISTANCE OF 417.97 FEET TO THE INTERSECTION WITH SAID WEST MAINTAINED RIGHT OF WAY LINE; THENCE N.00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 310.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN RIGHT OF WAY DEDICATION AS RECORDED IN OFFICIAL RECORDS BOOK 1623, PAGE 4123, SAID PUBLIC RECORDS; THENCE N.87°54'05"W., ALONG SAID SOUTH LINE, A DISTANCE OF 18.31 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N.00°24'18"E., ALONG THE WEST LINE OF SAID CERTAIN RIGHT OF WAY DEDICATION, A DISTANCE OF 51.20 FEET TO THE INTERSECTION WITH THE EASTERN EXTENSION OF THE SOUTHERLY FACE OF A CONCRETE WALL; THENCE N.87°50'38"W., ALONG THE SOUTHERLY FACE OF SAID WALL AND THE EASTERN EXTENSION THEREOF, A DISTANCE OF 597.16 FEET; THENCE N.87°51'03"W., ALONG THE SOUTHERLY FACE OF SAID WALL, A DISTANCE OF 370.38 FEET; THENCE S.02°08'20"W., A DISTANCE OF 89.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 212.00 FEET, A CHORD BEARING S.20°40'47"W., 223.14 FEET AND A CENTRAL ANGLE OF 63°30'24"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 338.00 FEET, A CHORD BEARING S.07°39'08"W., AND A CENTRAL ANGLE OF 37°27'06";
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 220.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 662.00 FEET, A CHORD BEARING S.20°25'35"W., AND A CENTRAL ANGLE OF 11°54'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.53 FEET; THENCE S.14°28'28"W., A DISTANCE OF 126.95 FEET; THENCE S.02°19'11"W., A DISTANCE OF 59.28 FEET; THENCE S.00°21'37"W., A DISTANCE OF 155.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1450.00 FEET, A CHORD BEARING N.78°29'20"W., 329.37 FEET AND A CENTRAL ANGLE OF 13°02'35"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.08 FEET; THENCE N.71°58'02"W., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CHORD BEARING N.85°21'47"W., AND A CENTRAL ANGLE OF 26°47'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 584.51 FEET; THENCE S.81°14'27"W., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.77°59'38"W., AND A CENTRAL ANGLE OF 41°31'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.59°07'44"W., AND A CENTRAL ANGLE OF 03°48'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.34°53'39"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE N.08°45'33"W., A DISTANCE OF 9.00 FEET; THENCE S.81°14'27"W., A DISTANCE OF 86.00 FEET; THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.17°22'33"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.41°45'44"W., AND A CENTRAL ANGLE OF 03°29'50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.00 FEET, A CHORD BEARING S.63°40'40"W., AND A CENTRAL ANGLE OF 47°19'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET, A CHORD BEARING N.63°52'54"W., AND A CENTRAL ANGLE OF 57°33'12"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1054.72 FEET; THENCE N.54°53'42"E., A DISTANCE OF 40.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.28°11'44"E., AND A CENTRAL ANGLE OF 53°23'57"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING N.21°42'04"E., AND A CENTRAL ANGLE OF 40°24'37"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 148.11 FEET; THENCE N.41°54'23"E., A DISTANCE OF 249.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.21°08'41"E., AND A CENTRAL ANGLE OF 41°31'23"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.84 FEET; THENCE N.00°23'00"E., A DISTANCE OF 39.82 FEET THE SOUTHERLY FACE OF SAID CONCRETE WALL; THENCE N.89°37'28"W., ALONG THE SOUTHERLY FACE OF SAID CONCRETE WALL, A DISTANCE OF 250.08 FEET; THENCE S.89°52'34"W., ALONG THE SOUTHERLY FACE OF SAID CONCRETE WALL, A DISTANCE OF 353.55 FEET; THENCE N.00°14'55"E., A DISTANCE OF 1.50 FEET TO THE SOUTHERLY LINE OF WATERLEFE GOLF & RIVER CLUB, UNIT 9, AS RECORDED IN PLAT BOOK 39, PAGE 10, SAID PUBLIC RECORDS; THENCE
N.89°49'26"W., ALONG SAID SOUTH LINE, A DISTANCE OF 324.52 FEET TO THE WESTERNMOST CORNER OF TRACT 523, SAID WATERLEFE GOLF & RIVER CLUB, UNIT 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF KAY ROAD AS RECORDED IN WATERLEFE GOLF & RIVER CLUB, UNIT 5, AS RECORDED IN PLAT BOOK 37, PAGE 162, SAID PUBLIC RECORDS; THENCE S.00°14'25"W., ALONG THE EAST LINE OF SAID KAY ROAD, A DISTANCE OF 42.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N.89°45'35"W., ALONG THE SOUTH LINE OF SAID KAY ROAD, A DISTANCE OF 198.00 FEET TO THE SOUTHWESTERN CORNER THEREOF, SAID POINT ALSO LYING ON THE EAST LINE OF TRACT 900, STONEYBROOK AT HERITAGE HARBOUR SUBPHASE A, UNIT 1, PLAT BOOK 39, PAGE 160, SAID PUBLIC RECORDS; THENCE S.01°22'30"W., ALONG SAID EAST LINE OF TRACT 900 AND THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 405.75 FEET; THENCE S.88°34'59"E., A DISTANCE OF 84.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.59°32'54"E., AND A CENTRAL ANGLE OF 63°44'13"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.92 FEET; THENCE N.27°40'47"E., A DISTANCE OF 255.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 101.00 FEET, A CHORD BEARING N.24°16'49"E., AND A CENTRAL ANGLE OF 06°47'56"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.98 FEET; THENCE N.20°52'51"E., A DISTANCE OF 93.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING S.82°56'44"E., 68.43 FEET AND A CENTRAL ANGLE OF 06°56'36"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING S.55°16'05"E., AND A CENTRAL ANGLE OF 48°24'42"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.31°13'32"E., AND A CENTRAL ANGLE OF 00°19'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.05°15'15"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.20°52'51"W., A DISTANCE OF 12.00 FEET; THENCE S.69°07'09"E., A DISTANCE OF 86.00 FEET; THENCE N.20°52'51"E., A DISTANCE OF 14.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A CHORD BEARING N.56°26'56"E., AND A CENTRAL ANGLE OF 71°08'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S.73°22'26"E., AND A CENTRAL ANGLE OF 29°13'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CHORD BEARING S.44°15'01"E., AND A CENTRAL ANGLE OF 29°01'40"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 288.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.58°22'10"E., AND A CENTRAL ANGLE OF 58°22'10"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1149.40 FEET; THENCE S.02°59'52"W., A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING S.37°23'12"E., 31.12 FEET AND A CENTRAL ANGLE OF 52°47'58"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.25 FEET; THENCE S.00°50'12"W., A DISTANCE OF 38.06 FEET; THENCE S.89°09'48"E., A DISTANCE OF 60.00 FEET; THENCE N.00°50'12"E., A DISTANCE OF 38.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING N.38°40'47"E.,
31.54 FEET AND A CENTRAL ANGLE OF 53°33'36"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.72 FEET; THENCE N.01°51'12"W., A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING N.87°36'48"E., 21.41 FEET AND A CENTRAL ANGLE OF 1°04'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S.73°34'22"E., AND A CENTRAL ANGLE OF 38°41'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.57°37'38"E., AND A CENTRAL ANGLE OF 06°48'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.34°53'39"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET; THENCE N.81°14'27"E., A DISTANCE OF 86.00 FEET; THENCE N.08°45'33"W., A DISTANCE OF 9.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.17°22'33"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.41°36'39"E., AND A CENTRAL ANGLE OF 03°48'02"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.60°28'33"E., AND A CENTRAL ANGLE OF 41°31'50"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET; THENCE N.81°14'27"E., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.85°21'47"E., AND A CENTRAL ANGLE OF 26°47'31"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 537.75 FEET; THENCE S.71°58'02"E., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1550.00 FEET, A CHORD BEARING S.74°30'25"E., AND A CENTRAL ANGLE OF 05°04'45"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.41 FEET; THENCE S.12°57'13"W., A DISTANCE OF 65.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 51.00 FEET, A CHORD BEARING S.07°41'48"E., AND A CENTRAL ANGLE OF 41°18'01"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING S.05°02'41"E., AND A CENTRAL ANGLE OF 46°36'16"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.22 FEET; THENCE S.55°42'49"W., A DISTANCE OF 129.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 197.00 FEET, A CHORD BEARING S.25°17'23"W., AND A CENTRAL ANGLE OF 60°50'52"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 209.21 FEET; THENCE S.05°08'03"E., A DISTANCE OF 139.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1324.65 FEET, A CHORD BEARING S.03°31'59"E., 485.77 FEET AND A CENTRAL ANGLE OF 21°07'51"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 488.53 FEET; THENCE S.04°45'59"W., A DISTANCE OF 113.84 FEET; THENCE S.15°01'21"W., A DISTANCE OF 45.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING S.37°11'25"W., AND A CENTRAL ANGLE OF 44°20'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 290.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING S.29°47'03"W., AND A CENTRAL ANGLE OF 59°08'53"; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.16 FEET; THENCE S.00°12'36"W., A DISTANCE OF 41.02 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE S.89°47'26"E., ALONG SAID SOUTH LINE, A DISTANCE OF 1603.40 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2607, PAGE 7110, SAID PUBLIC RECORDS; THENCE N.00°22'21"E., ALONG THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 299.98 FEET; THENCE S.89°53'14"E., ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 131.70 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.
Exhibit "B"
The Asssociation Rate Schedule for Common Areas

