

**MASTER DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
THE INLETS AT RIVERDALE**

This Master Declaration is made this 25th day of February, 1994, by Nordic of Florida Development, Inc., a Florida corporation, (the "Declarant") and joined in by The Inlets at Riverdale, Inc., a Florida corporation not-for-profit (the "Master Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Manatee County, Florida, more particularly described in Section 2.01; and

WHEREAS, Declarant intends to acquire title to additional lots within Riverdale Revised, a Subdivision, as more particularly described in Article 2 hereof; and

WHEREAS, the Declarant intends that there will be created on the property made subject to this Declaration, in phases, a planned community to be known as The Inlets at Riverdale (hereafter "The Inlets"); and

WHEREAS, the main entryway into The Inlets will be landscaped and maintained in a manner appropriate for a high quality development; and

WHEREAS, such maintenance will be the responsibility of the Master Association; and

WHEREAS, there are or will be numerous lakes and waterways within The Inlets; and

WHEREAS, most such lakes and waterways are and will be an integral part of the Stormwater Management System for The Inlets; and

WHEREAS, maintenance of the Stormwater Management System will be the responsibility of the Master Association; and

WHEREAS, the Master Association will assess properties subject to this Master Declaration for such maintenance and other costs provided for herein; and

WHEREAS, Declarant has caused The Inlets at Riverdale, Inc., a not-for-profit corporation, to be incorporated so that it may serve as an organization to implement the Master Declaration; and

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WHEREAS, other Associations will be created for the purpose of enforcing more specialized covenants for portions of The Inlets and for implementing certain provisions hereof; and

WHEREAS, Declarant desires to establish covenants, conditions, restrictions and easements which apply to The Inlets and benefit present and future owners of The Inlets; and

WHEREAS, Declarant, as the present owner of portions of the property described in Section 2.01, desires to subject such property to this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 2.01, and such additions thereto as may hereafter be made pursuant to Article 2, is and shall be held, sold, conveyed, leased, occupied and used subject to this Master Declaration and the covenants, restrictions, conditions, easements, charges and liens provided for herein.

ARTICLE 1 DEFINITIONS

The following words and terms, when used in this Master Declaration or any Supplemental Master Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. "MARC" means the Master Architectural Review Committee described in Article 10.

1.02. "Architectural Review" means the requirements of this Master Declaration that site plans and development plans for Improvements and Alterations to, and Landscaping of, Lots, Parcels, Sub-Association Property and structures thereon, as well as Repair or Restoration thereof, be reviewed and approved. Where the context indicates, Architectural Review means the administrative process of Article 10.

1.03. "Articles" mean the Articles of Incorporation of the Master Association.

1.04. "Assessment" means a charge against a particular Owner and his Lot or Parcel, made by the Master Association in accordance with this Master Declaration. The following meanings shall be given to the following types of Assessments:

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

(b) "Special Assessment" means any Assessment other than a Regular Assessment or the Initial Assessment. Special

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Assessments may include, but shall not necessarily be limited to, amounts necessary to supplement Regular Assessments; costs to bring a particular Owner, Lot or Parcel into compliance with this Master Declaration, the Articles, By-Laws or Rules adopted pursuant hereto; costs of adding, improving, repairing or replacing Common Property; or the cost of any service, material or combination thereof obtained by the Master Association for the use and benefit of an Owner or his Lot or Parcel as provided herein.

1.05. "Assessment Index" means the number assigned to each Lot or Parcel to establish the share of Common Expense to be borne by such Lot or Parcel.

1.06. "Board" means the Board of Directors of the Master Association.

1.07. "By-Laws" mean the By-Laws of the Master Association.

1.08. "Commercial Property" means such lands that may from time to time be designated "Commercial Property" by Declarant.

1.09. "Common Expenses" means the actual and estimated cost of (a) administration and management of the Master Association, (b) maintenance, ownership and operation of the Common Property, (c) any item designated as a Common Expense, and (d) any material, service, tax, premium, assessment or charge reasonably or necessarily incurred by the Master Association arising from its ownership, operation, maintenance, management, administrative or other obligations set forth herein, in the Articles or By-Laws, or which are in furtherance of the purposes of the Master Association or that are incurred in discharge of any obligation expressly or impliedly imposed on the Master Association hereby.

1.10. "Common Property" means the lands, systems, facilities, rights and easements which may be deeded, leased, conveyed, granted, reserved or assigned to the Master Association and designated by Declarant as "Common Property," together with all improvements thereon and equipment, facilities and rights associated therewith or related thereto. Common Property includes personal property acquired by the Master Association if so designated.

1.11. "Community Service System" means a system of facilities, installations, ownerships, rights, licenses, uses, improvements, equipment or fixtures devoted to and intended for the common use, benefit and enjoyment of the Owners and occupants of The Inlets, and their guests, whether in whole or in part deemed Common Property, or located within and being a part of a Lot, Parcel, Neighborhood, Sub-Association Property or otherwise. By way of explanation, and not limitation, a Community Service System may include the Stormwater Management System, bike paths, recreational facilities including lakes or ponds, boat ramps and

boat lifts, private roads, facilities to provide utilities, street lighting, administrative support programs, and where reasonably required for implementation of such systems, appropriate ownerships, interests easements, servitudes, licenses and other use rights.

1.12. "Declarant" means Nordic of Florida Development, Inc., a Florida corporation, or its successors, assigns, nominees or designees, in whole or in part, as such Declarant.

1.13. "Declaration" means this Master Declaration, including any amendments hereto and any Supplemental Master Declarations filed hereunder. The term "Declaration" shall have the same meaning as the term "Master Declaration" and the term "Master Covenants."

1.14. "Development Documents" mean declarations of covenants, conditions, restrictions or easements; declarations of condominium, homeowners' or property owners' declarations; association articles and by-laws; and deed restrictions or covenants affecting the use and occupancy of parts of The Inlets that may be imposed upon parts of The Inlets by Declarant or Sub-Developers, and any subdivision, condominium or other plats, surveys, plot plans or graphic descriptions filed among the public records in accordance with the Development Plan, specific Governmental Approvals or other Development Documents. Neighborhood Documents are Development Documents.

1.15. "Development Plan" means the general development plan for The Inlets as it now exists, and as it may from time to time hereafter be amended. Development Plan includes the terms of the Governmental Approvals.

1.16. "Governmental Approvals" mean all and singular those development orders, site plan approvals, governmental stipulations, conditions, permits and requirements, as they may be amended from time to time, authorizing the development of The Inlets.

1.17. "Lot" means a discrete lot or tract on a recorded subdivision plat of land; a condominium parcel within a condominium; any unplatted single family residential tract; and any other separate possessory tract designated as a Lot by Declarant, which property is subject to this Declaration. Common Property, Sub-Association Property, and Parcels are not Lots.

1.18. "Master Association" means The Inlets at Riverdale, Inc., a Florida non-profit corporation, its successors and assigns.

1.19. "Master Declaration" means this Declaration, including any amendments hereto and any Supplemental Master Declarations filed hereunder. "Master Declaration" has the same meaning as "Declaration" and "Master Covenants."

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

1.21. "Neighborhood" means a part of The Inlets comprised of Lots, Parcels, Sub-Association Property, or any combination thereof, subject to common Development Documents (the "Neighborhood Documents"), no part of which area is also subject to other Development Documents applicable to such part only. A Neighborhood is the smallest area in The Inlets administered by an association. In the event of any question as to what constitutes a Neighborhood, the written determination of Declarant shall be final and binding on all Owners.

1.22. "Neighborhood Association" means an association responsible for the operation, management or administration of a Neighborhood, in accordance with Neighborhood Documents. A Neighborhood Association is the smallest association in which any Owner is a member.

1.23. "Neighborhood Documents" mean recorded Development Documents affecting only a Neighborhood and administered by a Neighborhood Association.

1.24. "Owner" means the single or multiple Owner of record of the fee simple title to any Lot or Parcel, but excluding those having such interest merely as security for the performance of an obligation, and excluding Declarant prior to the Turnover Date.

1.25. "Parcel" means any part of the property now or hereafter subject to this Declaration other than Lots, Common Property, streets, roads or other lands owned by or dedicated to a governmental unit or agency or public utility company. To the extent any Parcel is converted to Lots or Sub-Association Property, it shall cease to be a Parcel. A Parcel is typically a vacant tract planned for future development in accordance with the Development Plan, e.g. as subdivisions, condominiums, multi-family housing developments, Common or Sub-Association Property or for commercial purposes.

1.26. "Regular Members" mean Members other than Declarant prior to the Turnover Date.

1.27. "Stormwater Management System" means that system of lakes, ponds, detention and retention facilities, canals, including, without limitation, those canals which abut any Lot now or hereafter made subject to the Declaration as the canals are depicted on the Plat of Riverdale Revised, a Subdivision, as recorded in Plat Book 10, Pages 40-49 of the Public Records of Manatee County, Florida, and which have been developed as of the date this Declaration is recorded in such Public Records, ditches, culverts, structures, facilities, easements, licenses, ownership interests and use rights as they may now or hereafter from time to

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time exist within or adjacent to The Inlets, providing for a planned system of stormwater management in accordance with the Governmental Approvals.

1.28. "Sub-Association Property" means the lands, easements, licenses, servitudes, use rights, systems and facilities owned by or granted, reserved or assigned to a Neighborhood Association, together with all improvements thereon and equipment, facilities and rights associated or related thereto, together with any tangible personal property of any such Neighborhood Association.

1.29. "Sub-Developer" means an Owner of a Parcel or Lots whose ownership is for the primary purpose of effecting the development or sale of a part of The Inlets in accordance with the Development Plan. If a question arises as to whether an Owner is a Sub-Developer, Declarant's written determination is conclusive and binding on all Owners.

1.30. "The Inlets" means all of the land now or hereafter subject to this Master Declaration.

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

(a) Ninety (90) days after the date on which Declarant has conveyed its last Lot and Parcel in The Inlets to an Owner other than Declarant; or

(b) December 31, 2014; or

(c) The effective date on which Declarant surrenders its right to Declarant Membership status in writing.

ARTICLE 2 THE PROPERTY

2.01. Existing Property. The real property subject initially to this Master Declaration is described on Exhibit A, attached hereto and made a part hereof.

2.02. Additions as to Existing Property. Additional lands may become subject to this Master Declaration in the following manner:

(a) Additions. Without consent of the Master Association or any Owner, Declarant, and any owner thereof with the written consent of Declarant, have the right, but not the obligation, from time to time to subject to this Declaration all or any part of the property described on Exhibit B, attached hereto and made a part hereof, as well as any property contiguous or lying in proximity to the property described on Exhibit B. For purposes

of this Declaration, parcels of property separated by a platted road shall be deemed contiguous to each other. Any property designated as Common Property by the Declarant may be made subject to this Declaration notwithstanding that such property may not be contiguous to or in proximity to the property described in Exhibit "B." Such additions shall be made by filing a Supplemental Master Declaration to the property described therein. Supplemental Master Declarations may contain complementary additions and modifications hereto as may be determined by Declarant, provided that such additions and modifications are not substantially inconsistent with this Master Declaration.

(b) Other Additions. Upon approval in writing of the Master Association, pursuant to an affirmative vote of two-thirds of all Regular Members and the written consent of Declarant, the owner (which may or may not be the Declarant) of other property who desires to subject it to this Master Declaration and the jurisdiction of the Master Association, may record a Supplemental Master Declaration, which shall extend the operation and effect of this Master Declaration to the property described therein. After five (5) years after the Turnover Date, the written consent of Declarant shall not be required.

2.03. Withdrawal of Property. Any property at any time submitted pursuant to the terms of this Master Declaration may be withdrawn therefrom by Declarant, or by another Owner thereof with the written consent of Declarant, provided that the right of such withdrawal shall not extend to any Lots within a Neighborhood in which any Lots are then owned by Regular Members unless the Master Association, by its Board, shall consent thereto.

ARTICLE 3 MEMBERSHIP IN MASTER ASSOCIATION

3.01 Membership. Only Owners of Lots and Parcels and Declarant, prior to Turnover Date, shall be Members of the Master Association. Each Owner accepts such membership and agrees to be bound by this Declaration, the Articles, By-Laws and the Rules and Regulations adopted pursuant thereto. Membership may not be transferred separate and apart from a transfer of ownership of a Lot or Parcel. Membership commences upon acquisition and terminates upon sale or transfer of an Owner's interest in a Lot or Parcel, whether voluntary or involuntary.

3.02. Voting Rights. For purposes of voting rights only, the Master Association has two categories of membership, i.e. Regular Membership and Declarant Membership.

(a) Regular Membership. Regular Members are entitled to one vote for each Lot; provided, however, that multiple owners of a Lot have only one vote for such Lot. Regular Members who own

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Parcels are entitled to one vote for each Index Point assigned to such Parcel at the time such vote is taken. The voting rights of Regular Members are delegated as provided by this Master Declaration and the By-Laws.

(b) Declarant Membership. The Declarant Member(s) shall at all times have that number of votes equal to three times the total number of votes then held by Regular Members, plus one. Declarant Membership shall terminate and be converted to Regular Membership on the Turnover Date. If there is more than one Declarant Member, they shall cast their votes as they may among themselves determine, and in the absence of such agreement, the original Declarant, or its designees shall cast all votes of the Declarant Members.

3.03. Election of Board of Directors. Directors of the Master Association shall be elected and removed and vacancies on the Board shall be filled as provided in the By-Laws.

3.04. Control of Board During Development. During the time that Declarant has more votes than the Regular Members, Declarant shall have the right to designate, elect and remove the members of the Board, and the Directors so designated by Declarant need not be Members.

