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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEATE COURT
FORMERLY KNOWN AS THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SPOONBILL COURT AT PERICO BAY CLUB**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEATE COURT, FORMERLY KNOWN AS THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SPOONBILL COURT AT PERICO BAY CLUB, to be known hereafter as the (the "Declaration"), is an amendment and restatement of the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club, and is made this 20~~th~~ day of MARCH, 2008, by ROSEATE COURT ASSOCIATION, INC., a Florida corporation.

WITNESSETH:

WHEREAS, Roseate Court Association, Incorporated, was incorporated, as a Florida not-for-profit corporation on March 15, 1990, for the purposes set forth in Article 2 of said articles of incorporation; and

WHEREAS, Edgewater Cove Associates, a Florida general partnership, hereinafter called the Developer, has heretofore completed the physical development of the real properties comprising the Roseate Court community as evidenced by the Developers turning over the management and control of the subdivision to Roseate Court Association, Inc. (the "Association"), at a meeting held for such purpose on the 21st day of April, 1993, pursuant to Article IX, Section 4 of the original Declarations; and

WHEREAS, the original declaration for this community was recorded as the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club (the "Original Declaration"), recorded in Official Record Book 1316, Pages 1971 et seq., and the property subject to this Declaration are lands that are one and the same as such property subjected to the Original Declaration, as amended by this document, and as represented on subdivision plats for Spoonbill at Perico Bay Club recorded in Plat Book 25, Page 159; Plat Book 26, Page 7; and Plat Book 26, Page 137, all in the Public Records of Manatee County, Florida further described in Exhibit A.

WHEREAS, the Association desires to amend and restate the Original Declaration so as to refer to the property by its more commonly known name, and to delete therefrom all references to the Developer and revise certain other provisions thereof, and

WHEREAS, the Association desires to continue certain established protective covenants and restrictions concerning the further development, improvements, and usage of the property in the subdivision for the benefit and protection of all lot owners thereof;

NOW, THEREFORE, the Association declares that the real property comprising the Roseate Court community, originally platted as the Spoonbill Court at Perico Bay Club community as described above, more particularly described in Exhibit A attached hereto shall be subject to the covenants, restrictions, reservations, conditions, easements, and charges hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Amended and Restated Declaration of Covenants and Restrictions (hereinafter called "Declaration") shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association, attached hereto as Exhibit B.

(b) "Association" shall mean and refer to ROSEATE COURT ASSOCIATION, INC., whose purpose is to administer the subdivision in accordance with the provisions of this Declaration and the governing documents of the Association.

(c) "Board" means the Board of Directors of the Association.

(d) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit C.

(e) "Common Properties" shall mean and refer to those areas of land shown on Exhibit "A" of the original Declaration that have not been designated as a Lot, as defined herein. The "Common Properties" subject to this Declaration, are intended to be used and devoted to the common use and enjoyment of the lot owners in the subdivision.

(f) "Land Use Documents" shall mean this Declaration, the Articles, Bylaws, and any Rules and Regulations.

(g) "Unit" shall mean and refer to that portion of a building situated in the subdivision designed and intended for use and occupancy as a residence by a single family.

(h) "Lot" shall mean and refer to that portion of land in the recorded plat of the subdivision or which has otherwise been designated to contain a Unit, with the exception of the Common Properties.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section I hereof.

(j) "Open Space" shall mean and refer to those areas of the subdivision which constitute open area, clear from the ground upward and devoid of residential buildings, accessories, structures and impervious areas (except those buildings used exclusively for recreational purposes).

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot in the subdivision.

(l) "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under this Declaration or any other "Land Use Document."

(m) "Single Family" shall mean and refer to either a single person occupying a Unit and maintaining a household or two or more persons related by blood, marriage, or adoption occupying a Unit together and maintaining a common household, or not more than four unrelated persons occupying a Unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(n) "The subdivision" shall mean and refer to all such existing subdivisions, and additions thereto, as are subject to this Declaration. Initially, that property described on Exhibit "A" shall constitute "the subdivision."

(o) "Unimproved Lot" shall mean and refer to a Lot owned by the Developer for which a certificate of occupancy or completion for a Unit has not been issued by governmental authority or which has not been conveyed by the Developer to a Class "A" member.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit in the subdivision is automatically a member of the Association. A membership terminates as a member's vested interest in the fee title termination.

Section 2. Voting Rights. The Association shall have one class of voting membership. Class "A" - Class "A" members shall be all those owners as defined in Section 1. Class "A" members shall be entitled to one (1) vote for each Lot or Unit in which they hold the interest required for membership by Section 1. There shall be one (1) vote per Lot, which vote shall not be subdivided. When more than one person holds such interest or interests in any Lot or Unit, all such persons shall be members, and the vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one vote establish procedures for voting when the title to a Lot or Unit is held in the name of a corporation or more than one person or entity.

Section 3. Additional Membership Categories. The Bylaws may provide for additional membership categories, which categories shall not have any voting privileges. The term "Member" or "Membership" as used in the Land Use Documents shall not apply to any such additional membership categories. The Bylaws shall provide for the rights and obligations of any additional membership categories.

Section 4. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit B.

Section 5. By-Laws. A copy of the Bylaws of the Association is attached hereto as Exhibit C.

Section 6. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Subdivision, the Association shall not be liable to lot owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

Section 7. Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Lot.

Section 8. Approval or Disapproval of Matters. Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

Section 9. Action Without A Meeting (Members). Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special

meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Section 10. Availability. The Association shall be required to make available to unit owners, lenders and the holders and insurers of the first mortgage on any Lot, current copies of the Declaration, Bylaws and other rules governing the Subdivision, and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the Subdivision, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances. Any expense for said request shall be borne by the requestor.

Section 11. Master Homeowners' Association. There is a Master Homeowners' Association which maintains, preserves, manages and controls the common property located within the planned community called "Perico Bay Club." Each Unit Owner and Lot Owner in Roseate Court Association shall be a member of Perico Bay Club Association, Inc., and shall be subject to the Master Declaration of Covenants, Conditions and Restrictions for Perico Bay Club recorded in Official Records Book 1181, Page 498, and as amended in Official Records Book 2193, Page 1708, of the Public Records of Manatee County, Florida.

ARTICLE III PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Every member, his agents, licensees and invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of the Common Properties, and each easement shall be appurtenant to and shall pass with title to every Lot or Unit. Such easements of enjoyment shall include, but not be limited to, the Members' right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to a Lot or Unit.

Section 2. Maintenance Responsibilities. The Association shall be responsible for the expense of the maintenance of The Common Properties and shall be entitled to control the usable thereof. Every Lot Owner shall have the non-exclusive right to use and enjoy the Common Properties and the improvements constructed thereon subject to the provisions of this Declaration.

Section 3. Vacating of Plat. No portion of the initial Plat located within that property described on Exhibit "A" to the original Declaration containing Open Space may be vacated in whole or in part unless the entire plat is vacated, without the Association's consent. In the event additional plats are added to the subdivision, no portion of any additional plat containing Open Space may be vacated in whole or in part unless the entire such plat is vacated, without the Association's consent.

Section 4. Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, to retain money

for the purpose of improving the Common Properties; and

(b) The right of the Association to charge reasonable fees for the maintenance and use of the Common Properties; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a special or regular meeting of Members called for such purpose, of which fifteen days' written notice was sent to each Member, that the vote of two-thirds of the voters present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; except notwithstanding the foregoing the Association Board may dedicate the sewer and utility lines to any such public agency if such agency will provide sewer and utility service to the Subdivision; and

(d) The right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary; and

(e) The right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration; and

(f) The Association may expand and add recreational or other facilities to or on the Common Properties; and

(g) Notwithstanding any provision herein to the contrary, access by a Member to a Lot shall never be prohibited by the Association except in the event of a disaster.

Section 5. Utility and Irrigation Easements. There is reserved unto the Association the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Properties and the subdivision in addition to those easements already reserved.

Section 6. Easement for Governmental, Health and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

ARTICLE IV **EASEMENTS**

Section 1. Reserved by the Association. Association hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for ingress and egress and for the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the subdivision property. Association may assign and convey any of the foregoing easements to such persons or

entities as Association may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Association. In addition, all easements contained in the Original Declaration are incorporated herein by this reference.

Section 2. Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility services to the subdivision as of the time of recording of this Declaration, or hereafter authorized by the Association to furnish such services, a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the subdivision property as may be reasonably necessary.

Section 3. Granted to and by the Association. There is hereby granted to the Association a perpetual nonexclusive easement across each Lot and through each Unit for the purpose of maintaining the Association property and any improvements on the Common Properties. The Association is also hereby granted a perpetual nonexclusive easement of support in any portion of a Unit which contributes to the support of that or any other Unit. The Association shall have the right to grant easements under, over, across, and through the subdivision property to such persons or entities and for such purposes as the Association Board of Directors may deem appropriate by recording in the Public Records of Manatee County, Florida, an instrument duly executed by the president or vice president of the Association.

Section 4. Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the subdivision; and for the vehicular traffic over, through and across such portions as may be from time to time paved and intended for such purposes.

Section 5. Perpetual Non-Exclusive Easement in Common Properties. The Common Properties shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Owners in the Subdivision for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

Section 6. Air Space. An exclusive easement for the use of the air space occupied by a Dwelling Unit as it exists at any particular time and as such Unit may lawfully be altered.

Section 7. Encroachments. Each owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of any buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

Section 8. Additional Easements. The Association, on its behalf and on behalf of all Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose) shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Subdivision, and to grant access easements or relocate any existing access easements in any portion of the Subdivision, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Lots for their intended purposes. The Association, on behalf of itself and all Owners (as such Owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is

assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Owners (as such Owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

Section 9. Reserved Right for Easement. The Association, on its behalf and on behalf of all Owners (each of whom hereby appoints the Association irrevocably as their attorney-in fact for this purpose), each shall have the right to grant such additional electric, drainage, gas, cable TV or other utility or service easements, or relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Subdivision, and to grant access easements in any portion of the Subdivision, Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Lots for dwelling purposes.

Section 10. Roadways and Utilities. The Association herewith ratifies, confirms and declares that those roadways and utility easement areas and other easements set forth in the subdivision plats attached as Exhibit "A" are non-exclusive easements dedicated to and for the benefit of the subdivision, the Association, and the Owners.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Assessments. Each owner of any Lot or Unit, by acceptance of a deed, shall be deemed to covenant and agree to pay to the Association: (1) assessments or charges for maintenance levied by the Association; (2) special assessments for capital improvements and other expenditures that the Association deems appropriate (including fire, casualty and flood insurance for non-common portions of the subdivision) such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interests thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and in particular for the improvement and maintenance of the subdivision and related to the use and enjoyment of the Common Properties and of the Lots and Units, including but not limited to, the payment of taxes and insurance on the Common Properties, and for operation, maintenance and costs associated with the Common Properties and the subdivision. The Board, in accordance with the requirements for a change of a regular Assessment, as provided in this Article V, may change the budget and level of regular Assessments at a duly constituted meeting of the Board. For each twelve-month period thereafter commencing on the first day of January (hereinafter called the "Assessment Year"), the regular Assessments may be adjusted by vote of the Board as set forth in Section 5 of this Article.