Prior to the increase date:

1. $100 per month payable monthly (Monthly Irrigation Fee)

2. 100% of the reuse water billing from Manatee County Public Utilities Department payable monthly, if applicable.

Commencing the first month subsequent to the increase date:

1. $200 per month payable monthly (Monthly Irrigation Fee)

2. 100% of the reuse water billing from Manatee County Public Utilities Department payable monthly, if applicable.

The increase date shall be the date when 50% of the Lots within the Subdivision are sold to a third party homebuyer.

After the increase date, the Monthly Irrigation Fee shall increase by 3% annually on January 1 of each year, or as mandated by Manatee County, whichever is greater.
Exhibit "C"
The Irrigation Fee-Lots Rate Schedule

Prior to the increase date:

Paired Villas – $30.00 per Unit per month payable monthly (Monthly Irrigation Fee)

Single Family – $50.00 per Unit per month payable monthly (Monthly Irrigation Fee)

The increase date shall be the date when 50% of the lots within the Subdivision are sold to a third party homebuyer.

After the increase date, the Monthly Irrigation Fee shall increase by 3% annually on January 1 of each year, or as mandated by Manatee County, whichever is greater.
MORTGAGE'S JOINER IN, CONSENT TO AND RATIFICATION OF THE SUBDIVISION PLAT AND ALL DEDICATIONS AND PRESERVATIONS THEREON FOR THE RESIDENCES OF WATERCOLOR PLACE, PHASE I SUBDIVISION

Truist (F/K/A Branch Banking & Trust Company, a North Carolina banking corporation) (the "Mortgagee"), is the owner, holder, and secured party of that certain Uniform Commercial Code Financing Statement recorded on December 21, 2018 in Book 2761, Page 3116 of the Official Records of Manatee County, Florida, as Official Records Instrument # 201841126764, in and for the Official Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of the Residences of Watercolor Place, Phase I Subdivision, and described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in, consents to and ratifies said subdivision plat and all dedications and reservations thereon, and releases from the lien of said mortgage all streets, alleys, walks, thoroughfares, parks, open spaces, required utilities and similar facilities, canals, tracts and drainage or other easements dedicated to or reserved for the public on said subdivision plat.

DATED, this _____ day of ____________________, 20___.

[SIGNATURE PAGE TO FOLLOW]
Signed in the presence of.

Kim W. Sherrill
Signature of Witness #1

Kim W. Sherrill
Printed or Typed Name of Witness #1

Kim W. Sherrill
Signature of Witness #2

Kim W. Sherrill
Printed or Typed Name of Witness #2

STATE OF Fl.
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30th day of February, 2020 by BBT now TRUIST, a SVP, on behalf of a SVP. He/she is personally known to me X or has produced ____________ as identification.

Kim W. Sherrill
Signature of Notary Public

Kim W. Sherrill
Name of Notary Public

My Commission Expires: 1-24-2023
Schedule "A" to UCC-1 in Favor of Branch Banking and Trust Company, Secured Party

