

ARTICLES OF INCORPORATION;

BY-LAWS;

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

**WATER OAK,
A SUBDIVISION**

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NOTICE OF PENDING AMENDMENTS
To
Water Oak Homeowners Association of Manatee County, Inc.

The original developer/declarant of the Water Oak Homeowners Association of Manatee County, Inc. has transferred control of the association to BW General Contractors, Inc. (dba Bruce Williams Homes) the successor declarant. After review of the Articles of incorporation, Bylaws and Declaration of Maintenance and Land Use Provisions, the declarant has determined that various amendments, corrections and updates to these documents are needed. The declarant is now preparing these amendments and will record them in public records as soon as they are complete. These amendments will add and/or modify the existing documents of the association as follows:

1. New officers of the association will be appointed by the declarant. The proposed officers are:

- Britton H. Williams - President
- Lloyd E. Williams, Jr. - Vice President
- David W. Scussel — Secretary/Treasurer

2. The declarant may fund operating deficits of the HOA up to the maximum amount of the approved budget, but will not be required to fund pay the actual assessment amount for each lot.

3. To establish a quorum, ten (10) percent of the Lot Owners must attend a meeting or be represented by proxy. A minimum of 25% of the Lot Owners must agree to amend the documents of the association.

4. When necessary, the Board of Directors will be empowered to vote for special assessment with certain limits to be defined in the documents.

5. The annual operating budget for the 2001 Fiscal Year has been set at \$47,759.00 or \$293.00 per unit. This budget includes \$2,600.00 reserve funds for future maintenance of association property.

6. A one-time initial capital contribution of \$300.00 will be paid by the purchaser at the first purchase of each home in the association. These funds will be used for operating costs of the association.

7. Lot Owners of homesites adjacent to common area buffers with walls and/or fences may extend side yard fences to the wall or fence in the common area behind their lots at their sole expense and risk. Any fence to be installed on common area must approved by the HOA before the installation. Maintenance of fences installed by a Lot Owner on common area will be the sole responsibility and expense of the Lot Owner. The Lot Owners agrees to hold harmless, indemnify and defend the HOA from any suit, cause or action arising from work performed by or under the direction of the Lot Owner in the placement of such fence. The Lot Owner agrees to remove any and all fence or other item placed in the common area buffer to allow for maintenance of the common area or facilities placed in the common area. The HOA will have no responsibility to replace any fence placed by others on HOA lands nor will it be required to compensate Lot Owners for fences installed in the common area buffers.

We acknowledge that we have been informed of these pending amendments and agree to abide by these changes when they are implemented by the association, on this _____ day of _____, 2001, by:

(Print Name)

(Print Name)



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

October 31, 2000

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301

The Articles of Incorporation for WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, INC. were filed on October 31, 2000 and assigned document number N00000007241. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

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

Claretha Golden, Document Specialist
New Filings Section

Letter Number: 300A00056588

Account number: 072100000032

Amount charged: 78.75

DK 1702 PG 2065
INT # 1522905
1 of 12

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, INC., a Florida corporation, filed on October 31, 2000, as shown by the records of this office.

The document number of this corporation is N00000007241.

EX 1702 PG 2066 2 of 12

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirty-first day of October, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCURPCRATION

OF

WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, INC.

(a Florida corporation not-for-profit)

In order to form a corporation under and in accordance with the provisions of the laws of Chapter 617 of the Florida Statutes, the undersigned, by these Articles of Incorporation ("Articles") hereby certify as follows:

ARTICLE I - NAME AND ADDRESS

The name of this corporation is: WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association."

The principal office and mailing address of the Association shall be 5129 19th Lane East, Bradenton, FL 34203.

ARTICLE II - PURPOSE

The purposes for which the Association is organized are as follows:

A. To promote the health, safety, and social welfare of the owners of all lots located within Water Oak, a subdivision in Manatee County, Florida (the "Subdivision"), being developed by Manatee Ventures, Inc. ("Developer").

B. To maintain all portions of the Subdivision and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the "Declaration of Maintenance and Land Use Provisions of Water Oak" (the "Declaration"), which is to be recorded in the Public Records of Manatee County, Florida; and to enforce and exercise the duties of the Association as provided in the Declaration.

C. To operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes and for the sole and exclusive benefit of its members.

D. Not to operate as a condominium association and be organized by Chapter 718, Florida Statutes.

ARTICLE III - GENERAL POWERS

The Association shall have the following powers and duties:

A. To purchase, own, hold, improve, build upon, operate, maintain, convey transfer, dedicate for public use, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient of carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix regular and special assessments to be levied against all lots which are subject to assessment pursuant to the Declaration for the purpose of defraying the

expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for each ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements. To use proceeds of assessments in the exercise of its powers and duties.

C. To place liens against any lot subject to assessment of delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation. E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors. ' G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To grant and modify easements, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

I. To borrow money for the purposes of carrying out the powers and duties of the Association.

J. To sue and be sued.

K. To contract for cable television, water for irrigation systems supplied to the lot line of any lot, and any other services for the Association and its members.

L. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

M. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the Declaration.

N. To purchase insurance upon the Association property for the protection of the Association and its members.

O. To reconstruct the Association property and improvements after casualty and to further improve the property, if required.

P. To enter into contracts and agreements for providing services to the Association.

Q. To purchase lots in the Association subdivision, to foreclose on Association liens against lots of owners, to convey, lease, mortgage, and improve lots owned by the Association.

R. To operate any storm water management and discharge facility serving the Subdivision. Operate and maintain common property, specifically the surface water management

system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

S. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

T. Contract for services, such as, to provide for operation and maintenance if the Association contemplates employing a maintenance company.

U. To dedicate, sell, lease, or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such transfer or dedication shall be effective unless an instrument has been signed by two-thirds (2/3) of the members consenting to a dedication, sale or transfer.

ARTICLE IV - MEMBERS AND VOTING

A. The members of this Association shall consist of all owners of lots in the Subdivision. Owners of such lots shall automatically become members upon acquisition of the fee simple title to their respective lots.

B. The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's lot, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more lots so long as such member owns at least one lot.

C. The interest of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the lot which is the basis of his membership in the Association.

D. The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number; provided, however, that any notice given to or vote accepted from the prior owner of such lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to search the Public Records of Manatee County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

E. Each lot in the Subdivision shall be entitled to one vote in all Association matters submitted to the membership, and the owner of the lot shall be entitled to cast the vote in his discretion. Notwithstanding the foregoing, where Developer has constructed a single dwelling unit on more than one lot, such lots shall be entitled to vote and shall be assessed in like fashion (for example, a unit on one and one-half lots would pay one and one-half assessments and have one and one-half votes in Association matters).

F. In the event any lot is owned by more than one person and/or by entity, the vote for such lot shall be cast in the manner provided by the bylaws. The bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE V - BOARD OF DIRECTORS

A. The property, business and affairs of the Association shall be managed by a Board of Directors consisting initially of three Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three or more than nine Directors. The Directors need not be members of the Association or residents of the State of Florida.

B. All Directors shall be appointed by and shall serve at the pleasure of Developer until the "turnover" meeting of members. Commencing with the "turnover" meeting, all Directors shall be elected by the members. As used herein, the "Turnover" meeting shall mean the first annual or special meeting of members following the date on which members other than Developer for the first time own at least 90 percent of the lots in the Subdivision or, if earlier, the date on which Developer relinquishes its right to appoint a majority of the Board of Directors.

C. All Directors who are not subject to appointment by Developer shall be elected by the members. Elections shall be by plurality vote.

D. Except as hereinafter provided, the term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of members. Commencing with the first annual meeting that either follows or constitutes the "turnover" meeting, all Directors elected by the members shall be elected on a staggered two-year- term basis. Accordingly, at such meeting, one-half of the elected Directors receiving the highest number of votes, and, in addition, if there are an odd number of Directors elected, the Director receiving the next highest number of votes, shall serve two-year terms, and the other elected Directors shall serve one-year terms. At each annual meeting of members thereafter, Directors shall be elected for two-year terms to fill the vacancies of those Directors whose terms are then expiring. In the event additional Directors are elected at an annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one- or two-year terms as may be appropriate to make even, or as nearly as even as possible, the number of Directors serving one-year and two-year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal, or death.

E. Any elected Director may be removed from office with or without cause by majority vote of the members at any special or regular meeting after proper notice of the vote has been served on the members, but not otherwise. Any appointed Director may be removed and replaced with or without cause by Developer, in developer's sole discretion. Notwithstanding the foregoing to the contrary, after the Turnover meeting, any director appointed by the Developer may only be removed by the Developer. Any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the Developer is entitled to appoint the directors.

F. The names and addresses of the persons constituting the first Board of Directors are as follows:

- Steve Rinehart - 5129 19th Lane East Bradenton, FL 34203
- Elizabeth Rinehart - 5129 19th Lane East Bradenton, FL 34203
- David McNabb - P.O. Box 10232 Sarasota, FL 34278

ARTICLE VI - OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the Bylaws of the Association. The Bylaws may provide for the removal from office of officers, for filling vacancies and the duties of officers.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors are as follows:

- President Stephen Rinehart
- Secretary/Treasurer Elizabeth Rinehart

ARTICLE VII - CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE VIII - BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by the Bylaws.

ARTICLE IX - AMENDMENTS TO ARTICLES OF INCORPORATION

Amendments to these Articles shall be proposed and adopted in the following manner:

A. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

B. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

C. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association. D. Any number of amendments may be submitted to the members and voted

upon by them at any one meeting.

E. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

F. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members. No amendment shall be made

that is in conflict with the Declaration. Prior to the closing of the sale of all lots within the Subdivision, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors pursuant to Article V.

G. No amendment to these Articles shall be made which discriminates against any owner(s) or member so discriminated against or affected.

H. Upon the approval of an amendment to these Articles, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Subdivision is located. r

ARTICLE X = REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 2033 Main Street, Suite 600, Sarasota, FL 34237, and the registered agent at such address shall be Bruce P. Chapnick, Esq. The Association may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XI - BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment, special assessment, fines, and other revenue received in compliance with these Articles and Bylaws of its members in accordance with the provisions of the Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing fiscal year and for the purpose of levying assessments against all lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at anytime approve or ratify variations from such budget.

ARTICLE XII - INCORPORATOR

The name and street address of the incorporator of these Articles is as follows:

Bruce P. Chapnick, Esq. - 2033 Main Street, Suite 600 Sarasota, FL 34237

ARTICLE XIII - INDEMNIFICATION

A. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the

adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

B. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. Any indemnification under Paragraph A above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph A above. Such determination shall be made (a) by the Board, by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; (b) if such a quorum is not obtainable, or, even if obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two (2) or more Directors not at the time parties to the proceeding; (c) by independent legal counsel: (1) selected by the Board prescribed in subparagraph (a) or the committee prescribed in subparagraph (b) above; or (2) if a quorum of the Directors cannot be obtained for subparagraph (a) above and committee cannot be designated under subparagraph (b) above, selected by a majority vote of the full Board of Directors (in which Directors who are parties may participate); or (d) by a majority of the members.

D. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

E. The indemnification provided herein shall not be deemed exclusive of any other rights or which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

F. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XIV - DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved as provided by law, provided that any such dissolution must receive the affirmative vote of two-thirds of the votes of the entire membership of the Association, and any such dissolution shall also require the consent of Developer so long as Developer owns any portion of the Subdivision, or holds a mortgage encumbering any portion of the Subdivision other than a unit. In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XV - BINDING EFFECT

The provisions hereof shall bind and inure to the benefit of the members and Developer and their respective successors and assigns.