ARTICLE 4 COMMON PROPERTY

4.01. Description of Common Property. The Common Property shall include all interests in real property, easements, rights-of-way, licenses, use rights and servitudes that are now or hereafter may be specifically set aside, designated, reserved, granted, assigned or deeded to the Master Association by Declarant, or by others with the written consent of Declarant. Common Property may include Community Service Systems established within The Inlets and designated as such. Common Property may be designated as such by Declarant, or by Sub-Developers or others with the written consent of Declarant, in Development Documents, plats or other documents, Common Property shall include the following:

(a) Stormwater Management System. The Stormwater Management System shall consist of those certain lakes, ditches, culverts, lines, structures and infall and outfall facilities identified, designated and permitted as part of such system by the Governmental Approvals. The Stormwater Management System may in part be located upon Sub-Association Property, but in some instances it shall be comprised of public or private easements located or to be located within Neighborhoods or Parcels. The Stormwater Management System shall be for the use and benefit of all lands that may now or hereafter form a part of The Inlets. Each Owner of a Lot or Parcel, associations owning Sub-Association

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Property and Declarant shall have a perpetual, non-exclusive easement, right, license and servitude to use the Stormwater Management System. Declarant, (with the consent of the owner of the fee underlying any part of the Stormwater Management System), any Sub-Developer owning property on which any part of such system is located or a Neighborhood Association owning or administering any Sub-Association Property (including common elements of a condominium) on which any part of the system is located may reconfigure such parts of the Stormwater Management System with the consent of Declarant, provided same is then in accordance with sound engineering practices and the Governmental Approvals. In such event, the perpetual non-exclusive drainage easement rights of Declarant, the Master Association, Neighborhood Associations and all Owners shall without necessity of additional written documentation be transferred from the previously existing Stormwater Management System to the revised system. Declarant may dedicate to Manatee County all or any part of the drainage lines, structures and facilities which are part of the Stormwater Management System. Declarant, or others with consent of Declarant, may execute such instruments as may be necessary or desirable to effect such dedication without the joinder or consent of the Master Association, the Owner of any Lot or Parcel, the holder of any mortgage or other lien on any Lot or Parcel, or any Neighborhood Association. If such dedication involves acceptance by Manatee County and its agreement to maintain such dedicated property, then upon dedication Manatee County shall bear the expenses of maintenance of the dedicated lines and structures. The use of any part of the Stormwater Management System by an Owner shall be subject to this Declaration, applicable governmental approvals and Rules and Regulations promulgated by the Board.

(b) Tangible Personal Property. Certain tangible personal property may be provided by the Declarant or with Declarant's consent, or acquired by the Master Association.

(c) Community Service Systems. Common Property may include such ownerships, uses, licenses, easements, servitudes, use rights and property may form a part of a Community Service System, as may be established by Declarant, with Declarant's consent, or subsequently established by the Master Association.

(d) Additional Common Property. Declarant reserves the right to add additional Common Property and to permit Sub-Developers or others to add Common Property. Common Property may be acquired by the Master Association with Declarant's consent prior to the Turnover Date.

4.02. Members' Easement of Enjoyment. Every Member has a non-exclusive easement of the use and enjoyment of the Common Property. Said easement is appurtenant to and passes with the Member's Lot or Parcel. The easement is subject to this Declaration, and Rules and Regulations promulgated by the Board.

4.03. Title to Common Property.

(a) Subject to the Members' easement of enjoyment, Declarant may retain ownership of each part of the Common Property, and may encumber all or part of same by such mortgages as Declarant, in its sole discretion, may determine, until such time as Declarant shall elect to transfer or assign its interest in such Common Property to the Master Association.

(b) Declarant covenants that it will transfer the Common Property to the Master Association not later than ninety (90) days after the Turnover Date, such transfer to be free and clear of all liens and encumbrances except ad valorem taxes for the year in which the transfer takes place; the provisions of this Declaration and easements and other rights and reservations of record, none of which shall unreasonably interfere with the use of the Common Property for its intended purpose. Any conveyance shall be by fee simple deed. The Master Association shall pay for any documentary stamps required to be affixed to the instruments of transfer, the cost of recording the instruments of transfer and the cost of any title insurance desired by the Board. The Master Association shall continue to be responsible for ad valorem taxes and assessments. If Declarant fails to transfer all Common Property by such date, Declarant's obligation may be enforced by the Master Association by a suit for specific performance after thirty (30) days written notice to Declarant. Failure to transfer shall not give rise to any cause of action for damages to the Master Association or the Members unless such failure materially interferes with the Members' use and enjoyment of Common Property. Notwithstanding retained ownership of Declarant, the Master Association shall be responsible for maintenance of such parts of the Common Property as have been made available for the use of the Members.

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

4.05. Waiver of Use. No Owner may exempt himself from personal liability for Assessments, nor release the Lot or Parcel owned by him from the liens and charges for assessments thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot or Parcel.

4.06. Extent of Members' Easement. The rights and easements of enjoyment created herein are subject to the following:

(a) The right of the Master Association to limit the number of guests of Members and to limit the use of the Common Property by Members not in possession of a Lot or Parcel.

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(b) The right of the Master Association to establish reasonable Rules and Regulations governing the use of the Common Property.

(c) The right of the Master Association to borrow money for the purposes of improving, replacing, restoring or expanding the Common Property, or adding new Common Property, and in aid thereof to mortgage the Common Property. In order to mortgage the Common Property, the prior affirmative vote of not less than two-thirds of the total votes of Regular Members and the written consent of Declarant shall be required. The rights of such mortgagees shall be subordinate to the rights of the Members. In the event of a default upon any mortgage on the Common Property, the lender's rights thereunder shall be limited to a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment of the Members, and if necessary, to open the enjoyment of the Common Property to a wider public until the mortgage debt is satisfied, whereupon the possession of and title to such property shall be returned to the Master Association and all rights of the Members hereunder shall be fully restored. The Master Association's authority to mortgage hereunder shall not extend to any part of the Common Property providing drainage or other essential services to Neighborhoods, Lots, Parcels of Sub-Association Property.

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

(e) The right of the Declarant to grant additional non-exclusive easements forming a part of the Common Property or over Common Property to owners of property not part of The Inlets, for the purposes of access, ingress, utilities or drainage. Such grant shall ordinarily be on the condition that such non-members contribute in a fair and equitable manner to the maintenance of the portion of the Common Property in which such rights are granted. The Declarant shall establish a method of determining such ratable contribution at the time such easements may be granted.

(f) The right of Declarant to use the Common Property, and improvements thereto, for purposes of administrative offices, sales offices, sales promotion and marketing events, construction offices or other purposes appropriate to the development, construction, sale, promotion, marketing and management of The Inlets.

4.07. Further Disposition. With respect to such portions of the Common Property or Sub-Association Property, or any interest therein, that may be deemed required "common open space" under applicable governmental regulations or the Governmental Approvals, subsequent to the conveyance to the Master Association or a

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Neighborhood Association, there shall be no further disposition of such Common Property or Sub-Association Property that is real property, by sale, dissolution of the Master Association, a Neighborhood Association or otherwise, except to an organization conceived and organized to own and maintain such property without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

4.08. Disturbance of Common Property. No portion of the Common Property or any Sub-Association Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of the Master Association, the Director of the Manatee County Planning and Development Department, or such successor agency as may assume the duties of that Department, and the appropriate Neighborhood Association in the case of Sub-Association Property.

4.09. Right of Emergency and Other Governmental Personnel and Vehicles. Notwithstanding that the Common Property or Sub-Association Property may be privately owned, all emergency vehicles, including without limitation, fire, police, ambulance, rescue and similar vehicles, as well as vehicles belonging to Manatee County Health and Pollution Control personnel and governmental or private suppliers of utilities, shall be privileged to cross and to recross the Common Property and Sub-Association Property for all legitimate, proper and reasonable purposes while in the pursuit of their duties. Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire personnel are further hereby granted authority to enforce cleared emergency vehicle access in the performance of their duties, to the extent same may be necessary with respect to the Common Property and Sub-Association Property.

ARTICLE 5 COVENANT FOR ASSESSMENTS

5.01. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot and Parcel owned by it, hereby covenants and agrees to pay, and each Owner of any Lot or Parcel by acceptance of such ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, covenants and agrees to pay to the Master Association all Assessments made and liens against such Lot or Parcel in accordance herewith. Assessments, together with Delinquency Charges provided in Section 5.14 shall be a charge on the land and a continuing lien upon the Lot or Parcel against which such Assessment is made. Each Assessment together with such Delinquency Charges shall also be the personal obligation of the Owner of such Lot and Parcel at the time when the Assessment fell due, and shall remain the personal

obligation of such Owner notwithstanding that such Owner may no longer own the Lot or Parcel. The personal obligation shall not, however, pass to the successors in title of an Owner unless expressly assumed by such successors. The Master Association may record in the Public Records of Manatee County, Florida, a "Notice of Lien" setting forth amounts claimed due the Master Association as to any one or more lots or Parcels. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for Assessments to be valid, provided that the recording of such notice shall determine the priority of such lien.

5.02. Purposes of Assessments. Assessments shall be used only for the purposes set forth in or contemplated by this Master Declaration, the Articles or By-Laws, or for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of The Inlets, all as may be authorized from time to time by the Board.

5.03. Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board after giving due consideration to the current maintenance, operational and other costs and the future needs of the Master Association. Regular Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for the fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such cost. Written notice of the annual Regular Assessment shall be sent either to the Neighborhood Associations collecting Assessments on behalf of the Master Association, or to the Owners, if Assessments are being collected directly from Owners. Each Owner shall thereafter pay his Regular Assessment in such installments as may be established by the Board, such payment to be made either to his Neighborhood Association or to the Master Association. The Board shall determine on an annual basis whether Assessments are to be collected by Neighborhood Associations or directly from Owners.

5.04. Special Assessments. The Board may levy such Special Assessments as may be determined to be necessary or desirable in carrying out its responsibilities and duties under this Master Association. The amount and purpose of all such Special Assessments shall be established by the Board, unless otherwise provided. Without limiting the generality of the foregoing, the following circumstances shall authorize Special Assessments:

(a) Supplementary Amounts. If the Board determines that Regular Assessments for the then current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Special Assessment against each Lot or Parcel, specifying the date or dates when due.

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(b) Compliance. Special Assessments shall be levied by the Board against a Lot or Parcel to reimburse the Master Association for costs incurred in bringing an Owner or his Lot or Parcel into compliance with this Master Declaration.

(c) Improvement. The Master Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property, including the fixtures and personal property related thereto. Special Assessments for improvements must be approved by at least sixty percent (60%) of the votes entitled to be cast by Regular Members, and by the Declarant prior to the Turnover Date. Such Special Assessments shall be payable at such times and in such installments as may be determined by the Board. All special Assessments for improvements may only be used for improvements.

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

5.05. Sharing of Common Expense. Each Lot and Parcel shall be assigned an Assessment Index, sometimes referred to as Index Points. Subject to Sections 5.17 and 5.18, each Lot or Parcel's share of the Common Expense shall be equal to a fraction, the numerator of which is that Lot or Parcel's Assessment Index, and the denominator of which is the total Index Points for all Lots and Parcels subject to assessment, to the extent subject to such assessment. (For example, Lots or Parcels exempt under Section 5.17 shall not be counted in calculating the denominator. Lots or Parcels subject to Reduced Assessment under Section 5.18 shall be included in the calculation as a Fractional Index Point equal to the Reduced Assessment liability. for example, a Parcel assigned 100 Index Points and a Reduced Assessment of twenty percent (20%) percent shall be counted as 20 Index Points in determining the denominator.) The Assessment Index for each Lot shall, unless otherwise provided herein, or in a supplemental Master Declaration, be 1.0. The Assessment Index assigned to each Parcel shall ordinarily be equal to the number of Lots and Residential Units to be developed thereon in accordance with the Development Plan, but may be adjusted by Declarant either before or after initial assignment. If a Parcel is converted, in whole or in part, to Lots, the Assessment Index of the Parcel shall be reduced by 1.0 for each Lot created from the Parcel. Designation of any part of a Parcel as Sub-Association Property shall not reduce the Assessment Index assigned to the Parcel, except with the consent of

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Declarant. Regular and Special Assessments shall, unless otherwise provided herein, be levied in the same proportion by which the Lots and Parcels share the Common Expense and be collected at such intervals as may be determined by the Board. Special Assessments for compliance or services may be neither uniform in amount nor levied in proportion to the Assessment Index because of their nature, but shall be processed in a uniform and non-discriminatory manner, and all Lots and Parcels similarly situated shall be assessed in a uniform manner.

5.06. Commencement of Regular Assessments. Regular Assessments shall commence as to all Lots and Parcels on January 1, 1995. Regular Assessments as to Lots or Parcels in additional areas brought under the Declaration pursuant to Section 2.02 shall commence with respect to all Lots and Parcels within such area on the first day of the month following the conveyance of the first Lot or Parcel therein by Declarant to an Owner. The date of commencement of Assessments shall be subject to Sections 5.17 and 5.19.

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

5.08. Exempt Property. The Common Property and all Sub-Association Property shall be exempt from all Assessments. Declarant owned property is exempt under Section 5.17.

5.09. Assessment Rate.

(a) The initial Regular Assessment in effect for the year in which this Master Declaration is recorded shall be \$330.00 for each Index Point, for an Assessment Rate of \$330.00 per Index Point. So long as Declarant's guarantee of the Deficiency under Section 5.17 is in effect, the Regular Assessment shall be established by the Board based upon the anticipated expense and number of Lots and Index Points assigned to Parcels added and anticipated to be added to The Inlets for the then current year, taking into consideration Reduced Assessments under Section 5.18 and Declarant's rights under Section 5.17. Any surplus may be carried forward to succeeding years. So long as Declarant's guarantee of the Deficiency is in effect, the Board shall not establish a Regular Assessment for any year that would result in a Regular Assessment greater than the Initial Assessment Rate of \$330.00 per Index Point, increased by ten percent (10%) for each

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year that has elapsed since the date of recording of this Declaration.

(b) After Turnover Date or the earlier termination of Declarant's guarantee of the Deficiency under Section 5.17, the Board shall establish a budget and divide it by the total number of Index Points within The Inlets subject to assessment to the extent so subject to arrive at the Assessment Rate.

(c) The Regular Assessment for each Lot and Parcel shall be equal to the Assessment Rate times the number of Index Points assigned to such Lot or Parcel, subject to any Reduced Assessment under Section 5.18.

5.10. Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts and in such categories as are determined by the Board for deferred maintenance and repair, including maintenance of all Common Property, emergency repairs as a result of casualty loss, recurring periodic maintenance or initial cost of any new service to be performed by the Master Association. Reserve Accounts may be used by the Board on a temporary basis for cash flow management of the Master Association, even though such amounts are expended on items other than those for which the Reserve was established. The amount of such Reserve shall be restored from revenues subsequently received, it being the intent that the Board may "borrow" from Reserve Accounts, but same shall not diminish the obligation to levy and collect Assessments that will, upon collection, permit the restoration of all Reserve Accounts.