Commence at the Southeast corner of Section 19, Township 34 South, Range 19 East, Manatee County, Florida; thence N.00°21'11"E., along the East line of said Section 19, a distance of 300.33 feet; thence N.69°40'07"W., a distance of 43.45 feet to the West Maintained Right of Way line of Upper Manatee River Road, an existing 80 foot public Right of Way, as recorded in Road Plat Book 6, Page 75, Public Records of Manatee County, Florida, said point also being the point of beginning; thence N.00°24'18"E., along said West Maintained Right of Way line, a distance of 375.28 feet; thence N.89°38'24"W., a distance of 806.72 feet; thence N.00°21'37"E., a distance of 907.46 feet to the beginning of a non-tangent curve to the left having a radius of 550.00 feet, a chord bearing N.78°17'31"E., 127.25 feet and a central angle of 13°17'10"; thence easterly along the arc of said curve, a distance of 127.54 feet to the point of reverse curvature of a curve to the right having a radius of 700.00 feet, a chord bearing S.89°38'23"E., and a central angle of 37°25'21"; thence easterly along the arc of said curve, a distance of 457.20 feet to the point of reverse curvature of a curve to the left having a radius of 550.00 feet, a chord bearing S.79°59'13"E., and a central angle of 17°59'02"; thence easterly along the arc of said curve, a distance of 127.63 feet to the point of reverse curvature of a curve to the right having a radius of 30.00 feet, a chord bearing S.47°47'59"E., and a central angle of 82°13'48"; thence southeasterly along the arc of said curve, a distance of 43.06 feet, thence S.89°35'42"E., a distance of 35.00 feet to the intersection with said West Maintained Right of Way line, thence N.00°24'18"E., along said West Maintained Right of Way line, a distance of 148.38 feet; thence S.89°25'24"W., a distance of 35.01 feet to the beginning of a non-tangent curve to the right having a radius of 25.00 feet, a chord bearing S.49°32'18"W., 52.88 feet and a central angle of 82°14'40"; thence southerly along the arc of said curve, a distance of 35.89 feet to the point of compound curvature of a curve to the right having a radius of 450.00 feet, a chord bearing N.80°08'02"W., and a central angle of 18°24'40"; thence westerly along the arc of said curve, a distance of 144.60 feet to the beginning of a non-tangent curve to the left having a radius of 800.00 feet, a chord bearing N.78°40'35"W., 219.55 feet and a central angle of 15°46'24"; thence westerly along the arc of said curve, a distance of 220.24 feet; thence N.00°21'37"E., a distance of 527.24 feet; thence S.89°38'23"E., a distance of 417.97 feet to the intersection with said West Maintained Right of Way line; thence N.00°24'18"E., along said West Maintained Right of Way line, a distance of 310.21 feet to the intersection with the South line of that certain Right of Way dedication as recorded in Official Records Book 1623, Page 4123, said Public Records; thence N.87°54'06"W., along the said
SOUTH LINE, A DISTANCE OF 18.15 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN RIGHT OF WAY DEED; THENCE N.69°24'18"E., ALONG THE WEST LINE OF SAID CERTAIN RIGHT OF WAY DEED; A DISTANCE OF 42.05 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN RIGHT OF WAY DEED OF KAY ROAD (42.0 FEET WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 673. THENCE N.87°54'06"W., ALONG SAID NORTH LINE, A DISTANCE OF 967.96 FEET; THENCE S.02°08'20"W., A DISTANCE OF 78.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 212.08 FEET; A CHORD BEARING S.20°40'47"W., 223.14 FEET AND A CENTRAL ANGLE OF 63°30'24"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 338.00 FEET, A CHORD BEARING S.07°39'08"W., AND A CENTRAL ANGLE OF 37°27'06"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 220.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 662.00 FEET, A CHORD BEARING S.20°25'35"W., AND A CENTRAL ANGLE OF 11°54'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.53 FEET; THENCE S.14°28'28"W., A DISTANCE OF 126.45 FEET; THENCE S.02°19'11"W., A DISTANCE OF 59.28 FEET; THENCE S.00°21'37"W., A DISTANCE OF 155.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1450.00 FEET, A CHORD BEARING S.78°29'20"W., 329.37 FEET AND A CENTRAL ANGLE OF 13°02'35"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.08 FEET; THENCE N.71°58'02"W., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET; A CHORD BEARING N.85°21'47"W., AND A CENTRAL ANGLE OF 26°47'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 584.51 FEET; THENCE S.81°14'27"W., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.77°59'38"W., AND A CENTRAL ANGLE OF 41°31'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.83°07'44"W., AND A CENTRAL ANGLE OF 03°45'02"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.34°53'35"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE N.08°45'33"W., A DISTANCE OF 9.00 FEET; THENCE S.81°14'27"W., A DISTANCE OF 86.00 FEET; THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.13°22'33"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.41°45'44"W., AND A CENTRAL ANGLE OF 03°29'50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 580 FEET TO THE POINT OF REVERSE CURVATURE.
OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.00 FEET, A CHORD BEARING S.63°40'40"W., AND A CENTRAL ANGLE OF 47°19'42", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET, A CHORD BEARING N.63°52'54"W., AND A CENTRAL ANGLE OF 57°33'12", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1054.72 FEET; THENCE N.54°35'42"E., A DISTANCE OF 40.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.28°11'44"E., AND A CENTRAL ANGLE OF 53°23'57", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING N.21°42'04"E., AND A CENTRAL ANGLE OF 40°24'37", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 148.11 FEET; THENCE N.41°54'23"E., A DISTANCE OF 249.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.21°08'41"E., AND A CENTRAL ANGLE OF 41°51'23", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.84 FEET; THENCE N.00°23'30"E., A DISTANCE OF 39.38 FEET TO THE INTERSECTION WITH THE SOUTHERLY FACE OF A CONCRETE WALL; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY FACE OF SAID WALL; (1) N.89°37'02"W., A DISTANCE OF 246.28 FEET; (2) THENCE S.89°50'23"W., A DISTANCE OF 86.39 FEET; (3) THENCE CONTINUE S.89°50'23"W., A DISTANCE OF 266.97 FEET; THENCE N.00°19'21"E., A DISTANCE OF 1.94 FEET TO THE INTERSECTION WITH SOUTH LINE WATERLEFE GOLF & RIVER CLUB, UNIT 9, AS RECORDED IN PLAT BOOK 39, PAGE 10, SAID PUBLIC RECORDS; THENCE N.89°44'39"W., ALONG SAID SOUTH LINE OF WATERLEFE GOLF & RIVER CLUB, UNIT 9, A DISTANCE OF 328.30 FEET TO THE NORTHEAST CORNER OF KAY ROAD, A 42 FOOT DEDICATED PUBLIC RIGHT OF WAY AS SHOWN IN WATERLEFE GOLF & RIVER CLUB, UNIT 5, PLAT BOOK 37, PAGE 16, SAID PUBLIC RECORDS; THENCE CONTINUE N.89°44'39"W., ALONG THE NORTH LINE OF SAID KAY ROAD, A DISTANCE OF 14.14 FEET TO THE NORTHEAST CORNER OF TRACT 900, STONEYBROOK AT HERITAGE HARBOUR SUBPHASE II, UNIT 1, PLAT BOOK 39, PAGE 160, SAID PUBLIC RECORDS; THENCE S.01°24'49"W., ALONG THE EAST LINE OF SAID TRACT 900 AND THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 447.69 FEET; THENCE S.88°34'59"E., A DISTANCE OF 85.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.59°32'54"E., AND A CENTRAL ANGLE OF 63°44'13", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.92 FEET; THENCE N.27°40'04"E., A DISTANCE OF 255.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 101.00 FEET, A CHORD BEARING N.24°16'49"E., AND A CENTRAL ANGLE OF 06°47'56", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.98 FEET; THENCE N.20°52'51"E., A DISTANCE OF 93.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 365.00 FEET, A CHORD BEARING S.82°56'44"E., 68.43 FEET AND A CENTRAL ANGLE OF 06°56'36", THENCE EASTERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING S 33°16'05"E, AND A CENTRAL ANGLE OF 82°24'22"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S 31°13'32"E, AND A CENTRAL ANGLE OF 60°19'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S 30°15'19"E, AND A CENTRAL ANGLE OF 52°10'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET, THENCE S 20°52'51"W, A DISTANCE OF 12.00 FEET; THENCE S 69°07'09"E, A DISTANCE OF 86.00 FEET, THENCE N 20°52'25"E, A DISTANCE OF 14.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A CHORD BEARING N 36°26'56"E, AND A CENTRAL ANGLE OF 71°08'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S 73°22'26"E, AND A CENTRAL ANGLE OF 29°13'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 57.00 FEET, A CHORD BEARING S 44°15'01"E, AND A CENTRAL ANGLE OF 29°01'40"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 288.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S 61°19'42"E, AND A CENTRAL ANGLE OF 63°11'01"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1268.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S 73°35'42"E, AND A CENTRAL ANGLE OF 38°41'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S 57°37'38"E, AND A CENTRAL ANGLE OF 66°48'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S 34°53'39"E, AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET, THENCE S 08°45'53"E, A DISTANCE OF 9.00 FEET, THENCE N 81°42'7"E, A DISTANCE OF 86.00 FEET, THENCE N 08°52'37"W, A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N 17°22'23"E, AND A CENTRAL ANGLE OF 52°06'12"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N 41°30'39"E, AND A CENTRAL ANGLE OF 03°48'02"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 84.00 FEET, A CHORD BEARING N.69°28'33"E., AND A CENTRAL ANGLE OF 41°31'50".; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET; THENCE N.81°14'27"E., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.85°21'47"E., AND A CENTRAL ANGLE OF 26°47'31".; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 537.75 FEET; THENCE S.71°58'02"E., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1550.00 FEET, A CHORD BEARING S.74°30'25"E., AND A CENTRAL ANGLE OF 05°04'45".; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1374.41 FEET; THENCE S.12°57'13"W., A DISTANCE OF 65.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 51.00 FEET, A CHORD BEARING S.07°41'48"E., AND A CENTRAL ANGLE OF 41°18'01".; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 248.00 FEET, A CHORD BEARING S.85°02'41"E., AND A CENTRAL ANGLE OF 46°36'16".; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.22 FEET; THENCE S.55°42'49"W., A DISTANCE OF 129.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 197.00 FEET, A CHORD BEARING S.25°73'23"W., AND A CENTRAL ANGLE OF 60°50'32".; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 209.21 FEET; THENCE S.05°08'03"E., A DISTANCE OF 139.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1324.65 FEET, A CHORD BEARING S.03°15'59"E., 485.77 FEET AND A CENTRAL ANGLE OF 21°07'51".; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 488.53 FEET; THENCE S.04°45'59"W., A DISTANCE OF 113.84 FEET; THENCE S.15°01'21"W., A DISTANCE OF 45.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING S.37°11'25"W., AND A CENTRAL ANGLE OF 44°20'08".; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 290.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, A CHORD BEARING S.39°47'03"W., AND A CENTRAL ANGLE OF 59°08'53".; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.16 FEET; THENCE S.06°12'36"W., A DISTANCE OF 41.59 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE S.89°47'26"E., ALONG SAID SOUTH LINE, A DISTANCE OF 1605.40 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2667, PAGE 7110, SAID PUBLIC RECORDS; THENCE N.08°22'21"E., ALONG THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 299.98 FEET; THENCE S.89°53'14"E., ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 131.70 FEET TO THE POINT OF BEGINNING, BEING AND Lying in Section 19, Township 34 South, Range 19 East, Manatee County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