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seals as of October 30, 2000.

Bruce P. Chapnick, Incorporator

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Water Oak Homeowners' Association of Manatee, Inc. at the place designated in the Articles of Incorporation, 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 the undersigned's duties, and the undersigned is familiar with and accepts the obligations of the undersigned's position as registered agent.

Bruce P. Chapnick, Registered Agent

Date: October 30, 2000

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BYLAWS
OF
WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, INC.

ARTICLE I - IDENTITY AND DEFINITIONS

The Association has been organized for the purpose of promoting the health, safety, and welfare of the owners of lots located within Water Oak, a subdivision in Manatee County, Florida (the "Subdivision"), and performing all duties assigned to it under the provisions of the "Declaration of Maintenance and Land Use Provisions of Water Oak" (the "Declaration"). The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation ("Articles") of the Association and to the terms, provisions, conditions and authorizations contained in the Declaration.

All words and terms used herein which are defined in the Declaration and the Articles shall be used herein with the same meanings as defined in those instruments.

ARTICLE 2 - LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 5129 19th Lane East, Bradenton, FL 34203 or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE 3 - Membership, Assessments, Voting, Quorum And Proxies

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members shall be as set forth in Article IV of the Articles, as amended.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing at least thirty percent (~~30%~~) of the total votes of the Association as determined in the manner set forth in Article IV of the Articles. (changed to 15%)

3. Votes may be cast in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

4. Where an individual lot is owned by more than one person, the vote to which such lot is entitled may be cast by any of the joint owners; provided, however, that if more than one of the joint owners cast the vote to which their lot is entitled, the vote shall be apportioned equally among such of the joint owners as cast the vote.

5. The number of votes to which any member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than 60 days or less than 10 days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date of the notice of such meeting. The determination of the number of votes to which any member is entitled as of the record date shall be final, and no conveyance or acquisition of any lot arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.

6. Except where otherwise required by the provisions of the Articles, these Bylaws, or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Association membership represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

7. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws, the Articles, the Declaration, or the Covenants to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

8. Each member shall be obligated and agrees to pay Assessments in accordance with the provisions of the Declaration. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration; and, if not stated, then at a rate equal to eight percent (8%) per annum, but in no event in excess of that permitted by applicable law; and, upon thirty (30) days written notice, shall result in the suspension of voting privileges for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days until Assessments and installments thereof are paid.

9. Each member and the member's tenants, guests and invitees are governed by and shall comply with Section 720.301-720.312, F.S., and the Declaration, Articles and these Bylaws, and the rules of the Association. The Association may suspend, for a reasonable period of time, the rights of a member or member's tenants, guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed One Hundred Dollars (\$100) per violation, against a member or any tenant, guest or invitee, but in no event shall such fine exceed One Thousand Dollars (\$1,000) in the aggregate. Such fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Such fine or suspension shall be as provided for and governed by Section 720.305(2), F.S.

ARTICLE 4 - ANNUAL AND SPECIAL MEETINGS OF MEMBERS

1. An annual meeting of the membership of the Association shall be held each year during December or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent at least ten percent (10%) of the total votes of the Association.

3. Notice of all members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed, shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than 14 days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States

mails, postage prepaid, sent overnight, carrier postage prepaid, and addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of notice to such member. Notice may be given by facsimile or e-mail with proof of transmission by affidavit by the Secretary of Association.

4. If any members' meeting cannot be organized because a quorum has not attended or because a greater percentage of attendance may be required as set forth in the Articles, these Bylaws, or the Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairperson.

6. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time.

7. Any action required or permitted to be taken at any annual or special meeting of the members of the Association may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a lot is owned by more than one person or by a corporation, the consent for such lot need only be signed by one person who would be entitled to cast the vote for the lot as a co-owner in accordance with these Bylaws.

ARTICLE 5 - BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. The number of Directors may be changed from time to time by resolution of the Board but may never be less than three, nor more than nine. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal, or other termination of services of any Director shall be filled by the Board of Directors, except that Manatee Ventures, Inc. ("Developer"), its successors and assigns, to the exclusion of other members and the Board itself, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy, whether by the Board or Developer, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

ARTICLE 6 - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

- a. To call meetings of the members.
- b. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.
- c. To establish, levy, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- d. To adopt and publish such uniform rules and regulations governing and restricting the use and maintenance of the lots and improvements thereon and other property owned by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the members.
- e. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- f. To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.
- g. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association (except as may be expressly reserved to the members) by the Declaration or Covenants or by the Articles of Incorporation of the Association.
- h. To maintain bank accounts on behalf of the Association and designating signatories required therefor.
- i. To determine who shall act as legal counsel for the Association whenever necessary.
- j. To borrow money on behalf of the Association; provided, however, that (i) the consent of the members having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of Twenty-Five Thousand Dollars (\$25,000); and (ii) no lien to secure repayment of any sum borrowed may be created on any property without the consent of the owner of such property.
- k. To contract for the management and maintenance of property owned and/or maintained by the Association, authorizing a management agent or company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of the Declaration, the Articles, these Bylaws or any rules, and maintenance, repair and replacement of the common areas with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by all Association documents and the Declaration, including, but not limited to, the making of Assessments, enforcement of the Declaration, Articles, Bylaws, and any rules, promulgation of rules, and execution of contracts on behalf of the Association.

l. To exercise all powers specifically set forth in the Declaration, the Articles, these Bylaws, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

m. To collect delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the member or anyone else for violations of these Bylaws and the terms and conditions of the Declaration or of the Rules and Regulations of the Association.

n. To acquire and enter into agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the Association, intended to provide for the enjoyment, recreation, or other use and benefit of the members and declaring expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

o. To insofar as permitted by law, to do any other thing that, in the opinion of the Board, will promote the common benefit and enjoyment of the members.

2. It shall be the duty of the Board of Directors:

a. To cause to be kept a complete record of all its acts and corporate affairs.

b. To supervise all officers, agents, and employees of the Association and to see that their duties are properly performed.

c. With reference to assessments of the Association:

- 1) To fix the amount of the assessment against each lot for each fiscal year in accordance with the Declaration, the Articles, and these Bylaws; and
- 2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and
- 3) To send written notice of each assessment to every member subject thereto.

d. To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

e. To make payment of all ad valorem taxes assessed against the Association property, both real and personal.

f. To pay all expenses incurred by the Association for repairs, maintenance, services, insurance, and other operating expenses.

g. To enforce by appropriate legal means the provisions of the Declaration, the Articles, and these Bylaws.

ARTICLE 7 - MEETINGS OF DIRECTORS

1. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

2. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile, telephone, or telegram, at least three days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Notice may be waived in writing by any board member. Notice of all Board meetings will be posted in conspicuous place in the community at least 48 hours in advance of said meeting.

5. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents, or approvals shall be filed with the corporate minutes.

ARTICLE 8 - OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified or until his earlier death, resignation, or removal.

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all leases, mortgages, deeds, and all other written instruments affecting the Association Property.

6. The Vice President, or the Vice Presidents so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence.

The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall keep the records of the Association. The Secretary shall maintain a roster of the names of all members of the Association, together with their addresses as registered by such members.

8. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

9. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

ARTICLE 9 - FISCAL MANAGEMENT

1 The fiscal year of the Association shall be the calendar year.

2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each lot subject to assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management, in the event of emergencies, or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements. Subject to Section 3 below, all members shall be notified of the availability of the budget at no charge upon request.

3. Notice of the annual assessment levied against each lot, together with a copy of the budget as adopted by the Board of Directors, shall be transmitted to each member on or before December 15 of the year prior to the fiscal year for which the budget is made. The annual assessment shall be payable on January 1st, and will be deemed late as of February 18th.

4. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

5. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

7. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

8. The Association shall prepare an annual financial report within sixty (60) days after close of the fiscal year and provide each member a copy of the financial report.

9. The budget of the Association shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those other portions of the Subdivision which the Association is obligated to maintain.

ARTICLE 10 OFFICIAL SEAL

The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE 11 BOOKS AND RECORDS

The books, records, and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours. The official records of the Association maintained at the Association office shall comply with Section 720.303(4), F.S. as further amended.

ARTICLE 12 - AMENDMENTS

1. These Bylaws may be amended at any regular or special meeting of the Board at which there is a quorum, by a vote of a majority of the Board, provided that those provisions of these Bylaws which are governed by the Articles may not be amended except as provided in the Articles or applicable law; and, provided further, that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided therein.

2. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of Manatee County and delivered to Developer and each member no later than fourteen (14) days after said instrument is adopted.

3. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and, in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

4. No amendment to these Bylaws shall be effective which prejudices or otherwise detrimentally affects any of Developer's rights or privileges without Developer's prior written consent.

ARTICLE 13 - TRANSITION OF CONTROL

The election of directors by members other than the Developer and the transition of the Association from the Developer to the members shall be accomplished in accordance with Section 720.307, F.S. as amended from time to time.

IN WITNESS WHEREOF, we, being all the directors of the Water Oak Homeowners' Association of Manatee County, Inc., have hereunto set our hands as of October 30, 2000

Stephen Rinehart

Elizabeth Rinehart

David McNabb

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting secretary of the Water Oak Homeowners' Association of Manatee, Inc., a Florida not-for-profit corporation; and THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, as of October 30, 2000. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this Association as of October 30, 2000.

Stephen Rinehart

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EXHIBIT "B"

NOTICE TO BUYERS

To the purchasers of lots in **Water Oak**, Manatee county, Florida. You are hereby notified that the purchase of your lot is subject to:

- 1) The Declaration of Protective Covenants, Conditions, Easements, and Restrictions, as amended, a copy of which is provided upon execution of your contract to purchase.
- 2) Ownership of a lot in said Subdivision automatically makes you a member of the **Water Oak Homeowners' Association Of Manatee County Inc.** and you are subject to its Articles of incorporation, By-Laws and Regulations. Each lot entitles its Owner to one vote in the affairs of the Association.
- 3) The Homeowners' Association owns and controls the association property, as described in the Listing of Holdings, and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation, and Bylaws of the Association. A ten year Fiscal Program is included as part of the Declaration to provide adequate reserve funds for the Association.
- 4) The initial assessment by **Water Oak Homeowners' Association Of Manatee County Inc.** is \$225.00 yearly for each lot. You are notified hereby that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.
- 5) Landscape shall be provided along the boundary of the Subdivision. A masonry wall will be built along Linger Lodge Road, and a fence will be built along 65th Ave East (Braden Road) and 400' along Lincoln Road, adjacent to Lots 64 thru 67.
- 6) The presently planned source of irrigation for the common areas will be a well in the 25' buffer adjacent to Linger Lodge Road or other non-public water sources. Such irrigation water is not for human consumption. The Code requires that all users of the irrigation system comply with all provisions of the Water Shortage Plan and the Water Shortage Emergency.
- 7) The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the **Water Oak Homeowners' Association Of Manatee County Inc.** Covenants or Restrictions, or any lot sales contract between a purchaser and the Developer.
- 8) The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Venice Sen/ice Office.
- 9) 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 filed with the Southwest Florida Water Management District (SWFWMD).