5.11. No Offsets. All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Master Association is not properly exercising its responsibilities and authorities as provided in this Master Declaration. This provision shall, however, be subject to the provisions for Reduced Assessment in Section 5.19 and provisions with respect to Declarant Assessment in Section 5.17.

5.12. Rights of Mortgagees. The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot or Parcel after a mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosures, shall be subordinate to the lien of such mortgage and the Owner acquiring title to such Lot or Parcel as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for Assessments pertaining to such Lot or Parcel becoming due within such period. Such unpaid share of the Common Expense or Assessments shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring title to such Lot or Parcel through such foreclosure or conveyance in lieu thereof. Nothing contained

herein shall, however, relieve an Owner from responsibility for such unpaid Assessments for the period of time he owned such Lot or Parcel. Any Assessments against a Lot or Parcel accruing prior to the recordation of a mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Lot or Parcel in the manner generally provided for herein.

5.13. Budget. The Board shall prepare an annual budget and make copies thereof available to all Members requesting same at least thirty (30) days prior to the first day of the following fiscal year. Provided, however, that any budget that contemplates a Special Assessment for improvements requiring approval of membership shall be submitted on not less than forty-five (45) days notice to the Neighborhood Associations. Failure of the Board to prepare, submit and adopt a budget in a timely manner shall not affect the validity of the budget once adopted. Until such time as a budget is adopted, the prior year's budget shall continue in effect.

5.14. Delinquency Charge. All Assessments and other amounts due the Master Association pursuant to this Master Declaration shall bear interest at the highest rate permitted by law then in effect, or such lower rate as the Board may from time to time determine. If any such Assessment is not paid when due, then a late charge shall be levied. The initial late charge shall be \$10.00. The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration the declining purchasing power of the United States Dollar; the costs reasonably expected to be incurred by the Master Association as a result of following up such delinquency; and the effectiveness of such late charge in assuring prompt and timely payment of Assessments. The liens in favor of the Master Association shall secure the amount of the Assessment, all interest accruing thereon, late charges and all costs of collection thereof, whether enforced by suit or otherwise, including a reasonable attorney's fee at trial and any appellate level. The Master Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the Assessment as to which they apply. Such late charges, interest, costs and fees shall be collectively referred to as "Delinquency Charges."

5.15. Non-payment of Assessment and Remedies of Master Association. If any Assessment is not paid by the due date specified by the Board, then such Assessment shall become delinquent and shall, together with such Delinquency Charges as herein provided, be a continuing lien on the Lot or Parcel against which such Assessment was made, binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. As a condition to bringing an action at law or for foreclosure of a lien, the Master Association shall first record a Notice of Lien among the Public Records of Manatee County, Florida, and furnish a

copy of such notice to the then Owner by United States mail, either certified or registered, return receipt requested. (Failure of the Master Association to obtain a receipt shall not, however, prevent enforcement of such Assessment or lien.) If such Assessment, together with Delinquency Charges attendant thereon, is not paid in full within thirty (30) days after the date such notice is deposited in the United States mail, then thereafter the Master Association may bring suit at law for damages, foreclose its lien, or both. Upon the timely payment or other satisfaction of all amounts specified in a Notice of Lien and all other Assessments which have become due and payable with respect to the Lot or parcel as to which such notice was recorded, together with Delinquency Charges as may be applicable, the Master Association shall furnish a release of such notice in recordable form, but shall not be responsible for the cost of recording.

5.16. Collection of Assessments through Neighborhood Associations.

(a) Unless prohibited by law, Master Association Assessments against Owners and their Lots and Parcels may be collected through the Neighborhood Association of which such Owner is a member. Declarant, during the time that it is a Declarant Member, and thereafter the Board shall determine whether or not such Assessments for any particular part of The Inlets shall be collected through Neighborhood Associations.

(b) If Assessments are to be collected through Neighborhood Associations, the Board shall certify the amount and category of all Assessments against all Owners, Lots and Parcels in a Neighborhood to the Neighborhood Association. The Neighborhood Association shall thereupon collect same as agent and on behalf of the Master Association. Upon receipt of such Assessment amounts by a Neighborhood Association, it shall not less frequently than quarterly remit all amounts so collected on behalf of the Master Association to the Master Association. Each Neighborhood Association shall provide the Board with a list reflecting each owner, Lot and Parcel subject to its Neighborhood Documents, and the amount of Assessments collected from such owner, Lot or Parcel, such reports to be furnished together with each payment, and in all events within five (5) business days of written demand therefor by the Board.

(c) The provisions hereof are designed to serve as an accommodation to the Master Association and, its Members and Neighborhood Associations. Nothing herein shall be deemed to make any Neighborhood Association liable for Assessments beyond amounts actually collected by such Neighborhood Association. The delegation of collection responsibility to a Neighborhood Association shall not diminish or impair in any way the obligation of each Owner and Lot or Parcel for such Assessment, and the right of the Master Association to establish a lien therefor. No

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Neighborhood Association shall be required to collect any Assessments on behalf of the Master Association if such collection is prohibited by law and if any Neighborhood Association is unable to collect it shall so notify the Board and render a final accounting of all amounts received and remitted to the Master Association, and the amounts remaining unpaid during any period of time it was acting as agent for the Master Association. Each Sub-Developer shall, as part of the Neighborhood Documents, impose a duty upon each Neighborhood Association to collect Assessments on behalf of the Master Association in accordance herewith, unless same shall be prohibited by law.

5.17. Declarant Assessment.

(a) Notwithstanding any provisions of this Master Declaration or the Articles or By-Laws to the contrary, prior to the Turnover Date Declarant (which term shall, for the purposes of this Section, include any affiliate of Declarant so designated by Declarant) shall not be obligated for nor subject to any Regular Assessment for any Lot or Parcel which it may own, nor shall it be responsible for any Special Assessment except those to which Declarant shall consent in writing.

(b) In consideration of such exemption Declarant shall be responsible for paying the difference between (1) the Master Association's expenses of operation otherwise to be funded by Regular and Special Assessments and (2) the amount received from Owners other than Declarant in payment of the Regular and Special Assessments levied against such Owner's Lots and Parcels (the "Deficiency"). The Deficiency shall not include any reserves for replacement, operating reserves, depreciation reserves, capital expenditures or Special Assessments for compliance, services or improvement.

(c) Declarant may at any time give written notice to the Master Association that it is withdrawing its obligation to fund the Deficiency, effective not sooner than sixty (60) days after such notice, whereupon, Declarant shall waive its right to total exemption from Regular and Special Assessments. Sixty (60) days after the giving of such notice or sixty (60) days after the Turnover Date, whichever first occurs, each developed Lot or Parcel owned by Declarant shall thereafter be assessed at 50% of the Regular and Special Assessment level established for Lots and Parcels owned by Regular Members other than the Declarant; provided, however, Declarant shall continue not to be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments for compliance, services or improvements not consented to by Declarant. For purposes of this Section 5.17(c), a "developed" Lot shall mean a Lot owned by the Declarant subject to this Declaration and for which water and sewer service has been installed by Declarant in the dedicated right-of-way adjacent to the Lot and the street

adjacent to the Lot has been paved to Manatee County standards and accepted for maintenance by Manatee County. Any Lot owned by Declarant that is not a developed Lot, as herein defined, shall continue to be exempt from Assessment notwithstanding that Declarant may have withdrawn its guaranty of Assessments as herein provided. All such Assessments shall be prorated for the remaining months of the then current fiscal year, if applicable. Declarant's Assessment shall be only for those Lots and Parcels subject to this Master Declaration. Upon transfer of title of a Lot or Parcel owned by Declarant, the Lot or Parcel shall then be assessed in the amount otherwise established for Lots or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the month following the date of transfer of title.

5.18. Pre-Development Assessment.

(a) Lots and Parcels owned by Sub-Developers for the purpose of development or marketing of a Neighborhood or otherwise may be privileged to pay less than one hundred (100%) percent of Regular and Special Assessments that would otherwise be assessed against such Lot or Parcel (the "Reduced Assessment") (if so determined by Declarant).

(b) The Reduced Assessment, its level, duration and terms shall be established by Declarant, in its sole discretion, by written agreement with Sub-Developers.

ARTICLE 6
DUTIES AND POWERS OF MASTER ASSOCIATION

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

(a) Except to the extent same is a direct obligation of an Owner or a Neighborhood Association, obtain all required utility and other services for the Common Property, and obtain and pay for the cost of electrical power for the maintenance of street lights within The Inlets, unless same is the responsibility of a special taxing district or unit or other governmental entity.

(b) Have the power to contract for cable television service and/or community antenna television system or other communications signal system for the benefit of Owners, Neighborhood Associations and the Common Property. Any Neighborhood Association, for itself and Owners who are members thereof, may elect not be included in such a contract, but such election shall not entitle such Neighborhood Association or the Owners of Lots or Parcels subject to the jurisdiction thereof to offset against Assessments levied by the Master Association.

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(c) Have the power to contract for, acquire, lease or operate Community Service Systems.

(d) Have the authority to delegate, assign to or contract with a Neighborhood Association to carry out all or part of special duties, authority or obligations hereunder, on such terms and provisions as the Board may determine.

6.02. Transfer to Governmental Authority. The Master Association shall have the right to dedicate or transfer all or any part of the Common Property to any public agency, authority or other entity for such purposes, subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including without limitation, the conveyance, lease or other transfer of any part of the Common Property to a special tax district, shall be effective unless approved by Members entitled to cast two-thirds of the votes of the Membership. Written notice of the proposed action must be sent to every Member not less than sixty (60) days nor more than one hundred twenty (120) days in advance of any action taken. Provided, however, that no such notice or vote shall be necessary if such dedication or transfer occurs or there is a binding undertaking so to dedicate or transfer made within ten (10) years of the date of recordation of this Master Declaration. In addition, the Board may transfer any maintenance responsibility to Governmental Authority as provided in Section 7.07.

6.03. Implied Powers. The Master Association shall have all power and authority reasonably necessary for it to carry out each and every of its obligations set forth in this Master Association, and the Articles or By-Laws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

6.04. Limitation. Nothing contained herein shall be construed to grant to the Master Association any power or authority exclusively reserved by Chapter 718, Florida Statutes, (1987) as it now exists or may hereafter be amended, to any condominium association operating a condominium or to the Owners of Lots (units) located therein. This Declaration, the Articles and By-Laws shall be construed to give effect to the intent that the Master Association shall not be deemed a condominium association, and shall not be responsible for operating any condominium, the operation thereof being reserved to the several Neighborhood Associations and Owners of Lots (Units) therein in accordance with the Condominium Act.

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ARTICLE 7
REPAIR AND MAINTENANCE

7.01. Repair and Maintenance by The Master Association. The Master Association shall be responsible for the maintenance, repair and replacement of the following, notwithstanding that title or other ownership interests may not have been transferred to the Master Association:

(a) The Common Property, including all improvements, facilities, equipment and supplies.

(b) Landscape and aesthetic facilities and installations as follows:

(i) Entry walls, signs, lighting, landscaping and irrigation systems located on either side of the primary entry road to The Inlets, to be known as Yacht Club Drive, and any such facilities located in any median located within such roadway. The Master Association's obligation shall include such installations and landscaping within the right of way for Yacht Club Drive as well as any such facilities located within any easement for such purposes adjacent to such right of way.

(ii) Such other areas of landscaping within or adjacent to public streets within The Inlets as may be designated by the Declarant as the responsibility of the Master Association. Declarant may specify such areas by instrument filed with the Master Association, by amendment hereto or by any other instrument filed among the Public Records of Manatee County, Florida. Maintenance obligations under this Section 7.01(b) shall include but not be limited to, irrigation systems, landscaping, walls, fences, signs, electrical and utility installations and structures as may be located within such rights of way or easements for aesthetic, artistic or decorative purposes, other than street improvements and public utilities. Nothing contained herein shall prohibit the Board from determining to maintain any such landscaping within or adjacent to any public street within The Inlets to the extent that same is not maintained by public authorities at an acceptable level, as determined by the Board. The Master Association shall have no responsibility for any landscape, buffer or similar easement, maintenance of which is the responsibility of a Neighborhood Association.

(c) Community Service Systems within The Inlets, to the extent same are not the responsibility of a provider of service, a government having jurisdiction or a Neighborhood Association.

(d) The Stormwater Management System, including but not limited to, all lakes, ponds, canals, ditches, culverts, lines, structures and in-flow and out-flow facilities not dedicated to and maintained by public authorities, and to the extent so dedicated,

to the extent not maintained by public authorities to a level acceptable to the Board. The Stormwater Management System shall be maintained to not less than the minimum standards and requirements imposed by the Governmental Approvals.

(e) In conjunction with Section 7.01(d), any Stormwater Management System within The Inlets, and any stormwater discharge facility within The Inlets as exempted or permitted by the Florida Department of Environmental Protection. With respect thereto, the Board may establish appropriate rules and regulations, assess the Owners for the cost thereof and contract for services to provide for the operation and maintenance of such system and facility.

(f) Any part of a public street within The Inlets improved with paver brick as to which the Master Association has signed a maintenance or other agreement with Manatee County. Provided, however, that if the Master Association signs any such agreement and thereafter a Neighborhood Association shall assume the duties of the Master Association, then thereafter the Master Association shall have no responsibility for such maintenance.

(g) The monitoring of water quality and quantity in accordance with and as required by the Governmental Approvals. The obligation of the Master Association hereunder may not be amended, modified or eliminated until five (5) years after completion of all parts of The Inlets as provided by the Development Plan, except with the written consent of Declarant and Manatee County. The Master Association's obligation to conduct such monitoring shall terminate if such monitoring responsibility is transferred to a governmental entity under Section 7.07.

7.02. Expense of Maintenance. The expense of the maintenance contemplated or implied by Section 7.01 shall be a Common Expense except as otherwise expressly provided. If an item of maintenance, repair or replacement is the result of any intentional or negligent act of an Owner or Member, his family, agents, tenants, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of such Owner and his Lot or Parcel. Even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Lot or Parcel for reimbursement as a Special Assessment. Likewise, should any such item be the result of any intentional or negligent act of a Neighborhood Association, its contractors, agents or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of such Neighborhood Association, and shall be billed to such association and payable by it.