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COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N 00°21'11"E, ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 300.53 FEET; THENCE N 89°43'07"W, A DISTANCE OF 43.45 FEET TO THE WEST RIGHT OF WAY LINE OF UPPER MANATEE RIVER ROAD, AN EXISTING 80 FOOT PUBLIC RIGHT OF WAY AS RECORDED IN ROAD PLAT BOOK 6, PAGE 73, PUBLIC RECORDS OF MANATEE COUNTY; THENCE N 00°24'18"E, ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 1253.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°24'18"E, ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 148.38 FEET; THENCE S 89°25'24"W, A DISTANCE OF 35.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S 49°32'18"W, 32.88 FEET AND A CENTRAL ANGLE OF 82°14'40"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING N 80°08'12"W, AND A CENTRAL ANGLE OF 18°24'40"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 144.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A CHORD BEARING N 89°38'23"W, AND A CENTRAL ANGLE OF 37°25'21"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 522.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING S 81°00'17"W, AND A CENTRAL ANGLE OF 18°42'40"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 446.56 FEET; THENCE N 89°38'23"W, A DISTANCE OF 19.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N 68°52'28"W, AND A CENTRAL ANGLE OF 41°31'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N 89°19'39"W, AND A CENTRAL ANGLE OF 82°20'12"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.68 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S 71°00'00"W, AND A CENTRAL ANGLE OF 43°23'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 63.62 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1450.00 FEET, A CHORD BEARING N 79°33'38"W, AND A CENTRAL ANGLE OF 15°11'12"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 384.33 FEET; THENCE N 71°58'02"W, A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CHORD BEARING N 85°21'47"W, AND A CENTRAL ANGLE OF 26°47'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 584.51 FEET; THENCE S 81°14'27"W, A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N 77°59'38"W, AND A CENTRAL ANGLE OF 41°31'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF
95.00 FEET, A CHORD BEARING N.59°07'44"W., AND A CENTRAL ANGLE OF 03°48'02".
THENCE NORTHWesterLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30
FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.34°53'39"W., AND A
CENTRAL ANGLE OF 52°16'12".; THENCE NORTHWesterLY ALONG THE ARC OF
SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE N.08°45'33"W., A DISTANCE OF
9.00 FEET; THENCE S.81°14'27"W., A DISTANCE OF 86.00 FEET; THENCE S.08°45'33"E.,
A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.17°22'33"W., AND
A CENTRAL ANGLE OF 52°16'12".; THENCE SOUTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A
CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING
S.41°45'44"W., AND A CENTRAL ANGLE OF 03°25'50".; THENCE SOUTHWesterLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.80 FEET TO THE POINT OF
REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.00
FEET, A CHORD BEARING S.63°40'40"W., AND A CENTRAL ANGLE OF 47°19'41";
THENCE SOUTHWesterLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF
52.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 1050.00 FEET, A CHORD BEARING N.65°52'54"W., AND A
CENTRAL ANGLE OF 57°33'12".; THENCE NORTHWesterLY ALONG THE ARC OF
SAID CURVE, A DISTANCE OF 1054.72 FEET; THENCE N.54°53'42"E., A DISTANCE OF
40.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A
RADIUS OF 26.00 FEET, A CHORD BEARING N.28°11'44"E., AND A CENTRAL ANGLE
OF 53°23'57".; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A
DISTANCE OF 24.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO
THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING N.21°42'04"E.,
AND A CENTRAL ANGLE OF 40°24'37".; THENCE NORTHERLY ALONG THE ARC OF
SAID CURVE, A DISTANCE OF 148.11 FEET; THENCE N.41°54'23"E., A DISTANCE OF
249.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A
RADIUS OF 26.00 FEET, A CHORD BEARING N.21°08'41"E., AND A CENTRAL ANGLE
OF 41°51'23".; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE
OF 18.84 FEET; THENCE N.90°23'00"E., A DISTANCE OF 59.38 FEET TO THE
INTERSECTION WITH THE SOUTHERLY FACE OF A CONCRETE WALL, THENCE THE
FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY FACE OF SAID WALL;
(1) N.89°37'02"W., A DISTANCE OF 246.28 FEET; (2) THENCE S.89°50'23"W., A
DISTANCE OF 86.59 FEET; (3) THENCE CONTINUE S.89°50'23"W., A DISTANCE OF
266.97 FEET; THENCE N.00°19'21"E., A DISTANCE OF 1 94 FEET TO THE
INTERSECTION WITH SOUTH LINE WATERLEFE GOLF & RIVER CLUB, UNIT 9, AS
RECORDED IN PLAT BOOK 39, PAGE 10, SAID PUBLIC RECORDS; THENCE
N.89°44'39"W., ALONG SAID SOUTH LINE OF WATERLEFE GOLF &
RIVER CLUB, UNIT 9, A DISTANCE OF 328.30 FEET TO THE NORTHEAST CORNER OF KAY ROAD, A 42
FOOT DEDICATED PUBLIC RIGHT OF WAY AS SHOWN IN WATERLEFE GOLF &
RIVER CLUB, UNIT 5, PLAT BOOK 37, PAGE 16, SAID PUBLIC RECORDS, THENCE
CONTINUE N.89°44'39"W., ALONG THE NORTH LINE OF SAID KAY ROAD, A
DISTANCE OF 197.14 FEET TO THE NORTHEAST CORNER OF TRACT 908,
STONEYBROOK AT HERITAGE HARBOUR SUBPHASE A, UNIT 1, PLAT BOOK 39, PAGE 160, SAID PUBLIC RECORDS; THENCE S.01°24'40"W., ALONG THE EAST LINE OF SAID TRACT 900 AND THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 447.69 FEET; THENCE S.88°34'59"E., A DISTANCE OF 85.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, A CHORD BEARING N.59°32'34"E., AND A CENTRAL ANGLE OF 63°44'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.92 FEET; THENCE N.27°40'47"E., A DISTANCE OF 255.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 101.06 FEET, A CHORD BEARING N.24°16'49"E., AND A CENTRAL ANGLE OF 06°47'56"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.98 FEET; THENCE N.20°52'51"E., A DISTANCE OF 93.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING S.82°56'44"E., 58.43 FEET AND A CENTRAL ANGLE OF 06°50'30"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING S.15°16'50"E., AND A CENTRAL ANGLE OF 48°24'42"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.31°13'32"E., AND A CENTRAL ANGLE OF 00°19'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.05°15'15"E., AND A CENTRAL ANGLE OF 52°9'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.20°52'51"W., A DISTANCE OF 12.00 FEET; THENCE S.69°07'00"E., A DISTANCE OF 86.00 FEET; THENCE N.20°52'51"E., A DISTANCE OF 14.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A CHORD BEARING N.56°26'56"E., AND A CENTRAL ANGLE OF 71°08'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.63 FEET TO THE POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.53°22'26"E., AND A CENTRAL ANGLE OF 29°13'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CHORD BEARING S.44°19'01"E., AND A CENTRAL ANGLE OF 29°01'40"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 288.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.61°19'42"E., AND A CENTRAL ANGLE OF 63°11'01"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1268.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S.73°54'22"E., AND A CENTRAL ANGLE OF 38°41'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.57°37'38"E., AND A CENTRAL ANGLE OF 06°48'14".
MORTGAGE'S JOINER IN, CONSENT TO AND RATIFICATION OF
THE SUBDIVISION PLAT AND ALL DEDICATIONS AND PRESERVATIONS
THEREON FOR THE RESIDENCES OF WATERCOLOR PLACE, PHASE I
SUBDIVISION

Truist (F/K/A Branch Banking & Trust, a North Carolina banking corporation) (the “Mortgagee”),
is the owner and holder of that certain Mortgage, Security Agreement, and Assignment of Rents
(Mortgage Securing an Advancing Line of Credit Construction Loan) dated December 20, 2018,
as recorded in Book 2761, Page 3092 of the Official Records of Manatee County, Florida, as
Official Records Instrument # 201841126763, in and for the Official Records of Manatee County,
Florida, covering all or some portion of the real property located in Manatee County, Florida,
constituting the subdivision plat of the Residences of Watercolor Place, Phase I Subdivision, and
described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT “A”)

For good and valuable consideration in hand paid by the record owner of said real property,
receipt whereof is hereby acknowledged, hereby specifically joins in, consents to and ratifies said
subdivision plat and all dedications and reservations thereon, and releases from the lien of said
mortgage all streets, alleys, walks, thoroughfares, parks, open spaces, required utilities and similar
facilities, canals, tracts and drainage or other easements dedicated to or reserved for the public on
said subdivision plat.