- 10) The landscape plan can be found in the Records Management Division of the Planning Department in final site plan PDR-99-21/FSPOO-38, approved 7/21/00.
- 11) Street trees are required to be planted by the home builder prior to an issuance of a certificate of occupancy and the maintenance is the responsibility of the homeowner and shall be replaced in the event it dies.
- 12) In Flood Zone AE homeowners will need to purchase flood insurance unless a letter of map revision (LOMR) has been approved from FEMA.
- 13) Project site falls in Zones X and AE with Base Flood Elevations of 9.8' above M.S.L. per FIRM Panel 120153 03650. Specifically Lots 60 - 72 & 130 - 132 appear to lie within the AE zone.
- 14) A sealed survey showing the FIRM panel number, flood zone, base flood elevation, with existing and proposed grades of the lot, and flood zone lines must be submitted at the time of building permit application, unless there is a FEMA approved LOMR for the above lots. in which case the surveyor will just need to note the case number on the survey.

EXHIBIT "C" WATER OAK, A SUBDIVISION

LISTING OF HOLDINGS

The following is a complete listing of all common open space and improvements of the **Water Oak Homeowners' Association Of Manatee County Inc.**, a non-profit Florida corporation. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holdings as described, and depicted on the plat as "Tracts A and B".

1. **Tract "A"** Consists of landscape buffer and non-ingress/egress easement along Lincoln road and 65th Ave East (Braden Road). A fence will be installed in the buffer on 65th Avenue East and 400' along Lincoln Road, adjacent to lots 64 thru 67. There will be a masonry wall on Linger Lodge Road that will be installed in the 25' buffer with landscaping in front of the wall. There is a public utility easement between Lots 64 and 65, and Lots 69 and 70.
2. **Tract "B"** Consists of lake with open spaces. Additionally consists of a lake for the purpose of stormwater drainage retention. The lake area has been planted with permitted plant species in accordance with the Southwest Honda Water Management District permits and Manatee County approvals.
3. **Tract "C"** Consists of a 25' buffer on Linger Lodge Road and a 10' x 132' access area to the future park to the north with a 5' wide x 132' concrete sidewalk and a sign that reads "Park Access" between Lots 10 and 11.
4. **Water Oak Homeowners' Association** is responsible for the maintenance of the 25' landscape buffer easement located along Linger Lodge Road and the 20' landscape buffer on 65th Avenue East and Lincoln Road. This landscape buffer includes a masonry wall with columns on Linger lodge Road, a fence on 65th Avenue East, and a 400' fence along Lincoln Road. irrigation and landscaping will be installed.

EXHIBIT "D" 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, facilities, and uses under the purview of the **Water Oak Homeowners' Association Of Manatee County Inc.**

Bi-weekly: Landscape and Lawn Service.
Quarterly: Cleaning and maintenance of all Lake areas.
Yearly: Pressure clean wall and 6' opaque fence as needed.

The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Venice Service Office.

The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule: For systems utilizing effluent filtration or exfiltration, the inspections shall be performed 2 years after operation is authorized and every 2 years thereafter.

EXHIBIT "E" FISCAL PROGRAM

An estimated ten year FISC8| Program has been established to provide adequate reserve funds for the care of the amenities and operation of the maintenance program. The proposed funds will be collected as required by the Declaration of Protective Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

Subsequent years may require additional funds which will be assessed and collected as required by the Declaration of Protective Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

EXHIBIT "E"

[illegible]

EXHIBIT "F" RIGHT OF ENTRY
and
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 9'0-O1, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Honda requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for **Water Oak Homeowners' Association Of Manatee County Inc.**

I. Right of Entry by County.

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

II. Ownership of the Community Common Areas.

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

III. Disturbance of Common Areas.

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

IV. Maintenance and Care.

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

V. Violations Federal, State, or Local.

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

VI. Amendments.

Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

This Instrument Prepared by:
William W. Memill, III, Esq.
Icard, Merrill, Cullis, Timm,
Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, FL 34237
(941) 366-8100

AMENDMENT REPLACING THE DEVELOPER

TO THE DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF WATER OAK FOR WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, INC.

WHEREAS, on October 20, 2000, Manatee Ventures, Inc. ("MVI") created the Declaration of Maintenance and Land Use Provisions of Water Oak for Water Oak Homeowners' Association of Manatee, Inc. ("Declaration"), which Declaration was recorded in O.R. Book 1655 at Page 6449 of the Public Records of Manatee County, Florida; and

WHEREAS, contemporaneously herewith, MVI, as the original Declarant under the Declaration, assigned all of its rights as the Declarant and Developer to B/W General Contractors, Inc.; and

WHEREAS, Section 7.3 of the Declaration permits amendments to the Declaration; and

WHEREAS, MVI, as the original Declarant, desires to amend the Declaration as hereafter provided. -

NOW, THEREFORE, in consideration of the recitals, MVI, as the original Declarant, hereby declares as follows:

1. Delete Sections I.4(f) and I.4(k) of the Declaration and substitute in lieu thereof the following:

(f) "Declarant" shall mean and refer to B/W General Contractors, Inc., a Florida corporation, its successors and assigns.

(k) "Developer" shall mean and refer to B/W General Contractors, Inc., a Florida corporation, its successors and assigns.

2. The title to Article V, "Developer Rights" is hereby amended to "Developer's Rights and Obligations."

3. The following Section 5.6, "Obligations" is hereby added to Article V:

Section 5.6 Obligations. B/W General Contractors, Inc. is the Developer of the Property by reason of an assignment by Manatee Ventures, Inc. dated December 29, 2000 (the "Assignment"), which Assignment is incorporated herein by reference as if fully rewritten herein. In consideration of and pursuant to the Assignment, Developer shall, upon request of MVI to annex additional lands subject to this Declaration, cause subject property to be annexed as part of the Property subject to the Declaration.

In the event MVI declares a default by Developer and/or the Association of the terms and conditions of the Assignment, or in the event Developer and/or the Association are in default of

performing their obligations under the Assignment, Developer, pursuant to the Assignment, shall assign all of its right, title and interest as the Developer to MVI and MVI shall have the exclusive right to appoint and elect the officers and directors of the Association. The Association assumed the responsibility for enforcing the terms and conditions of the Assignment in favor of MVI. 4.

Reaffirmation. Except as provided in this Amendment, all of the other terms and conditions of the Declaration are hereby ratified and confirmed. '

IN WITNESS WHEREOF, MVI, as the original Declarant, has executed this Amendment as of December 29, 2000.

Witnesses:

David McNabb

Manatee Ventures, Inc.

By: _____
Stephen Rinehart, President

Jessica L Martin

The undersigned, Britton H. Williams, as President of B/W General Contractors, Inc., accepts and acknowledges its appointment as the Declarant and Developer and agrees to be bound by all of the terms and conditions of this Amendment and the Assignment.

Witnesses:

Barbara L. Thurman

B/W General Contractors, Inc.

By: _____
Briton H. Williams, President

David W. Scussel

STATE OF FLORIDA
COUNTY OF MANATEE

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The foregoing Amendment was acknowledged before me this 26th day of April 2001, by Stephen Rinehart, President of Manatee Ventures, Inc., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me; or ☐ produced a driver's license as identification.

Stephen Rinehart

Notary Public – State of Florida
My commission Expires: May 3, 2004
JESSICA L. MARTIN

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing Amendment was acknowledged before me this 18 day of April 2001, by Britton H. Williams, President of B/W General Contractors, Inc., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me; or ☐ produced a drivers license as identification.

Print Name. BARBARA L THURMAN

Notary Public - State of Florida
My Commission Expires: October 2, 2003

814 Sixth Avenue West
Bradenton, Florida 34205
Phone: (941) 748-8834
Fax: (941) 746-4984

BWH

FAX

To: Ruth/Del

Fax: (941) 343-9874

Phone:

Re: Successor Developer

Comments:

From: Robin L. Neidert

Date: August 20, 2001

Pages 4

CC:

The county records have been down since last Thursday. I was not able to locate this information until this am. If you need a clean copy, please let me know and I will mail it to you. I have not been able to get to recording; I will try again today.

Original to follow by mail

DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF WATER OAK

Manatee Ventures, Inc., a Florida Corporation, (Developer) declares the provisions of this instrument to be applicable to the property owned by it and made subject to this instrument known as "Water Oak".

Recitals

A. Developer is the Owner of the property legally described in Exhibit A, and intends to develop it as a residential community known as Water Oak in accordance with Manatee County, Florida zoning regulations. Also, Developer may own additional property and may (but is not obligated to) develop part or all of this additional property as a part of Water Oak. The property described in Exhibit A, and any portion of the additional property subsequently declared to be subject to the provisions for this instrument by a document recorded in the public records of Manatee County, Florida, shall be referred to in this instrument as "the Property". All references hereafter to Water Oak, Water Oak Subdivision or Subdivision shall mean and refer to the property as defined in this Recital A.

B. Developer intends to improve, develop and subdivide the Property and then to sell portions of the Property for residential uses, in accordance with a subdivision plat (the Development Plan), as the Development Plan now exists or may be subsequently modified.

C. Developer intends to develop the Property into a residential community to be known as "Water Oak".

D. Sound development practices require that provisions be made for the use of the Property and maintenance of portions of Water Oak set aside for the common use of all Owners and leasers of property in Water Oak, and other authorized users. These common areas are sometimes referred to in this instrument as the "Common Areas".

E. Subsequently, Developer will deed portions of the Property in accordance with the Development Plan and will grant to purchasers and certain other designated parties nonexclusive rights of ingress and egress on the walkways in Water Oak and will also grant nonexclusive rights in the Common Areas subject to the terms and provisions of this instrument.

F. Developer has caused to be incorporated under the laws of the State of Florida a corporation not for profit named "Water Oak Homeowners' Association, Inc." herein referred to as "The Association". The Association has been incorporated for the purposes set forth in its articles of incorporation and bylaws, which include the enforcement of certain provisions of this instrument and operating, maintaining, improving and managing the Common Areas for the benefit of property Owners in Water Oak.

Therefore, Developer hereby declares that the Property is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, conditions, covenants and easements, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part of it.

Article I General Provisions

Section 1.1 Subject Land.

The lands subject to the provisions of this instrument shall be the property, as defined in paragraph A of the Recitals. The property shall, from this time forward, be held, conveyed, encumbered, leased, used, occupied, and improved subject to the provisions in this instrument without the necessity of specific reference to it. The absence of any specific conveyance of this property or any portion of it shall not excuse the grantee or any other person from compliance with it. No party may waive or otherwise avoid responsibility for compliance with this instrument and liability for any assessments made pursuant to it by asserted non-use of the Common Areas.

Section 1.1a Additional Lands.

Developer shall have the right (but not the obligation), to add later any lands adjacent to the land subject to this instrument by recording a document to this effect in the Public Records of Manatee County, Florida. If Developer is not at that time the Owner of the land, the written consent of the Owner of fee simple record title to the land to be added shall also be recorded in the Public Records of Manatee County, Florida.

Section 1.2 Utility Easements.

Developer reserves a perpetual easement on, over and under roads, sidewalks and pathways in Water Oak to erect, construct, maintain and use towers, poles, wires, cables, conduits, mains, lines, ditches, drains, and equipment, for the installation, maintenance, transmission and use of utilities including, but not limited to, utilities associated with electrical, water, sewer, telephone, television, gas, communication or other services. Developer shall assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities. Developer reserves perpetual easements for the surface water management system and its appurtenances, to run in favor of Association for maintenance and management purposes. These easements shall also run in favor of the Southwest Florida Water Management District ("SWFWMD") and Manatee County. Developer further reserves the right to establish such additional easements as may be necessary to accommodate the utilities mentioned herein which easements will be shown on the recorded Plat of Water Oak.

Section 1.3 Underground Utilities.

All utility lines and lead in wires, cables, electrical and television lines, and natural gas lines serving individual residences and located within the confines of any Lot shall be located underground, provided however, that a temporary overhead power line to a structure under construction is permissible.