7.03. Repair and Maintenance by Owners and Associations. Each Owner and each Neighborhood Association shall have no repair and maintenance responsibility with respect to the Common Property

or other items to be maintained by the Master Association hereunder, except for obligations provided in Section 7.02 and any maintenance obligations specifically assigned to a Neighborhood Association or an Owner.

7.04. Failure of Master Association to Maintain. If the Master Association shall fail to maintain those parts of the Common Property that are deemed common open space under the Manatee County Comprehensive Zoning and Land Development Code, as amended from time to time, (the "Code"), then Manatee County shall have the right to maintain same under and in accordance with the provisions of Section 205 G.3 of the Code, the provisions of which Section are incorporated herein by reference.

7.05. Failure of Neighborhood Association to Maintain. If a Neighborhood Association fails to maintain those parts of its Sub-Association Property that are deemed common open space under the Code, or that are otherwise required to be maintained by the Governmental Approvals, then the Master Association shall have the right, but not the obligation, to maintain same, in which event the Master Association may recover all costs of such maintenance, together with Delinquency Charges as provided in Section 5.14 from the association failing to perform such maintenance. If the Master Association does not elect to carry out such maintenance, then Manatee County shall have the right to maintain same under and in accordance with the provisions of Section 205 G.3 of the Code, the provisions of which Section are incorporated herein by reference. All Development Documents shall include a comparable provision, and if they do not do so, shall be deemed to include this Section 7.05.

7.06. Right of Master Association to Repair or Maintain Upon Non-Compliance Herewith.

(a) The Master Association and its agents may enter any Lot, Parcel or Sub-Association Property upon reasonable notice and during reasonable hours to inspect same, and if an Owner or Neighborhood Association has failed to maintain, repair or reconstruct such property, and improvements and landscaping thereto, in accordance with this Master Declaration, the terms and conditions of MARC approval, or both, after notice the Board may cause such maintenance to be performed or such repair or reconstruction to be carried out to the extent that such Owner or association has failed to do so. All costs of such maintenance, repair or reconstruction shall be assessed to the particular Owner as a Special Assessment.

(b) Likewise, such costs of maintenance, repair or reconstruction as to any Neighborhood Association may be recovered from such Neighborhood Association, together with Delinquency Charges, as provided in Section 5.14 whether collected by suit or otherwise. Until so collected such costs shall be treated as a Common Expense.

(c) Provided, however, that nothing contained herein shall obligate the Board or the Master Association to carry out any such maintenance, repair or reconstruction. Failure to carry out such maintenance, repair or reconstruction shall not waive the right of the Board to do so subsequently, nor shall doing so in any one or more instance establish any obligation of the Board to continue to do so or to do so in any particular circumstance.

(d) The Board may, in its discretion, establish uniform levels of maintenance and upkeep for Lots, Parcels and Sub-Association Property, and may rely upon such standards in carrying out its responsibilities hereunder.

(e) Any Owner or Neighborhood Association aggrieved by the decision of the Board to proceed under this Section may, after receipt of notice from the Board of its intent to proceed, appeal same to the MARC, whose decision shall be final. Failure to appeal within ten (10) days of receipt of such notice shall be deemed a waiver of objections and consent to the performance of such maintenance and repair by the Master Association, and consent to the obligation to reimburse the Master Association for the cost thereof, and for Owners, consent to the assessment therefor.

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

ARTICLE 8 INSURANCE AND RECONSTRUCTION

8.01. Insurance by Master Association. The Master Association shall obtain and continue in effect as a Common Expense such insurance in such amounts and coverages as the Board shall from time to time determine to be appropriate, necessary or desirable.

8.02. Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all casualty, liability and other insurance with respect to such Owner's Lot or Parcel as the Owner may from time to time determine. Provided, however, that each Sub-Developer shall maintain comprehensive public liability,

workers compensation, casualty, and such other insurance as may be reasonably required in such coverages and with such limits as may be approved by the Board. The Master Association shall not obtain any such insurance on behalf of an Owner, nor shall the Master Association insure the Lots or Parcels in any manner.

8.03. Other Association Insurance. Each Neighborhood Association shall be responsible for obtaining and maintaining in effect all casualty and liability insurance with respect to such associations' Sub-Association Property. The Master Association shall not obtain any such insurance on behalf of any such association, nor shall the Master Association insure the Sub-Association Property in any manner. Each Neighborhood Association shall maintain a comprehensive policy of public liability insurance, and casualty insurance on all insurable improvements located on or forming a part of such association's Sub-Association Property in an amount equal to the full replacement cost thereof.

8.04. Destruction of Improvements. The following provisions shall apply to the damage or destruction to improvements, whether located on a Lot, Parcel or Sub-Association Property. The term "Owner" as used in this Section shall include Neighborhood Associations.

(a) If any structure upon a Lot, Parcel or Sub-Association Property shall be substantially damaged or destroyed, it shall be the obligation of the Owner of such property to repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall require Architectural Review as provided herein.

(b) Notwithstanding damage to or destruction of the improvements to a Lot or Parcel the Owner shall remain liable to the Master Association for all Assessments in connection with such Lot or Parcel. Such liability shall continue unabated, even though such Lot or Parcel is not fit for occupancy or habitation, and even though such improvements are not reconstructed. In addition to liability for Regular Assessments, such Lot or Parcel may be liable for Special Assessments in connection with said Lot or Parcel, including those in accordance with this Section.

(c) As soon as practical after damage or destruction, the Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the property no later than thirty (30) days after the date upon which the casualty occurs.

(d) The Owner shall, within thirty (30) days of the date of the casualty, notify the Board in writing of his intention to

rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval and prosecute same diligently to completion. If for any reason the Owner does not notify, initiate Architectural Review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then he shall be deemed to have elected not to rebuild and the Master Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Master Association in writing of an election not to rebuild.

(e) If an Owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this Section, then such Owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility lines, which shall be secured. The Owner shall cause to be removed all parts of the improvements then remaining, including the slab and foundation. The Owner shall provide fill and install sod so that the property shall thereupon give the appearance of a landscaped open space. Such clearing and the restoration shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the provisions of this Section, then the Master Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against and be payable by the Owner. As to Owners of Lots or Parcels, such amounts shall be a Special Assessment.

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

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

8.05. Development Documents. Development Documents may vary the provisions contained in this Article 8 for Neighborhood Associations if approved in writing by Declarant. Likewise, Development Documents may, with the written consent of Declarant, provide alternative provisions regarding destruction and rebuilding of improvements applicable to Lots or Parcels subject to such Development Documents. Nothing contained herein shall prohibit a Sub-Developer from imposing more strict requirements regarding insurance and reconstruction on Lots or Parcels subject to such documents, provided that no such additional or more restrictive provisions shall be required to be enforced by the Master Association.

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ARTICLE 9
LIEN FOR WATER AND SANITARY SEWER SERVICES

9.01. Obligation and Lien. In the event a Lot, Parcel or Sub-Association Property is provided water or sanitary sewer services by a non-governmental entity, each owner of such property agrees to pay tap-in and monthly user charges as may be imposed by the operator of such system. If the aforesaid charges are not paid when due, then such charges shall become delinquent and shall, together with interest thereon at eighteen percent (18%) per annum and all costs of collection, including a reasonable attorney's fee, thereupon become a continuing lien on the property so served and the same may be foreclosed against such property in the manner provided for enforcement of liens pursuant to the laws of Florida. The effective date of the lien shall be the date a claim of lien is filed in the Public Records of Manatee County, Florida.

9.02. Benefit. The benefits and burdens of this Article shall be binding upon all properties made subject to this Master Declaration and the owners thereof and inure to the benefit of any non-governmental entity providing the services described in this Article. It is intended that such entities are to be third party beneficiaries of this Article.

ARTICLE 10
ARCHITECTURAL REVIEW

10.01. Definitions. For the purpose of this Article 10, and elsewhere in this Master Declaration and Development Documents, where the context may require, the following words and terms shall have the following meanings, unless the context shall clearly otherwise indicate:

(a) "Alteration" shall mean any alteration, change or modification to existing Improvements, Landscaping, Development or, where the context may require, such alteration, change or modification to proposed Improvements, Development, Landscaping, Repair or Restoration previously approved by the MARC but not fully completed. Without limiting the generality of the foregoing, any proposal that involves the application or use of materials of a different type, shade, color or quality than those originally used or approved, or the change of any grade, plant materials, excavation, size, height, location or specifications which in any way alters or changes the exterior appearance of any Lot, Parcel, Sub-Association Property or any Improvements or Landscaping thereto or thereon, or which would so alter or change if implemented, shall be deemed an Alteration.

(b) "MARC" shall mean and refer to the Architectural Review Committee of the Master Association provided for in Section 10.02.

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(c) "Architectural Review" shall mean and refer to the requirements of this Master Declaration that Work within The Inlets be reviewed and approved. Where the context indicates, Architectural Review shall mean the review and approval process of this Article 10.

(d) "Development" shall mean all plans and specifications for development within The Inlets, and implementation thereof, that effects or would effect any change in the land in The Inlets from its natural state or the condition it was in prior to such development, other than the carrying out of the construction or installation or Improvements, Landscaping, Repair or Restoration or Alterations as defined herein. Development shall include, but necessarily be limited to, any site plan or development plan for any part of The Inlets; any excavation or change of grade; construction or installation of any streets, roads or utilities; construction or development of recreational facilities or other amenities or common open space; construction of all or any part of the Stormwater Management System; development of any proposed subdivision, condominium, cooperative, apartment building or complex or other residential development; construction of any commercial or other non-residential development; installation of all exterior lighting, including but not limited to, street lighting, sign lighting, aesthetic and decorative lighting, parking lot lighting and lighting for recreational or other common facilities; construction of maintenance, storage or other ancillary structures; provision of parking lots; construction or use of temporary sales, administrative or construction offices or facilities; construction, installation or use of sales or promotional facilities, devices or property; design and development of Sub-Association Property; and the design, location and layout for all such facilities, systems and installations.

(e) "Improvement" shall mean all improvements as that term is normally and customarily used, including but not necessarily limited to, the installation, erection or construction of any building, structure, sign, fence, pool, patio, wall, walk, dock, deck, driveway, fountain, statue, tennis or other sport court, screen or other enclosure, water or sewer line, drain, mailbox, support piling or pole, or any other device, equipment, fixture, installation or facility that makes any change in the appearance of any part of The Inlets when viewed from adjacent or nearby Lots, Parcels, Sub-Association Property, roads, streets or other Improvements. Failure to enumerate any specific item as an "Improvement" shall not be deemed to exclude such item, it being the intent hereof that the term "Improvement" shall be broadly construed to provide a requirement of MARC approval of anything that may be installed upon, affixed to or located on land or other Improvements to land within The Inlets.

(f) "Landscaping" shall mean all landscaping, as that term is normally and customarily used, including but not

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necessarily limited to, the planting of grass, sod or other ground cover; installation of trees, bushes, shrubs, hedges, agricultural or ornamental plant life; borders, planters, containers and all other installations, facilities and systems related to the design, maintenance, location and appearance of other items of Landscaping; and irrigation systems, including wells and pumps.

(g) "Repair or Restoration" shall mean the maintenance, repair, replacement or reconstruction, in whole or in part, of any Improvements, Development or Landscaping that has been damaged, destroyed or impaired, by casualty or otherwise, or that has so deteriorated as to cause the owner thereof to undertake such maintenance, repair, replacement, rebuilding or reconstruction.

(h) "Standards" shall mean such design, development and maintenance standards as from time to time may be adopted by the MARC as applicable to all or any designated part of The Inlets, whereby certain designs, plans, materials, colors, heights, locations or other matters are mandated, prohibited or approved as criteria by which the MARC shall review and approve or deny an application under this Article.

(i) "Work" shall mean all plans, specifications, design, excavation, site work, construction, installation, maintenance, repair, restoration, replacement, enhancement or other change in the engineering, design, appearance, architecture and aesthetics of The Inlets subject to Architectural Review. Work includes all Alterations, Development, Improvements, Landscaping and Repair or Restoration.

10.02. Architectural Review Committee. Architectural Review shall be implemented by the Architectural Review Committee (the "MARC"). The MARC shall consist of not less than two (2) nor more than seven (7) members, and shall initially consist of two (2) persons. The members of the MARC shall be appointed by the Board. A member of the MARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the MARC. Members of the MARC shall serve terms established by the Board. Provided, however, that anything herein contained to the contrary notwithstanding, prior to the Turnover Date, the Declarant shall serve as the MARC. The establishment of the number of members,, method of selecting a chairman and other similar provisions for the composition of the MARC and the conduct of its proceedings shall be as provided from time to time by the By-Laws. To the extent such matters are not provided by this Master Declaration or the By-Laws, the Board may promulgate rules from time to time, and to the extent the Board has not so promulgated rules, the MARC may promulgate such rules. Provided, however, that all such rules must be consistent with the Master Declaration and By-Laws.

10.03. Persons Subject to Architectural Review. All Owners of property within The Inlets, other than Declarant, including but

not limited to Owners of Lots and Parcels, Sub-Developers and Neighborhood Associations, shall be subject to the requirement of Architectural Review and obligated to obtain MARC Approval as required herein prior to commencing any Work or allowing such Work to commence on their property.

10.04. When Architectural Review Required. Architectural Review and the approval of the MARC shall be required whenever anyone subject to Architectural Review under Section 10.03 proposes any of the following Work within The Inlets:

- (a) Any Improvement.
- (b) Any Development.
- (c) Any Alteration.
- (d) Any Landscaping.
- (e) Any Repair or Restoration.

10.05. Architectural Standards. The MARC may, from time to time, adopt and promulgate architectural standards for The Inlets. The Standards may not be contrary to the provisions of this Master Declaration. The Standards are deemed to include any mandatory architectural obligations, prohibitions and guidelines contained herein. The Standards shall be subject to the following guidelines:

(a) Different Standards may be promulgated for different types of development. For example, the different Standards may be adopted for single family residential, multifamily residential, single story or multistory residential. Likewise, different Standards may be adopted for commercial or professional development and for amenities that may be proposed for Sub-Association Property.

(b) Different Standards may be promulgated for different parts of The Inlets provided the MARC deems that part a significant development segment of The Inlets. For purposes hereof, any part of The Inlets containing more than one hundred Lots or residential units shall conclusively be deemed a significant development segment. Nothing contained herein, however, shall prevent the MARC from determining that a smaller part is a significant development segment, nor shall it require the MARC to establish any particular Standard or to deviate from previously adopted Standards for any particular development segment.

