

THIS INSTRUMENT PREPARED BY:

LAKEWOOD RANCH COMMERCE PARK, LLC  
14400 Covenant Way  
Lakewood Ranch, Florida 34202  
Attention: Suzanne Fugate

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 28<sup>th</sup> day of December, 2017 by LAKEWOOD RANCH COMMERCE PARK, LLC, a Florida limited liability company ("Declarant").

WITNESSETH:

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of Lakewood Ranch Commerce Park recorded in Official Records Book 1646, Page 2250, of the Public Records of Manatee County, Florida, as amended and supplemented from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Declarant desires to amend the Declaration to allow the addition of land to the Total Property. Article XIII, Section 5, of the Declaration allows Declarant to so amend and add to the provisions of the Declaration until the Turnover Date without the consent of other Owners.

C. Article II, Section 2 of the Declaration provides that Declarant may add additional property to the Committed Property from time to time by way of a Supplemental Declaration.

D. Declarant desires to add certain property to the Total Property and to the Committee Property.

NOW, THEREFORE, by virtue of Declarant's authority under the Declaration, it is hereby declared:

1. Declarant confirms that all of the property, located in Manatee County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof ("Platted Property"), is contained within the Committed Property and is therefore subject to the covenants, restrictions, easements, charges, liens, terms and conditions of the Declaration.

2. Each of the platted lots located on the Platted Property shall be deemed a Parcel under the Declaration.

3. The portions of the Platted Property described on Exhibit "B" attached hereto and made a part hereof are hereby designated as Maintenance Common Areas.

4. The Budget attached as Exhibit "C" to this Supplemental Declaration is the budget for year 2018 and is inclusive of all phases of Lakewood Ranch Commerce Park.

The estimated initial 10-year Fiscal Program established for said phases is as set forth the Declaration.

5. The Maintenance Program under the Declaration is hereby supplemented to include the maintenance of Lakewood Ranch Commerce Park Block A and shall be as set forth on Exhibit "D" attached and made a part hereof.

6. All of the Platted Property is subject to the provisions of the Notice to Buyer included as Exhibit "E."

7. In addition to Declarant, LRCMPB7-10, LLC is a fee simple owner of a portion of the Platted Property (Lot 4), and hereby joins in this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the day and year first above written.

LAKEWOOD RANCH COMMERCE PARK, LLC, a Florida limited liability company, by its sole Member: LWR Holdings, LLC, a Florida limited liability company, by its Manager Member: Schroeder-Manatee Ranch, Inc. a Delaware corporation

WITNESSES:

[Signature]  
Print Name: Suzanne L. Fugate

[Signature]  
Print Name: Tamara Harris

By: [Signature]  
Anthony J. Chiofalo, Vice President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of DECEMBER, 2017 by Anthony J. Chiofalo, Vice President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, as the Manager Member of LWR Holdings, LLC, a Florida limited liability company, as the sole Member of Lakewood Ranch Commerce Park, LLC, a Florida limited liability company on behalf of said corporation and companies. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above named person is personally known to me.

Notary Seal:



[Signature]  
Notary Public  
Kathleen J. Horn  
Print Name of Notary Public

Joined By:

LRCMPB7-10, LLC, a Florida limited liability company, by its sole Member:  
SMR Investment Properties, LLC, a Florida limited liability company, by its Manager Member:  
Schroeder-Manatee Ranch, Inc. a Delaware corporation

WITNESSES:

  
Print Name: Suzanne L. Fugate

  
Print Name: Tamara Harris

By:   
Anthony J. Chiofalo, Vice President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of DECEMBER, 2017 by Anthony J. Chiofalo, Vice President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, as the Manager Member of SMR Investment Properties, LLC, a Florida limited liability company, as the sole Member of Lakewood Ranch Commerce Park, LLC, a Florida limited liability company on behalf of said corporation and companies. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above named person is personally known to me.