Section 1.4 Definitions.

(a) "Association" shall mean and refer to the Water Oak Homeowners' Association of Manatee County, Inc., its successors and assigns.

(b) "Properties" shall mean and refer to that certain real property described in the Declaration of covenants, conditions, and Restrictions, and such amendments and additions thereto as may hereafter be brought with the jurisdiction of the Association.

(c) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of common areas.

(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

(e) "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Declarant" shall mean and refer to Manatee Ventures, Inc., a Florida corporation, its successors and assigns.

(g) "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions and Land Use Provisions of Water Oak as so recorded in the Public Records of Manatee County, Florida.

(h) "Member" shall mean and refer to those persons entitled to membership as provided in the Bylaws and Articles of incorporation.

(I) "NCC" shall mean the New Construction Committee as so appointed by the Board of Directors or the Developer.

(j) "MCC" shall mean the Modifications committee as so appointed by the board of Directors.

(k) "Developer" shall mean and refer to Manatee Ventures, Inc., a Florida corporation, its successors and assigns.

(i) "Unit" shall mean any residential improvement constructed in Water Oak.

ARTICLE II Common Areas

Section 1.1 Definition of the common Areas.

The Common Areas shall include all of the property not within a Lot or public right-of-way, now or later specifically set aside or deeded to the Association by Developer for the common use and enjoyment of all Owners in Water Oak. The Common Areas may, at the discretion of the Developer, include sidewalks and walkways, parks, nature preserves and common open space, and any other areas set aside for the benefit of all Owners of Water Oak.

Section 2.2 Ownership, Use and Maintenance of the Common Areas.

Developer shall remain the Owner of the Common Areas until it transfers title to all or a portion of the Common Area to the Association. Developer shall maintain at its expense all portions of the Common Area that are not transferred to the Association. The Association shall maintain, at its expense, all portions of the Common Areas transferred to it by the Developer. Every Owner shall have the nonexclusive right to use those portions of the Common Areas to which title has been transferred by Developer to the Association in accordance with the following provisions:

(a) Developer shall have the exclusive right vis-a-vis Owners in Water Oak to control the maintenance of all lakes, ponds, canals and drainage control devices on the Property that are a

part of the Common Areas. This provision shall not affect Developer's obligation to comply with all laws and regulations relative to the maintenance and any modification or improvement of lakes, ponds, canals and drainage control devices.

(b) Developer shall have the right to prevent use of portions of the Common Areas by the general public.

(c) Subject to any rules and regulations adopted by the Developer during the time it retains Ownership of the Common Areas, or rules and regulations adopted by the Association after title is conveyed to the Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of Lot Owners. As long as Developer owns title to or rights to purchase any of the land described in Exhibit A, it shall have the right to adopt or require the Association to adopt rules and regulations pertaining to use of the Common Areas that are not in conflict with this Declaration.

(d) Lot Owners in Water Oak, their guests, invites and/or tenants may use the Common Area lakes and ponds within Water Oak for such private and recreational purposes as are permitted by law, which do not interfere with the peaceful enjoyment of other Lot Owners and which are consistent with such reasonable rules and regulations governing such use as may be adopted from time to time by the Association. No commercial use, however, shall be made of any such bodies of water. No boat or craft shall be used on any such bodies of water which utilizes any petroleum powered motor as a means of propulsion. Any docks or wharfs which may be constructed by the Developer may not be modified in any way without the prior written consent of the Association, and no docks, wharfs or structures of any type may be installed or maintained which protrude into any water areas without the prior written consent of the Association.

(e) No part of the Common Areas shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals. No fires shall be lit except in designated picnic areas. No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by Developer or the Association or their representatives. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect drainage of the Common Areas. No improvements or structures other than those built by or approved by the Developer shall be constructed on the Common Areas. No discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by Developer, may be made into any lake, pond or other water body in the Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approved by Developer. These provisions regarding Developer approval shall not affect Developer's or the Owners obligation to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by Developer may be given.

(f) Storm water drainage and management within the common areas, and all retention or detention areas for storm water, are subject to the provisions of the existing SWFWMD permit ("Permit") issued for the property in conjunction with processing of the Water Oak subdivision. All use of the common areas as it might affect storm water drainage and management must be done in a manner consistent with the Permit. Any improvements or structures in the surface water or storm water management areas within the common areas shall be subject to prior

approval by the Southwest Florida' Water Management District ("District") and the Manatee County Resource Permitting Division.

(g) The Association shall have the right to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-third (2/3) of the members has been recorded.

(h) Owners Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The Association shall have the right to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-third (2/3) of the members has been recorded.

ARTICLE III THE ASSOCIATION

Section 3.1 Membership in the Association.

Every Owner shall be a member of the Association, which shall be a Florida corporation not for profit. As provided in its articles of incorporation, Developer shall have the right to retain control of the board of directors until transition of control is required under Florida Statute 617.307 (1995) as further amended. Subject to this right, each Owner shall have the voting rights provided in the Articles of incorporation, for the Association.

Section 3.2 Duties of the Association.

The Association has been organized to operate, maintain, manage and improve the Common Areas of Water Oak and to enforce the provisions of this instrument. The Association, in addition to these powers and duties and any powers set forth in its articles of incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided in this instrument.

Section 3.3 Annual Maintenance Assessment.

The annual maintenance assessment to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

(a) Annual and special assessments must be fixed at a uniform rate for all Lots.

(b) Each Owner shall be advised in writing, mailed to his/her address as recorded in the records of the Association on or before December 1 of each year, of:

(1) The percentage applicable to the Owner's individual parcel, and the manner by which the percentage was calculated.

(2) The Association's annual budget.

(3) The dollar amount of the payment due and payable by the Owner for the particular year

(4) Any amounts due from or repayable to the Owner with respect to any under expenditure or over expenditure from the prior years' budget.

Section 3.4 Assessment and Budget.

Prior to November 30, and in the month of November of each subsequent year, the Association shall establish a budget and levy an assessment against individual parcels subject to the annual maintenance assessment. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board of Directors to allow it to carry out its purposes, which may include the following:

- (a) To pay ad valorem taxes, if any, assessed against the Common Areas.
- (b) To pay any other taxes assessed against or payable by the Association.
- (c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Common Areas including, without limitation, lakes, canals, lighting, landscaping, security services, horticultural improvements, irrigation, drainage, and aquatic plant control. This shall include maintenance and recertification requirements concerning surface water and storm water maintenance and management within the common areas.
- (d) To pay all utility charges incurred in connection with the operation of the Common Areas or the performance of the Association's obligations under this instrument.
- (e) To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.
- (f) To pay for accounting, legal, engineering and such other professional and employee services as may be appropriate.
- (g) To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.
- (h) To pay operating expenses of the Association including reimbursement of actual expenses properly incurred by officers and directors.
- (i) To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.
- (j) To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this instrument and the Development Plan.

Section 3.5 Collection of Annual Maintenance Assessment. The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures:

- (a) The annual maintenance assessment shall be paid in advance by each Owner on or before January 1 of each year at the offices of the Association in Manatee, Florida, or at such other place as may be designated by the Association. The assessment shall become delinquent if not paid by February 1 of the calendar year in which it is assessed. Any unpaid assessments shall bear interest from the date of delinquency until paid at the rate of 18% per annum, unless this rate is subsequently changed by the Board of Directors of the Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.

(b) The Association may, from time to time, levy in any assessment year a special assessment, applicable to that year only, for the purpose of providing funds, in whole or in part, for any construction, reconstruction, repair or replacement of a capital improvement, including any fixtures or personal property related to it. However, any special assessment shall first be approved by the Board of Directors and assented to by Owners having at least 2/3 of the voting rights in the Association. An individual Owner's share of any special assessment shall be determined in the same manner as the share of the annual maintenance assessment.

(c) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid within thirty (30) days after the delinquency date, the Association may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment any interest, all costs and attorney's fees incurred in collecting the assessment.

(d) Upon request of any Owner or mortgagee, the Association shall furnish a certificate in recordable form signed by an appropriate officer showing the amount of unpaid assessments, if any, against any individual parcel of property, the year or years for which any unpaid amounts were assessed any levied, and any interest or other charges. The information stated in the certificate shall be binding in all circumstances on the Association.

Section 3.6 Lien for Annual Maintenance Assessment. The following provisions are made to establish an alternate or cumulative means to enforce collection of annual maintenance assessments and any special assessments:

(a) Developer, as the present Owner of the Property, declares that all land subject to maintenance assessments and maintenance liens, together with all improvements now or later constructed on these lands, shall be subject to a lien for the annual maintenance assessment and any special assessments. Each purchaser and future Owners of any individual parcel of the Property subject to these assessments, by acceptance of a deed to the parcel, shall be deemed to have agreed to pay the assessments to the Association. Also, any future Owner of any individual parcel of the Property acquiring title by devise, intestate other means, shall be deemed to have agreed to pay these assessments to the Association. The annual maintenance assessment and any special assessments, together with interest and collection cost, as provided in this instrument, shall be a continuing lien on the land subject to the assessments and all improvements of such land until the lien is satisfied and released.

(b) If the assessment is not paid within thirty (30) days after the delinquency date, the Association shall have the right to file a claim of lien in the Public Records of Manatee County, Florida. This lien shall attach only upon recording of a claim of lien in the Public Records of Manatee County, Florida.

(c) The lien for any assessment levied against an individual parcel shall be subordinate and inferior only to ad variorum or special assessments levied by governmental entities and the lien of certain mortgages as provided in Subparagraph (d):

(d) The lien for any assessment shall be subordinate to all bona fide mortgages other than purchase money mortgages given by a buyer to an Owner-Seller of a parcel which are placed upon any parcel subject to an assessment prior to the recording of a claim of lien by the Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or transfer of the property pursuant to a final judgment of foreclosure or

any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or form the lien of any such subsequent assessment.

(e) The Association may enforce the assessment lien by a foreclosure action in the same manner as a mortgage or in any other manner permitted by the laws of the State of Florida. If the Association commences an action to foreclose the lien, it shall be entitled to recover all costs, expenses and attorney's fees incurred in preparation for and in bringing the action, and all cost, expenses and Attorney's fees shall be secured by the lien.

(f) All rights and remedies of the Association in this paragraph are cumulative of any other rights and remedies it may have pursuant to this instrument or by law. No provisions of this paragraph regarding subordination of the lien for assessments shall relive an Owner from personal responsibility for payment of the assessments and any costs and fees incurred in collecting it.

Section 3.7 Reserves.

The Association may, in its discretion, either hold collected maintenance funds without investing them, or it may invest them. The Association may also set aside in reserve a portion of the annual maintenance assessment that it determines to be appropriate for expenditure in years following that for which the assessment was made.

Section 3.8 Lands Subject to Assessment.

All of the Property is subject to the lien for the annual maintenance assessment and any special assessments as described in this instrument, with the exception of the following land:

(a) Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by Developer to any governmental body, or public or private utility company, as reflected in any Lots of Water Oak or in any document recorded in the Public Records of Manatee County, Florida.

(b) The Common Areas as more particularly defined in Article II.

(c) Any other lands that may be determined by Developer, in its sole discretion, to be of use and benefit to property Owners in Water Oak and added to the Common Areas.

Some of the areas contemplated in Subparagraph (b) are reflected generally on the plat that is a part of the Development Plan. However, these areas are subject to change by Developer. The exact location, description, definition and usage of these areas will be shown on plats, deeds to lands in Water Oak, and in other documents that are recorded from time to time in the Public Records on in Plat Books of Manatee County, Florida.