(c) Standards may take into consideration that a particular development segment of The Inlets may have within it differing types of residential product offered to different

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markets, and may therefore provide Standards that allow variance within a particular development segment.

(d) The Standards shall in all events be consistent with the Development Plan and Governmental Approvals.

(e) Standards once adopted may be altered or amended from time to time by the MARC as the MARC, in its sole judgment, deems appropriate and desirable. It is intended that amendments to Standards shall, from time to time, take into consideration new materials, technology and styles. It is further intended that Standards applicable to completed or substantially completed parts of The Inlets shall remain substantially consistent with the original architectural, structural, aesthetic and environmental content and original development of such part of The Inlets.

(f) Standards applicable to a particular part of The Inlets and type of proposed development shall be applied uniformly and consistently to all Owners of property subject to the particular Standard.

(g) The failure of the MARC to have a promulgated Standard on any particular matter that is subject to Architectural Review shall not preclude the MARC from reviewing and approving or rejecting such item. It is not the intent hereof that the MARC adopt Standards on all items that fall within its jurisdiction, it being recognized that in most instances of Architectural Review there are countless items that constitute part of the proposed Work and which are therefore reviewed and approved or disapproved by the MARC. Standards are intended to cover major items of consideration in Architectural Review, serving as a guide to those seeking approval of the MARC and assuring a degree of consistency for a similarly situated property within development segments of The Inlets. For matters not addressed by Standards, the MARC may approve a component item of a proposal in one instance and disapprove of it in another. In so doing, the MARC shall not be deemed to have acted inconsistently provided there is a distinction between the properties and proposals sufficient to warrant the different result.

(h) Standards may be adopted approving certain items of Alterations for the purpose of facilitating the routine Alteration provisions of Section 10.09.

(i) It is the intent hereof that the MARC be provided with broad discretion and flexibility in the development and application of Standards. In exercising its discretion, the MARC may make such determinations as it, in its sole discretion, deems appropriate and desirable for the benefit of all Owners and occupants of The Inlets, recognizing that different forms and types of Alterations, Development, Improvements, Landscaping and Repairs

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or Restorations may warrant different Standards, depending upon the nature of such Work and its location within The Inlets.

10.06. Application Procedure. Whenever an Owner, Sub-Developer or Neighborhood Association proposes any Work for which Architectural Review is required under Section 10.04, there shall be submitted to the MARC a written application for approval and at least two (2) complete sets of plans and specifications for the proposed Work. Such plans and specifications shall include, as appropriate, the following:

(a) A site plan for the property involved showing the nature, location, shape and dimensions of all proposed Alterations, Development, Improvements, Landscaping and Repairs or Restoration, as may be applicable. The site plan shall show any existing Improvements, Development and Landscaping.

(b) Complete floor plans and exterior elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living area and other areas.

(c) Engineering drawings and specifications for all Development in sufficient detail for the MARC to evaluate the proposed Development, its schematic design, infrastructure, drainage, layout, and design features.

(d) Specification of all materials to be used, including description of type, color and nature.

(e) Specification of all plant and other material proposed for Landscaping.

(f) Samples of materials and proposed colors for external application.

(g) Such other additional and supplementary information and materials as the MARC may reasonably require.

The MARC may waive formalities in the submission process, and may waive any one or more of the above requirements if it deems the application, description, plans or specifications provide information of reasonably sufficient detail for the MARC to review.

10.07. MARC Review.

(a) The MARC shall review and evaluate all applications and shall either approve or disapprove, or approve in part and disapprove in part, the application. The MARC shall take such action within thirty (30) days after receipt of a completed application and any additional information required by the MARC.

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(b) Failure of the MARC to approve or disapprove an application within thirty (30) days after receipt of all materials required by it hereunder shall be deemed disapproval. Where applicable the MARC shall annotate its decision by reference to this Master Declaration or Standards. Standards are to be a guide, and even though an application may meet all Standards applicable, the MARC shall not be obligated to approve if there are other features of the application of which the MARC does not approve. Likewise, the MARC may approve of an application which does not meet all Standards applicable to it if the MARC, in its sole judgment, determines that the proposed Work in its entirety merits approval, and the deviation from an adopted Standard will not substantially, materially and adversely affect the Owners and occupants of The Inlets.

(c) The MARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The MARC may issue conditional approvals, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations in writing the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations.

(d) No Work shall proceed except in strict compliance with this Master Declaration and the approval by the MARC, and any Work performed without such approval may be required to be removed by the Board. If any Work requiring MARC approval shall be commenced and completed without Architectural Review and approval by the MARC, or at variance with an approval, and the MARC does not indicate disapproval thereof for a period of ninety (90) days after completion of such Work, then such Work shall be deemed to have been approved by the MARC. Provided, however, that if during such period after completion the MARC does indicate its disapproval, then such Work may be required to be removed, in whole or in part, or altered to comply with such plans and specifications as may be approved by the MARC.

(e) In exercising its authority, the MARC shall have the right to refuse to approve any proposed Work which it deems not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving any plan, specification or other part of an application, the MARC shall consider the suitability of the proposed Work, giving due consideration to the site upon which the Work is to be performed, the several components of the Work, the internal harmony of the area embraced within the proposed Work and the harmony thereof with surrounding areas and the effect thereof on adjacent or neighboring property, as well as its consistency with the quality of development with The Inlets.

10.08. Conformance with Development Plan. The MARC shall not approve any application that is contrary to the Development Plan.

The MARC shall in all cases have the right to determine and designate building setback lines, uses, densities and other matters necessary to conform to the Development Plan.

10.09. Routine Alterations. Where the MARC has established Standards approving certain colors, materials, decorative or other items of routine maintenance, repair, replacement or minor Alterations, an Owner may comply with such Standards without necessity of formal application to and approval by the MARC. Any such routine maintenance, repair, replacement or minor alterations which involve use of substantially the same colors, materials, landscaping materials or other items previously approved by the MARC for the particular property may perform such Work without necessity of formal application to or approval by the MARC, provided that such Work is not then contrary to any Standards then in effect. Any Owner proceeding under this Section shall do so at his own risk, and if any such Owner is in doubt as to whether or not formal MARC approval is necessary, he may notify the MARC of the Work proposed under this Section, describing it in sufficient detail for the MARC to review it. If the MARC does not advise the Owner in writing within fifteen (15) days after receipt of such notice that Architectural Review is required, then the Owner may thereafter carry out such Work in conformance with such notice. The MARC may, upon receipt of any such notice, request more detailed information, in which event the time for its response shall not commence to run until it has received all such additional information and material as it may reasonably request. If the MARC advises an Owner that the proposed Work requires MARC approval, the Owner shall thereafter submit an application for Architectural Review.

10.10. Rules, Regulations and Fees. The MARC may adopt reasonable rules and regulations for the conduct of its meetings and the implementation of the authority given it hereunder. Provided, no such rules and regulations may be adopted by the MARC that are inconsistent with Rules and Regulations adopted by the Board, the By-Laws or this Declaration. The Board may establish reasonable fees for Architectural Review from time to time. In establishing such fees, the Board may take into consideration the nature of the application, and establish a fee schedule depending upon the nature and extent of the application.

10.11. Right of Entry. There is specifically reserved unto the Master Association, the MARC and their agents and representatives the right of entry and inspection upon any Lot, Parcel or Sub-Association Property and Improvements thereto for the purpose of determination by the MARC whether there exists any Work which violates the terms of any approval by the MARC or the terms of this Master Declaration or of any Development Documents to which such property is subject.

10.12. Enforcement. The Master Association through the Board is specifically empowered to enforce the provisions of this Master Declaration and the decisions of the MARC by any legal or equitable remedy. In addition to any other remedies available to it, the Board may impose such fines using such procedures as may be set forth in the By-Laws for the failure of any Owner, Sub-Developer or Neighborhood Association to comply with the provisions of this Article 10. In the event that any Work is commenced or completed in violation of the provisions of this Article, then the Board shall have the right, on the recommendation of the MARC, to levy a Special Assessment against the Owner and the property on which such Work was performed for damages caused by such violation, such remedy to be in addition to the other remedies hereunder in the event it becomes necessary to resort to litigation to determine the propriety of any Work, or to remove or require the removal of any unapproved Work, then the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fee in connection therewith.

10.13. Indemnification of MARC. The Master Association shall indemnify and hold harmless the MARC and its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of service as a member of the MARC.

10.14. Right of MARC to Approve Contractor. No contractor or builder may effect any Work without the express written approval of the MARC, which approval may be withheld on the basis of the MARC's determination that the contractor's or builder's qualifications and general reputation in the community indicate a potential calibre of Work inferior to that deemed to be consistent with the quality of development of The Inlets. The MARC may, from time to time, publish a list of contractors and builders it has determined to be acceptable.

10.15. Right of MARC to Locate Improvements. The MARC shall have the right to approve the location of improvements on the Lots and Parcels in order to insure that each structure will be situated so as to provide the maximum view to all other structures and to preserve the natural vegetation to the maximum extent practical.

10.16. Liability Disclaimer. Neither Declarant, the Master Association nor the MARC assumes any responsibility for the design or quality of materials, construction or structural soundness of any Improvements, Landscaping or Development, nor compliance thereby with any codes or standards or the Governmental Approvals. No obligation or liability relating to any Development, construction of Improvements or Landscaping shall result from Declarant, the Master Association and the MARC reviewing and approving any proposed Work. Neither Declarant, the MARC or the Master Association evaluates applications or proposals to determine whether same satisfy any applicable governmental requirements. Neither Declarant, the Master Association, the MARC nor any of

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their officers, directors, agents or members shall be liable for any loss, damage, injury or expense arising out of or in any way connected with the performance of the duties hereunder, unless due to willful misconduct.

10.17. Records. The Master Association, through the MARC, shall maintain all records of all Architectural Review proceedings.

ARTICLE 11 COMPLIANCE BY SUB-DEVELOPERS AND ASSOCIATIONS

Each Sub-Developer as an Owner, and each Neighborhood Association shall be subject to and comply with this Master Declaration. The following provisions shall be specifically applicable, as the context may require, to such Sub-Developers and Associations.

11.01. Development Approval. All Development proposed by any Sub-Developer for any part of The Inlets shall, in addition to the requirement of MARC approval, require written approval by Declarant. All such proposed Development must be in accordance with the Development Plan and Governmental Approvals and, in addition, shall be subject to review and approval by Declarant as to general site plans, layout and location of roads, streets, bicycle paths, and walkways; location, layout, design and composition of open space and shared facilities and amenities; location, design, specification and engineering for all component parts of the Stormwater Management System; proposed layout of Lots within any subdivision and location of buildings, drives, parking areas, walks, paths, and shared facilities and amenities for any Development on a Parcel; architectural concept, design, materials, color, height and specification for all structural improvements to Lots, Parcels and Sub-Association Property; location of utility and other easements; landscaping, signage and lighting plants, designs and specifications; temporary location of sales and administrative offices of the Sub-Developer, its agents, contractors and employees; and such other aspects of the development plan of the Sub-Developer as may be reasonably required by Declarant to understand, review and grant approval or disapproval to such development proposal.

11.02. Development Documents. All parts of The Inlets shall be subject to Development Documents as required by this Section 11.02, unless and except to the extent Declarant shall waive such requirements. Such Development Documents must be submitted to and approved by Declarant. All Lots within a Neighborhood must be subject to Neighborhood Documents requiring the owners thereof to be members of a Neighborhood Association. All Parcels, other than the Commercial Property, shall be subject to Development Documents whereby the owner thereof shall be a member of a Neighborhood Association. All such Development Documents must meet the

requirements of Governmental Approvals, contain provisions whereby such associations designate Delegate Members to exercise the voting rights in the Master Association consistent with this Master Declaration and the By-Laws. All Development Documents shall implement the provisions of this Master Declaration wherein it is provided that Development Documents shall contain specific provisions. Development Documents shall contain restrictive provisions addressing and restricting the nature and types of vehicles that shall be permitted to be parked or stored within the particular part of The Inlets affected by such documents, which provisions shall be reasonably satisfactory to Declarant.

11.03. Compliance by Neighborhood Associations. Each Neighborhood Association shall carry out its administration of its respective Development Documents in accordance with the provisions of this Master Declaration, the Development Plan and the Governmental Approvals. Sub-Association Property shall be used only in accordance with this Master Declaration and the Development Plan, and shall not be altered, constructed, reconstructed or modified, except after approval by the MARC. Each Neighborhood Association agrees that it will, unless prohibited by law, collect Master Association Assessments from its members as agent for and on behalf of the Master Association and remit such Assessments to the Master Association in accordance herewith. Upon a failure so to remit, such Neighborhood Association shall be liable to the Master Association for all amounts for which it is required to remit, and should it become necessary for the Master Association to enforce such right, it shall be entitled to collect from such Neighborhood Associations all costs thereof, including a reasonable attorney's fee, for all amounts, whether for Assessments collected or otherwise, that are delinquent in payment to the Master Association from a Neighborhood Association by more than thirty (30) days, such amounts shall bear interest at the highest rate permitted by law.

11.04. Maintenance of Certain Lakes. There are or may be certain lakes, ponds, ditches, culverts, swales or other similar features or facilities within The Inlets that are not part of the Stormwater Management System as permitted and approved by the Governmental Approvals. To the extent same may exist, the Development Documents shall require that such lakes, ponds, ditches, culverts, swales and similar features or facilities be maintained in accordance with the Governmental Approvals, by a Neighborhood Association. Such maintenance responsibilities shall be subject to the provisions of Sections 7.05, 7.06 and 7.07.

11.05. Restriction on Amendment. Once approved, no Development Documents may be amended in any way that would make them not in compliance with this Master Declaration or the Development Plan, or that would make them less restrictive, except with the consent of the Board.

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11.06. Standards for Review. The Declarant shall have broad discretion in reviewing and approving development plans of a Sub-Developer under Section 11.01 hereof, it being recognized that it is in the interest of Declarant and The Inlets that all parts thereof be developed in a first class manner, with requisite consistency for a comprehensive planned development. The determination of Declarant shall be deemed appropriate, however, so long as Declarant shall articulate a reasonable basis for its decision that is consistent with its Development Plan. Declarant shall not unreasonably withhold its approval of Development Documents provided such Development Documents contain those provisions required by this Master Declaration and are not otherwise inconsistent herewith.