Notary Seal:



Kathleen J. Horn  
Notary Public  
Kathleen J. Horn  
Print Name of Notary Public

Exhibit "A"  
(Page 1 of 2)

LEGAL DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

DESCRIPTION: LAKEWOOD RANCH COMMERCE PARK, BLOCK "A"

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE N89°35'40"W, ALONG THE NORTH LINE OF SECTION 31, A DISTANCE OF 101.62 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE N89°35'40"W, ALONG SAID NORTH LINE, DISTANCE OF 366.53 FT.; THENCE S09°59'19"W, 19.97 FT.; THENCE S72°33'22"E, 56.09 FT.; THENCE S01°25'06"W, 53.61 FT.; THENCE S55°49'47"E, 59.58 FT.; THENCE S03°01'26"W 59.34 FT.; THENCE S22°02'34"W, 92.96 FT.; THENCE S05°44'38"W, 34.55 FT.; THENCE N89°35'40"W, 203.93 FT.; THENCE N00°24'20"E, 272.92 FT.; THENCE S89°35'40"E, 109.78 FT.; THENCE N09°59'19"E, A DISTANCE OF 30.42 FT. TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 31; THENCE N89°35'40"W, ALONG SAID NORTH LINE, A DISTANCE OF 1079.49 FT. TO THE INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE "MANATEE COUNTY LANDFILL"; THENCE S00°15'13"W, ALONG SAID EASTERLY LINE, A DISTANCE OF 500.76 FT. TO THE NORTHWEST CORNER OF "LAKEWOOD RANCH COMMERCE PARK, BLOCK B", A COMMERCIAL SUBDIVISION AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF SAID "LAKEWOOD RANCH COMMERCE PARK, BLOCK B": RUN S89°44'47"E, 400.00 FT.; THENCE S00°15'13"W, 31.30 FT.; THENCE S89°44'47"E, 389.42 FT.; THENCE S85°13'19"E, 226.00 FT.; THENCE S04°46'41"W, 10.00 FT.; THENCE S85°13'19"E, A DISTANCE OF 188.22 FT. TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF LAKEWOOD RANCH BOULEVARD, A PUBLIC ROADWAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1997, PAGE 7768; THENCE LEAVING SAID NORTHERLY LINE, RUN THE FOLLOWING COURSES ALONG SAID WESTERLY RIGHT-OF-WAY: RUN N03°30'56"E, 20.68 FT.; THENCE N86°29'04"W, 46.35 FT.; THENCE N21°45'17"E, 47.34 FT.; THENCE S86°29'04"E, 249.95 FT.; THENCE N07°59'37"E, 41.87 FT.; THENCE S80°29'06"E, A DISTANCE OF 7.33 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S82°19'37"E, A DISTANCE OF 1175.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°52'23", A DISTANCE OF 79.42 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S78°17'47"E, A DISTANCE OF 2425.14 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°40'41", A DISTANCE OF 28.70 FT.; THENCE N77°29'04"W, 5.00 FT.; THENCE N10°42'12"E, 13.62 FT.; THENCE S77°06'30"E, A DISTANCE OF 5.00 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N79°27'11"W, A DISTANCE OF 2425.14 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°47'04", A DISTANCE OF 160.19 FT.; THENCE N77°15'16"W, 2.34 FT.; THENCE N06°19'27"E, 36.55 FT.; THENCE N79°32'14"W, A DISTANCE OF 10.19 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N84°07'38"W, A DISTANCE OF 2412.65 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°48'24", A DISTANCE OF 160.29 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

LESS:

RIGHT-OF-WAY FOR "PORTAL CROSSING" AS DEDICATED TO MANATEE COUNTY AND RECORDED IN OFFICIAL RECORDS BOOK 2226, PAGE 537, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LAKEWOOD RANCH COMMERCE PARK BLOCK B, A COMMERCIAL SUBDIVISION AS RECORDED IN PLAT BOOK 36, PAGES 71 THROUGH 77, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°44'47"E, ALONG THE NORTHERLY LINE OF SAID COMMERCIAL SUBDIVISION, A DISTANCE OF 400.00 FT. TO THE NORTHEAST CORNER