Section 3.9 Indemnification.

The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act, as amended, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or others matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition or such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which

those indemnified disinterested directors, officers or otherwise, both as to action in his/her official capacity and as to action in another person who has ceased to be a director, officer, committee member, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.

Section 3.10 Transfer fees.

The Association may charge a reasonable fee in connection with a transfer or sale of a Lot or parcel in Water Oak which fee shall be the obligation of both the Transferor and Transferee jointly and severally or in connection with any approval required by the Association. The Association shall have the lien rights given for the collection of assessments if the Owner, transferor or transferee fails to pay such fee on demand.

ARTICLE IV USE RESTRICTIONS

Section 4.1 General.

The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or Developer, including business offices, models, a sales office, or a resale office) as may more particularly be set forth in this Declaration and amendments and Supplements hereto. Any Supplement or Amendments may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have the standing and the power to enforce such standards. The Association, acting through its Board of Directors, shall have the authority to make and enforce standards and restrictions governing the uses of the Property, in addition to those contained herein, and to impose reasonable user fees for use of the Common Areas.

a. Accessory Structures.

Dog houses, or structures of similar kind of nature shall not be permitted on any part of a Lot without approval by the Board. Dog houses and runs should be located so as not to be obtrusive. They should be painted to blend with their immediate surrounding or left to weather naturally. Landscaping will be required to soften the structures visually. Prefab, chain-link dog runs general will not be approved unless screened by wood fencing or located in a heavily planted area and painted flat black or green. Tool sheds are not permitted on any Lot.

(b) Air Conditioning Units.

Except as may be permitted by the Board or its designees, no window air conditioning units may be installed in any Unit.

(c) Animals and Pets.

No animals, reptiles, livestock, wildlife, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or which, in the sole discretion of the Association, endanger the health and safety of the Owners and their

Visitors, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any portion of the Property shall be removed upon the request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Household pets shall at all times, whenever they are outside the Owners Unit (including the Lot), be confined on a leash held by a responsible person.

(d) Antennas, Aerials, Satellite Dishes.

No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unit, without the prior written consent of the Board or its designee. Developer and/or the Association shall have the right, without obligation to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property.

(e) Artificial Vegetation, Exterior Decorations and Similar Items.

No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior decorations, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article VI of this Declaration.

(f) Clotheslines, Garbage Cans, Tanks, Etc.

All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Property and shall not be allowed to accumulate thereon. All clotheslines, storage tanks, mechanical equipment, garbage can storage structures, and such other items shall be subject to approvals set forth in Article VI of this Declaration.

(g) Business Use.

No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as:

The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity does not involve persons coming on the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the providers family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (I) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (m) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Developer with respect to its development and sale of the Property

(including any resales) or its use of any Units which it owns within the Property, including the operation of a time-share or similar program.

(h) Decks.

Decks should be located at the rear of the Units. The configuration, detail and railing design of a deck should relate harmoniously with the architectural style of the Unit. Wood decks must be constructed with rot-resistant wood and, in many cases, may be left to weather naturally. In some instances, the Board will require that the decks be stained to coordinate with the Neighborhood design or to help integrate the deck with the house. A skirt board must be constructed and landscape planting should be provided to screen structural elements and to soften the structure visually.

(i) Firearms.

The discharge of firearms within the Property is prohibited. The "firearms" includes B-B guns, pellet guns, and other firearms of all types, regardless of size.

(j) Lighting.

All single family Units must install an approved post light. The Owner will be responsible for maintaining the lighting for his/her Unit and the Association shall have the right at the Owner's sole cost and expense to maintain such lighting in the event the Owner fails to do so.

(k) Maintenance of Premises.

No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Unit, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Unit. All lawns, landscaping, sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. Owners whose Lots back up to a lake bank will be responsible to maintain the property from their Lot line to the lake bank. Owners whose Lots back up to a buffer area will be responsible to maintain the property in the Buffer area behind their Lot. All Owners must maintain their front yards to the edge of the roadway asphalt, including any unpaved right-of-way. Upon the failure to maintain the premises as aforesaid to the satisfaction of Developer, and upon the Association's or Owner's failure to make such correction within fifteen (15) days after Developer gives written notice of same, Developer may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Association or Owner, as the case may be, or Developer may bring an action at law or in equity. Such entry by Developer or its agents shall not be a trespass and by acceptance of a deed for a Unit, such party has expressly given the Developer the continuing permission to do so which permission may not be revoked; provided, however, Developer or its agent does not have to give written notice in the case of an emergency, in which event, Developer may without any prior notice, directly remedy the problem. If any Owner or the Association fails to make payment within fifteen (15) days after request to do so by Developer, assessment for the payment requested shall be levied and enforced in accordance with the provision of Article III hereof. Notwithstanding any other provision of the Declarations to the contrary, the Association shall maintain all unimproved Lots in the subdivision and the cost thereof shall be paid to the Association by the Owner quarterly by a billing procedure determined by the Association. If any Owner or the Association fails to make

payment within fifteen (15) days after request to do so by Developer, assessment for the payment requested shall be levied and enforced in accordance with the provision of Article III hereof.

(l) Nuisance.

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

(m) Occupants Bond.

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

(n) On-site Fuel Storage.

No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted if approved in accordance with Article VI hereof.

(o) Parking.

Vehicles shall be parked only in the garages or in the driveways serving the Units. No overnight on-street parking or parking on lawns shall be permitted.

(p) Playground, Play Equipment, Stroller, Etc.

The Board may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected on Units provided it is approved in accordance with Article VI hereof. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Tennis courts will not be permitted. Playhouses, if approved, must be placed in rear yard within set back lines and must be in scale with the size of the yard and consistent with Unit.

(q) Pools.

No above-ground pools shall be erected, constructed or installed on any Unit except that above ground spas and Jacuzzi may be permitted as approved in accordance with Article VI hereof.

(r) Prohibited Vehicles.

Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or side or rear yards if fully hidden by an approved privacy fence. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Unit except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks, or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit. Any vehicle which is parked in violation of this Section 5.1(v) or which is in violation of Section 5.1(s) due to the type of vehicle may be towed by the Board of Directors.

(s) Sight Distance at Intersections.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(t) Subdivision of Units and Time Sharing.

No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in Ownership of any Unit intended for a single family detached residence as shown on a Plat, but sole for the purpose of increasing the size of the adjacent Units. In the event of a division in Ownership of any Unit, the Owners among whom the Unit is divided shall be treated as Co-Owners of the divided Unit for purposes of voting and shall be jointly and severally liable for all Assessments against the Unit hereunder. Developer hereby expressly reserves the right to replat any Unit or Units owned by Developer; provided such division boundary line change, or replatting is not in violation of the applicable zoning regulations. No Unit shall be made subject to any type of time share program, Ownership interval or similar program whereby the right to exclusive use of the Unit rotates among multiple Owners or members of the program on a fixed or floating time schedule over a period of years.

(u) Tents, Trailers, and Temporary Structures.

Except as may be permitted by the appropriate committee under Article VI hereof, during initial construction within the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any Unit.

(v) Utility Lines.

No overhead utility lines, including lines for cable television, shall be permitted within the Property, except of temporary lines as may be required during construction and high voltage lines if required by law or for safety purposes.

(w) Walls and Fences.

Except as otherwise permitted by the NCC ARC or MC ARC (as such terms are hereinafter defined) the following provisions shall apply to all walls and fencing on the Property. All walls and/or fencing must conform to the parameters as follows:

The location of all fences and walls must be approved by the NCC ARC prior to installation. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the residence and may be allowed within the building set-back.

Any and all wall and fences may not exceed an average height of six (6) feet exclusive of pillars or ornaments and shall in no instance exceed six (6) feet in height measured from the first floor finished floor elevation unless approved by the NCC ARC or MC ARC in writing.

(x) Drainage.

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than Developer or the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow.

(Y) Drainage Areas.

For the purposes of this Declaration, "Drainage Areas" means those portions of the Common Areas designated as surface water management areas, drainage areas, basins, drainage easements, water management tracks, canals or canal easements (collectively "Drainage Areas") which are reflected on the Plat, and any amendments thereto, or are described in this Declaration, or otherwise designated by Developer as "Drainage Areas," and which shall be kept and maintained by the Association for irrigation, drainage, storm water retention and detention and beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities. The Drainage Areas are an integral part of a master drainage system which is for the benefit of the Subdivision. The Association shall maintain the Drainage Areas and master drainage system in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities.

(z) Wetlands, Lakes and Ponds.

Wetlands, lakes and ponds means those Common Areas so designated on the development plans submitted to Manatee County, this Declaration, the Plat, any addendum thereto, or otherwise designated by Developer and which are areas subjected to permanent or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds shall be kept

and maintained by the Association together with any adjacent shoreline in an ecologically sound condition for water retention drainage and water management purposes in compliance with all governmental requirements. Graded lakes shall be maintained with a productive littoral zone in compliance with governmental requirements.

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, Venice Service Office, Surface Water Regulation Manager.

(aa) Environmental Restrictions.

Building in or filling of wetland areas shall be prohibited without an approved plan and permit from the Manatee County Environmental Management Division or such other department of Manatee County that has jurisdiction of the matter at that time. The environmental restrictions established in this paragraph shall be enforceable by the Developer, the Association or by Manatee County, and in the event any such enforcement action is commenced, the prevailing party shall be entitled to reimbursement from the opposing party for all Court costs and Attorneys fees, including negotiation, investigation, trial and appellate proceedings.

No Owner of the property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the maintenance easement or the grass swales described in the approved permit and recorded in plat of the subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4.

(bb) Windows, Doors, Awnings, and Shutters.

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

(cc) Sidewalks.

Owners of Lots which are required to have sidewalks per subdivision construction plans approved by Manatee County Planning Department shall be required to construct those sidewalks on their Lots at their expense in accordance with subdivision construction plans approved by Manatee County Planning Department, upon completion of construction of a dwelling on the Lots or within three (3) years of final plat recording whichever shall occur first. If any Owner fails to construct sidewalks as required herein the Association may at its option and after ten (10) days written notice to the Owner of its intent to do so arrange for construction of the sidewalks on the Owner's Lot at Owner's expense and assess the cost to the Owner. The Association shall have the lien rights given for collection of assessments if Owner fails to pay such costs on demand and shall have the right to enter upon Owner's Lot and the exterior of any improvements to exercise its rights hereunder.

(dd) Roofs.

Heavyweight dimensional 25 year shingles are a minimum requirement for all roofs. Cement tile is also an acceptable roofing material. Roof color should be an integral part of the exterior coloring of the residence. The proportions of the roof shall be consistent with the

architectural style of the residence. The fascia and roof overhangs must be in proportion and blend with the rest of the residence.

(ee) Access.

No Lot or parcel of lands shall be used for any purpose other than solely and exclusively for a single family residential dwelling unless developer approves in writing the use of a Lot for a road. Provided, however, that in the event a single family residential dwelling is built upon a Lot, said Lot(s) shall no longer be considered to be used as a roadway. Said Lot(s) shall thereafter be used sole and exclusively for a single family residential dwelling.

(ff) Garages, Driveways.

Each single family detached resident must have a private fully enclosed garage for not less than two or more than three cars. Conversion of any garage to living area shall be prohibited. Garages shall be attached and part of the main dwelling and in keeping with the architectural style of the residence. Carports are not permitted. Double garage doors should be a minimum of 16' in width and doors for individual stalls shall be a minimum of 8' in width. All garage doors must be in keeping with the architectural style and the materials used on the residence.