ARTICLE 12 EASEMENTS

The following easements, licenses and servitudes are hereby established and reserved over, across, under and through the lands that are now or may hereafter become a part of The Inlets, including but not limited to, Lots, Parcels and Sub-Association Property, each to be a covenant running with the land and in favor of the Declarant, Master Association, individual or collective Owners, Sub-Developers, governments having jurisdiction, suppliers of utility services, the public, third parties, Neighborhood Associations and Owners and occupants of adjacent lands, as the context may require.

12.01. Encroachments. If any Common Property shall encroach upon any Lot, Parcel or Sub-Association Property by reason of original construction, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist in favor of the Master Association.

12.02. Maintenance. Such easements and licenses as may be reasonably necessary or desirable are reserved and provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of all Common Property and Community Service Systems, and for the implementation of any of the maintenance or repair obligations of the Master Association.

12.03. Utility Easements. A perpetual, non-exclusive easement in favor of Declarant, its successors and assigns, and its respective mortgagees, upon, over, under and across the property within The Inlets for the purpose of maintaining, installing, repairing, altering or operating sewer lines, water lines, waterworks, irrigation works, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, electronic security systems, and all machinery and apparatus appurtenant to all of the foregoing as

may be necessary or desirable for the installation and maintenance of utilities servicing The Inlets, or any part thereof, as well as any property which could be a part of The Inlets, all such easements to be of a size, width and location as Declarant, in its discretion, deems best, but selected in a location so as not unreasonably to interfere with the use or construction of any Development or Improvements which are now, or will be, located within The Inlets.

12.04. Service Easement. The non-exclusive, perpetual easement and right of ingress and egress over and across the Common Property, Lots, Parcels and Sub-Association Property for the purpose of providing services and utilities to The Inlets, its Owners and occupants. Such easement and right of ingress and egress shall exist only to the extent and at such locations as may be reasonably required or necessary to give full effect to the provision of the services contemplated thereby. Providers of all such services shall, to the extent practical, utilize public rights-of-way and easements; private easements as granted by Declarant, Sub-Developers, Neighborhood Associations or Owners; and practical means of access as exist by virtue of construction of roads, walks and paths within The Inlets. It is the intent hereof to establish the minimum practical easement necessary to assure the ability of the providers of services to The Inlets to provide same, it being intended that this easement shall not ordinarily be necessary where such services can be provided where specific public or private easements have been established. The easements hereby created shall be for the benefit of those providers of services such as delivery and pickup services; fire protection services; police, health and other governmental authorities; United States mail carriers; representatives of electrical, telephone and other utilities authorized by Declarant, and to the providers of such other services as Declarant may from time to time designate prior to the Turnover Date. After the Turnover Date, the Board may designate such other service providers.

12.05. Reservation of Easement for Stormwater Management System.

(a) There is hereby created, established and reserved a perpetual non-exclusive easement, license and servitude in all parts of The Inlets that may now or hereafter form a part of the Stormwater Management System, whether installed by Declarant, a Sub-Developer or others at the locations where same is so created, constructed or installed in conformance with the Development Plan and Government Approvals. Nothing contained herein shall be deemed to grant to or reserve in favor of the Master Association any ownership in fee of lands upon which any part of the Stormwater Management System may be located, unless such land shall be deeded to the Master Association.

(b) The easement, license and servitude established, created and reserved hereby shall be in gross until such time as the Stormwater Management System is constructed. Any Sub-Developer, Owner or Neighborhood Association owning property on which portions of the Stormwater Management System are located may apply to the Master Association and Declarant for a limitation of the easement, license and servitude reserved hereby. Upon demonstration as to Declarant and the Board that, as to any particular development segment of The Inlets, such Owner, Sub-Developer, or Association have specifically defined the location of such easements, licenses and servitudes for all parts of the Stormwater Management System located and required to be located within such segment in accordance with Governmental Approvals, then the Master Association and Declarant shall accept such easements, licenses and servitudes as in compliance with this Section, whereupon all parts of said property that do not and will not provide any part of the Stormwater Management System shall be released from the reservations in gross of this Section.

(c) It is intended that the easements, licenses and servitudes reserved herein shall be specifically delineated and designated by particular description or by specific reservation or grant of easements, licenses or servitudes, which may be reflected in such grants, reservations, in Development Documents or any combination thereof. Such specific definition of the Stormwater Management System, and the easements, licenses, rights and servitudes therefor, may be by metes and bounds descriptions of the specific component parts of the System or by more general description or location, on plats or otherwise, within which such area or areas parts of the Stormwater Management System are located, or any combination thereof.

(d) It is intended that the location of component parts of the Stormwater Management System shall evolve with greater detail as the system is designed, approved and constructed, to the end that those parts of The Inlets on which no part of such system is located may be released from the reserved easements, licenses and servitudes herein set forth. Without limiting the generality of the foregoing, a Sub-Developer or others may provide a specific metes and bounds description of a lake or culvert, or may elect instead to locate such items generally within designated areas on a subdivision plat, condominium plat or otherwise.

12.06. Authority to Grant Easements. To the extent that the creation of any easements created, reserved or contemplated herein require the execution or joinder of Owners, Neighborhood Associations, or their respective mortgagees, the Declarant, prior to the Turnover Date, and the Board thereafter, as the attorney-in-fact for such Owners and Associations may execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Lots and Parcels, irrevocably nominate, constitute and appoint the Declarant, and after the Turnover Date the Board, as

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their proper and legal attorneys-in-fact for purposes. Said appointment is coupled with an interest and is therefore irrevocable. Any instrument executed pursuant to this Section shall receive that it is made pursuant to this Section.

12.07. Right to Require Additional Easements. The MARC and Declarant may, as a condition of granting approval after Architectural Review or approval under Article 11, condition any such approval on the granting of such easements, licenses and servitudes as the MARC or Declarant, as appropriate, may deem reasonably necessary, required or desirable over any Lot, Parcel or Sub-Association Property for access, utilities, drainage, the Central System or the Stormwater Management System, provided the granting of such easement will not unreasonably interfere with the use of such Lot, Parcel or Sub-Association Property in accordance with the Development Plan. Determination that such an easement, license or servitude is reasonably necessary, required or desirable may be made by Declarant or the MARC in its sole discretion.

ARTICLE 13 USE AND CONSTRUCTION RESTRICTIONS

The following protective restrictions, limitations, conditions, requirements, guidelines and agreements are hereby imposed upon The Inlets and shall apply to Sub-Developers and other Owners of Lots and Parcels, their tenants and respective guests, families and invitees, and to each Neighborhood Association and their respective agents, employees, contractors, members and their guests.

13.01. Compliance with Development Plan. The Inlets, and all parts thereof, shall be improved, used and developed in accordance with the Development Plan.

13.02. Residential Use. Except as herein otherwise provided, no Lot or Parcel shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot or Parcel other than one used for residential purposes or purposes ancillary thereto. Nothing contained herein shall restrict the use of the Commercial Property, not restrict the Common Property or any Sub-Association property from use in accordance with the Development Plan and this Master Declaration.

13.03. Commercial Use. Subject to the right of Declarant and Sub-Developers to use The Inlets for the development, construction, administration, sale and promotion of Lots and Parcels, and to maintain commercial offices in connection therewith during development, no Lot or Parcel, other than the Commercial Property, shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any non-residential

purpose, except as provided herein. The Board may, in its discretion, authorize use of a Lot or Residential Unit within a Parcel for a home occupation, incidental to the primary residential use, provided such home occupation primarily involves administrative, artistic or professional activity. Any home occupation so approved may continue without further approval unless there is a significant change in the nature or scope of the activities involved. Sub-Association Property may be used for such purposes as may be consistent with the Development Plan and Development Documents approved by Declarant.

13.04. Signs. No sign or billboard of any kind shall be displayed to public view from any Lot, Parcel, Sub-Association Property or living unit with improvement thereto, or elsewhere in The Inlets, except as follows:

(a) Directional and informational signs associated with the Common Property, Sub-Association Property, development of The Inlets by Sub-Developers or The Inlets in general, as may be approved by the MARC.

(b) One professional sign inserted in a sign holder provided by the Master Association and rented from the Association by an Owner or an Owner's real estate agent advertising a Lot or Parcel for sale or lease. Such sign shall be removed promptly after the sale or rental of such premises.

(c) Signs used by Declarant, Sub-Developers and their respective successors or assigns or sales agents in connection with the development and sale of The Inlets or parts thereof.

(d) Small address and family nameplates as may be approved by the MARC in accordance with Article 10.

(e) Signs of not more than twenty (20) square feet, but not wider than five (5) feet nor higher than four (4) feet, identifying the builder or contractor and lender during the period of construction on a Lot or Parcel, or of such other size or dimensions as may be approved by the MARC.

(f) Such other signs, whether free standing, attached, lighted, moving, informational, directional, promotional or for other purposes as may be approved by the MARC.

13.05. Prohibition Against Further Subdivision.

(a) Once created, Lots shall not be further subdivided so as to create additional Lots except with written consent of Declarant and in accordance with the Development Plan. Parcels, or parts thereof, may be subdivided into Lots in accordance with Article 11 and the Development Plan. Nothing contained herein shall be deemed to prevent the conveyance of portions of a Lot to

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the Owner of an adjacent Lot to the end that platted Lot lines may be reconfigured, and upon such a conveyance the Parcel so created shall be deemed a "Lot" subject to the provisions hereof, as though same were originally platted as such; provided, however, that at no time shall the aggregate of all such conveyances as they may pertain to any platted Lot result in a reduction in the number of Lots subject to Assessment, as the Lots described in Exhibits A and B were originally platted.

(b) Anything herein to the contrary notwithstanding, the Declarant and each Sub-Developer, with consent of Declarant, shall have the right, by amendment of Development Documents, including but not limited to, replatting of Lots, to create modified Lots. Provided further that Declarant or any Sub-Developer may convey single family building sites with reconfigured boundaries from those shown on a plat, and the tract as so bounded and conveyed by Declarant or a Sub-Developer shall be deemed a "Lot" subject to the provisions hereof as though same were originally platted as such. Where such Lot is reconfigured by a Sub-Developer, written consent of Declarant shall be required. Nothing contained herein shall, however, authorize Declarant or any Sub-Developer to increase the number of Lots beyond that number approved in accordance with the Development Plan. Provided further, that no Parcel of Sub-Association Property may at any time be subdivided to create Lots except in accordance with the Development Plan and Governmental Approvals, to the end that there are no unplanned and unapproved densities within The Inlets generally, or within any Neighborhood.

13.07. Temporary Structures. No structure of a temporary character shall be placed upon any Lot, Parcel of Sub-Association Property at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by contractors during the construction of permanent structures or Sub-Developers, and their respective contractors and sub-contractors, during the carrying out of Development. Provided further that permitted temporary structures may not at any time be used as a residence or be permitted to remain on the Lot, Parcel or Sub-Association Property after completion of the applicable Work.

13.08. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within The Inlets and living units of their Owners, provided that they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Association Board. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet and the Owner of the Lot or Parcel on which such person resides, if such Owner is not also the person responsible for the pet. All pet owners shall be fully responsible for the actions of their pets. Exposed excrement on Lots, Parcels, Sub-Association

Property, Common Property, lawns or boulevards shall be considered a nuisance and an unreasonable annoyance hereunder. This provision shall not be deemed to prohibit more strict restrictions on pets to be contained in any Supplemental Master Declaration or any Development Documents.

13.09. Unsightly Items. Weeds, rubbish, debris or other unsightly materials or objects of any kind shall be regularly removed from the Lots, Parcels and Sub-Association Property and shall not be allowed to accumulate thereon. Prior to the construction of Improvements to a Lot, Parcel or Sub-Association Property, the Owner thereof (or Neighborhood Association, in the case of Sub-Association Property) shall cause the underbrush and weeds to be cut or mowed at least two (2) times a year, with one such cutting to be at or near the end of the growing season. If any Owner or Neighborhood Association shall fail to remove such unsightly items or objects or to clear and mow such Lot, Parcel, or Sub-Association Property then after reasonable notice to such Owner or Association, the Master Association or its agents may enter upon such Lot, Parcel or Sub-Association Property and cause five (5) days written notice shall be deemed reasonable, but other forms and times for notice may also be deemed reasonable under the circumstances. The cost thereof shall be a Special Assessment against such Owner and his Lot or Parcel. If such work is performed on Sub-Association Property, then the Neighborhood Association shall be liable to the Master Association for all costs thereof, interest as provided in Section 5.15 and reasonable attorneys fees incurred by the Master Association in collection such amounts, whether collected by suit or otherwise. The Master Association and those acting for it shall not be responsible for any damages on account of the disposition of any accumulated materials so removed so long as the Board exercises good faith. Garbage containers, lawn trimmings and trash stored for pickup shall comply with collection service rules of applicable governmental authorities and providers of such service. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects or items shall be permitted to accumulate on adjacent to an Owner's property.

13.10. Utilities. All utility services, including but not limited to, water, sewer, electric, gas, telephone and cable television, shall be located beneath ground, and no overhead or above ground wires or cables shall be permitted upon any Lot, Parcel or Sub-Association Property or elsewhere within The Inlets except as may be expressly approved by the MARC.

13.11. Drainage. First floor levels, grading and contours of each Lot, Parcel and Sub-Association Property shall be such as to provide proper drainage of the property without adversely affecting adjacent properties. Once a proper drainage pattern is established, no filling or grading shall be done that would adversely affect such drainage pattern. All slopes and swales

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providing such drainage shall be maintained. Protective slopes around all buildings shall be provided on every Lot, Parcel and Sub-Association Property by the respective owner and swales and other drainage facilities shall be planned in accordance with sound engineering practices and maintained and preserved to prevent standing water. No grass clippings, plant trimmings or other landscape or other debris shall be deposited in a swale, ditch, lake, pond or any other drainage, detention or retention facility within The Inlets, whether same be part of the Stormwater Management System or not. Any Owner or Neighborhood Association that causes or permits alteration of the contours of Land or otherwise interferes with the Stormwater Management System shall be responsible for any damage caused thereby to other parts of The Inlets.