DATED, this _______ day of _____________________, 20__.

[SIGNATURE PAGE TO FOLLOW]
Signed in the presence of.

Signature of Witness #1
Kim W. Sherrill
Printed or Typed Name of Witness #1
Kim W. Sherrill

Signature of Witness #2
David Hopkins
Printed or Typed Name of Witness #2

Mortgagee:

_BBT now TRUIST_____________________________________

By: _______________________
Its: _______________________

(Corporate Seal)

STATE OF ____________
COUNTY OF ____________
The foregoing instrument was acknowledged before me this _______ day of ____________, 20__ by
_BBT now TRUIST_________ on behalf of
BBT now TRUIST_________, a ____________, He/she is
personally known to me _______ or has produced ____________ as identification.

Signature of Notary Public
Kim W. Sherrill
Name of Notary Public

My Commission Expires: ____________
Exhibit "A"

Commence at the southeast corner of section 19, township 34 south, range 19 east, Manatee county, Florida; thence N 00°21'11" E., along the east line of said section 19, a distance of 300.53 feet; thence N 89°43'07" W., a distance of 43.45 feet to the west maintained right of way line of upper manatee river road, an existing 80 foot public right of way as recorded in road plat book 6, page 73, public records of Manatee county, Florida; said point also being the point of beginning; thence N 00°24'18" E., along said west maintained right of way line, a distance of 375.26 feet; thence N 89°38'24" W., a distance of 806.12 feet; thence N 00°21'37" E., a distance of 907.46 feet to the beginning of a non-tangent curve to the left having a radius of 550.00 feet, a chord bearing N 78°17'31" E., 127.25 feet and a central angle of 13°17'10"; thence easterly along the arc of said curve, a distance of 127.54 feet to the point of reverse curvature of a curve to the right having a radius of 700.00 feet, a chord bearing S 89°38'23" E., and a central angle of 37°25'21"; thence easterly along the arc of said curve, a distance of 457.20 feet to the point of reverse curvature of a curve to the left having a radius of 550.00 feet, a chord bearing S 79°55'13" E., and a central angle of 17°59'02"; thence easterly along the arc of said curve, a distance of 172.63 feet to the point of reverse curvature of a curve to the right having a radius of 30.00 feet, a chord bearing S 47°47'50" E., and a central angle of 82°13'48"; thence southeasterly along the arc of said curve, a distance of 43.06 feet; thence S 89°35'43" E., a distance of 35.00 feet to the intersection with said west maintained right of way line, thence N 00°24'18" E., along said west maintained right of way line, a distance of 148.38 feet; thence S 89°35'24" W., a distance of 35.01 feet to the beginning of a non-tangent curve to the right having a radius of 25.00 feet, a chord bearing S 90°32'18" W., 32.88 feet and a central angle of 82°14'40"; thence southerly along the arc of said curve, a distance of 35.89 feet to the point of compound curvature of a curve to the right having a radius of 450.00 feet, a chord bearing N 80°08'02" W., and a central angle of 18°24'40"; thence westerly along the arc of said curve, a distance of 144.60 feet to the beginning of a non-tangent curve to the left having a radius of 800.00 feet, a chord bearing N 78°48'55" W., 219.55 feet and a central angle of 15°46'24"; thence westerly along the arc of said curve, a distance of 220.24 feet; thence N 00°21'37" E., a distance of 527.24 feet; thence S 89°38'23" E., a distance of 417.97 feet to the intersection with said west maintained right of way line; thence N 00°24'18" E., along said west maintained right of way line, a distance of 310.21 feet to the intersection with the south line of that certain right of way dedication as recorded in official records book 1623, page 4123, said public records; thence N 87°54'06" W., along said south line, a distance of 18.15 feet to the southwest corner of said...
CERTAIN RIGHT OF WAY DEDICATION; THENCE N.00°24'18"E., ALONG THE WEST LINE OF SAID CERTAIN RIGHT OF WAY DEDICATION, A DISTANCE OF 42.05 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN RIGHT OF WAY DEDICATION OF KAY ROAD (42.0 FEET WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 1711, PAGE 673; THENCE N.87°54'06"W., ALONG SAID NORTH LINE, A DISTANCE OF 967.96 FEET; THENCE S.02°08'20"W., A DISTANCE OF 78.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 212.00 FEET, A CHORD BEARING S.20°40'47"W., 223.14 FEET AND A CENTRAL ANGLE OF 63°30'24"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 234.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 338.00 FEET, A CHORD BEARING S.07°39'08"W., AND A CENTRAL ANGLE OF 37°27'06"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 662.00 FEET, A CHORD BEARING S.20°25'35"W., AND A CENTRAL ANGLE OF 11°54'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.53 FEET; THENCE S.14°28'28"W., A DISTANCE OF 126.95 FEET; THENCE S.02°09'11"W., A DISTANCE OF 39.28 FEET; THENCE S.00°11'57"W., A DISTANCE OF 155.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1450.00 FEET, A CHORD BEARING N.76°29'20"W., 329.37 FEET AND A CENTRAL ANGLE OF 13°02'35"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.08 FEET; THENCE N.71°58'02"W., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CHORD BEARING N.85°21'47"W., AND A CENTRAL ANGLE OF 26°47'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 584.51 FEET; THENCE S.81°14'27"W., A DISTANCE OF 369.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.77°09'38"W., AND A CENTRAL ANGLE OF 41°31'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.59°07'44"W., AND A CENTRAL ANGLE OF 03°48'02"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.34°53'39"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE N.08°45'53"W., A DISTANCE OF 9.00 FEET; THENCE S.81°14'27"W., A DISTANCE OF 86.00 FEET; THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.17°22'33"W., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.41°45'54"W., AND A CENTRAL ANGLE OF 03°29'50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.00 FEET, A CHORD BEARING S.63°40'40"W., AND A CENTRAL ANGLE OF 47°19'41"; THENCE SOUTHWESTERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.87 FEET TO THE POINT OF
COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF
1050.00 FEET, A CHORD BEARING N.63°52'54"W., AND A CENTRAL ANGLE OF
5°33'12".; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A
DISTANCE OF 1054.72 FEET; THENCE N.54°55'42"E., A DISTANCE OF 40.33 FEET TO
THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00
FEET; A CHORD BEARING N.28°11'44"E., AND A CENTRAL ANGLE OF 53°23'57".;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF
24.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING N.21°42'04"E., AND A
CENTRAL ANGLE OF 40°24'37".; THENCE NORTHERLY ALONG THE ARC OF SAID
CURVE, A DISTANCE OF 148.11 FEET; THENCE N.41°54'23"E., A DISTANCE OF 249.88
FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS
OF 26.00 FEET, A CHORD BEARING N.21°08'41"E., AND A CENTRAL ANGLE OF
41°31'23".; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF
18.84 FEET; THENCE N.00°23'00"E., A DISTANCE OF 39.38 FEET TO THE
INTERSECTION WITH THE SOUTHERLY FACE OF A CONCRETE WALL; THENCE THE
FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY FACE OF SAID WALL;
(1) N.89°37'02"W., A DISTANCE OF 346.28 FEET; (2) THENCE S.89°50'23"W., A
DISTANCE OF 86.39 FEET; (3) THENCE CONTINUE S.89°50'23"W., A DISTANCE OF
266.97 FEET; THENCE N.00°15'21"E., A DISTANCE OF 1.94 FEET TO THE
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FOOR DEDICATED PUBLIC RIGHT OF WAY AS SHOWN IN WATERLEFE GOLF &
RIVER CLUB, UNIT 5, PLAT BOOK 37, PAGE 16, SAID PUBLIC RECORDS; THENCE
CONTINUE N.89°44'39"W., ALONG THE NORTH LINE OF SAID KAY ROAD, A
DISTANCE OF 197.11 FEET TO THE NORTHEAST CORNER OF TRACT 900,
STONEYBROOK AT HERITAGE HARBOUR SUBPHASE A, UNIT 1, PLAT BOOK 39,
PAGE 160, SAID PUBLIC RECORDS; THENCE S.01°24'49"W., ALONG THE EAST LINE
OF SAID TRACT 906 AND THE EAST LINE OF SAID SECTION 19, A DISTANCE OF
442.69 FEET; THENCE S.88°34'59"E., A DISTANCE OF 85.18 FEET TO THE POINT OF
CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET; A
CHORD BEARING N.59°32'54"E., AND A CENTRAL ANGLE OF 63°44'13".; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.92 FEET;
THENCE N.27°40'47"E., A DISTANCE OF 255.24 FEET TO THE POINT OF CURVATURE
OF A CURVE TO THE LEFT HAVING A RADIUS OF 101.00 FEET, A CHORD BEARING
N.24°16'49"E., AND A CENTRAL ANGLE OF 66°47'56".; THENCE NORTHEASTERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.98 FEET; THENCE
N.20°52'51"E., A DISTANCE OF 93.46 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING
S.82°56'44"E., 68.43 FEET AND A CENTRAL ANGLE OF 66°56'36".; THENCE EASTERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.47 FEET TO THE POINT OF
COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00
FEET, A CHORD BEARING S.55°16'05"E., AND A CENTRAL ANGLE OF 48°24'42";
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.31°13'32"E., AND A CENTRAL ANGLE OF 60°19'37".; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.03°15'15"E., AND A CENTRAL ANGLE OF 52°16'17".; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.20°52'51"W., A DISTANCE OF 12.00 FEET; THENCE S.65°07'09"E., A DISTANCE OF 86.00 FEET, THENCE N.20°52'51"E., A DISTANCE OF 14.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A CHORD BEARING N.56°26'56"E., AND A CENTRAL ANGLE OF 71°08'08".; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S.73°22'26"E., AND A CENTRAL ANGLE OF 29°13'10".; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CHORD BEARING S.44°15'01"E., AND A CENTRAL ANGLE OF 29°01'40".; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 288.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.61°19'42"E., AND A CENTRAL ANGLE OF 63°11'01".; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1268.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S.73°54'22"E., AND A CENTRAL ANGLE OF 38°41'42".; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.57°37'38"E., AND A CENTRAL ANGLE OF 06°48'14".; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.34°53'39"E., AND A CENTRAL ANGLE OF 52°16'12".; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET; THENCE N.81°14'27"E., A DISTANCE OF 86.00 FEET; THENCE N.08°45'33"W., A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.17°22'33"E., AND A CENTRAL ANGLE OF 52°16'12".; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.41°36'39"E., AND A CENTRAL ANGLE OF 03°48'02".; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 63.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.60°28'33"E., AND A CENTRAL ANGLE OF 41°31'50".; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET; THENCE N.81°14'27"E., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF
1150.00 FEET, A CHORD BEARING S.85°21'47"W., AND A CENTRAL ANGLE OF 26°47'31", THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 537.75 FEET; THENCE S.71°58'02"E., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1550.00 FEET, A CHORD BEARING S.43°30'25"E., AND A CENTRAL ANGLE OF 02°04'43", THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 137.41 FEET; THENCE S.12°57'13"W., A DISTANCE OF 65.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 51.00 FEET, A CHORD BEARING S.07°41'14"E., AND A CENTRAL ANGLE OF 41°18'01", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING S.05°52'41"E., AND A CENTRAL ANGLE OF 40°36'16", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.22 FEET; THENCE S.55°42'49"W., A DISTANCE OF 129.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 197.00 FEET, A CHORD BEARING S.25°17'23"W., AND A CENTRAL ANGLE OF 60°59'52", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 209.21 FEET; THENCE S.05°58'03"E., A DISTANCE OF 139.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1324.65 FEET, A CHORD BEARING S.69°31'59"E., 485.77 FEET AND A CENTRAL ANGLE OF 21°07'51", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 488.53 FEET; THENCE S.04°45'59"W., A DISTANCE OF 113.84 FEET; THENCE S.15°01'21"W., A DISTANCE OF 45.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING S.37°11'25"W., AND A CENTRAL ANGLE OF 44°20'08", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 290.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING S.29°47'03"W., AND A CENTRAL ANGLE OF 59°08'33", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.16 FEET; THENCE S.60°12'36"W., A DISTANCE OF 41.59 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE S.89°47'26"E., ALONG SAID SOUTH LINE, A DISTANCE OF 1603.40 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2007, PAGE 7110, SAID PUBLIC RECORDS; THENCE N.00°22'21"E., ALONG THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 299.98 FEET; THENCE S.89°53'14"E., ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 131.70 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N.00°21'11"E., ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 300.53 FEET, THENCE N.89°43'07"W., A DISTANCE OF 43.45 FEET TO THE WEST RIGHT OF WAY LINE OF UPPER MANATEE RIVER ROAD, AN EXISTING 80 FOOT PUBLIC RIGHT OF WAY AS