Section 3. Special Assessments. In addition to the regular Assessment authorized in this Article there are hereby created several classes of Special Assessments all of which are subject to the following rules for levying:

(a) The Board must determine the purpose of the Special Assessment by determining the need therefore, the estimated cost thereof, the cost to each Unit and the period of time over which is required to liquidate the indebtedness.

(b) The Board must approve the initiation of the Special Assessment procedure by a favorable vote of the majority thereof.

(c) Following the Board's favorable vote it must notify the membership of its intention to request a special assessment and its purpose and establish in said notice a special meeting of the membership and the date and time thereof whereat a favorable vote of the majority of those voting in person or by proxy is necessary to authorize the imposition of a Special Assessment.

(d) The procedures provided for herein must be initiated and completed between the first day of October and the last day of May of the following year.

(e) Special Assessments or single expenditures in excess of \$30,000 per fiscal year are subject to the procedures established herein. In the event of an emergency arising out of a natural disaster, the Board is authorized to spend the necessary money to cover insurance assessments, co-payment penalties and deductibles (one-time payout). Notwithstanding the foregoing, approval of the membership shall not be required as described above in emergencies or in instances where the Association has an overriding statutory or fiduciary duty to protect, maintain, repair, or replace a particular existing portion of the property in accordance with its duties pursuant to the Association's governing documents and/or Florida law.

(f) Types of Special Assessments:

(1) the Board may initiate the procedures provided for herein a Special Assessment, applicable to assessment year only, for the purposes of, but not limited to, defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an existing improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association (including fire and casualty insurance on non-common portions of the Subdivision). The due date of any Special Assessment under this article shall be fixed in a resolution authorizing such assessment.

(2) the Board may initiate the procedures provided for herein for a Special Assessment for Capital Improvements whereby funds in excess of \$20,000 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association, and which have not previously been collected, or are otherwise available to the Association, shall be levied by the Association as a Special Assessment pursuant to the procedures herein above set forth.

Section 4. Change in Basis and Maximum of Regular Assessment. Subject to the limitations of Section 2, 3 and 4 hereof, and for the periods therein specified, the Board may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least fifteen days in advance of the effective date of the adopted change.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the subdivision and assessments applicable thereto which shall be kept in the office of the Management Company and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall thereupon be sent to every Owner subject thereto at least fifteen days prior to the commencement of the Assessment Year.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees; Resale Certificate. If the assessments are not paid on the date when due (as determined by the Board of Directors), then such assessment shall become delinquent and shall, together with interest thereon and costs of collection, and any administrative late fees, costs, or attorney's fees, as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation provided, however, that no voluntary sale of any Unit shall be effective, nor shall any marketable title be conveyed, unless and until the seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the seller has paid all assessments to date. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed to have assumed such past due assessments and shall become liable therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors not to exceed the maximum legal rate of interest. The Association may bring an action at law against any Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the property. There shall be added to the amount of such assessment all costs of collection, including, but not limited to, late fees, interest, the cost of preparing and filing the complaint in such action, the cost of any and all attorneys' fees incident to the collection whether or not suit is brought, including the attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action.

The Association shall maintain separate lists of delinquent and unpaid regular and special assessments said lists to include but not limited to the name(s), address(es), amounts and period of delinquencies and such lists shall be made available to any member of the Association upon request and the payment of the costs attendant upon making such list(s) available.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage now or hereafter placed upon the subdivision subject to assessment; provided, however, that if a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such property which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a claim of lien for assessments that is recorded prior to the recording of such mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming

due, or from the lien of any such subsequent assessment; provided, however, that any such assessment shall be subordinate to the lien of a first mortgage placed upon the subdivision prior to the time of the recording of such subsequent assessment lien.

Section 8. Exempt Property. All properties to the extent any easements or other interest therein is dedicated and accepted by the local public authority and devoted to the public use shall be exempted from the assessments, charges, and liens created herein.

Section 9. Charges for Water and Sewer. This subdivision will include a master meter for water and sewer to the Common Properties and water and sewer use by the individual Units. The Association shall act as agent for the purpose of collection of these costs in whatever manner the Board of Directors may direct.

ARTICLE VI INSURANCE, DESTRUCTION, AND RECONSTRUCTION

Section 1. General. Except as otherwise provided herein, the Association, as agent for and on behalf of the Lot Owners and their respective mortgagees, shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire subdivision, including the Units and the Common Properties, for the full replacement or insurable value thereof. The Association shall maintain flood insurance in at least the amount required by institutional first mortgagees. The premium for all insurance shall be paid by the Association and shall be included in the annual budget and be a part of the monthly maintenance fee. The Association shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests.

Each Owner shall be responsible for insuring; (1) his own personal property within his Unit and any improvements made by him within his Unit; (2) all paint, finishing, covering, wallpaper, and decoration of the interior surfaces of all walls, floors, ceilings, and doors bounding, or contained within, the interior of his Unit; and (3) all alterations or additions made by the Owner, or by any of his predecessors in title other than Developer, to his Unit or Lot. Each Owner shall also be responsible for insuring any improvements installed within an entrance way, or front or rear garden courtyard that such Owner is obligated to maintain pursuant to Article VIII. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the Owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Association Board of Directors.

Section 2. Destruction and Repair. In the event of a destruction or casualty loss to any of the improvements in the subdivision or other property serving the Owners, all insurance proceeds payable under the Association's policies shall be collected by the Association as agent or by a banking corporation having trust powers selected by the Association Board. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board. The insurance carrier shall not be responsible to insure that the proceeds are paid over to the bank trustee or are properly applied as provided herein. The bank trustee shall disburse the proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the Association's funds. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the bank trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part

of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any Owner, but if it is determined by the Board that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of Owner, such Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such Owner within 30 days after delivery of written notice of the assessment. If the Association so elects, they need not be placed in trust but shall be held by the Association and applied directly by the Board for the above purposes. In the event of a total or substantial destruction of all of the improvements in the subdivision, the improvements shall be restored as above provided unless the Owners of two-thirds of the Lots vote to terminate the provision of this Declaration. In the event the provisions of this Declaration are to be terminated, then all Owners shall immediately convey all their right, title, and interest in and to their respective Lots to the bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Manatee County will have the immediate effect of releasing all liens upon the respective Lots and shall cause their instantaneous transfer to that Lot Owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the provisions of this Declaration, the proportional share of each Lot Owner in the funds to be distributed by the trustee as herein provided shall be established in accordance with the respective values of the lots and Units thereon, prior to the destruction as such values are determined by three experienced real estate appraisers selected by the Board of Directors.

Section 3. Proceeds. The trustee shall collect all insurance proceeds payable as a result of such destruction, and the Association shall convey to the trustee all its right, title, and interest in and to the Association Property and all other assets of the Association which may remain after the Association pays its liabilities. The trustee then shall effect a public or private sale of the subdivision property, by whatever means the Association Board shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each Lot's share of the funds collected by the trustee at such times, and in such aggregate amounts, as the trustee and the Association Board deem appropriate. In determining the amount of any partial distribution, the trustee and the Association Board shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the subdivision property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each Lot's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a Lot's share of the funds held by the trustee shall be made jointly to the record title owner of the Lot and the record owners of any mortgages or other liens encumbering the Lot at the time of the recording of the conveyance to the trustee by the Lot owner. All mortgages and other liens upon the lien holders who had priority against the title to the Lot shall have priority of payment of the Lot's share of such funds. Nothing herein provided shall in any way relieve the Lot owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Lot at the time of his conveyance to the trustee.

Mortgagees and other lien holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfections of their liens. The provisions of this Article may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

Section 4. Liability Insurance. The Association shall obtain and maintain public liability insurance covering the Common Properties. The premiums for such insurance coverage shall be

included in the annual budget and in the monthly maintenance fee. The Board shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Owners shall have no personal liability upon any such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular Unit or Lot, as he may deem appropriate.

Section 5. Other Insurance. The Association shall have the authority to obtain additional insurance coverage, including but not limited to directors and officers insurance, workmen's compensation insurance, or any other insurance coverage deemed appropriate by the Board.

ARTICLE VII **MAINTENANCE RESPONSIBILITIES**

Section 1. Preamble. The responsibility for the maintenance of the subdivision is divided between the Association and the Owners. Interior maintenance of Units is the responsibility of an Owner. Maintenance of the exterior of Units, unless otherwise provided in this Declaration or any subsequent Declaration of Covenants and Restrictions affecting the subdivision, is the responsibility of the Owners. The maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration.

Section 2. Exterior Maintenance Responsibility of Owner. Unless otherwise provided in this Declaration, the Association shall have no exterior maintenance responsibilities, periodic or otherwise, for Units. In the event any Owner has failed to maintain the exterior of a Unit in accordance with general standards of the subdivision, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each Unit it deems necessary in its sole discretion, including but not limited to the following: painting; repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. The cost thereof shall be assessed against the Unit and shall be charged to the Owner as more particularly described in Section 3 hereof.

The Association shall be responsible for portions of maintenance of the Lots in the community, limited to mowing of sodded areas of the Lot, pruning of trees and shrubs, including existing original palm trees and other similar items as deemed appropriate by the Board, and fertilizing the lawns, trees and shrubs. The Owners, however, shall be responsible to replace front, rear and side yard landscaped or planted areas including within front courtyards and the rear deck to a Unit at owners expense. All grass areas and shrubbery that are part of the Common Areas are the responsibility of the Association and this cost shall be a common expense.

Section 3. Assessment of Costs. Any cost incurred by the Association for exterior maintenance as provided above, except the cost of all grass area maintenance, shall be assessed against the Unit upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the regular Assessment or charge to which such Unit is subject under Article V hereof, or become a Special Assessment for such expenses; and, as a part of such regular Assessment or charge or as a Special Assessment, it shall be a lien against the Unit and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. The Special Assessment provided for herein shall be imposed at the sole discretion of the Board of Directors and not subject to a vote of the membership of the Association.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice of no less than 24 hours to the Owner, to enter upon the exterior of any Unit at reasonable hours on any day except Sunday, except in emergencies.

Section 5. Security. The Association may provide security for the subdivision using guard houses, gates, fences and other methods to ensure the security and safety of the Members of the Association.

Section 6. Management Services. The Association may contract for the management of all or part of the subdivision for the purpose of carrying out all or a portion of the maintenance services provided for in this Declaration.

Section 7. Utility and Garbage Services. The Association may contract with public or private utility and trash collection companies for the purposes of supplying utility and trash collection services to the subdivision and may assess the costs and expenses charged by such utility companies as part of the Regular Assessments or as a Special Assessment, provided however that any Special Assessments imposed under this Section shall be at the sole discretion of the Board of Directors and not subject to a vote of the membership of the Association. The Association shall act as agent for the billing and collecting of the charges provided for herein.

Section 8. Maintenance of Masonry Walls. Any wood, masonry or other type of fencing or walls surrounding portions of the Subdivision which are in the Common Areas shall be maintained by the Association and a perpetual easement of ingress and egress over the Units abutting said masonry walls is hereby granted to the Association for purposes of construction and maintenance activities related to any such walls.