All single family residence shall have a driveway of at least 16' in width at the property line. Finished concrete, patterned concrete, bominite pavers and integrated stone finishes are permitted. Other driveways may also be constructed of brick or interlocking pavers but must be of a stable and permanent construction. **Asphalt, blacktop, stained concrete and epoxy bonded aggregate are prohibited.**

(gg) Size of residence.

The living area of each residence shall contain a minimum of 1,350 square feet. Living area is defined as heated and or air conditioned areas and exclusive of garages, porches, patios and terraces.

(hh) Landscaping Local Residential Streets.

The Developer shall plant, within twenty-five (25) feet of the right-of-way of each local street within Water Oak prior to Certificate of Occupancy, one canopy tree meeting the requirements of Section 715.10.5 of the Manatee County Land Development Code for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way. None of these required trees shall be planted within a public or private utilities easement.

The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen. Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements of this paragraph. Palm trees may be utilized, when grouped at least two (2) together to count as one(I) canopy tree. Responsibility for installation and maintenance is each property Owners.

Section 4.2 - Leasing of Units.

This section has been replaced with a new leasing/renting amendment.

~~(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.~~

~~(b) Leasing Provisions.~~

~~(1) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing, except with the prior written consent of the Board of Directors. No Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Documents.~~

~~(2) Compliance with documents. Every Owner shall cause all occupants of his/her Unit to comply with the Documents, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the documents. All lessees shall agree to comply with the Documents.~~

Section 4.3 - Exceptions and Approvals.

Developer, the Association, and the NCC, the MC or any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without liability of any nature or kind to Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, Court costs and reasonable Attorney's fees. Every consent, permission or approval by Developer, the Association, the NCC, the MC or their agents under this Declaration shall be, in writing, and binding upon all Persons.

Section 4.4 - Community-Wide Standards, Rules.

The Association, through the Board, shall have the right to promulgate and impose further Community-Wide Standards or any rules and regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, the Common Areas, and any improvements located thereon.

ARTICLE V - DEVELOPER'S RIGHTS

Section 5.1 - Purpose.

The purpose of this Article V is to set forth certain Developer's rights, and to refer, for ease of reference to , certain other Developer's rights set forth in this Declaration. The purpose of this Article V shall in no way be a limitation of any rights of Developer otherwise set forth in this Declaration or as provided under law.

Section 5.2 - Duration of Rights.

The rights of Developer set forth in this Declaration that refer to this Article V shall extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in the Property; or (ii) the determination by Developer in a statement in writing placed of Public Record; or (iii) December 31, 2015.

Section 5.3 - Construction Marketing.

In recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of the Property, Developer hereby reserves for itself, its successors, designees and assigns, the right to use all Common Areas and all other portions of the Property in conjunction with and as part of its program of sale, leasing, construction, marketing, and development including, but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales and rental offices, place signs, employ sales rental personnel, show Units, and use portions of the Property and Units and other improvements owned by Developer or the Association for purposes set forth above and for storage or construction materials and for construction and assembling construction components without any cost of Developer and its successors, nominees and assigns for such rights and privileges. In addition to its other rights to use the Common Areas and Exclusive Common Areas, Developer, its successors, designees and assigns, shall have the right to use all or any portion of any building thereon as a sales, rental, or construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or property pertaining to the sale, construction, marketing, maintenance and repair efforts of Developer shall not be part of the Common Areas or Exclusive Common Areas and shall remain the property of the Developer or its nominees, as the case may be. Developer shall have the right to construct, maintain and repair structures and landscaping and other improvements to be located on the Property as Developer deems necessary or appropriate for the development of the Property. Developer's use of any portion of the Property as provided in this Paragraph shall not be a violation of the Documents.

Section 5.4 - Scope.

The rights and privileges of Developer, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Developer, its successors, designees and assigns, under any Document. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Developer that may not be suspended, superseded or modified in any manner unless same is consented to by Developer, and such rights may be assigned in writing by Developer in whole or in part as Developer deems appropriate.

Section 5.5 - Model Homes.

No Model homes shall be permitted without the prior written consent of Developer. Model Homes approved by Developer may be reviewed monthly and consent may be withdrawn by Developer at any time at the sole discretion of Developer.

ARTICLE VI - ARCHITECTURAL STANDARD AND REVIEW

Section 6.1 - Architectural Standards.

No construction (which term shall include within its definition staking, clearing, excavating, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to subsections (a) and (b) below. The Board of Directors may establish reasonable fee to be charged by the committees on

behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specification. This Article shall not apply to construction on or improvements or modifications to the Common Areas made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article VI. This Article may not be amended without the Developer's prior written consent so long as the Developer's owns any land subject to this Declaration or subject to annexation to this Declaration.

(a) New Construction Committee (~~NCC~~ ARC).

The ~~New Construction Committee ("NCC")~~ (**Now the Architectural Review Committee [ARC].**) shall have exclusive jurisdiction to review and approve all original construction on any portion of the Property. Developer retains the right during the period provided for in Section 5.2 hereof to appoint all members of the ~~NCC~~ **ARC**, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of the ~~NCC~~ **ARC** in the same manner as provided in (b) below for the Modifications Committee. The ~~NCC~~ **ARC** shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures ("Design Guidelines"). Copies shall be available from the ~~NCC~~ **ARC** for review. The Design Guidelines shall be those of the Association, and the ~~NCC~~ **ARC** shall have sole and full authority to prepare and to amend them. In event that the ~~NCC~~ **ARC** fails to approve or disapprove plans submitted to it, or to request additional information reasonable required, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

(b) Modifications Committee. (ARC)

(**Now the Architectural Review Committee [ARC].**) The Board of Directors may establish a Modifications Committee ("~~MC~~ **ARC**") to consist of at least three (3), but not more than nine (9), persons, all of whom shall be appointed by the Board of Directors. Members of the ~~MC~~ **ARC** may include architects or similar professionals who are not Members of the Association. The ~~MC~~ **ARC**, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or to structures containing Units and the open space, if any appurtenant thereto. Until establishment of the ~~MC~~ **ARC**, the NCC shall have jurisdiction over all improvements and modifications in a accordance with this Section. The ~~MC~~ **ARC** shall promulgate detailed standards and procedures governing its areas of responsibility and practice ("Modification Guidelines"), consistent with those of the ~~NCC~~ **ARC**. In the event of any conflict, the ruling of the NCC shall be controlling. in addition thereto, the following shall apply. The ~~MC~~ **ARC** may delegate this authority to the appropriate Board or Committee subsequently created so long as the ~~MC~~ **ARC** has determined that such Board or Committee has in force, review and enforcement practices, procedures, and appropriate standards substantially similar to the Modification Guidelines. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modification additions or alterations, shall be submitted to the ~~MC~~ **ARC** for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to

limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired; provided, the modifications and alterations to the interior of screened porches, patios and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the ~~MC~~ **ARC** fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 6.2 - No Waiver of Future Approvals.

The approval of either the ~~NCC~~ **ARC** or ~~MC~~ **ARC** of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or other matter whatever subsequently or additionally submitted for approval or consent.

Section 6.3 - Variance.

The ~~NCC~~ **ARC** may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, or (b) stop the ~~NCC~~ **ARC** from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6.4 - No Liability.

No review or approval by the ~~NCC~~ **ARC** or the ~~MC~~ **ARC** shall imply or be deemed to constitute an opinion by ~~NCC~~ **ARC** or the ~~MC~~ **ARC**, nor impose upon the ~~NCC~~ **ARC**, the MC, the Association, Developer or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the ~~NCC~~ **ARC** the ~~MC~~ **ARC** is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetic and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other Person or purpose, and no Person other than the ~~NCC~~ **ARC** or the ~~MC~~ **ARC** shall have any right to rely thereon, and any review or approval by the ~~NCC~~ **ARC** or the ~~MC~~ **ARC** will create no liability whatsoever of the NCC, the ~~MC~~ **ARC**, Developer or the Association to any other Person or party whatsoever.

Section 6.5 - Compliance.

Any Contractor, Subcontractor, Agent, Employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ~~NCC~~ **ARC** or ~~MC~~ **ARC** may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 7.1 - Enforcement.

These covenants and restrictions may be enforced by Developer, the Association or any Lot Owner by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and Attorney's fees.

Section 7.2 - Notice to Owners (Address Change).

Any notice required to be sent to any Owner under the provisions of this instrument shall be properly sent if mailed, postage prepaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of the mailing, and it shall be the responsibility of the Owner to notify the Association in writing of any change of address.

Section 7.3 - Amendments.

These Covenants and Restrictions may be amended by the Developer so long as the Developer owns one (1) Lot for sale in the normal course of business or more in the Subdivision or by the written consent of the Owners of a majority of Lots in the Subdivision. Amendment by a majority of Lots cannot be valid, however, if the Developer owns any Lot in the Subdivision unless Developer consents thereto. Said consent shall not be unreasonably withheld by the Developer. Such amendment shall become effective when duly executed and recorded in the Public Records of Manatee County, Florida. No such amendment, however, shall invalidate any action properly taken under these covenants and restrictions. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

Additionally, Any amendments to these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District (SWFWMD).

Section 7.4 - Supplements, Rules and Regulations.

Developer reserves the right to adopt supplemental covenants and restrictions and rules and regulations with respect to the property or any portion of it, as long as the supplemental covenants and restrictions do not conflict with the terms and provisions of this instrument.

Section 7.5 - Transfer of Title to Association.

Developer may from time to time transfer portions of the Common Areas to the Association. Developer may, in this transfer of title, subject the title to such easements, reservations, restrictions and limitations as the Developer deems appropriate. The Association shall be obligated to accept title to each parcel as the Developer deems appropriate. The Association shall be obligated to accept title to each parcel delivered by Developer, and thereafter, to maintain the land described in the deed for the purposes provided in this instrument and to pay all taxes that subsequently become due and owing.

Section 7.6 - Assignment to Association.

Developer reserves the right to assign and delegate to the Association any portion or all of its rights, title, interest, duties and obligations created by this instrument and the Association agrees to accept this assignment.

Section 7.7 - Withdrawal of Property.

Developer reserves the right, at any time, to withdraw from the effect of this instrument any land owned by it if consistent with the Resolution, and if the land to be withdrawn would not completely or practicably sever the remaining land, and if the withdrawal would not materially increase the annual assessment against Property in Water Oak remaining subject to this instrument.

Section 7.8 - Interpretation.

The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument.

Section 7.9 - Term.

These Covenants and Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the Owners of a majority of Lots in the Subdivision execute and record in the Public Records of Manatee County, Florida, an instrument specifically rejecting a subsequent renewal.

Section 7.10 - Invalidity.

The invalidation of one or more of the provisions of this instrument by a final order of a court of competent jurisdiction shall not affect or modify any other provisions, which shall remain in full force and effect. Failure by any part to enforce any of the provisions of this instrument shall not be deemed to be a waiver of the right to do so in the future.

Section 7.11 - Effective Time and Date.

This instrument shall take effect at the time and on the date that it is recorded in the Public Records of Manatee County, Florida.

Section 7.12 - Access.

Developer and the Association shall have the right to access on any Lots or any improvements constructed on Lots, between the hours of 9:00 A.M. and 5:00 P.M, upon advance notice to the Owner to determine whether or not an Owner has complied with the provisions of this instrument relating to land use.

Section 7.13 - Discretion.

Whenever the provisions of this instrument require approval of Developer or Association, the approval may be either granted or denied in the sole discretion of either Developer or the Association.

Section 7.14 - Subordination.