13.12. Additional Restrictions. In addition to this Master Declaration and Amendments and Supplements hereto, Declarant and Sub-Developers may record Development Documents for parts of The Inlets. such Development Documents may vary as to different parts of The Inlets in accordance with the Development Plan and the location, topography and intended use of the land subject to Development Documents, such land shall be subject both to those documents and this Master Declaration. Nothing contained in this section shall require the Declarant or any Sub-Developer to impose uniform restrictions, or to impose restrictions of any kind on all or any part of the property that may become a part of The Inlets, except as expressly provided herein.

13.13. Yards and Lawns. That portion of each Lot and residential Parcel, including the unpaved portion of any adjoining public or private street right-of-way, that is not covered by dwellings, patios, walkways or other Improvements approved by the MARC, shall be sodded with natural grass at the time of the original construction of Improvements unless otherwise expressly provided by the MARC. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted except as may be specifically permitted by the MARC. Nothing contained herein shall prohibit the use of gravel or wood shavings for decorative landscaping purposes of an otherwise sodded yard. All landscaping, driveway and walkway design, location, materials and coloring shall be subject to MARC approval after Architectural Review. Approved Landscaping shall be completed no later than thirty (30) days after completion of the principal buildings upon the Lot or Parcel. All driveways, walks and parking areas, as approved by the MARC, shall be built at the time of original construction of other approved Improvements and completed prior to the issuance of a Certificate of Occupancy for a Lot or Parcel.

13.14. Repair and Maintenance. Each Owner, his lessee or occupant, and each Neighborhood Association shall at all times

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maintain in good condition and repair each Lot, Parcel and Sub-Association Property, and all Improvements thereto and Landscaping thereof. If any Owner or Neighborhood Association shall fail to maintain and repair, then the Master Association shall have the right, but not the obligation, to effect such maintenance or repair in accordance with Article 7.

13.15. Miscellaneous Visual Restrictions. No clothes lines or other exterior clothes drying apparatus shall be permitted within The Inlets, nor shall any clothes, sheets, blankets, towels or other articles be hung over fences or otherwise exposed, except in such manner as may be approved by regulations of the Master Association. Garage doors shall be kept in a closed position when not in use for ingress and egress. No outdoor burning shall be permitted. Mail boxes and supporting poles or structures shall be of a design approved by the MARC. Mail boxes within Neighborhoods may be clustered if approved by the MARC. All garbage and trash containers, tanks of any description, containers for liquified gas and similar tanks and containers, as well as air conditioning compressors and irrigation and other pumps may be required by the MARC to be located either beneath ground level or within an enclosed area when viewed from the street or adjacent properties. Enclosures may consist of solid walls, decorative walls made of shadow block or similar material or design, decorative fences, landscaping or any combination thereof. Such enclosures shall be subject to Architectural Review.

13.16. Antennae and Masts. No television, radio or other electronic antenna, mast, dish, disk or other similar device for sending or receiving television, radio or other similar signals shall be erected, constructed, placed or permitted to remain upon any Lot, Parcel or Sub-Association Property, or upon any building located thereon except in conformance with the conditions of any approval granted by the MARC and such uniform rules and standards as may be established by the Board and with the written consent of Declarant, which consent may be granted or withheld in the sole arbitrary discretion of Declarant. Any such antennae or other device that may be maintained in conformity with such consent and approvals and rules or inside a dwelling or other structure shall not be permitted if it sends, contributes to or creates interference on any radio or television reception or interferes with the operation of other visual or sound equipment located in any Improvements within The Inlets.

13.17. Restriction on Right to Withdraw Water. No Owner or Neighborhood Association shall have the right to withdraw or use water from any lake, pond, retention facility or drainage ditch forming a part of the Stormwater Management System without the prior written approval of the Board and Declarant. Sub-Developers may, in Development Documents, grant to Neighborhood Association the right to pump and draw water from lakes and ponds forming a part of the Stormwater Management System only with the written

consent of the Master Association and Declarant. The necessity for Declarant consent shall terminate five (5) years after the Turnover Date. Such right shall exist exclusively for irrigation purposes. Any such approval may be given unconditionally or conditioned upon such terms and limitations as the Board may deem appropriate, in its sole discretion, including but not necessarily limited to the imposition of a charge to take and use such water. Any such approval once given may be revoked or suspended by the Board if the Board, in its sole discretion, determines that such right has been abused or that circumstances have changed so that it is in the best interest of the Master Association that such authorization be withdrawn. Likewise, the Board may impose additional conditions or alter those already imposed. Nothing contained herein shall be deemed to impose any obligation upon the Board or the Declarant to permit the withdrawal and use of such water by any Owner or association, and the Board and Declarant may be arbitrary in reaching any determination hereunder. Provided, however, that those in substantially similar situations shall be treated in a uniform, fair and reasonable manner. If, however, the Board has determined that there are a limited number of Associations and Owners who may withdraw water from any given source, the Board and Declarant may limit the number who may so withdraw and use such water, and establish such priorities as may be deemed appropriate. Any right to withdraw water granted an Association in the Development Documents with required consent shall have priority over any right granted individual owners to use such water.

13.18. Jurisdictional Wetlands. Certain parts of The Inlets are or will be identified as "Jurisdictional Wetlands," being areas of environmentally sensitive lands subject to the jurisdiction or interest of governmental authorities. Jurisdictional Wetlands are and will be those parts of The Inlets identified as such from time to time pursuant to the Governmental Approvals as various development segments of The Inlets are approved for development and construction as part of the Development Plan. No owner, his lessees, guests, or occupants, and no Neighborhood Association shall do, cause or permit any dredging or filling of any such Jurisdictional Wetlands, except in conformance with the Governmental Approvals. As Jurisdictional Wetlands within The Inlets are identified, each Sub-Developer shall be obligated to designate and delineate the location thereof as part of its Development Documents. Such designation and delineation may be on recorded final subdivision plats, condominium surveys, plats and plot plans or on separate surveys attached to the deed of conveyance from such Sub-Developer. Copies of all such Development Documents designating and delineating Jurisdictional Wetlands shall be delivered to the Master Association.

13.19. Restriction on Certain Use of Vehicles. No engine driven vehicle, including but not limited to, motorcycles, motor bikes, mopeds, go carts, golf carts, truck, cars, vans, utility vehicles, recreational or novelty vehicles or other vehicles shall

be used within or upon the Common Property, any bicycle path or any Sub-Association Property except where such vehicles are used for maintenance thereof, by a provider of a utility or emergency services. Notwithstanding the foregoing prohibition, the Master Association shall be authorized to adopt rules and regulations permitting the use and operation of boats and other water borne recreational devices in certain areas of the Common Property.

13.20. Limitation of Partition. No lot, parcel or Sub-Association Property shall be subject to partition pursuant to Chapter 64, Florida Statutes, as it now exists or may hereafter be amended from time to time. Each Owner and Neighborhood Association covenants and agrees that the Lots, Parcels and Sub-Association Property within The Inlets are indivisible, within the intent and meaning of the laws of Florida regarding partition of property, and that any physical division of such property would, in all likelihood, be contrary to the Development Plan and therefore prejudicial to the owners of such property, the Declarant, the Master Association and the Owners of other property within The Inlets. Accordingly, each Owner and Neighborhood Association waives its right to physical division of Lots, Parcels and Sub-Association Property. Provided, however, that nothing contained herein shall be deemed to prohibit anyone from filing an action pursuant to Florida law seeking an order of sale of property because same is indivisible. Provided further, the restrictions of this Section may be waived with the consent of the Board, the Board of Directors of any Neighborhood Association having jurisdiction over the property sought to be partitioned, and the Declarant prior to the Turnover Date.

ARTICLE 14 GENERAL PROVISIONS

14.01. Enforcement. The Master Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Master Declaration, or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to Assessment liens the Board shall have the exclusive right to the enforcement thereof. Provided further, no enforcement proceeding may be maintained by the Owners of fewer than seven (7) Lots or the Owner of a Parcel assigned not fewer than ten (10) Index Points. The provisions hereof may likewise be enforced by any Neighborhood Association, acting on behalf of the Owners of property therein. Failure of the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

14.03. Covenants. The covenants, conditions and restrictions of the Master Declaration shall run with the land, bind all the property and inure to the benefit of and be enforceable by the Master Association, any Owner or any Neighborhood Association as provided above, their respective personal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Master Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument, signed by the Owners of two-thirds of the Lots (with Parcels deemed to have that number of Lots equal to the Index Points assigned to the Parcel) have been recorded at least one (1) year prior to the end of any such period agreeing to terminate this Master Declaration. No such termination shall impair the rights of any Owner or Lot or Parcel to the use and benefit of any easements set forth herein. Provided, however, that at any time by a 60% majority vote of the Members of the Master Association, this Declaration may be amended where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or other similar governmental agency.

14.04. Construction. The provisions of this Master Declaration shall be liberally construed to effect its purpose of creating a plan for the development of high quality residential community with commercial segments. Therefore, in addition to the maintenance, preservation and regulation of the Common Property, the approval of the development plans, Development Documents and the exercise of the Architectural Review are priority objectives of this Master Declaration and the Master Association. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. This Master Declaration shall be construed under the law of Florida and shall not be construed more strongly against any party to any action, regardless of who may have prepared it. Whenever the context of this Master Declaration, the Articles or By-Laws, require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

14.05. Amendment. Subject to the rights of Declarant, this Master Declaration may be amended only by the approval of not less than sixty-five percent (65%) of all Members.

14.06. Attorneys' Fees. In the event any action is instituted to enforce or construe the provisions contained in this

Master Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fee and the costs of such suit. In the event the Master Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a Special Assessment with respect to the Lot or Parcel involved in the action.

14.07. Declarant. Anything herein to the contrary notwithstanding, prior to the Turnover Date, Declarant reserves the right to amend this Master Declaration, the Articles and the By-Laws in any manner whatsoever; provided, however, that Declarant may not delete or convey to another party any Common Property designated, submitted or committed to common usage if such deletion or conveyance would materially and adversely change the nature, size or quality of the Common Property. Declarant further reserves the right to erect temporary structures for use in its development business, and otherwise to establish and use any part of the property covered hereby for the development, construction, marketing, promotion and sale of Lots, Parcels and improvements thereto within The Inlets. So long as Declarant owns any Lot, Parcel or other property covered hereby of record, it may establish licenses, reservations, easements and rights-of-way in favor of itself, the Master Association, suppliers of utility and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of The Inlets, and the Common Property. Declarant's rights hereunder may be assigned to any successor to all or any part of Declarant's interest in The Inlets, by express assignment incorporated in a deed or by separate instrument, and such Declarant rights shall inure to any mortgagee of Declarant who acquires title to undeveloped portions of the property by foreclosure or deed in lieu of foreclosure or to a successor Declarant acquiring title through foreclosure or from a mortgagee or other acquiring title through such foreclosure or deed in lieu thereof. Declarant further reserves the right to amend the Development Plan.

14.08. Commercial Property. Notwithstanding anything to the contrary contained in this Master Declaration, the following provisions shall apply to Commercial Property.

(a) Except as may be prescribed by any Supplemental Master Declaration submitting Commercial Property and any Development Documents applicable to such Commercial Property, any and all commercial activities permitted by law may be conducted upon the Commercial Property. This provision may not be amended without the written consent of the Owner of the affected part of the Commercial Property.

(b) Because the Commercial Property will be developed and used in a manner significantly different from the balance of The Inlets, Declarant reserves the right to excuse all or any part

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of the Commercial Property from the obligation to contribute to the Common Expense, and may utilize any procedures Declarant, in its sole discretion, deems fair and appropriate for providing for the participation by the Owner of all or any part of the Commercial Property in the affairs of the Master Association. Such discretion shall include, but not be limited to, the assignment to a Parcel within the Commercial Property of an Assessment Index of zero or substantially less than what a Parcel of such size would otherwise normally be assigned; the granting of voting rights to the Owner of a Parcel within the Commercial Property in excess of the Index Points assigned to such Parcel; and the imposition of independent obligations to contribute to or share in the cost of maintenance, repair or replacement of specific items otherwise to be maintained by the Master Association. Likewise, Declarant may exempt all or any part of the Commercial Property from the requirement of Architectural Review, or in the alternative may provide by amendment hereto that there shall be a separate commercial MARC comprised solely of owners of Parcels within the Commercial Property. Without limiting the generality of the foregoing, Declarant may determine that a Parcel within the Commercial Property does not utilize to a significant degree the Stormwater Management System or other services or facilities provided by the Master Association, yet determine that such Parcel should contribute a significant amount to a specific item of maintenance, such as Landscaping adjacent to such Parcel or paver brick in a public right-of-way used extensively by the patrons of such Commercial Property. In such event Declarant may assign such Parcel within the Commercial Property an Assessment Index of zero for purposes of sharing the Common Expense; assign such Parcel an Assessment Index of five for the purposes of voting; exempt such parcels from Architectural Review; and impose upon such Parcel and its Owner an obligation to contribute a predetermined percentage to the cost of maintenance, repair and replacement of specified Landscaping and paver brick.

(c) Unless Declarant shall otherwise provide, each part of the Commercial Property subject to separate ownership shall be considered a Parcel rather than a Lot, notwithstanding that portion of the Commercial Property may be platted as a subdivision or submitted to condominium ownership.

14.09. Sub-Association Property. Notwithstanding anything to the contrary contained in this Master Declaration, any Sub-Association Property developed in accordance with the Development Plan may be used for such recreational activities normally associated with community association facilities, specifically including, but not necessarily limited to, tennis, swimming, exercise facilities, pro-shops, restaurants, snack bars, lounges and other community facility activities. Nothing contained herein shall restrict the right of Declarant to prescribe specific limitations on the use of Sub-Association Property at the time Declarant adds or consents to the addition of such property to The

Inlets under Article 2 hereof, or at such time as Declarant approves the Development Documents therefor in accordance with Article 11 hereof. Provided, however, that once Declarant has approved the use of Sub-Association Property for such uses and activities, it may not thereafter restrict such usage except with the written consent of the Owner of such Sub-Association Property or proposed Sub-Association Property, if such property then be owned by a Sub-Developer, or Neighborhood Association.

14.10. Obligation to Accept Deed. The Master Association shall be obligated to accept deeds from the Declarant or others upon the direction of Declarant conveying any property within The Inlets. The Master Association shall also be obligated to maintain any ares with The Inlets assigned to it for maintenance by Declarant.

IN WITNESS WHEREOF, Declarant, Nordic of Floria Development, Inc. has caused these presents to be executed in their respective names by officers thereunto duly authorized this 25th day of February, 1994.