Section 9. Services. The Association may contract for any or all services necessary in Board's opinion, to preserve the value, beauty and the welfare of the subdivision.

Section 10. Recreational Facilities. The Association shall maintain and administer the recreational facilities located upon the Common Properties for the benefit of the Members of the Association. The Board of the Association may establish rules and regulations governing the activity and use of such facilities.

Section 11. Irrigation and Roads. The Association shall maintain in good repair, at all times, the roadways and all irrigation constructed and irrigation improvements located within the subdivision.

Section 12. Lake Maintenance. The Association shall be responsible for the mowing and lawn maintenance from the edge of the water to the top of the slope.

Section 13. Unit Maintenance.

(a) When an owner(s) experiences damage to his/her/their unit requiring maintenance or repair to the entire building, and such maintenance or repair is not covered by the Association's insurance policy on the structure, but the other owner or owners in the same building refuse to participate in the repair work, thereby exposing the other unit owners to further risk of damage and decrease in their property value (i.e., one unit in a building experience roof leaks that damage their interior but to correct the problem the entire roof must be replaced), the following procedure will

apply. The following FIRST STEPS procedure to permit homeowners to agree on necessary repairs to the exteriors and roofs of their units, or other portions of the structure if the context so permits shall be followed.

When the exterior or roof or other portion of a building requires maintenance or repair, any Unit owner in the building may attempt to remedy the problem by taking the following steps:

STEP 1: Identify the problem and share it in writing, at the earliest opportunity, with the other owner in the building.

STEP 2: At least one (1) expert shall be promptly called upon to inspect the exterior or roof problem and propose a solution for care, repair or replacement.

STEP 3: A proposal for correcting the problem, based on recommendations of the expert, shall be promptly provided to both Unit owners.

STEP 4: If all owners in the building agree to the recommendation of the expert, and payment for the work, the repair or replacement work shall be begun and completed without delay.

All four steps are to be completed within fourteen (14) days following the date of the writing described in STEP1, unless otherwise approved by the Board in its discretion based on the applicable circumstances.

In the alternative, if all homeowners in a building are not able to agree on a remedy to the problem, the Board will order the necessary repair work to the building's exterior surfaces or roofs. In those cases the Board will assess the costs for the work against the Units and charge the owners for the work.

(b) All unit owners shall contribute through the annual budget to have a termite control and maintenance system - recognized as effective by the industry - professionally installed on their property.

ARTICLE VIII **ENFORCEMENT PROVISIONS**

Section 1. Rules and Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 2. Enforcement - General. Failure of an Owner to comply with a provision in this Declaration or a provision in the Bylaws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Board to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of any Assessment, including but not limited to a foreclosure proceeding.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such fifty (50) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots or Units agreeing to terminate the covenants and restrictions at the end of such fifty (50) year or ten (10) year period has been recorded in the Public Records of Manatee County. (For purposes of meeting the two-thirds (2/3) requirement, when Units are counted, the Lot or Lots upon which such Units are situated shall not be counted.) Provided, however, that no such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This section may not be amended except upon consent of ninety percent (90%) of the institutional lender mortgagees of record and eighty percent (80%) of the Owners as set forth above.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment: This Declaration may be amended from time to time by recording among the Public Records of Manatee County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a meeting called for purposes of amendment was held, and that a vote of 2/3rds of the membership of the Association voting either in person or by proxy approved of such amendment or amendments; provided that no such amendment shall affect or interfere with vested property rights previously acquired by an owner or a First Mortgagee. The complete termination of the Covenants and restrictions of this Declaration is governed by Section 1 of this Article. The procedures provided for herein must be initiated and completed between the first day of October and the last day of May of the following year.

Section 5. Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners.

(a) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in the Declaration, or any exhibit attached hereto, or amendment hereto, as follows:

(1) not less than fifty-one percent (51%) of the votes of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the membership of the association who vote on such proposed amendment either in person or by proxy.

(2) any amendment adopted pursuant to the provisions of this Section 5 shall not materially adversely affect the property rights of lot owners.

Section 6. First Lienholders' Rights.

(a) A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

(1) any proposed amendment of the Land Use Documents effecting a change in (i) the boundaries of any Lot or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Properties appertaining to any Lot or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Lot or, (iv) the purposes to which any Lot or the Common Properties are restricted;

(2) any proposed termination of the Declaration;

(3) any condemnation loss or any casualty loss which affects a material portion of the Subdivision or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(4) any delinquency in the payment of assessments or charges owed by an owner of a Lot subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;

(5) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 7. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

ARTICLE X
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes in the subdivision and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and, if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE XI USE RESTRICTIONS

The use of the Lots within the subdivision shall be in accordance with the following provisions:

Section 1. Units.

(a) Nothing shall be hung, displayed or placed on the exterior of the walls, doors or windows of the home located on the Lot without the prior written consent of the Architectural Committee of the Association.

(b) No sign, notice, or advertisement shall be inscribed, displayed, or exposed on a Lot or on any improvement located upon a Lot including the window of a home; except a wood or plastic sign not exceeding 5" by 7" and showing only the name(s) of the resident may be located upon a Lot after written approval of the Association. Association may permit a sign measuring no more than 15" by 19" be displayed on a Lot with only the words "open house" during daylight hours while someone is in a Unit.

(c) Nothing contained in Section 1 subsections (a) and (b) shall prohibit the exercise by the Unit Owners of their right of Freedom of Speech as enunciated in the Constitutions of the United States and the State of Florida and as such provisions have been interpreted by the Supreme Court of the United States and the Supreme Court of Florida.

(d) Exterior Appearance of Dwelling Unit.

(1) the Lot and exterior of the home located on such Lot and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any owner in any manner without prior consent of the Board. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Unit except as shall have been approved by the Board, which approval may be withheld. The exterior of each home shall be maintained in a tasteful and attractive condition commensurate with the neighborhood.

(2) an owner is allowed and encouraged to beautify his Lot by planting shrubs and flowers but only upon the Association's written approval. However, all such plantings must be properly maintained by such owner.

(3) fences are not permitted on a Lot except with Association approval.

(4) no Lot owner shall place, install or plant any sheds, landscaping, or

improvements outside of his home located upon a Lot without the approval of the Association.

Section 2. Unit Occupancy.

(a) Pets. No pets are permitted in the subdivision or upon a Lot or in a home located upon a Lot except as provided in the Bylaws or in rules and regulations provided by the Board of Directors of the Association.

Section 3. Common Properties. The Common Properties shall be used only for the purpose for which they are intended.

Section 4. Antennas. No radio or television aerial or other antenna shall be attached to or hung from the exterior of a home located upon a Lot or the roof of a home located upon a Lot or upon the Lot itself outside of a home without the permission of the Board which permission shall not be arbitrarily withheld or based upon purely aesthetic grounds. Permission of the Board to attach an antenna will not be required if such attachment and use is governed by any federal, state, county, or city law, regulation, or court decision. The Board reserves the right to regulate size, type, appearance, and location of such devices to the fullest extent permitted by law.

Section 5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the subdivision or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of portions of the subdivision shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 6. Signs. No signs, notice or advertisement shall be inscribed, displayed or exposed in or from any Common Properties of the condominium except upon the written approval of the Board of Directors of the Association. Notwithstanding the foregoing, the Association reserves the right to place signs for informational regulatory purposes such as street signs and posting of rules and regulations, and lot locations and availability information.

Section 7. Parking and Use of Garages. Lot Owners' automobiles shall be parked, when not in use, in the Lot Owner's garage or driveway. Garages should not be used for storage purposes and Lot Owners may not use the garage which is part of their residence as a separate room, an additional living area or for any purposes other than parking.

Section 8. Rules and Regulations. Reasonable rules and regulations concerning the use of the subdivision may be made and amended from time to time by the Board in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners and residents of the Subdivision upon request.

Section 9. Architectural Review Committee. There shall be established an Architectural Review Committee. The Committee shall consist of not less than three (3) nor more than seven (7) members. The members of the Architectural Review Committee shall be appointed by the Board. No member of the Architectural Review Committee may also at the same time serve as a member of the Board. Members of the Architectural Review Committee shall serve terms established by the Board. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the Committee shall be as provided from time to time by the By-Laws. The Architectural Review Committee may, from time to time, adopt and promulgate

architectural standards for the subdivision. The standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, esthetic and environmental concept of the subdivision. All standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals.

Architectural review shall be required in each of the following circumstances:

- (a) Whenever the Owner of a Lot proposes to construct improvements thereto;
- (b) Whenever any exterior alteration or other improvement to an existing Unit is proposed by an Owner;
- (c) Whenever any Owner or the Association proposes to maintain or repair a Unit or Lot in any manner that will result in the application or use of materials of a significantly different type, shade, color or quality than those originally used on the Lot and the Unit thereon;
- (d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended;
- (e) Whenever an Owner proposes any change or addition to the landscaping of his Lot, except for plantings within a substantially enclosed courtyard area.

The addition of swimming pools or patios shall be deemed to be alterations or improvements subject to architectural review.

When the Architectural Review Committee has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, including specified landscape materials, the Owner or Association may comply with such standards without further approval. In all other situations there shall be submitted to the Architectural Review Committee a written application setting forth plans, colors, materials and other specifications for the activity for which review is required. The Architectural Review Committee may request additional and supplementary information. The Committee shall, within thirty (30) days after receipt of such application and additional information, either approve or disapprove, or approve in part or disapprove in part, the application. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

Any person aggrieved by a decision of the Architectural Review Committee may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than ten (10) days after the date upon which the decision of the Committee is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision of the Architectural Review Committee. Failure of the Board to act within such thirty (30) day period shall be deemed a decision and affirmation of the party appealing as to the point appeal. For the purposes of this Section, an aggrieved party may be the applicant for review or the Owners of any three (3) or more Lots.

The Architectural Review Committee may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for architectural review and the

Association shall maintain records of all architectural review proceedings.

ARTICLE XII
MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the Lots, the transfer of Lots by any owner shall be subject to the following provisions so long as this Declaration remains effective:

Section 1. Land Use Documents. No sale or transfer shall occur until the Buyer, lessee, or transferee shall acknowledge in writing to the Board that it has received a copy of the Land Use Documents. Upon receipt of notification of intent to purchase, the Management Company of Roseate Court Association, shall notify the purchaser of their right to receive said Land Use Documents.

Section 2. Exceptions. The provisions of Section 1 herein entitled "Land Use Documents" shall not apply to a transfer to, or purchase by an institutional mortgagee which acquires title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

Section 3. Purchase of Units by the Association. The Association shall have the power to purchase Lots subject to the following provisions:

(a) Decision. The decision of the Association to purchase a Unit may be made by its Directors, without approval of its members, except as otherwise provided herein.

(b) First Refusal. The right of an Owner to sell, transfer or convey his or her Unit shall not be subject to a right of first refusal or similar restriction.