Exhibit "A"  
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OF "PORTAL CROSSING", A 50.00 FT. WIDE PUBLIC RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF LAKEWOOD RANCH COMMERCE PARK BLOCK B, FOR A POINT OF BEGINNING; THENCE  $N00^{\circ}15'13''E$ , A DISTANCE OF 18.71 FT. TO THE P.C. (POINT OF CURVATURE) OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 450.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $23^{\circ}42'02''$ , A DISTANCE OF 186.14 FT. TO THE P.T. (POINT OF TANGENCY) OF SAID CURVE; THENCE  $N23^{\circ}26'49''W$ , A DISTANCE OF 118.53 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 350.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $23^{\circ}58'16''$ , A DISTANCE OF 146.43 FT. TO THE P.T. OF SAID CURVE; THENCE  $N00^{\circ}31'27''E$ , A DISTANCE OF 49.54 FT. TO THE INTERSECTION WITH THE SECTION LINE COMMON TO SECTIONS 30 AND 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, SAME BEING THE SOUTHERLY LINE OF RICHLAND FARMS, A SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 63, SAID PUBLIC RECORDS; THENCE  $N89^{\circ}35'40''W$ , ALONG SAID COMMON SECTION LINE AND SAID SOUTHERLY LINE OF RICHLAND FARMS, A DISTANCE OF 30.00 FT. TO A POINT WHICH LIES  $N89^{\circ}35'40''W$ , A DISTANCE OF 1322.92 FT. FROM THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31 AND 32, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE CONTINUE  $N89^{\circ}35'40''W$ , ALONG SAID COMMON SECTION LINE AND SAID SOUTHERLY LINE OF RICHLAND FARMS, A DISTANCE OF 30.00 FT.; THENCE  $S00^{\circ}31'27''W$ , A DISTANCE OF 45.37 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 420.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $30^{\circ}24'57''$ , A DISTANCE OF 222.96 FT. TO THE P.T. OF SAID CURVE; THENCE  $S29^{\circ}53'30''E$ , A DISTANCE OF 28.27 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 400.00 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $30^{\circ}08'43''$ , A DISTANCE OF 210.45 FT. TO THE P.T. OF SAID CURVE; THENCE  $S00^{\circ}15'13''W$ , A DISTANCE OF 16.56 FT. TO THE INTERSECTION WITH AFORESAID NORTHERLY LINE OF LAKEWOOD RANCH COMMERCE PARK BLOCK B; THENCE  $S89^{\circ}44'47''E$ , ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

ALL OF THE ABOVE CONTAINING 15.46 ACRES, MORE OR LESS.

**Exhibit "B"**  
**COMMON AREAS**

The following Tracts are a part of the Common Areas and are depicted on the plat of Lakewood Ranch Commerce Park, Block A, to be recorded simultaneously, among the Public Records of Manatee County, Florida. The Tracts listed below will be held in ownership by the Lakewood Ranch Commerce Park Owners Association, Inc.

- Tract 500    Open Space, Drainage and Utility Easement Tract
- Tract 501    Open Space, Drainage and Utility Easement Tract
- Tract 600    Wetland Preservation Area Tract (Wetlands and Wetland Buffers)
- Tract 601    Wetland Preservation Area Tract (Wetlands and Wetland Buffers)

Exhibit "C"