RECORDED IN ROAD PLAT BOOK 6, PAGE 73, PUBLIC RECORDS OF MANATEE COUNTY; THEREFORE .00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 1253.97 FEET TO THE POINT OF BEGINNING; THEREFORE CONTINUE .00°24'18"E., ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 148.31 FEET; THEREFORE S.89°25'24"W., A DISTANCE OF 35.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S.49°32'18"W., 32.88 FEET AND A CENTRAL ANGLE OF 82°14'40"; THEREFORE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING N.80°08'02"W., AND A CENTRAL ANGLE OF 18°24'40"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 144.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A CHORD BEARING S.89°38'23"W., AND A CENTRAL ANGLE OF 37°25'21"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 522.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING S.81°00'17"W., AND A CENTRAL ANGLE OF 18°42'40"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.96 FEET; THEREFORE N.89°38'23"W., A DISTANCE OF 19.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.68°52'28"W., AND A CENTRAL ANGLE OF 41°31'50"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.89°19'39"W., AND A CENTRAL ANGLE OF 82°26'12"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S.71°09'00"W., AND A CENTRAL ANGLE OF 43°23'31"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 63.62 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1450.00 FEET, A CHORD BEARING N.79°33'38"W., AND A CENTRAL ANGLE OF 15°11'12"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 384.33 FEET; THEREFORE N.71°50'02"W., A DISTANCE OF 393.47 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CHORD BEARING N.85°21'47"W., AND A CENTRAL ANGLE OF 26°47'31"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 584.51 FEET; THEREFORE S.81°14'27"W., A DISTANCE OF 309.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING N.77°59'35"W., AND A CENTRAL ANGLE OF 41°31'50"; THEREFORE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 60.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING N.59°07'44"W., AND A CENTRAL ANGLE OF 03°48'02"; THEREFORE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING N.34°53'39"W., AND A CENTRAL ANGLE OF 52°16'12"; THEREFORE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THEREFORE N.08°45'53"W., A DISTANCE OF
9.00 feet; thence S.81°14'27"W., a distance of 86.00 feet; thence S.08°45'33"E.,
a distance of 5.00 feet to the point of curvature of a curve to the
right having a radius of 39.00 feet, a chord bearing S.17°22'33"W., and a
central angle of 52°16'12".; thence southerly along the arc of said
curve, a distance of 35.58 feet to the point of reverse curvature of a
curve to the left having a radius of 95.00 feet, a chord bearing
S.41°43'34"W., and a central angle of 03°29'30".; thence southwesterly
along the arc of said curve, a distance of 5.80 feet to the point of
reverse curvature of a curve to the right having a radius of 64.00
feet, a chord bearing S.63°40'40"W., and a central angle of 47°19'41".;
thence southwesterly along the arc of said curve, a distance of
52.87 feet to the point of compound curvature of a curve to the right
having a radius of 1059.00 feet, a chord bearing N.63°32'54"W., and a
central angle of 7°13'12".; thence northwesterly along the arc of said
curve, a distance of 1054.72 feet; thence N.54°53'42"E., a distance of
40.33 feet to the point of curvature of a curve to the left having a
radius of 26.00 feet, a chord bearing N.28°11'14"E., and a central angle
of 53°23'57".; thence northeasterly along the arc of said curve, a
distance of 24.23 feet to the point of reverse curvature of a curve to the
right having a radius of 210.00 feet, a chord bearing N.21°42'04"E.,
and a central angle of 40°24'37".; thence northerly along the arc of said
curve, a distance of 148.11 feet; thence N.41°54'23"E., a distance of
249.88 feet to the point of curvature of a curve to the left having a
radius of 26.00 feet, a chord bearing N.21°08'41"E., and a central angle
of 41°13'23".; thence northerly along the arc of said curve, a distance
of 18.84 feet; thence N.00°23'00"E., a distance of 39.38 feet to the
intersection with the southerly face of a concrete wall; thence the
following three (3) courses along the southerly face of said wall;
(1) N.89°27'02"W., a distance of 246.28 feet; (2) thence S.89°50'23"W., a
distance of 86.59 feet; (3) thence continue S.89°50'23"W., a distance of
266.97 feet; thence N.00°15'21"E., a distance of 1.94 feet to the
intersection with south line Waterlefe Golf & River Club, Unit 9, as
recorded in Plat Book 39, Page 16, said public records; thence
N.89°44'39"W., along said south line of Waterlefe Golf & River Club, Unit
9, a distance of 328.30 feet to the northeast corner of Kay Road, a 42
foot dedicated public right of way as shown in Waterlefe Golf &
River Club, Unit 5, Plat Book 37, Page 16, said public records; thence
continue N.89°44'39"W., along the north line of said Kay Road, a
distance of 197.14 feet to the northeast corner of Tract 900,
Stoneybrook at Heritage Harbour Subphase A, Unit 1, Plat Book 39,
Page 160, said public records; thence S.01°24'49"W., along the east line
of said Tract 900 and the east line of said Section 19, a distance of
447.69 feet; thence S.88°34'59"E., a distance of 85.18 feet to the point of
curvature of a curve to the left having a radius of 26.00 feet, a
chord bearing N.59°32'54"E., and a central angle of 63°44'13".; thence
northeasterly along the arc of said curve, a distance of 28.92 feet;
THENCE N.27°40'47"E., A DISTANCE OF 255.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 101.00 FEET, A CHORD BEARING N.24°16'49"E., AND A CENTRAL ANGLE OF 06°47'56"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.98 FEET; THENCE N.20°52'51"E., A DISTANCE OF 93.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET, A CHORD BEARING S.82°56'44"E., 68.43 FEET AND A CENTRAL ANGLE OF 06°56'36"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CHORD BEARING S.53°16'05"E., AND A CENTRAL ANGLE OF 48°24'42"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.31°13'32"E., AND A CENTRAL ANGLE OF 00°19'37"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 0.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.05°15'15"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET; THENCE S.20°52'51"W., A DISTANCE OF 12.00 FEET; THENCE S.60°07'09"E., A DISTANCE OF 86.00 FEET, THENCE N.20°52'51"E., A DISTANCE OF 14.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A CHORD BEARING N.56°26'56"E., AND A CENTRAL ANGLE OF 71°08'08"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 54.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S.73°22'26"E., AND A CENTRAL ANGLE OF 29°13'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.69 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 57.00 FEET, A CHORD BEARING S.44°15'01"E., AND A CENTRAL ANGLE OF 29°01'40"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 288.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET, A CHORD BEARING S.61°19'47"E., AND A CENTRAL ANGLE OF 63°16'01"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1268.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CHORD BEARING S.73°34'22"E., AND A CENTRAL ANGLE OF 38°41'42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CHORD BEARING S.57°37'38"E., AND A CENTRAL ANGLE OF 06°48'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 11.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING S.34°53'39"E., AND A CENTRAL ANGLE OF 52°16'12"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.58 FEET, THENCE S.08°45'33"E., A DISTANCE OF 9.00 FEET; THENCE N.81°19'42"E., A DISTANCE OF 80.00 FEET; THENCE N.08°45'33"W., A DISTANCE OF 9.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CHORD BEARING
N.17°22′33″E., and a central angle of 52°16′12″; thence northerly along
the arc of said curve, a distance of 35.58 feet to the point of reverse
curvature of a curve to the left having a radius of 95.00 feet, a
chord bearing N.41°36′39″E., and a central angle of 05°48′32″; thence
northeasterly along the arc of said curve, a distance of 6.30 feet to
the point of reverse curvature of a curve to the right having a radius
of 84.00 feet, a chord bearing N.60°28′33″E., and a central angle of
41°31′50″; thence northeasterly along the arc of said curve, a
distance of 60.89 feet; thence N.81°14′27″E., a distance of 309.65 feet to
the point of curvature of a curve to the right having a radius of
1150.00 feet, a chord bearing S.85°21′47″E., and a central angle of
26°47′31″; thence easterly along the arc of said curve, a distance of
351.75 feet; thence S.7°58′02″E., a distance of 393.47 feet to the point of
curvature of a curve to the left having a radius of 1550.00 feet, a
chord bearing S.29°04′25″E., and a central angle of 15°29′49″; thence
easterly along the arc of said curve, a distance of 419.23 feet to the
point of reverse curvature of a curve to the right having a radius of
84.00 feet, a chord bearing S.67°39′14″E., and a central angle of
39°55′13″; thence easterly along the arc of said curve, a distance of
58.53 feet to the point of reverse curvature of a curve to the left
having a radius of 95.00 feet, a chord bearing S.89°21′25″E., and a
central angle of 83°7′13″; thence easterly along the arc of said
curve, a distance of 138.66 feet to the point of reverse curvature of a
curve to the right having a radius of 84.00 feet, a chord bearing
N.69°35′42″E., and a central angle of 41°31′50″; thence easterly along
the arc of said curve, a distance of 60.89 feet; thence S.89°38′23″E., a
distance of 19.32 feet to the point of curvature of a curve to the left
having a radius of 550.00 feet, a chord bearing N.81°09′17″E., and a
central angle of 18°42′41″; thence easterly along the arc of said
curve, a distance of 179.62 feet to the point of reverse curvature of a
curve to the right having a radius of 700.00 feet, a chord bearing
S.89°38′23″E., and a central angle of 37°25′21″; thence easterly along
the arc of said curve, a distance of 457.20 feet to the point of reverse
curvature of a curve to the left having a radius of 550.00 feet, a
chord bearing S.79°55′13″E., and a central angle of 17°59′07″; thence
easterly along the arc of said curve, a distance of 172.63 feet to the
point of reverse curvature of a curve to the right having a radius of
30.00 feet, a chord bearing S.47°47′50″E., and a central angle of
82°13′48″; thence southeasterly along the arc of said curve, a
distance of 43.06 feet; thence S.89°35′42″E., a distance of 55.00 feet to the
point of beginning, being and lying in section 19, township 34 south,
range 19 east, Manatee county, Florida.
ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN KAY ROAD CONVEYED TO THE COUNTY OF MANATEE IN OFFICIAL RECORDS BOOK 1711, PAGE 673, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