Section 4. Leasing. All leases shall be in writing for a minimum term of three (3) consecutive months to a single individual or family. A unit may be leased no more than three (3) times (each time for a minimum of three (3) months) in a calendar year. Such leases shall be subject to the taxation ordinances of Manatee County and registration and fee requirements of the Association. No subleasing shall be permitted and only named tenants on the lease or individuals identified as proposed occupants shall be permitted to occupy the Unit. The Board shall have the authority to charge a non-refundable application fee, in an amount up to the highest amount permitted by law, for all leases. The Board shall have the authority to require prior Board approval before any tenancy for a term of twelve (12) or more months, and shall have the authority to conduct criminal and/or financial background checks on all proposed tenants. The Board shall have the authority to deny occupancy based on the results of such background checks, and shall have no obligation to provide a substitute tenant upon denial. The Board shall have the authority to adopt reasonable rules and regulations regarding the application and approval procedure.

IN WITNESS WHEREOF, this amendment of the original Declaration of Covenants and Restrictions has been approved by a majority of the entire voting interests in the Association at a meeting of the members called for the purposed of adopting this document in accordance with the Association's governing documents and applicable Florida law, and joined by the Association the day and year first above set forth.

Witnesses:

ROSEATE COURT ASSOCIATION, INC.

1. [Signature]
Print Name: ME SYMMONDS

By: [Signature]
Print Name: W.H. NIKKE, its President

2. [Signature]
Print Name: TIFFANY C. MAGGIO

Attest: [Signature]
Print Name: WENZEL HANSEN, its Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24th day of MARCH, 2008, by W.H. NIKKE as President of ROSEATE COURT ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: 9-20-08

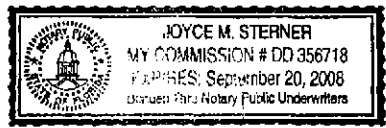


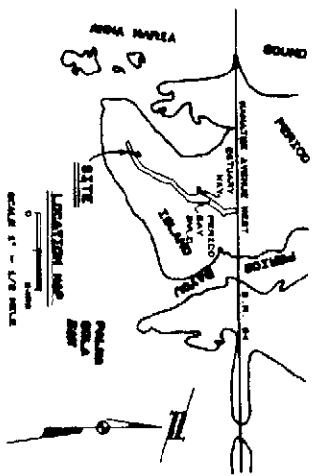
EXHIBIT A

422109

FINAL DEVELOPMENT PLAT
SPOONBILL COURT
AT
PERICO BAY CLUB

A SUBDIVISION

SECTION 34, TOWNSHIP 54 SOUTH, RANGE 16 EAST
CITY OF BRADENTON
MANATEE COUNTY, FLORIDA



DESCRIPTION

FROM THE SOUTHWESTERNLY CORNER OF SPOONBILL TERRACE 1 AT PERICO BAY CLUB, A CONDOMINIUM, PLAT 2, 5, AS RECORDED IN COMMODORUM BOOK 21, PAGE 80 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TO THE SOUTHWESTERNLY CORNER OF SPOONBILL TERRACE 1, A DISTANCE OF 144.40 FEET; THENCE S 30° 55' 00" W, A DISTANCE OF 357.75 FEET; THENCE S 81° 03' 00" E, A DISTANCE OF 22.24 FEET TO THE POINT OF BEGINNING; THENCE S 01° 00' 00" E, A DISTANCE OF 108.00 FEET; THENCE S 30° 55' 00" E, A DISTANCE OF 135.00 FEET; THENCE S 16° 35' 00" E, A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTHWESTERNLY CORNER OF SPOONBILL TERRACE 1, AS DESCRIBED IN O.M. 9, 1329, PAGE 75 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE ARC OF A CURVE TO THE RIGHT HAVING RADIIUS POINT BEING 118.82 FEET TO THE P.T. OF SAID CURVE; THENCE S 87° 43' 00" W, A DISTANCE OF 235.85 FEET; THENCE N 05° 21' 00" E, A DISTANCE OF 107.00 FEET TO THE POINT OF BEGINNING; THENCE N 07° 48' 00" E, A DISTANCE OF 107.00 FEET TO THE POINT OF BEGINNING; LINES AND BEING IN SECTION 34, TOWNSHIP 54 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, SUBJECT TO EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, CONTAINING 2.59 ACRES, MORE OR LESS.

CERTIFICATION BY THE DIRECTOR OF PUBLIC WORKS

STATE OF FLORIDA) COUNTY OF MANATEE) SS I, THE HONORABLE DIRECTOR, HAVE ALL PUBLIC IMPROVEMENTS REQUIRED FOR THIS PROJECT AND SUBDIVISION.

APPROVED: [Signature] DIRECTOR OF PUBLIC WORKS

CERTIFICATE OF APPROVAL FOR RECORDING

STATE OF FLORIDA) COUNTY OF MANATEE) SS IT IS HEREBY CERTIFIED THAT THIS FINAL DEVELOPMENT PLAT HAS BEEN OFFICIALLY RECEIVED AND APPROVED BY THE CITY OF BRADENTON PLANNING COMMISSION THIS BEING THE DAY OF [Date], A.D., 1980.

APPROVED: [Signature] CHAIRMAN, PLANNING COMMISSION

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS THE TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME AND THAT THE SAME IS ACCURATE AND CORRECT IN ALL RESPECTS AND THAT THE SAME IS IN ACCORDANCE WITH SAID STATUTE.

DATE OF SURVEY: 11/23/79
[Signature] REGISTERED LAND SURVEYOR, FLORIDA

CERTIFICATE OF OWNERSHIP AND PRIVATE DEDICATION

STATE OF FLORIDA) COUNTY OF MANATEE) SS I, THE UNDERSIGNED, AS A FLORIDA PARTNERSHIP, AS MANAGING PARTNER, AND BY ITS ELECTED PRESIDENT, MARK BOONAN, AND BY ITS ASSISTANT SECRETARY, MANUJAN CHETTI, HEREBY CERTIFY THAT THIS PLAT IS THE TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME AND THAT THE SAME IS ACCURATE AND CORRECT IN ALL RESPECTS AND THAT THE SAME IS IN ACCORDANCE WITH SAID STATUTE.

BY: [Signature] MANAGING PARTNER
[Signature] ASSISTANT SECRETARY

STATE OF FLORIDA) COUNTY OF MANATEE) SS BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MARK BOONAN, PRESIDENT AND MANUJAN CHETTI, ASSISTANT SECRETARY OF PERICO BAY CLUB ASSOCIATES, INC., A LIMITED LIABILITY COMPANY, WHOSE NAMES AND ADDRESSES ARE SET FORTH IN THE AFFIDAVIT AND WHOSE IDENTIFICATION AND AUTHORITY TO SIGN THIS INSTRUMENT FOR AND IN BEHALF OF SAID PARTNERSHIP, WITNESSED BY ME AND OFFICIAL [Signature] MANATEE COUNTY, FLORIDA THIS [Date] DAY OF [Month], A.D., 1980.

PRIVATE EASEMENT DEDICATION

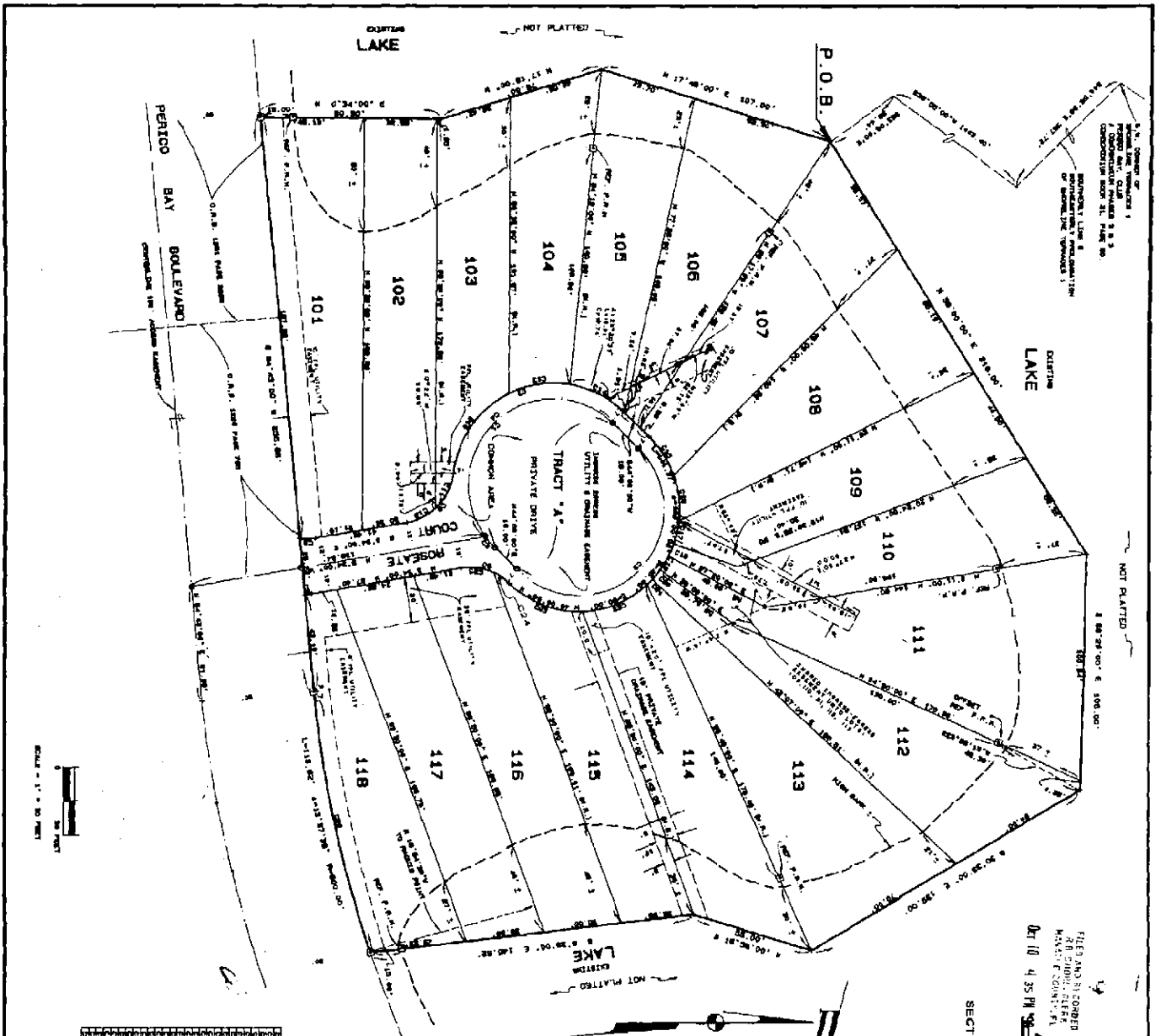
I, P. B. SMORE, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLETES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, THIS [Date] DAY OF [Month], A.D., 1980.