Developer and Association agree that their respective interests under this instrument are subordinated to the lien, encumbrance and operation of any mortgages existing at the time of its recordation that encumber any portion of the Property and any additional, replacement, or subsequent mortgages obtained by Developer to finance improvements to the Property or any part of it. Although these provisions are self-executing, the Association shall execute such

instruments in recordable form to evidence further this subordination of its interests as Developer may request.

Section 7.15 - Enforcement of These Restrictions.

(a) Enforcement by Manatee County of These Restrictions. Manatee County Shall have the right, but not the obligation, 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 the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the subdivision. Furthermore, no Amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Manatee County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Manatee County.

(b) Enforcement by SWFWMD.

The district shall have the right, but not the obligation, to enforce by proceedings at law or in equity the conditions of its Permit the rules of the District, and the provisions of this Declaration which deal with surface water and storm water management.

Section 7.16 - Statement About Not For Profit Organization.

All Owners are hereby notified that there is a property to the west that is owned by a not for profit corporation and is utilized four to six times a year for well attended evening community events which produce noise and traffic.

Section 7.17 - Notice About Agricultural Land.

All Owners are hereby notified that there are neighboring agricultural uses, including possible use of pesticides and herbicides and of odors and noises associated with agricultural uses.

Section 7.18 - Manatee County Plat Requirements.

Pursuant of Manatee County Plat requirements, the following is a list of Exhibits:

Exhibit "B" Notice to Buyers,

Exhibit "C" Listing of Holdings,

Exhibit "D" Maintenance Program,

Exhibit "E" Fiscal Program, and

Exhibit "F" Right of Entry and Compliance with Manatee County Land
Development Code

IN WITNESS WHEREOF, the Developer, Manatee Ventures, Inc. has executed this instrument on this 20th day of October, 2000.

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of October, 2000,

by Steven T. Rinehart, President of Manatee Ventures, Inc., a Florida corporation, who is personally known to me.

TESHA J. WOOD Notary Public

My Commission Expires: 01/02/2003

EXHIBIT "A" LEGAL DESCRIPTION:

Commence at the se corner of the NW 1/4 of section 23, township 35 south, range 18 east; thence s.89°09'38"W. along the south line of said NW 1/4, a distance of 24.01 feet, thence N.00°50'24"W., a distance of 20.00 feet for a point of beginning; thence n.01°31'55"W., a distance of 1310.01 feet, to a point on the north line of the south 1/2 of said NW 1/4; thence N.89°27'10"W., along said north line, a distance of 237.41 feet, thence 5.00°32'50"W, a distance of 132.00 feet, thence n.89°27'10"W., a distance of 58.05 feet; thence s.00°32'50"W., a distance of 182.83 feet; thence s.89°44'39"W, a distance of 14.01 feet; thence n.89°27'10"W., a distance of 128.04 feet, thence s.00°32'50"W. a distance of 8.00 feet; thence S.00°42'30"E., a distance of 43.89 feet to the point of curvature of a curve to the right, being concave to the north having a radius of 175.80 feet, an arc length of 558.44 feet, a central angle of 182°00'07", a chord bearing of n.89°42'09"W., and a chord length of 351.55 feet to a point on said curve; thence s.81°19'19"W., a distance of 148.48 feet to a point on a curve which radius bears s.88°25'32"W. a distance of 489.00 feet; thence southwesterly along an arc of a curve to the right being concave to the west, having a radius of 489.00 feet, an arc length of 88.47 feet, a central angle of 08°01'20", a chord bearing of S.07°35'08"W. and a chord length of 88.41 feet to the point of a compound curve to the right being concave to the west, having a radius of 589.00 feet, an arc length of 384.44 feet, a central angle of 35°27'07", a chord bearing of s.28°59'35"W., and a chord length of 358.88 feet to the point of a reverse curve to the left being concave to the east having a radius of 281.00 feet, an arc length of 218.24 feet, a central angle of 47°28'14", a chord bearing of S.22°59'01"W, and a chord length of 210.11 feet to the point of tangency of said curve; thence s.00°45'08"E 48.78 feet; thence S.10°15'43"E., a distance of 38.31 feet; thence 5.00°45'06"E., a distance of 34.18 feet; thence S.89°14'54"W., a distance of 120.00 feet, thence N.00°45'08"W., a distance of 34.07 feet; thence S.89°14'54"W., a distance of 130.50 feet; thence N.87°13'38"W., a distance of 101.80 feet to the point of curvature of a curve to the left being concave to the south having a radius of 287.12 feet, an arc length of 280.75 feet, a central angle of 52°20'00", a chord bearing of s.88°45'24"W. and a chord distance of 251.88 feet to the point on said curve; thence n. 79°31'18"W., on a non radial line, a distance of 29.34 feet; thence s.13°15'12"W., a distance of 355.80 feet; thence n.88°57'58"E., a distance of 559.49 feet; thence n.89°09'36"E., a distance of 1375.90 feet to the point of beginning. CONTAINING 37.61 ACRES MORE OR LESS.

WATER OAK (also known as Whisper Bend)

ARCHITECTURAL DESIGN STANDARDS AND GUIDELINES

Purpose

Architectural design standards and guidelines secure and enhance the quality, value and harmony of a community. These standards and guidelines will ensure that the neighborhood of Water Oak (also known as Whisper Bend) will be always maintain an attractive, high quality appearance.

Architectural Review Committee

All construction within Water Oak (WO) must be approved by the Architectural Review Committee (ARC) of the WO Homeowners Association. The primary mission of the Architectural Review Committee will be to ensure that all improvements and construction within WO meet the standards described herein. The ARC will concentrate on the exterior appearance of houses built in WO. The Architectural Review Committee may allow minor variations to the standards and guidelines presented herein, if unique and/or specific design considerations and lot conditions warrant a change.

During the initial stages of development and construction at WO, the developer will appoint the Architectural Review Committee. After control of the Homeowners Association is passed to the residents, the ARC will be appointed by the Board of Directors of the Association, as provided for in the Declaration, Articles of Incorporation and By-Laws of the Association.

Plans Approval Process

The plans approval process for builders in WO has two stages: Master Model Approvals and Individual House Approvals. The master model approval process will simplify and expedite ARC plan approvals for builders. Builders must have each floorplan or standard house plan approved as a "master model" before it can be offered for sale to the general public.

To receive a master model approval, the builder must submit to the ARC a master model approval application, 1/4" scale architectural drawings of the floorplan and all proposed elevations of the house, individual landscape plans for each proposed front elevation and the design review fee. The Application for Master Model Approval is shown in Exhibit A. Whenever the footprint or any elevation of an approved master model house is changed, the change must be approved by the ARC.

Once a Master Model is approved by the ARC, the builder may use the simplified individual House Approval for each identical individual house to build. To receive an individual House Approval, the builder must submit to the ARC an individual house approval application, which lists the specific characteristics of the house, and a site plan showing the house on the lot. The Application for individual House Approval is shown in Exhibit B.

The ARC will approve or disapprove each application for approval within fifteen (15) days after receipt of the complete application. In the event the ARC fails to approve an application within thirty (30) days, the builder should contact the ARC immediately in writing. Should the ARC fail to provide an approval or disapproval within ten (10) days after receipt of that notice, the builder may consider the application approved.

Plan approval by the ARC does not imply that plans will meet building code, zoning or other approvals required by governmental agencies. Builders and/or homeowners are responsible for all governmental fees, including building permit and impact fees, required before, during, and/or upon completion of construction any improvement on the lots.

Changes to Approved Architectural Plans

When the builder finds it necessary to change architectural plans, elevations and/or specifications for the exterior of a house already approved by the ARC, the revised plans must be submitted to the ARC for a new approval. Revised plans must be submitted with an Application for Master Model Approval form, , that indicates the request to revise a previously approved master model. (See Exhibit A.)

Plan Review Fees

The ARC reserves the right to charge plan review fees to review plans for all construction and other improvements that require ARC approval.

Construction Inspections

ARC has the right to inspect all construction and improvements to lots within WO to determine that the construction conforms to the exterior appearances as shown in plans and specifications presented for the individual House Approval. If the house or other improvements under construction varies from the approved plan, the ARC may require construction work to stop until the house under construction is changed to conform to the approved plans.

Land Use Restrictions

All lots in WO are restricted to single family residential use. Any and all use of the houses built must conform to applicable zoning and use restrictions as governed by Manatee County codes and regulations. Approved builders may maintain model homes and sales offices for the sole purpose of marketing houses within WO. Model homes and model home sales center must receive design approval from the ARC.

Any on-site construction office including offices in garages or temporary trailers must be approved by the ARC. Any construction materials stored on-site in WO must be screened from public view.

Construction Cleanup

Construction cleanup is the responsibility of the builder. Construction trash or debris on site must be placed in approved containers. All construction sites must be maintained in a clean and orderly manner. WO will monitor construction sites for cleanliness. If a construction site is unsightly, the builder will be issued an order to clean up the site. If the site is not cleaned up within working three (3) days, WO will clean the site at the expense of the builder.

Setbacks and Building Heights

All houses built in WO must conform to the lot line setback restrictions for the neighborhood. The setbacks for WO are:

Front Setback	Rear Setback	Side Setback*
20'	15'	7.5'

*All setbacks are measured from face of building to property line.

All waterfront lots have a special 30 foot setback.

For all houses built in WO, the maximum building height is 35 feet. Maximum building height will always be measured from the first finished floor level to the top of the roof.

House Size Restrictions

The air conditioned area of houses built in WO must have a minimum of 1,350 square feet air conditioned area. Air conditioned area is defined and measured to include all the area within the outside finished face of the walls. The standard for the measurement of air conditioned area is set by American National Standards institute (ANSI). The garage and other un-air conditioned but roofed spaces such as a porch, lanai or exterior entry recess will not be counted in the allowable square foot range of a house

All houses in WO must have an attached, enclosed garage with operational garage door(s). Garages must accommodate at least two (2) full size automobiles and should have a minimum width of 19'4" and minimum depth of 20'. No garage larger than a three (3) car garage will be allowed in WO.

Roof Pitch and Materials

All houses built in WO must have minimum roof pitch or slope 5:12. Typically roof slopes should be 5:12 to 12:12. A variety of hip and gable roof lines is encouraged to avoid monotony in the community appearance. Flat and/or mansard roofs on the main house structure are prohibited. On the rear of a house a minimal amount of flat, built-up roof may be used over porch or lanai spaces.

Approved roofing materials include 25 year fungus resistant dimensional fiberglass or asphalt shingles, metal, concrete tile. All vents and flashing sheet metal must be painted to match the roof surface. The screened rear porch of a house may be included under the main roof of the structure or may be covered with an insulated metal roof. Metal porch roofs will not be allowed on lots if the porch structure is visible from the street.

Building Materials

Exterior walls of houses built in WO must be surfaced with stucco, brick or stone. Limited areas of elevations and areas such as gable end may be covered with aluminum or vinyl siding. The use of wood product sidings is not encouraged. No unpainted or mill finished metal may be used as trim on any exterior surface of a house including the door, sliding glass doors and window frames.

Any garage door window shapes should be compatible with other design elements in the house elevations.

Chimneys must be finished in similar materials to the adjacent walls of the house. Chimney caps must be finished with a color included in the approved, color combination for the house.

Colors

All exterior color selections and combinations will be approved by the ARC.

Each builder must select a palette of color combinations to be used in the neighborhood. The initial palette of color combinations must be approved by the ARC before model homes are completed. Color combination palettes must include roof color, house body color, trim colors and colors of accent items such as doors, shutters, etc.. New and/or updated color combinations can be , presented for approval as needed.