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

CONTAINING A TOTAL AREA OF 2,449,535.88 SQUARE FEET OF 56 ACRES, MORE OR LESS.
MORTGAGE'S JOINDER IN, CONSENT TO AND RATIFICATION OF
THE SUBDIVISION PLAT AND ALL DEDICATIONS AND PRESERVATIONS
THEREON FOR THE RESIDENCES OF WATERCOLOR PLACE, PHASE I
SUBDIVISION

Best Prize Property LLC, a Florida limited liability company (the “Mortgagee”) is the owner and
holder of that certain Mortgage and Security Agreement dated December 1, 2011, as recorded in
Book 2400, Page 4903 of the Official Records of Manatee County, Florida, covering all or some
portion of the real property located in Manatee County, Florida, constituting the subdivision plat
of the Residences of Watercolor Place, Phase I Subdivision, and described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT “A”)

For good and valuable consideration in hand paid by the record owner of said real property,
receipt whereof is hereby acknowledged, hereby specifically joins in, consents to and ratifies said
subdivision plat and all dedications and reservations thereon, and releases from the lien of said
mortgage all streets, alleys, walks, thoroughfares, parks, open spaces, required utilities and similar
facilities, canals, tracts and drainage or other easements dedicated to or reserved for the public on
said subdivision plat.