NOTES

- 1. EASEMENTS NAMED ON NORTH LINE OF N.E. 1/4 OF SECTION 34, TOWNSHIP 54S, RANGE 16E, ASSUMED TO BE N 88° 40' 00" W AND DOES NOT RETURN TO THE TRUE MERIDIAN.
- 2. THE PROPERTY LIES IN FLOOD ZONE "A1".
- 3. ELEVATION AT 21.415 (ELEVATION 111) AS PER CITY OF BRADENTON, 11 A.M. MAP, PANEL NUMBER 18055-008 C. MAP DATED 11/15/79.
- 4. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ZOLLER, NAJJAR & SHROYER, INC.
ENGINEERS, PLANNERS AND LAND SURVEYORS
BRADENTON, FLORIDA

RECORDED IN BOOK 422109 PAGE 1 OF 2



PLAT BOOK **25** PAGE **160**
 SHEET 2 OF 2

FILED AND RECORDED
 AT THE COUNTY CLERK'S OFFICE
 IN THE CITY OF MIAMI, FLORIDA
 MAY 17 1983
 DEED BOOK 171

AT PERICO BAY CLUB
 A SUBDIVISION

SECTION 34, TOWNSHIP 34 SOUTH, RANGE 16 EAST
 CITY OF MIAMI, FLORIDA
 MIAMI COUNTY, FLORIDA

NOTES:

1. BEARINGS AND DISTANCES ON THE NORTH LINE OF THE N.E. 1/4 OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MIAMI COUNTY, FLORIDA, ARE AS SHOWN ON THE PLAT OF THE PROPERTY LIES IN FLOOD ZONE "A1" AS SHOWN ON THE FLOOD ZONE MAP DATED 11/18/83.
2. THE PROPERTY LIES IN FLOOD ZONE "A1" AS SHOWN ON THE FLOOD ZONE MAP DATED 11/18/83.
3. ELEVATION 113 AND ZONE "A1" (ELEVATION 113) ARE SHOWN ON THE FLOOD ZONE MAP DATED 11/18/83.

LEGEND:

- D - PERMANENT REFERENCE MONUMENT (CONCRETE MONUMENT SET) (FORM NO. 5223)
- o - PERMANENT CONTROL POINT (PERM. SURV. 2210)
- o - BENCH MARK (FORM NO. 2210)
- A - ANGLE
- - FACED SURFACE
- (A) - ADJACENT
- (N) - NORTH
- (S) - SOUTH
- (E) - EAST
- (W) - WEST
- P.O.B. - POINT OF BEGINNING
- REF. M. - REFERENCE MARK
- O.R.M. - OFFICIAL RECORD BOOK
- F.F.L. - FLORIDA POWER AND LIGHT COMPANY

CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
101	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
102	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
103	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
104	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
105	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
106	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
107	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
108	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
109	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
110	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
111	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
112	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
113	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
114	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
115	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'
116	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
117	N 17° 40' 00" E 107.00'	107.00'	N 17° 40' 00" E 107.00'	107.00'
118	S 17° 40' 00" W 107.00'	107.00'	S 17° 40' 00" W 107.00'	107.00'

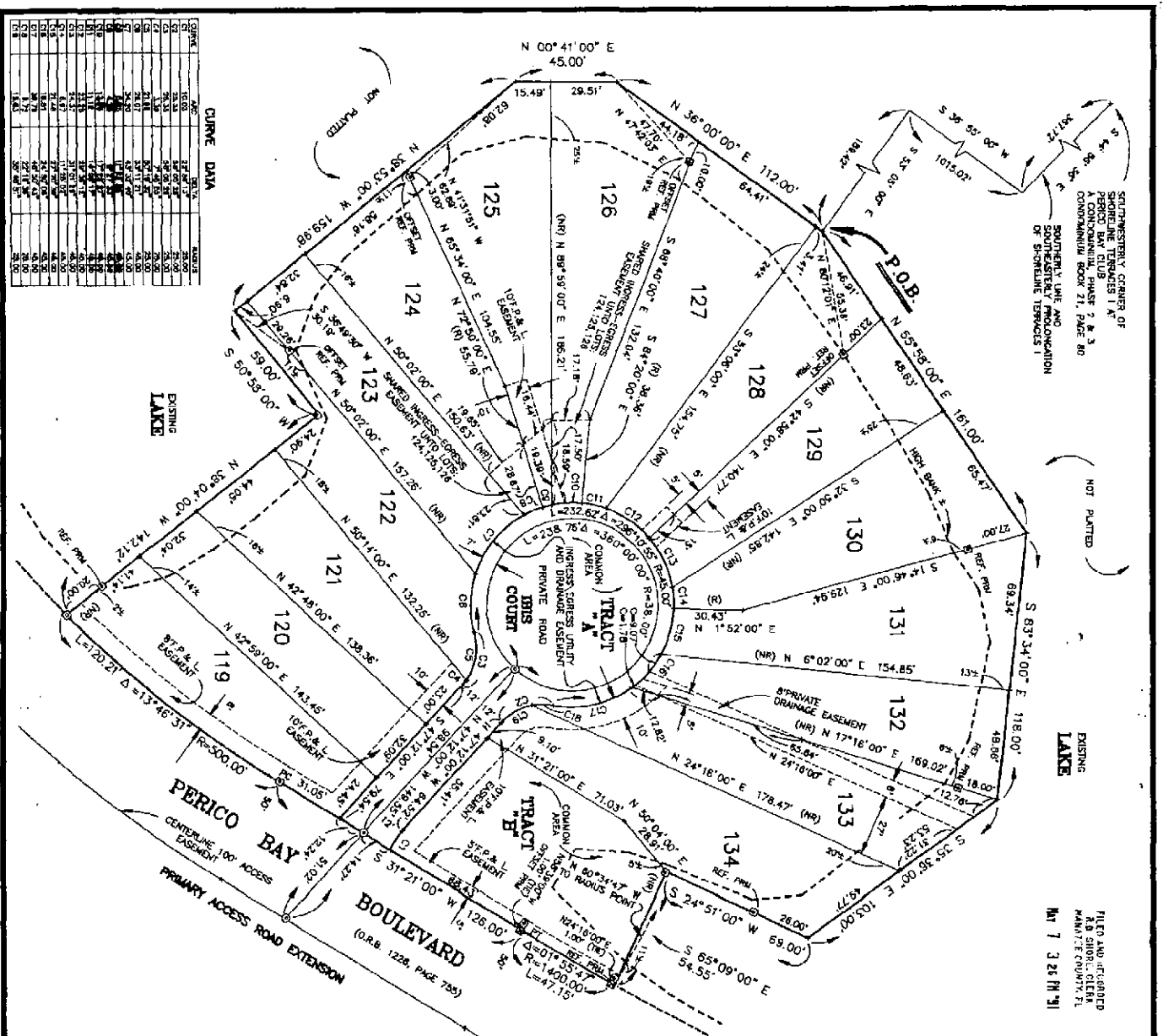
ZOLLEN, NAZZAR & SHROYER, INC.
 ENGINEERS, PLANNERS AND LAND SURVEYORS
 MIAMI, FLORIDA



FINAL DEVELOPMENT PLAT
SPONSBILL COURT II

PERICO BAY CLUB
A SUBDIVISION

SECTION 34, TOWNSHIP 36 SOUTH, RANGE 18 EAST
COUNTY OF BROWARD, FLORIDA
MIAMI COUNTY, FLORIDA



CURVE DATA

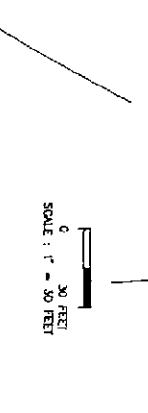
STATION	CHORD BEARING	CHORD DISTANCE	DELTA	ARC LENGTH	ANGULAR DISTANCE	RADIUS	PIVOT POINT	CHORD POINT	CHORD BEARING	CHORD DISTANCE
1	N 00° 41' 00" E	45.00								
2	N 36° 00' 00" E	112.00								
3	N 55° 58' 00" E	151.00								
4	S 33° 03' 00" E	103.00								
5	S 38° 55' 55" W	203.00								
6	S 33° 03' 00" E	103.00								
7	N 00° 41' 00" E	45.00								
8	N 36° 00' 00" E	112.00								
9	N 55° 58' 00" E	151.00								
10	S 33° 03' 00" E	103.00								
11	S 38° 55' 55" W	203.00								
12	S 33° 03' 00" E	103.00								
13	N 00° 41' 00" E	45.00								
14	N 36° 00' 00" E	112.00								
15	N 55° 58' 00" E	151.00								
16	S 33° 03' 00" E	103.00								
17	S 38° 55' 55" W	203.00								
18	S 33° 03' 00" E	103.00								
19	N 00° 41' 00" E	45.00								
20	N 36° 00' 00" E	112.00								
21	N 55° 58' 00" E	151.00								
22	S 33° 03' 00" E	103.00								
23	S 38° 55' 55" W	203.00								
24	S 33° 03' 00" E	103.00								
25	N 00° 41' 00" E	45.00								
26	N 36° 00' 00" E	112.00								
27	N 55° 58' 00" E	151.00								
28	S 33° 03' 00" E	103.00								
29	S 38° 55' 55" W	203.00								
30	S 33° 03' 00" E	103.00								
31	N 00° 41' 00" E	45.00								
32	N 36° 00' 00" E	112.00								
33	N 55° 58' 00" E	151.00								
34	S 33° 03' 00" E	103.00								
35	S 38° 55' 55" W	203.00								
36	S 33° 03' 00" E	103.00								
37	N 00° 41' 00" E	45.00								
38	N 36° 00' 00" E	112.00								
39	N 55° 58' 00" E	151.00								
40	S 33° 03' 00" E	103.00								
41	S 38° 55' 55" W	203.00								
42	S 33° 03' 00" E	103.00								
43	N 00° 41' 00" E	45.00								
44	N 36° 00' 00" E	112.00								
45	N 55° 58' 00" E	151.00								
46	S 33° 03' 00" E	103.00								
47	S 38° 55' 55" W	203.00								
48	S 33° 03' 00" E	103.00								
49	N 00° 41' 00" E	45.00								
50	N 36° 00' 00" E	112.00								
51	N 55° 58' 00" E	151.00								
52	S 33° 03' 00" E	103.00								
53	S 38° 55' 55" W	203.00								
54	S 33° 03' 00" E	103.00								
55	N 00° 41' 00" E	45.00								
56	N 36° 00' 00" E	112.00								
57	N 55° 58' 00" E	151.00								
58	S 33° 03' 00" E	103.00								
59	S 38° 55' 55" W	203.00								
60	S 33° 03' 00" E	103.00								
61	N 00° 41' 00" E	45.00								
62	N 36° 00' 00" E	112.00								
63	N 55° 58' 00" E	151.00								
64	S 33° 03' 00" E	103.00								
65	S 38° 55' 55" W	203.00								
66	S 33° 03' 00" E	103.00								
67	N 00° 41' 00" E	45.00								
68	N 36° 00' 00" E	112.00								
69	N 55° 58' 00" E	151.00								
70	S 33° 03' 00" E	103.00								
71	S 38° 55' 55" W	203.00								
72	S 33° 03' 00" E	103.00								
73	N 00° 41' 00" E	45.00								
74	N 36° 00' 00" E	112.00								
75	N 55° 58' 00" E	151.00								
76	S 33° 03' 00" E	103.00								
77	S 38° 55' 55" W	203.00								
78	S 33° 03' 00" E	103.00								
79	N 00° 41' 00" E	45.00								
80	N 36° 00' 00" E	112.00								
81	N 55° 58' 00" E	151.00								
82	S 33° 03' 00" E	103.00								
83	S 38° 55' 55" W	203.00								
84	S 33° 03' 00" E	103.00								
85	N 00° 41' 00" E	45.00								
86	N 36° 00' 00" E	112.00								
87	N 55° 58' 00" E	151.00								
88	S 33° 03' 00" E	103.00								
89	S 38° 55' 55" W	203.00								
90	S 33° 03' 00" E	103.00								
91	N 00° 41' 00" E	45.00								
92	N 36° 00' 00" E	112.00								
93	N 55° 58' 00" E	151.00								
94	S 33° 03' 00" E	103.00								
95	S 38° 55' 55" W	203.00								
96	S 33° 03' 00" E	103.00								
97	N 00° 41' 00" E	45.00								
98	N 36° 00' 00" E	112.00								
99	N 55° 58' 00" E	151.00								
100	S 33° 03' 00" E	103.00								

NOTES:

1. DISTANCES ARE BASED ON THE SOUTHERLY LINE OF SOUTHERLY TERRACES I AT PERICO BAY CLUB COMMON AREA, PARCEL 21, AS RECORDED IN CONDOMINIUM BOOK 21, PAGE 80, ASSUMED TO BE S 44° 38' 30" E, AND DO NOT REFER TO THE TRUE MERIDIAN.
2. NOTES: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. THE PROPERTY LIES IN FLOOD ZONE "A1Z" (ELEVATION 11') AND ZONE "A1F" (ELEVATION 11'), AS PER CITY OF BROWARD FLOOD INSURANCE RATE MAP, PANEL NUMBER 120155 0000C, MAP DATED NOVEMBER 10, 1983.