Builders are encouraged to limit the number of colors within each color combination so that no more than four colors including window frames, soffit and fascia are shown on any elevation. When each individual House Approval application is submitted, approved color combinations must be included on the application form.

Any change from the original color combinations approved by the ARC must be approved by the ARC before colors may be changed on existing improvements. Any homeowners who changes colors before receiving approval from the ARC may be required to restore the original approved colors at the individual owner's expense.

Repetitive Use of Elevation Designs and Color Combinations

The same house front elevation may not be repeated on any two adjacent lots. The same floorplan may be built on adjacent lots if different elevations are used on the houses. Builders should design a minimum of three (3) elevations for each floorplan.

House color combinations may not be repeated on any two adjacent lots.

Screening of Equipment and Trash Containers

All mechanical equipment and trash containers located on the exterior of a house must be screened from view from the street. A four (4) or six (6) foot high fence of the same design and color as the approved privacy fence, a stucco covered wall painted the same color as the body of the house or landscaping of adequate height and fullness at installation are the only approved methods to screen air conditioning equipment and trash containers.

Swimming Pools

Swimming pools must be permanent in-ground construction, built according to local building codes. Above ground swimming pools are specifically prohibited. Spas smaller than 10' in diameter may be built above ground provided that the spa is located within a screen enclosed patio directly attached to the main structure of the house.

Enclosures around swimming pools and spas must be consistent with the overall design and color combination of the house. Solar panel pool heaters may be located on roof surfaces if not visible from the street. Specific approval from the ARC is required before any solar pool heater may be installed.

Accessory Structures

Freestanding accessory structures such as storage sheds and detached garages are not allowed in WO. Covered patios and screen enclosures may not extend into the side yard setback on any lot in WO. The ARC may consider minor variations to this policy in the case of uniquely shaped lots. Any such variation considered by the ARC must meet all local government codes and restrictions.

Play equipment must be contained within the standard side yard setbacks on any lot in WO. Permanent basketball backboards may not be attached to front elevations of houses.

Driveways and Walks

Driveways must be constructed of concrete, concrete pavers, brick, brick pavers or other high quality materials. Unpaved, gravel and/or asphalt driveways are specifically prohibited.

Walkways from the driveway or street curb to the house should be constructed of the same materials as the driveway.

Where county required sidewalks are shown on the site construction plans and plat(s) for WO, the sidewalks will be built according to county code. Completion of the required sidewalks across the front or along the side of a residential lot is the responsibility of the builder and/or homeowner. Any mandated sidewalk should be included in landscape plan for each specific lot.

Utilities

Connections to necessary utility services are the responsibility of the building and/or homeowner.

All houses in WO must be pre-piped for natural gas, which will be available throughout the neighborhood. All houses must have an energy efficient natural gas water heater and an energy efficient natural gas heating system. Piping for a natural gas range/cooktop and a natural gas dryer must be included in the house.

Post Light .

All houses in WO must have a standard electric post light located in the front of the house. The design of the post light must be approved by the ARC. Installation, maintenance and energy costs of the post light is the responsibility of the homeowner.

Fences

The style and placement of fences within WO will be strictly controlled by the ARC. Any fence in WO must be specifically approved by the ARC before it is installed. All fences within WO must be designed and installed in accordance with applicable local codes and restrictions.

The styles, sizes and color of privacy fences allowed in WO are strictly regulated. Privacy fences may be installed on lots that back up to streets and on all interior lots. Corner lots and lots that open to amenity locations such as ponds or lakes have special restrictions for fences, materials and locations.

Fences on perimeter lots that back up to the wall on Linger Lodge Road and the HOA fence on 65th Street East may be extended across common area of the HOA to enclose the rear yards. The installation and maintenance of such fences is the responsibility of the homeowner. Homeowner must provide access at any time to the HOA and its representatives for inspection and maintenance of the community property. **If necessary the homeowner may be required at homeowner's expense to remove fences installed on common area to allow maintenance and repair of the community property such as the perimeter walls and fences.**

The standard privacy fences allowed in WO will be a six (6) foot high wood fence of board on board design or a white PVC fence of standard design. Detail drawings of approved fence styles are shown in Exhibit C. Privacy fences must be installed so that rails and posts are positioned on the inside facing to the interior of the lots. Privacy fences may not extend more than ten (10) feet forward from the rear corner of the house. All wood privacy fences must be painted with Sherwin Williams Woodscapes Pure White. No other fence colors are allowed.

On corner lots privacy fences must be set back from the side lot line to allow planting of the mandatory landscape buffer and must be meet all Manatee County codes.

No fences will be allowed within 20 feet of the rear lot line of any lot that abuts any portion of a lake or pond.

Fences must not obstruct drainage patterns as shown on the site construction plans.

Any fence installed in WO must be maintained in good condition and repainted as needed.

Amenity Fence
Water Oak Homeowners Association, Inc.
c/o Sentry Management, Inc.
361 Interstate Blvd.
Sarasota, FL 345240-8685
941-343-0506

April 30, 2002

To Whom It May Concern:

The Architectural Design Standards and Guidelines for Water Oak are revised to allow an Amenity Fence on a lot that abuts any portion of a lake or pond.

The approved Amenity Fence is limited to the Country Estates Malibu (or equal design) four (4') feet high, white PVC fence. (See attached illustration.) No other fence material or design will be approved.

The Amenity Fence must be set back five at least (5') feet from the rear property line.

Along side lot lines a combination of Amenity Fence and Privacy Fence (6' high, solid fence) may be installed. Only Amenity Fence may be installed along side lot lines for the first Fifteen ('15') from the rear fence line. The Amenity Fence may be terminated at the rear corner of the structure, if the structure is closer than Twenty (20') to the rear lot line. A Privacy Fence may be installed along the side lot line from the end of the Amenity Fence to a point Ten (10') feet forward from the rear corner of the house, which includes any lanai with a structural roof.

Any fence installed on a lot must not interfere with the community drainage system and must not impede water flow through drainage swales.

Any fence installed on a homeowner's lot must meet the design standards of the community and must be approved by the Modifications Committee of the Water Oak Homeowners Association, Inc. prior to installation. Approval by the Modifications Committee is separate from any approval required by governmental agencies and does not assure the homeowner that a fence will comply with requirements imposed by governmental agencies. Homeowners must apply separately for any required fence or building permits.

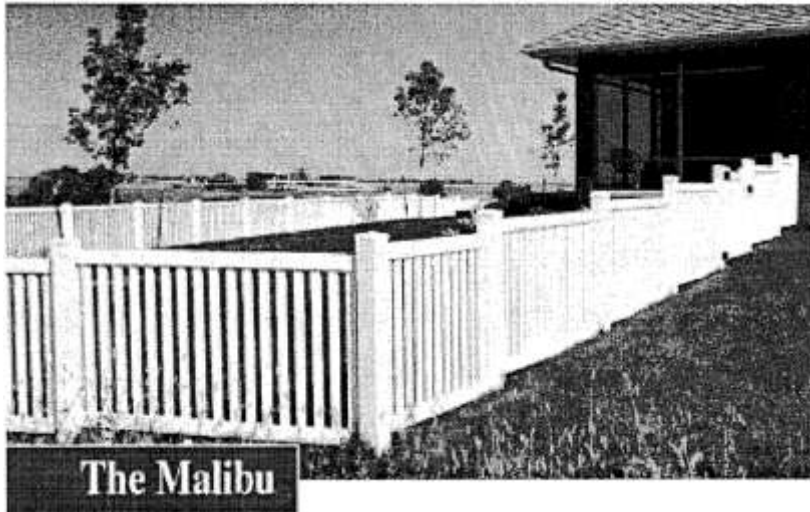
The homeowner agrees to maintain and mow sod outside the Amenity Fence to the water's edge of any lake or pond. In addition the homeowner must allow access to the lake, pond or common area if maintenance of the common area and/or drainage system behind a lot is required.

Sincerely,

David W. Scussel

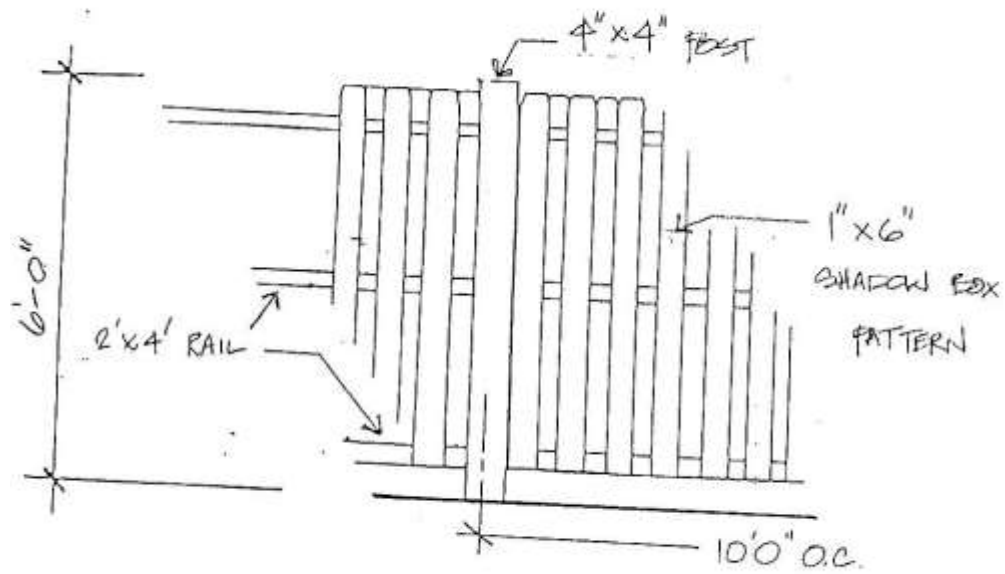
Secretary

Figure 1 - The Malibu (Fence Picture)



The Malibu from Country Estate is the contemporary design alternative with lifelong durability. Enjoy the beauty of traditional White fence without the traditional maintenance. The clean, smooth lines fit many applications including pool enclosures. (Warning: Check local building codes for pool enclosure regulations.) It is constructed of pure virgin polyvinyl compounds that consistently outperform any and all wood, metal or imitation polyvinyl fence products.

Figure 2 - Privacy Fence Detail



ACCEPTABLE MATERIALS:

Painted, Pressure Treated Wood

Antennae and Satellite Receptors

Exterior radio and television aerials and antennae are prohibited within the neighborhoods of WO. Satellite dish receptors of 18 inch diameter and smaller may be installed in locations not visible from the street. Specific approval from the ARC is required before any satellite dish receptors may be installed.

Mailboxes

Mail boxes must be installed in accordance with regulations of the US Postal Service. Only one mail box design will be approved for the neighborhood.

Landscaping

Landscaping is an important feature of WO. Every lot must be landscaped to at least the minimum standard for the neighborhood. Corner lots and lots that abut a lake or pond have special landscape requirements. Landscape requirements for standard lots include:

Irrigation system	Required
Sod	St. Augustine "Floritam"
Accent tree	4
Accent shrubs	3
Medium shrubs	22
Dwarf shrubs	25
Ground cover shrubs	80
Lake and pond rear yard	1 shade tree

Street trees must be planted in the first 20 feet of lot and may not be planted in the right-of-way.

Corner lots must have two (2) additional street trees and 30 medium shrubs in the side yard of the lot along the street. This side yard landscaping may not be located forward of the front corner of the house.

Lots that abut amenity areas such as a lake or pond must have a minimum of one tree in addition to any required front yard and side yard landscaping.