DATED, this 22nd day of January, 2020.

[SIGNATURE PAGES TO FOLLOW]
Signed in the presence of.

[Signature]

**Signature of Witness #1**

[Printed or Typed Name of Witness #1]

[Signature]

**Signature of Witness #2**

[Printed or Typed Name of Witness #2]

Mortgagee:

Best Prize Property LLC, a Florida limited liability company

By: Land Experts Inc., a Florida corporation
Its: Manager

By: Carlos M. Beruff
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22 day of January, 2020 by Carlos M. Beruff, President, on behalf of Land Experts, Inc., a Florida corporation. He/she is personally known to me [ ] or has produced [ ] as identification.

[Signature]

**Signature of Notary Public**

[Name of Notary Public]

My Commission Expires: 02/13/2023

[Seal]

SEAL
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MANATEE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 295 ACRES, MORE OR LESS, OF SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST (SE) CORNER OF SAID SECTION 19, AND RUN NORTH 2303.4 FEET, MORE OR LESS, TO A POINT ONE FOOT NORTH OF A LINE OF TELEPHONE POLES; RUN THENCE WEST 23° AND 60' NORTH, 7394.8 FEET TO A MARK STAKED BY W. M. COGGESHALL; RUN THENCE WEST 3° AND 57 FEET SOUTH 2452.1 FEET MORE OR LESS TO THE WEST BOUNDARY OF SAID SECTION; RUN THENCE SOUTH ALONG SAID WEST BOUNDARY TO THE SOUTHWEST (SW) CORNER OF SAID SECTION; RUN THENCE EAST TO THE POINT OF BEGINNING; LESS AND EXCEPT: A CERTAIN PARCEL LOCATED IN THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED LANDS, WHICH PARTICULAR PARCEL IS MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER, THENCE NORTHELY ALONG THE CENTER OF HIGHWAY 360 FEET, THENCE WEST 175 FEET, THENCE SOUTH 360 FEET, THENCE EAST 175 FEET TO THE POINT OF BEGINNING; LESS EAST 40 FEET FOR ROAD RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORD BOOK 167, PAGE 441, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 19, 900.00 FEET; THENCE SOUTH 89°50'30" WEST, 49.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF UPPER MANATEE RIVER ROAD, FOR A POINT OF BEGINNING; THENCE NORTH, ALONG SAID RIGHT-OF-WAY LINE, 2293.09 FEET; THENCE NORTH 89°10'00" WEST, 2394.78 FEET; THENCE SOUTH 89°30'30" WEST, 240.34 FEET TO THE WEST LINE OF SAID SECTION 19; THENCE SOUTH 0°30'30" WEST, ALONG SAID WEST LINE, 2462.87 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE NORTH 89°50'30" EAST, ALONG SAID SOUTH LINE, 4668.31 FEET; THENCE NORTH, 390.00 FEET; THENCE NORTH 89°50'30" EAST, 135.00 FEET TO THE POINT OF BEGINNING.
A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 19, TOWNSHIP 34 SOUTH, RANGE 19 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

CONMENCE AT THE NORTHWEST CORNER OF TRACT 900, ALSO KNOWN AS PORT HARBOUR PARKWAY, PEDWAYBOOK AT HERITAGE HARBOUR, SUBPHASE A, UNIT 1, RECORDED IN PLAT BOOK 39, PAGES 160-170, SAID PUBLIC RECORDS; THENCE 501°24'51"W., ALONG THE EAST LINE OF SAID TRACT 900 AND THE WEST LINE OF SECTION 19, FOR 49.45 FEET TO THE POINT OF BEGINNING; THENCE 89°44'37"E., ALONG THE SOUTHWESTLY RIGHT OF WAY LINE OF HAY ROAD, A 40 FOOT RIGHT OF WAY, RECORDED IN WATERLEAF GOLF & COUNTRY CLUB, UNIT 3, PLAT BOOK 37, PAGES 162-168, SAID PUBLIC RECORDS AND OFFICIAL RECORDS BOOK 1711, PAGES 673-674, SAID PUBLIC RECORDS, FOR 2398.56 FEET; THENCE 58°54'12"E., CONTINUING ALONG SAID SOUTHWESTLY RIGHT OF WAY LINE OF HAY ROAD, FOR 2354.69 FEET TO THE WESTERLY MANTAINED RIGHT OF WAY LINE OF UPPER MANATEE RIVER ROAD, AN 80 FOOT RIGHT OF WAY, RECORDED IN ROAD PLAT BOOK 8, PAGE 73, SAID PUBLIC RECORDS; THENCE 50°21'37"W., ALONG SAID WESTERLY MANTAINED RIGHT OF WAY LINE OF UPPER MANATEE RIVER ROAD, FOR 63.03 FEET; THENCE 89°75'14"W., LEAVING SAID WESTERLY MANTAINED RIGHT OF WAY OF UPPER MANATEE RIVER ROAD, FOR 900.00 FEET; THENCE 89°75'14"W., FOR 1855.52 FEET; THENCE 58°44'37"W., FOR 2398.00 FEET TO SAID WEST LINE OF SECTION 19; THENCE 0°19'55"E., ALONG SAID WEST LINE OF SECTION 19 AND SAID EAST LINE OF TRACT 900, FOR 58.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 279.319 ACRES, MORE OR LESS.

BEARS ARE BASED ON THE WEST LINE OF SECTION 19 AS BEARING N 01°24'51"E. TO CONVEY THE EASTERLY BOUNDARY LINE OF THE HERITAGE HARBOUR DEVELOPMENT TO THE WEST.

BANKS ENGINEERING
FLORIDA LICENSED BUSINESS NO. LB 6690

Kenneth E. Trask
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS 4684

11/10/11
DATE

SHEET 1 OF 2
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Sarasota, Florida 34242
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Fax (941) 360-4918
www.bankseng.com

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20191206-Mortgage Joinder and Consent Plat-Best Price Property LLC GJ-1 D.pdf
Exhibit A Continued

**LINE TABLE**

<table>
<thead>
<tr>
<th>LINE</th>
<th>SLATING</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>S02°24'51&quot;W</td>
<td>49.45</td>
</tr>
<tr>
<td>L2</td>
<td>S00°27'37&quot;W</td>
<td>83.03</td>
</tr>
<tr>
<td>L3</td>
<td>N08°54'15&quot;W</td>
<td>500.00</td>
</tr>
<tr>
<td>L4</td>
<td>N00°21'37&quot;E</td>
<td>5.00</td>
</tr>
<tr>
<td>L5</td>
<td>N01°24'51&quot;E</td>
<td>58.01</td>
</tr>
</tbody>
</table>

**NOTE:** bearings are based on the west boundary line of section 19 as bearing 354°15'1"E to coincide with the eastern boundary line of the Heritage Harbour Development to the west.

**LEGEND**
- SQ. FT. SQUARE FEET
- LB LICENSED BUSINESSES
- LS LICENSED LAND SURVEYOR
- L1 SOUTHEAST CORNER OF TRACT 800, PORT HARBOUR PARKWAY
- L2 SOUTHERLY RIGHT OF WAY LINE OF RAY ROAD (42°W OC PUBLIC RIGHT OF WAY)
- L3 SOUTHERLY RIGHT OF WAY LINE OF RAY ROAD (42°W OC PUBLIC RIGHT OF WAY)
- L4 SUBJECT PARCEL CONTAINS 229,519 SQ. FT., OR 5.30 ACRES, MORE OR LESS

**LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 248, PAGES 1674-1676, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (NO. 548400003)**

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**BANKS ENGINEERING**

Reinhold Engineering

1717 Lilacwood Drive, Suite 105

Fort Myers, FL 33901

Phone: (239) 369-8718

Fax: (239) 369-8718

**SKETCH TO ACCOMPANY DESCRIPTION**

PARCEL LING IN SECTION 19, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

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**SIGNED**

KENNETH E. TSHA

PROFESSIONAL LAND SURVEYOR

FLORIDA CERTIFICATE NO. 15 654

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**NOTE:** this sketch not valid unless accompanied by sheet 1 of 2 and the signature and seal of a Florida licensed surveyor attested to the same.