Signed, sealed and delivered
in the presence of:

NORDIC OF FLORIDA DEVELOPMENT,
INC., a Florida corporation

Print Name: Norman Wentworth

By: Richard B. Bishop
Richard B. Bishop, President

Print Name: CURTIS D. HAMLIN

For good and valuable consideration, the receipt whereof is hereby acknowledged, The Inlets at Riverdale, Inc., a Florida corporation not-for-profit, hereby joins in and agrees to and accepts all the benefits and all the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Master Declaration of Covenants, Conditions, Restrictions and Easements and all exhibits hereto.

IN WITNESS WHEREOF, The Inlets at Riverdale, Inc. has caused these presents to be executed in its name by an officer thereunto duly authorized this 25th day of February, 1994.

THE INLETS AT RIVERDALE, INC.,
a Florida corporation not-for-profit

Print Name: Norman Wentworth

By: Richard B. Bishop
Richard B. Bishop, President

Print Name: CURTIS D. HAMLIN

FILED
FEB 25 1994
FBI - TAMPA

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 25th day of February, 1994, by Richard B. Bishop as President of Nordic of Florida Development, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.


Notary Public, State of Florida
Curtis D. Hamlin
(Type or Print Notary Name Here)
CCO 91908

My Commission Expires:

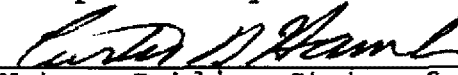
STATE OF FLORIDA
COUNTY OF MANATEE



OFFICIAL SEAL

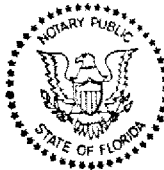
CURTIS D. HAMLIN
MY COMMISSION EXPIRES
APRIL 29, 1995

The foregoing instrument was acknowledged before me this 25th day of February, 1994, by Richard B. Bishop as President of The Inlets at Riverdale, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me.


Notary Public, State of Florida
Curtis D. Hamlin
(Type or Print Notary Name Here)
CCO 91908

My Commission Expires:

STATE OF FLORIDA
COUNTY OF MANATEE



OFFICIAL SEAL

CURTIS D. HAMLIN
MY COMMISSION EXPIRES
APRIL 29, 1995

FILED
FEB 25 1994
MANATEE COUNTY
FLORIDA

JOINDER OF MORTGAGEE
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE INLETS AT RIVERDALE

The undersigned, BETTY ALTMAN, Individually and BETTY ALTMAN, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID ALTMAN, Deceased, and BETTY ALTMAN AND IDA ALTMAN, AS CO-TRUSTEES OF THE BETTY TRUSTS, under Agreement dated December 15, 1976, and COMMODORE GREENBRIAR PARTNERSHIP f/k/a Commodore Greenbriar Apartments Partnership, the owner and holder of that certain Mortgage dated January 14, 1994, and recorded in Official Records Book 1425, Page 3989, of the Public Records of Manatee County, Florida, encumbering or partially encumbering the land described in the foregoing MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE INLETS AT RIVERDALE (hereafter the "Declaration") hereby consents to and joins in the foregoing Declaration and hereby agrees that the lien of its mortgage shall be subordinate to said Declaration and all of the covenants, conditions, restrictions, easements, terms, and other provisions contained therein, to the extent the property subject to the Declaration is encumbered by the herein described Mortgage.

Nothing herein contained shall be construed to release, exonerate or discharge the property encumbered by the above described Mortgage from the lien, operation, force and effect of said Mortgage, nor from any right, remedy or privilege of the owners of said Mortgage as contained either therein or in the foregoing Declaration, except to the extent set forth above.

IN WITNESS WHEREOF, the undersigned have caused the instrument to be executed in the manner and form required by law this 22 day of FEBRUARY, 1994.

WITNESSES:

"MORTGAGEE"

#1 sign: Sherrie Thomas
#1 print: SHERRIE THOMAS

#2 sign: Doris Mae Arvin
#2 print: DORIS MAE ARVIN

*Individually
and as
+ Co-Trustee*
Betty Altman, Pers. Rep.
BETTY ALTMAN, Individually and BETTY ALTMAN, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID ALTMAN, Deceased, and BETTY ALTMAN, and AS CO-TRUSTEE OF THE BETTY TRUSTS, under Agreement dated December 15, 1976

(phase I)

REV 1/88 PG 304 /
DN 1420 PD 3014

WITNESSES:

#1 sign: SHERRIE THOMAS
#1 print: Sherrie Thomas

COMMODORE GREENBRIAR PARTNERSHIP
f/k/a Commodore Greenbriar Apartments
Partnership

#2 sign: Doris Mae Arvin
#2 print: DORIS MAE ARVIN

By: Betty Altman, Gen. Partner.
BETTY ALTMAN, Managing General Partner

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 1994, by BETTY ALTMAN, individually and as Personal Representative of the Estate of David Altman, deceased, and as Co-Trustee of The Betty Trusts under Agreement dated December 15, 1976, and as Managing General Partner of Commodore Greenbriar Partnership f/k/a Commodore Greenbriar Apartments Partnership, (notary choose one) ☒ who is personally known to me, or [] who has produced _____ as identification.

Doris Mae Arvin
Signature of Notary Public

DORIS MAE ARVIN

Print name of Notary Public, affix Seal, and state
Notary's commission number and expiration date

Notary Public
State of Florida at Large
My Commission Expires:
September 27, 1994

(phase I)

FILED
IN 1400
ON 1994 FEB 24

WITNESSES:

"MORTGAGEE"

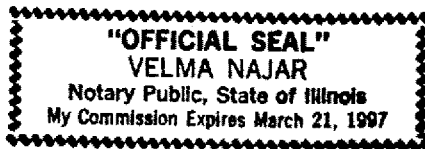
> #1 sign: Albert M. Chait
> #1 print: ALBERT M. CHAIT

* #2 sign: Leona Doucette
> #2 print: Leona Doucette

* Ida Altman
IDA ALTMAN, AS CO-TRUSTEE OF THE
BETTY TRUSTS, under Agreement dated
December 15, 1976

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24th day of
^ Feb., 1994, by IDA ALTMAN, as Co-Trustee of The Betty Trusts under
Agreement dated December 15, 1976, (notary choose one) [] who is personally known to
me, or [K] who has produced Drivers License: /A435-4001-8717 as identification.



Velma Najjar
Signature of Notary Public

* Velma Najjar - 278893
Print name of Notary Public, affix Seal, and state
, Notary's commission number and expiration date

FILED
JUL 14 1994
FBI - CHICAGO

(phase I)

JOINDER OF MORTGAGEE
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE INLETS AT RIVERDALE

The undersigned, BETTY ALTMAN, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID ALTMAN, Deceased, and COMMODORE GREENBRIAR PARTNERSHIP f/k/a Commodore Greenbriar Apartments Partnership, the owner and holder of that certain Mortgage dated January 14, 1994, and recorded in Official Records Book 1425, Page 4018, of the Public Records of Manatee County, Florida, encumbering or partially encumbering the land described in the foregoing MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE INLETS AT RIVERDALE (hereafter the "Declaration") hereby consents to and joins in the foregoing Declaration and hereby agrees that the lien of its mortgage shall be subordinate to said Declaration and all of the covenants, conditions, restrictions, easements, terms, and other provisions contained therein, to the extent the property subject to the Declaration is encumbered by the herein described Mortgage.

Nothing herein contained shall be construed to release, exonerate or discharge the property encumbered by the above described Mortgage from the lien, operation, force and effect of said Mortgage, nor from any right, remedy or privilege of the owners of said Mortgage as contained either therein or in the foregoing Declaration, except to the extent set forth above.

IN WITNESS WHEREOF, the undersigned have caused the instrument to be executed in the manner and form required by law this 22 day of FEBRUARY, 1994.

WITNESSES:

"MORTGAGEE"

#1 sign: Sherrie Thomas

#1 print: SHERRIE THOMAS

#2 sign: Doris Mae Arvin

#2 print: DORIS MAE ARVIN

Betty Altman, Pers. Rep.
BETTY ALTMAN, AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
DAVID ALTMAN, Deceased

WITNESSES:

#1 sign: Sherrie Thomas
#1 print: SHERRIE THOMAS

COMMODORE GREENBRIAR PARTNERSHIP
f/k/a Commodore Greenbriar Apartments
Partnership

#2 sign: Doris Mae Arvin
#2 print: DORIS MAE ARVIN

By: Betty Altman, Gen. Partner
BETTY ALTMAN, Managing General Partner

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 1994, by BETTY ALTMAN, as Personal Representative of the Estate of David Altman, deceased, and as Managing General Partner of Commodore Greenbriar Partnership f/k/a Commodore Greenbriar Apartments Partnership, (notary choose one) [☒] who is personally known to me, or [] who has produced _____ as identification.

Doris Mae Arvin
Signature of Notary Public

DORIS MAE ARVIN
Print name of Notary Public, affix Seal, and state
Notary's commission number and expiration date

Notary Public
State of Florida at Large
My Commission Expires:
September 27, 1994

(west lots)

JOINDER OF MORTGAGEE
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE INLETS AT RIVERDALE

The undersigned, BETTY ALTMAN, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID ALTMAN, Deceased, the owner and holder of that certain Mortgage dated September 27, 1993, and recorded in Official Records Book 1416, Page 6740, of the Public Records of Manatee County, Florida, encumbering or partially encumbering the land described in the foregoing MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE INLETS AT RIVERDALE (hereafter the "Declaration") hereby consents to and joins in the foregoing Declaration and hereby agrees that the lien of its mortgage shall be subordinate to said Declaration and all of the covenants, conditions, restrictions, easements, terms, and other provisions contained therein, to the extent the property subject to the Declaration is encumbered by the herein described Mortgage.

Nothing herein contained shall be construed to release, exonerate or discharge the property encumbered by the above described Mortgage from the lien, operation, force and effect of said Mortgage, nor from any right, remedy or privilege of the owners of said Mortgage as contained either therein or in the foregoing Declaration, except to the extent set forth above.

IN WITNESS WHEREOF, the undersigned have caused the instrument to be executed in the manner and form required by law this 22 day of FEBRUARY, 1994.

WITNESSES:

"MORTGAGEE"

x #1 sign: Sherrie Thomas
x #1 print: SHERRIE THOMAS

x #2 sign: Doris Mae Arvin
x #2 print: DORIS MAE ARVIN

Betty Altman, Pers. Rep.
BETTY ALTMAN, AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
DAVID ALTMAN, Deceased

(acreage)

FILED IN 1416 PG 6740

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 1994, by BETTY ALTMAN, as Personal Representative of the Estate of David Altman, deceased, (notary choose one) ☒ who is personally known to me, or [] who has produced _____ as identification.

Doris Mae Arvin

Signature of Notary Public

DORIS MAE ARVIN

Print name of Notary Public, affix Seal, and state

Notary's commission number and expiration date

Notary Public
State of Florida at Large
My Commission Expires:
September 27, 1994

(acreage)

FILED
1994 FEB 22
PM 4:20
CLERK OF COURT
SARASOTA COUNTY
FLORIDA

EXHIBIT "A"
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
THE INLETS AT RIVERDALE

Certain lots located within RIVERDALE REVISED, A SUBDIVISION, as per plat recorded in Plat Book 10, Page 40, of the Public Records of Manatee County, Florida described as follows:

Lots 81-92, 96-110, 112-144, 146-180, 183-218

and

Lots 733-750, 754-787, 796-824, 844-847, 267-272, 285, 286, 258-266

EX-1420 EC 7094
DN 1420 TO 2021

EXHIBIT "B"
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR
THE INLETS AT RIVERDALE

Certain lots located within RIVERDALE REVISED, A SUBDIVISION, as per plat recorded in Plat Book 10, Page 40, of the Public Records of Manatee County, Florida described as follows:

Lots 273-284, 655-676, 696-732, 302, 303, 323, 324, 350, 351, 382, 383, 420, 421, 687, 688, 474-484, 547-550, 591, 287-301, 304-322, 325-349, 352-388, 414-419, 389-413, 422-473, 677-686, 689-695, 485-546, 551-590, 592-622, 625-654

and

Commence at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 28, Township 34 South, Range 18 East, Manatee County, Florida; thence N. 89°05'31" W., along the South line of said Northeast 1/4, a distance of 165.90 feet to the intersection with the West Right-of-Way line of Bow Drive East, a non constructed 60 foot public Right-of-Way as per plat of Tract 2, RIVERDALE REVISED SUBDIVISION, recorded in Plat Book 10, Pages 40 through 50, Public Records of Manatee County, Florida, for a Point of Beginning; thence N. 01°34'39" E., along said West Right-of-Way line of Bow Drive East, a distance of 287.02 feet to the Southeast corner of Lot 810 of said Tract 2, RIVERDALE REVISED SUBDIVISION; thence along the South lines of Lots 810 through 834 of said Tract 2, RIVERDALE REVISED SUBDIVISION the following four (4) courses: N. 88°23'30" W., 1499.50 feet; N. 32°55'44" W., 141.44 feet; S. 69°43'03" W., 190.37 feet and N. 89°59'24" W., 227.21 feet; to the Southwest corner of said Lot 834 and the intersection with the East Right-of-Way of Riverdale Blvd., a 60 foot wide public Right-of-Way as per plat of said Tract 2, RIVERDALE REVISED SUBDIVISION; thence S. 00°14'08" W., along said East line, a distance of 272.77 feet to the intersection with the North Right-of-Way of State Road Number 64 (Section 15050-(2521)-2517) per Florida Department of Transportation Right-of-Way Map dated 2/4/1982 and last revised 2/27/1986; thence S. 88°29'39" E., along said North Right-of-Way line a distance of 276.70 feet; thence S. 89°06'52" E., a distance of 693.02 feet to the point of curvature of a curve concave to the Southwest having a radius of 2939.79 feet; thence Southeasterly along the arc of said curve through a central angle of 12°59'57", a distance of 666.97 feet to the intersection with said South line of the Northeast 1/4 of Section 28; thence S. 89°05'28" E., along said South Right-of-Way line, a distance of 345.56 feet to the Point of Beginning. Being and lying in Section 28, Township 34 South, Range 18 East, Manatee County, Florida.

FILED AND RECORDED 02/28/1994 11:43AM
R. B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL
RECORD VERIFIED