<b>Lakewood Ranch Commerce Park Owners Association, Inc.</b>		
11/2/2017	<b>2018</b>	
<b>Expense - Operations</b>	<b>Budget</b>	<b>Per Share</b>
Electric	150	0.16
Irrigation Water	30,000	32.50
Repairs & Maintenance	1,000	1.08
Pressure Washing	4,500	4.88
Irrigation Repairs	5,000	5.42
Landscape Maintenance	96,244	104.27
Mulch	11,400	12.35
Landscape Improvements	10,000	10.83
Pond Maintenance	21,888	23.71
Environmental Maintenance and Monitoring	3,760	4.07
Environmental Maintenance-Nuisance/Exotic Species Removal-Wetland Management	20,000	21.66
Signage	1,000	1.08
Security Patrol	17,304	18.75
Trash Patrol	1,500	1.63
Engineering	1,000	1.08
Accounting	875	0.95
Insurance	650	0.70
Legal	0	0.00
License and Annual Report	200	0.22
Mailings and Postage	100	0.11
Property Management	13,260	14.37
<b>OPERATIONS TOTAL</b>	<b>\$239,831</b>	<b>\$259.84</b>
Reserves	3,000	3.25
Bad Debt (3%)	7,195	7.80
<b>TOTAL BUDGET</b>	<b>250,026</b>	<b>271</b>
Difference from Previous Year	4.0%	
Developer Subsidy	23,182	0.00
Private Owners Fixed Dues (573 Shares)	47,443	
Private Owners Dues (923 Shares)	179,401	194.37
<b>TOTAL DUES</b>	<b>\$226,844</b>	<b>\$194.37</b>
Developer Subsidy Percent	9.3%	
Privately Owned Shares	923	
Privately Owned Shares - Fixed Fee Properties	573	
<b>TOTAL SHARES</b>	<b>1,496</b>	

Exhibit "D"  
MAINTENANCE PROGRAM

A proposed maintenance program has been established for the operation and care of Lakewood Ranch Commerce Park, Block A Common Areas. The following is a schedule for the inspection and maintenance of all lands and facilities under the purview of Association and the District:

- Weekly:           Roadways and Sidewalks
- Cleaning of debris
  - Inspection
- Lake Areas
- Inspect Area and Outfall Structures
  - Clean debris and litter as required
- Landscape and Lawn Service
- Mowing, edging, weeding and cleaning
  - Clean and/or repair as required
- 
- Bi-Weekly:       Signage and Lighting
- Clean and/or repair as required
- 
- Monthly:         Tree and Landscape Service
- Pruning and shaping
  - Tree and Landscape Service
    - Pruning and shaping
- 
- Quarterly:       Lake Areas
- Remove nuisance weed species
- Wetland Preservation and Buffer Areas
- Inspect, clean and maintain
  - Removal of nuisance and exotics species
- Tree and Landscape Service
- Fertilization
  - Replace Annuals
  - Pest control as required
- 
- Yearly:          Signage
- Painting as required
- Landscape Areas
- Fences and Walls
    - Inspect, repair and/or replace as required
  - Trees and Shrubbery
    - Replacement as required
- Environmental Monitoring
- Landscape Areas
- Fences and Walls
    - Inspect, repair and/or replace as required
  - Trees and Shrubbery
    - Replacement as required
    - General Common Areas
      - Removal of nuisance and exotics species



Exhibit "E"  
NOTICE TO BUYERS  
Page 1 of 3

To the Purchaser of Lots in Lakewood Ranch Commerce Park, Block A, 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 Lakewood Ranch Commerce Park, as recorded in Official Record Book 1646, Page 2250, in the Public Records or Manatee County, Florida, as amended and/or supplemented.

2. Ownership of a lot automatically makes you a member of the Lakewood Ranch Commerce Park Owners Association.

3. The plat for Lakewood Ranch Commerce Park, Block A, and subsequent plats for Lakewood Ranch Commerce Park.

4. Non-potable water shall be utilized for landscaping irrigation and a separate color-coded irrigation system shall be installed. Lot owners are hereby notified that the water is not fit for human consumption.

5. The Final Site Plan for each individual lot is subject to the Town Center, Corporate Park and Commerce Park Design Criteria Manual.

6. All street trees and/or common area trees provided by Developer may not be removed without the written approval of the Declarant or Association. Any trees damaged during construction shall be replaced by the Owner within thirty (30) days. Replacement trees shall be the same species and size as the tree removed. Existing trees may be relocated by the Owner only upon written consent of Declarant or Association. No certificates of occupancy will be issued prior to installation of street trees.