ZOLLER, NAJAR & SHROYER, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
201 - 5th Avenue South, Suite 100, Broward, Florida

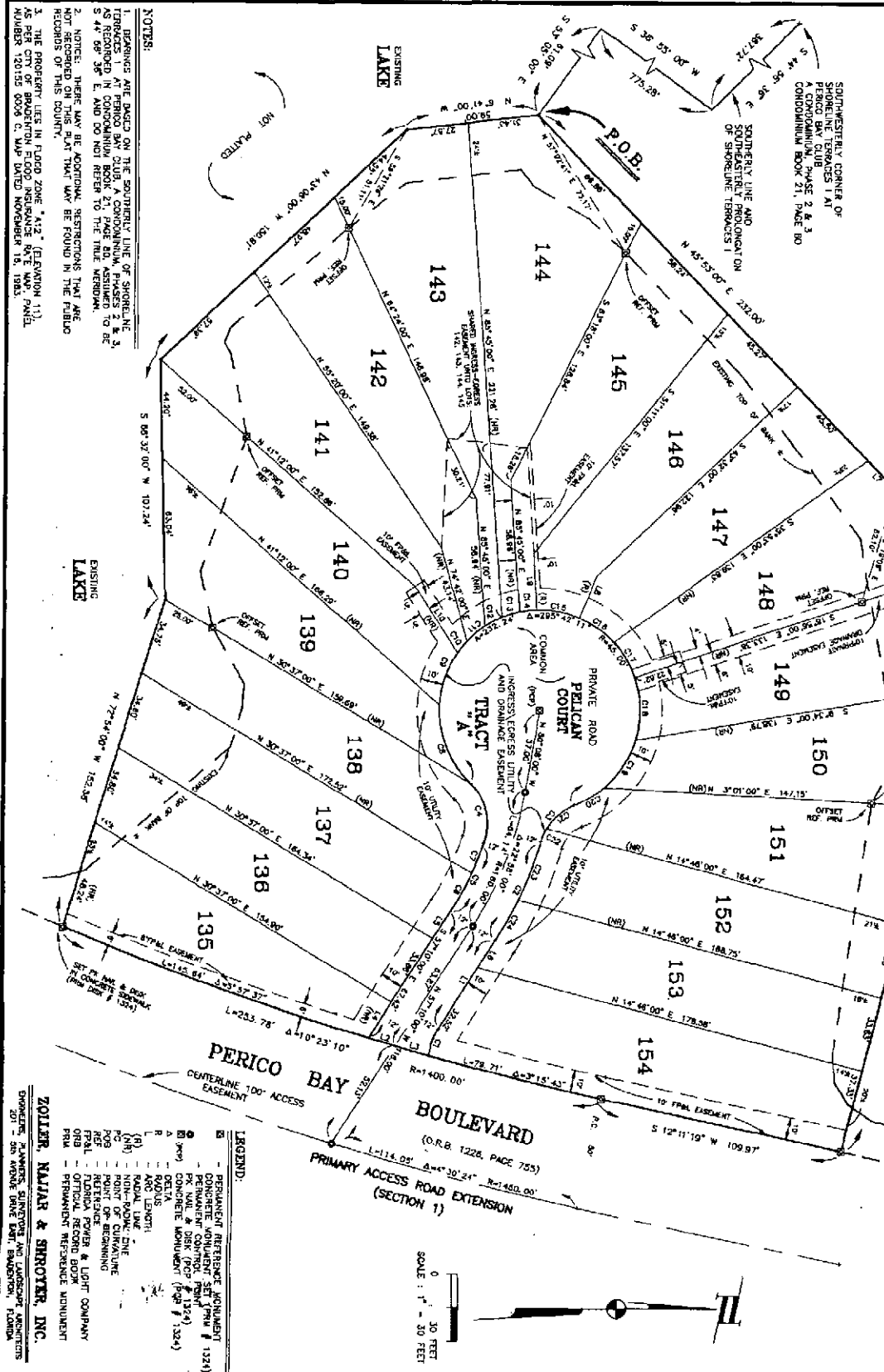
- LEGEND:**
- CROSS-CUT IN SIDEWALK
 - PERMANENT REFERENCE MONUMENT
 - PERMANENT MONUMENT SET (PMS) (1224)
 - PERMANENT CONTROL POINT
 - PER. NAIL & DISK (P&D) (1224)
 - △ DELTA
 - ARC LENGTH
 - CHORD DISTANCE
 - RADIAL LINE
 - POINT OF TANGENCY
 - POINT OF CURVATURE
 - POINT OF REVERSE CURVE
 - POINT OF BEGINNING
 - FLORIDA POWER & LIGHT COMPANY
 - OFFICIAL RECORD BOOK
 - PERMANENT REFERENCE MONUMENT



FILED AND RECORDED
R.D. SHROYER, CLERK
MIAMI COUNTY, FLORIDA
MAY 1 3 28 PM '91

CURVE AND LINE DATA

LINE#	LINE	BEARING	LENGTH	STATIONING	STATIONING
1	141	S 74° 28' 00" E	192.46	141+00	141+92.46
2	142	S 74° 28' 00" E	192.46	141+92.46	142+84.92
3	143	S 74° 28' 00" E	192.46	142+84.92	143+77.38
4	144	S 74° 28' 00" E	192.46	143+77.38	144+69.92
5	145	S 74° 28' 00" E	192.46	144+69.92	145+62.46
6	146	S 74° 28' 00" E	192.46	145+62.46	146+55.00
7	147	S 74° 28' 00" E	192.46	146+55.00	147+47.54
8	148	S 74° 28' 00" E	192.46	147+47.54	148+40.08
9	149	S 74° 28' 00" E	192.46	148+40.08	149+32.62
10	150	S 74° 28' 00" E	192.46	149+32.62	150+25.16
11	151	S 74° 28' 00" E	192.46	150+25.16	151+17.70
12	152	S 74° 28' 00" E	192.46	151+17.70	152+10.24
13	153	S 74° 28' 00" E	192.46	152+10.24	153+02.78
14	154	S 74° 28' 00" E	192.46	153+02.78	154+00.00



NOTES:

1. DISTANCES ARE BASED ON THE SOUTHWESTLY CORNER OF SHORELINE TERRACES AT PERICO BAY CLUB. A CONDOMINIUM PLAT, CASE 2 & 3 AS RECORDED IN CONDOMINIUM BOOK 21, PAGE 80, ASSUMED TO BE S 44° 09' 36" E, AND DO NOT REFER TO THE TRUE MERIDIAN.
2. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. THE PROPERTY LIES IN FLOOD ZONE "A12" (ELEVATION 11') AS PER CITY OF MIAMI-DADE FLOOD INSURANCE RATE MAP, PANEL NUMBER 120151 0006 C, MAP DATED NOVEMBER 16, 1983.

FINAL DEVELOPMENT PLAT
SPOONBILL COURT III
 AT
PERICO BAY CLUB
 A SUBDIVISION
 SECTION 34, TOWNSHIP 34 SOUTH, RANGE 16 EAST
 CITY OF MIAMI-DADE
 MIAMI COUNTY, FLORIDA

PLAT BOOK 26, PAGE 138
 SHEET 2 OF 2

FILED AND RECORDED
 2:35 PM, FEBRUARY
 MIAMI COUNTY, FLA.
 MAR 30 1 17 PM '92

ZOLLER MAJAR & SHROTER, INC.
 ENGINEERS, ARCHITECTS AND LANDSCAPE ARCHITECTS
 3000 N.W. 107th Avenue, Suite 100, Miami, Florida 33177
 PHONE: (305) 551-1111
 FAX: (305) 551-1112

LEGEND:

- RESERVANT INTEREST MONUMENT
- CONCRETE MONUMENT (PER PLAN # 1224)
- PERMANENT CONTROL POINT (PER PLAN # 1224)
- PERMANENT MONUMENT (PER PLAN # 1224)
- DEMONSTRATION MONUMENT (PER PLAN # 1224)
- ADJ. LENGTH
- RADIUS
- ARC LENGTH
- BEARING
- POINT OF BEGINNING
- REFERENCE
- OFFICIAL PRINTER & LIGHT COMPANY
- PERMANENT MONUMENT

(((H08000076385)))

This instrument prepared by:
 Richard A. Weller, Esquire
 Porges, Hamlin, Knowles, Prouty,
 Thompson & Najmy, P.A.
 1205 Manatee Avenue West
 Bradenton, Florida 34205
 941.748.3770

EXHIBIT B

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
 ROSEATE COURT ASSOCIATION, INC.**

DOCUMENT NUMBER OF CORPORATION: N37291

*(This is a substantial rewording of Articles of Incorporation. See original
 Articles of Incorporation and prior amendments for present text)*

Pursuant to provisions of Section 617.1007, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following Amended and Restated Articles of Incorporation. The date of adoption of the Amended and Restated Articles of Incorporation was the 20th day of March, 2008. The Amended and Restated Articles of Incorporation were adopted by resolution of a majority of the Board of Directors, and no vote of the general membership was necessary for approval of such amendment. Article 8 of the original articles of incorporation provides that a majority vote of the Board of Directors is sufficient for approval of such amendments.

These are the Amended and Restated Articles of Incorporation of the Roseate Court Association, Inc. (the "Association"). The Board of Directors of the Association has adopted these amendments pursuant to the authority granted to the Board in Article 8 of the original Articles of Incorporation. The original Articles of Incorporation of the Association were filed with the Office of Secretary of State on March 23, 1990.

ARTICLE 1

Name

- 1.1. The name of this Corporation is ROSEATE COURT ASSOCIATION, INC.

ARTICLE 2

Purposes

- 2.1. The purposes of the Association shall be:

2.1.1. To promote the health, safety and social welfare of the owners of property located within the Roseate Court community as members of the Association. Roseate Court is a residential subdivision in Manatee County, Florida, and within such property as may be later platted and made subject to the Amended and Restated Declaration of Covenants and Restrictions of Roseate Court Association, Inc. (hereafter "Declaration"). The property subject to the Association's administration is such property subject to the original Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club, recorded in Official Record Book 1316, Pages 1971 et seq., of the Public Records of Manatee County, Florida, as amended, and as per subdivision plats recorded in Plat Book 25, Page 159; Plat Book 26, Page 7; and Plat Book 26, Page 137, all in the Public Records of Manatee County, Florida. The term "lot" shall include lots shown on all subdivision plats now or later becoming subject to the said Declaration.

2.1.2. To provide security and maintain and replace and operate roadways and any sanitary sewer system, and all services as delegated to the Association in the Declaration recorded or to be recorded in the Public Records of Manatee County, Florida.

(((H08000076385)))

2.1.3. To enforce the Declaration and to adopt reasonable and necessary rules and regulations to promote the health, safety, and well-being of the people and property in the subdivision.

2.1.4. To levy maintenance assessments and to impose fines for violations of rules and regulations and to enforce the collection thereof as contemplated by the said Declaration.

2.1.5. To purchase, acquire, replace, improve, maintain and repair such buildings, structures, and equipment related to the health, safety, and social welfare of the members of the Association as the Board of Directors of the Association, in its discretion, determines to be necessary or advisable.

2.1.6. To carry out all the duties and obligations assigned to it as a neighborhood property owners' association under the terms of the Declaration.

2.1.7. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE 3

Qualifications and Admission of Members
Membership and Voting Rights in the Association

3.1. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit (as defined in the Declaration) which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member. The manner of admission and voting rights shall be more fully set forth and regulated by the Bylaws and the Declaration.

3.2. Additional Membership Categories: The Bylaws may provide for additional membership categories, which categories shall not have any voting privileges. The term "member" or "membership" as used herein, in the Declaration and in the Association Bylaws shall not apply to any such additional membership categories. The Bylaws shall provide for the rights and obligations of any additional membership categories.

ARTICLE 4

The Term of Existence

4.1. The Corporation is to exist perpetually.

ARTICLE 5

Board of Directors

5.1. The number of directors may be changed by amendment to the Bylaws, but shall never be less than three (3).

ARTICLE 6

Incorporators

6.1. The name and address of the original incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mark Sochar	11701 Manatee Avenue West, Bradenton, FL 34209

ARTICLE 7
Bylaws

7.1. The Board of Directors of the Association shall adopt Bylaws consistent with these Articles. The Bylaws may be altered, amended or rescinded by the Directors in the manner provided by such Bylaws.

ARTICLE 8
Amendment to the Articles

8.1. These Articles may be altered, amended or repealed by a resolution of the Board of Directors or by a vote of two-thirds (2/3) of the entire voting interests of the Association.

ARTICLE 9
Dissolution of Incorporation

9.1. Upon expiration of the term of the aforementioned Amended and Restated Declaration of Covenants and Restrictions of Roseate Court Association, Inc., the Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the voting interests of the Association if a judicial decree is necessary as provided for in Section 617.05, Florida Statutes, or any statute of similar import then in effect.

9.2. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

9.2.1. Dedication to any applicable municipal or other governmental authority, public body, or non-profit organization with similar purposes, or any property determined by the Board of Directors of the Association to be appropriate for such dedication in which the authority is willing to accept;

9.2.2. Remaining assets shall be distributed among the members, each member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and denominator of which is the total amount assessed by the Association against all properties which at the time of dissolution are part of Roseate Court. The year of dissolution shall count as a whole year for the purposes of the preceding fraction.

ARTICLE 10
Indemnity

10.1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a director, employee, officer, or agent of the Association, against expenses

((H08000076385 3)))

(including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him/her in connection with such action, suit or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his/her duty to the Association, unless and only to the extent that the court is which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

ARTICLE 11
Registered Agent

11.1. The Registered Agent for ROSEATE COURT ASSOCIATION, INC., is: James W. Hart, Jr., Sentry Management, Inc., 2180 West SR 434, Suite 5000, Longwood, Florida 32779, or as otherwise designated by the Board.

ARTICLE 12
Location of Corporate Office

12.1. The Corporate Office for ROSEATE COURT ASSOCIATION, INC., is Sentry Management, 6901 Professional Pkwy. E., Suite 107, Sarasota, FL 34240.

IN WITNESS WHEREOF the undersigned officer has executed these Amended and Restated Articles of Incorporation on Mar 20, 2008

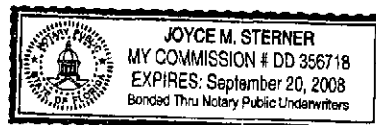
By: [Signature]
Print Name: W.H. NIKKEL, its President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24th day of MARCH, 2008, by W.H. NIKKEL as PRESIDENT of Roseate Court Association, Inc., on behalf of the Association.

[Signature]
Notary Public

((H08000076385 3)))



This Instrument Prepared By:
Richard A. Weller, Esquire
Porges, Hamlin, Knowles, Prouty,
Thompson & Najmy, P.A.
1205 Manatee Avenue West
Bradenton, Florida 34205
941.748.3770

EXHIBIT C

**AMENDED AND RESTATED BYLAWS OF
ROSEATE COURT ASSOCIATION, INC.**

These are the Amended and Restated Bylaws of the Roseate Court Association, Inc. (the "Bylaws"). The original bylaws of the Association were recorded as an Exhibit to the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club, recorded in Official Record Book 1316, Pages 1971 et seq., of the Public Records of Manatee County, Florida. This is a substantial rewording of the bylaws. Please see the original bylaws for the prior text.

**ARTICLE 1.
Identity and Definition**

1.1. Association has been organized for the purpose of enforcing the Amended and Restated Declaration of Covenants and Restrictions for Roseate Court Association, Inc. (hereinafter referred to as "Declaration"), which was previously recorded as the Declaration of Covenants and Restrictions for Spoonbill Court at Perico Bay Club, recorded in Official Record Book 1316, Pages 1971 et seq., of the Public Records of Manatee County, Florida (the "Original Declaration"), preserving and enhancing the natural beauty of the subdivision, and promoting the health, safety and welfare of the Owners of property located in the subdivision as described below. The terms and provisions of these Bylaws are expressly made subject to the terms, provisions, conditions and authorizations contained in the Declaration. The property subject to the Association's administration is such property subject to the Original Declaration as amended by the Amended and Restated Declaration, and as represented on subdivision plats recorded in Plat Book 25, Page 159; Plat Book 26, Page 7; and Plat Book 26, Page 137, all in the Public Records of Manatee County, Florida.

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

**ARTICLE 2.
Location of Principal Office**

2.1 The principal office of the Association shall be located at the Activity Center, 701 Perico Bay Blvd., Bradenton, FL 34209, or at such other place as may be established by resolution of the Board of Directors.

**ARTICLE 3.
Membership Voting, Quorum, and Proxies**

3.1. The qualification of members, the manner of their admission to membership and

termination of such membership, and voting by the members, shall be as set forth in the Declaration.

3.2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing more than thirty percent (30%) of the total votes of the Association as determined in the manner set forth in the Declaration.

3.3. Where a lot is owned by more than one person or by a corporation, partnership or other entity, the vote of the owner or owners shall be cast by the person named in a certificate signed by all of the individual owners of such lot or by appropriate officials of any other legal owner. However, in the case of ownership by husband and wife, as joint tenants with the right of survivorship, the vote of either shall be accepted. Such certificate shall be filed with the Management Company of the Association. If no such certificate is on file with the Association, the vote shall be cast as agreed by all owners. In the case of conflict among the owners of a lot, the vote of such lot shall not be counted as to the matter under consideration when the conflict arose whether the conflict appears by vote in person or by proxy.

3.4. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary or the Association's management company at or before the time of the meeting.

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

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

3.7. All meetings shall be conducted pursuant to and in conformity with Robert's Rules of Order.

ARTICLE 4.
Annual and Special Meetings of Membership

4.1. The annual meeting of the membership of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, in March for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

4.2. Special meetings of the members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half of the total votes of the Association as determined in the manner set forth in the Articles of Incorporation.

4.3. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer or agent of the Association designated by the Board of Directors, to each member, unless waived in writing, such notice shall be given to each member not less than fourteen (14) nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. In lieu of providing mailed written notice for any members meeting to the individual members, the Association shall have the authority, but not the obligation, to electronically transmit, via electronic mail, notice of such members meetings to any member who consents in advance in writing to receiving notice of members meetings by electronic transmission. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed to be equivalent to the giving of such notice to such member.

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

4.5. In meetings of the membership, the President shall preside. In his/her absence, the Chairman shall be in the following descending order: Vice President, Treasurer, Secretary. In the absence of all of the above-referenced officers, the members present shall elect a Chairperson.

4.6. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- (A) Calling of the roll and certifying of proxies;
- (B) Proof of notice of the meeting or waiver of notice;
- (C) Reading of minutes;
- (D) Report of officers;
- (E) Reports of committees;
- (F) Report of Nominating Committee, election of the Board of Directors, election results, election of officers if held at meeting and results of the election of officers (at Annual Meeting only).
- (G) Unfinished business;
- (H) New business;
- (I) Adjournment.

ARTICLE 5.
Board of Directors

5.1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors, who shall be members of the Association. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

5.2. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any director, shall be filled by the Board of Directors, unless otherwise required by law. The director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

5.3. Removal. Any director may be recalled and removed from office for cause by the vote taken at a duly noticed members meeting called for such purpose, or by the agreement in writing of a majority of voting unit owners in accordance with Section 720.303(10), Florida Statutes. Directors removed as a result of a successful recall, as certified by the Board of Directors, shall be elected or appointed as required by Section 720.303(10). Upon the certification of a recall of any Director, such recall shall become immediately effective and the recalled member or members of the Board shall turn over any and all records or other Association property to the Association within the time frame provided by the statute.

5.4. Resignation. Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by any member of the Board or the Association's management company, unless it states differently.

ARTICLE 6.
Election of Directors

6.1. Before January 1 of each year, the Board of Directors shall appoint a Nominating Committee of at least two (2) unit owners to solicit nominees for directorship to be filled at the Annual Meeting the following March. The Nominating Committee may hold an open meeting for the purpose of receiving nominations from unit owners. Unit owners may also make suggestions to an individual committee member. The committee will approach the nominee to confirm his/her willingness to serve. All candidates will be announced at the February Board of Directors meeting. Nominations can be made at the annual meeting from the floor. Names submitted by the committee will be presented in writing to each unit owner when the agenda is mailed for the Annual Meeting. Ballots and resumes will be included. Election will take place at the Annual Meeting of unit owners in March, in person or by proxy. All Directors elected will be announced at the Annual Meeting.

6.2. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this article shall take office as of the date of the first meeting of the Board of Directors following the meeting of members at which they were elected.