7. The final subdivision plat of Lakewood Ranch Commerce Park, Block A contains wetlands and wetland buffers which are regulated in accordance with Section 706 of the Manatee County Land Development Code. Unless permitted by the Land Development Code, the following acts and activities are expressly prohibited within the wetlands and wetland buffer areas (Tracts 600 and 601) as designated on the final subdivision plat) without the prior consent of Manatee County:

- Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without the appropriate local, state and/or federal permits or authorizations.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- Removal, mowing or trimming of trees, shrubs or other vegetation except for the removal of exotic vegetation, and land maintenance activities in uplands such as

**Exhibit "E"**  
**NOTICE TO BUYERS**  
**Page 2 of 3**

burning and roller chopping which do not eliminate native vegetation with or under the appropriate local, state and/or federal permits.

- Application of herbicides, pesticides or fertilizers except to treat specific infestations or to provide specific nutrients to enhance vegetative establishment.
- Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- Surface use except for purpose that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.
- Planting of vegetative material that is not native to the Southwest region of Florida.

8. The Association or its assigns shall inspect wetland buffers and other upland areas in common areas on the site for the presence of nuisance exotic vegetation on an annual basis. Such species, if found, shall be controlled by methods authorized by the Final Site Plan approval for Lakewood Ranch Commerce Park, Block A.

9. All unimproved Lots (either individually, portion of, or combination of) as shown on the Plat of Lakewood Ranch Commerce Park, Block A, shall require final site plan approval as required by the Manatee County Land Development Code prior to commencement of construction of Lot improvements and are subject to Manatee County Zoning Ordinance PDMU-06-80(G)(R2).

10. The project site lies in flood zones X and A per FIRM Panels 12081C0327E and 12081C0331E, with an Effective Date of March 17, 2014.

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

12. The Lakewood Ranch Commerce Park Owners Association, Inc., the operations and maintenance entity, shall submit inspection reports of the retention or wet detention systems, two years after the operation is authorized by SWFWMD, and every two years thereafter, to SWFWMD.

13. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by SWFWMD. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds to SWFWMD's Surface Water Regulation Manager, Sarasota Service Office.

Exhibit "E"  
NOTICE TO BUYERS  
Page 3 of 3

14. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SWFWMD, Sarasota Regulation Department.

15. Lot owners are hereby notified that the property is subject to the requirements of Surface Water Management Permit No. 44016872.018 issued by SWFWMD. Buyers of vacant lots are required to inform SWFWMD at the beginning of construction that a Professional Engineer registered in Florida has been retained to supervise construction and upon completion of construction of a parcel or lot, the buyer must submit to SWFWMD a Statement of Completion and as-built certification of compliance with the permit. In addition, Buyers are required to obtain a surface water management permit in accordance with Chapter 40D-4, F.A.C., from SWFWMD prior to initiating any construction or alteration of a surface water management system on the property.

16. 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, Surface Water Regulation Manager.

17. Where lots are combined, the side lot line of the newly formed lot shall carry a 5 foot easement and the utility company shall be reimbursed for any and all costs of relocating existing facilities affected by the combining of said lots.

18. In order to provide a clear view of intersecting streets and travel lanes to motorists, there shall be a triangular area of clear visibility on each and every corner. On every corner lot, at every driveway intersection with streets, and in parking areas, there shall be a visibility triangle clear of any structure, fence, obstruction, plantings, or parking, unless exempted by Section 1002 of the Manatee County Land Development Code. The area formed by the visibility triangle constitutes an important horizontal and vertical sight distance for vehicular traffic.

**19. THE FOREGOING STATEMENTS ARE ONLY SUMMARY IN NATURE AND SHALL NOT BE DEEMED TO SUPERSEDE OR MODIFY THE PROVISIONS OF THE DECLARATION, ANY DESIGN AND DEVELOPMENT MANUALS, OR LOT SALES CONTRACTS BETWEEN A PURCHASER AND THE DEVELOPER.**