6.3. Staggered Terms. To ensure continuity of knowledge and leadership, staggered terms of office for directors is hereby established so that every other year, two (2) directors will

be elected for two (2) year terms, and in the alternate years, three (3) directors shall be elected for two (2) year terms.

ARTICLE 7.
Powers and Duties of the Board of Directors

7.1. The Board of Directors shall have power:

(A) To call meetings of the members.

(B) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

(C) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenses as may be deemed appropriate by the Board of Directors.

(D) To adopt, promulgate and enforce rules and regulations governing the use of property in the subdivision and governing the personal conduct of the members and their guests thereon, including levying fines for failure to abide by the rules and regulations.

(E) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(F) To exercise for the Association all powers, duties or authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

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

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

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

(C) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration, Articles of Incorporation and these Bylaws at least thirty days in advance of such date or period;

(2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association which shall be open to inspection by any member; and,

(3) To send written notice of each assessment to every member subject thereto.

(D) To issue or cause an appropriate officer to issue, upon demand by any authorized

person, the certificate in recordable form setting forth whether any assessment has been paid; and if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(E) To make payment of all ad valorem taxes assessed against Association property, if any, real or personal.

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

(G) To enforce by appropriate legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the aforesaid Declaration of Covenants and Restrictions, and any and all applicable laws and regulations.

ARTICLE 8. **Meetings of Directors**

8.1. The organizational meeting of the newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within ten (10) days of their election at such time and at such place as shall be fixed by the directors at the annual meeting of members at which they were elected.

8.2. Regular meetings of the Board of Directors shall be held at such time and place as provided by a corporate resolution of the Board of Directors.

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

8.4. Notice of regular or special meetings of the Board shall be given to each director, personally or by mail, telephone or telegram, at least two (2) days prior to the day named for such meeting. Each notice shall state the time, place and purpose of the meeting, unless such notice is waived. In lieu of providing mailed written notice for any directors meeting to the individual directors, the Association shall have the authority, but not the obligation, to electronically transmit, via electronic mail, notice of such directors meetings to any member of the board of directors who consents in advance in writing to receiving notice of directors meetings by electronic transmission.

8.5. All meetings of the board, except for meetings between the board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, shall be open to all members. Notice of all board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a board meeting unless notice of the meeting has been provided to all members and posted conspicuously on association property at least fourteen (14) days in advance of the meeting, and the notice of the meeting must include a statement that assessments will be considered, and the nature of the assessments. Written notice of any board meeting at which amendments to rules regarding parcel use must also be provided at least fourteen (14) days in advance of the meeting.

8.6. The transaction of any business at any meeting of the Board of Directors

however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held at the regular call and notice provided that a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

8.7. All meetings shall be conducted pursuant to and in conformity with Robert's Rules of Order.

ARTICLE 9. **Officers**

9.1. The officers shall be a President, Vice President, Secretary, and a Treasurer, and such other officers as may be established and elected by the Board of Directors. Officers created and elected by the Board of Directors need not be members of the Board of Directors but must be members of the Association. An individual may simultaneously hold more than one office as long as the President is not also the Secretary.

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

9.3. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, mortgages, deeds and other written instruments. The President, may, but need not, be a required signatory on checks of the Association.

9.4. The Vice President shall perform all the duties of the President in his/her absence. The Vice President shall perform such other acts and duties as may be assigned by the Board of Directors.

9.5. The Secretary shall be ex officio Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He/she shall sign all certificates of membership. He/she shall keep the records of the Association. He/she shall record in a book for that purpose the names of all the members of the Association together, with each member's current address as registered by such member. The Secretary shall prepare and send all notices required by the Declaration, these Bylaws, or the Board of Directors to the membership or any other entity designated to receive same. In order to accomplish his or her duties, the Board of Directors, upon the request of the Secretary, shall designate an assistant secretary or in the alternative, provide the secretary with such services as he or she may need to perform his or her duties, such as, but not limited to typing services, mailing, or distribution services, including postage and copying facilities. Such services may be contracted through management or independently.

9.6. The Treasurer or his/her appointed agent shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution by the Board of Directors, provided, however, that a resolution by the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of the budget adopted by the Board. The Treasurer may, but need

not, be a required signatory on checks and notes of the Association.

9.7. The Treasurer or his/her appointed agent, shall keep proper books of account. He/she or his/her appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

9.8. The Board shall have the authority to delegate duties of particular officers to its management company. To the extent that such particular duties are delegated to the property manager by the board, the corresponding officer shall oversee the manager or agent to ensure adequate completion of said duties.

ARTICLE 10. **Committees**

10.1. The standing committees of the Association shall be:

- (A) Architectural Review Committee
- (B) The Nominating Committee

Unless otherwise provided herein, each committee shall consist of two or more members, all of whom must be members of the Association. The committees shall be appointed by the Board of Directors after the annual meeting. The members of each committee shall choose their Chairman. The members of each shall serve at the pleasure of the Board of Directors or until the succeeding committee members have been appointed.

10.2. The Architectural Review Committee shall have the duties and functions as provided in Article XI – Section 9 of the Declaration of Covenants.

10.3. The Nominating Committee shall have the duties and function pertaining to the nomination of members to the Board of Directors as prescribed in Article 6 of these Bylaws.

10.4. The Board of Directors may appoint such other committees from time to time as it deems desirable.

10.5. The committees appointed by the Board of Directors shall have power to appoint sub-committees from among their membership and may delegate to any such sub-committee any powers, duties, and functions.

10.6. It shall be the duty of each committee to receive complaints from members of any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints, as it deems appropriate or refer them to such other committee, director or officer of the Association which is further concerned with the matter presented.

ARTICLE 11. **Assessments**

11.1. The Association shall have the right to obtain funds with which to operate by

regular and/or special assessment of its members in accordance with the provisions of the Declaration, the Articles of Incorporation and these Bylaws. Assessments not paid when due, in accordance with the time frame for payment established by the Association, shall bear interest from date when due until paid in amounts up to the highest amount permitted by law, and shall also result in the suspension of voting privileges during any period of such nonpayment to the fullest extent permitted by law. The "Assessment Period" as used in the Declaration shall be monthly commencing on the date defined in Section 2 of Article V of the Declaration. The method of assessment and the manner of enforcing collection thereof shall be as set forth in the Declaration or as otherwise provided herein.

11.2. The Board shall have the authority to charge late fees and interest to the highest amounts permitted by law in regard to any assessment or charge that is delinquent, as well as all costs and attorney's fees associated with the collection of such charges. At the time of the adoption of this provision, the Association is permitted by law to charge up to eighteen percent (18%) interest, and may charge late fees of the greater of \$25.00 or five percent (5%) of any delinquent installment. The Association may charge a higher amount of interest or late fees in the event the statute is amended to provide for such authority. Payments received shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessment, notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying the payment.

ARTICLE 12.

Fiscal Management

The provisions of fiscal management of the Association, as set forth in the Declaration, Articles of Incorporation and Bylaws shall be supplemented by the following provisions:

12.1. The annual maintenance assessment roll, hereinafter called "Assessment Roll" shall be maintained in a set of accounting books in which there shall be an account of each owner of an individual lot or portion of a lot subject to the annual maintenance assessment set forth in the Declaration. The account shall designate the name and address of the owner or owners of each lot, and the amount of the annual maintenance assessment against the lot, the dates and amounts in which such assessments become due, and the amounts paid on the account and the balance due on prior assessments.

12.2. The fiscal year of the Association shall begin on January 1. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the costs of performing the functions of the Association, and which shall include, but not be limited to, the following:

- (A) Common expense budget, which shall include provision for the accomplishment of those duties and objectives contemplated by the Declaration, Articles of Incorporation and these Bylaws.
- (B) Proposed annual maintenance assessment against each individual lot subject to the periodic maintenance assessments as set forth in the Declaration.

Copies of the proposed budget and proposed maintenance assessments shall be transmitted to each member at least two weeks prior to the beginning of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of

such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the rights of the Board of Directors, at any time in their sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

12.3. The depository of the Association shall be such Federally insured bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of money from such accounts shall be only by check signed by such persons as are authorized by the Board of Directors.

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

12.5. Any expenditure for maintenance, repair or improvement, or project of any type where the anticipated cost is two thousand five hundred dollars (\$2,500.00) or higher shall be the subject of written bids, the specifications for which will be subject to review and approval by the Board of Directors.

ARTICLE 13.
Official Seal

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

ARTICLE 14.
Books and Records

14.1. The books, records and other papers of the Association, except to the extent that such documents are subject to attorney-client privilege or otherwise protected from disclosure by law, shall be available at the Association's office or the management company's office, as determined by the Board, and subject to the inspection of any of the Association members during regular business hours. The Association shall have the authority to adopt written rules and regulations governing the frequency, time, location, notice, records to be inspected, and manner of inspections. The Association may charge for copies produced up to the highest amount permitted by law.

ARTICLE 15.
Amendments

15.1. These Bylaws may be altered, amended or repealed by no less than three of the Directors voting in the affirmative at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting.

ARTICLE 16.
Indemnification of Officers and Directors

16.1. The Association shall indemnify any director or officers if made a party or threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding:

(A) Whether civil, criminal, administrative, or investigative, other than one by or in the right of Association to procure a judgment in its favor, or to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of director or officer of the Association, or in his capacity as director, officer, or agent of any other corporation, partnership, joint venture, trust or other enterprise at which he served at the request of the Association against judgment, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon the plea of nolo contendere or its equivalent shall not in itself create a presumption that such director or officer did not have good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

(B) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, including the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duties to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification or to such expenses which such tribunal shall deem proper.

16.2. The Board of Directors shall determine whether amounts for which a director or officers seeks indemnification were properly incurred and whether such director or officers acted in good faith and in a manner that is reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

16.3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE 17.
Notice Upon Request

17.1. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
2. Any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
3. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
4. Any proposed action that required the consent of a specified percentage of mortgage holders.

The Association is required to make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage current copies of the Declaration, Bylaws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

ARTICLE 18.
Conflicts

1 Any conflict between these Bylaws or the Articles of Incorporation and this Declaration shall be governed by such Declaration, as amended. Any conflict between the Bylaws and the Articles of Incorporation shall be governed by such Articles of Incorporation, as amended.

The above have been amended from time to time and adopted as the Bylaws of ROSEATE COURT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida.

CERTIFICATE OF AMENDMENT

The foregoing were adopted as the Amended and Restated Bylaws of the Roseate Court Association, Inc., in accordance with the Association's governing documents and Florida Law.

By: [Signature]
Print name: W. H. NIKKEL, as President

Witnesses to President's signature:

[Signature]
print name: ME SYMMONDS

[Signature]
print name: TIFFANY C. MAGGIO

Attest:
By: [Signature]
Print name: WERNER HANSEN,
as Secretary

STATE OF FLORIDA)
COUNTY OF MANATEE)

I HEREBY CERTIFY that, on this 24th day of MARCH 2008, the foregoing instrument was acknowledged before me by W. H. NIKKEL, as President of THE ROSEATE COURT ASSOCIATION, INC., a not-for-profit Florida corporation, who () is personally known to me or who () has provided the following form of identification:

My Commission Expires:

[Signature]
Notary Public

