

Prepared by and Return to:
Timber Creek Design Group, LLC
1507 2nd Street, Suite 122
Sarasota, FL 34240

**DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
OF
CRYSTAL LAKES**

Morrison Homes, Inc, a Delaware corporation, ("Developer") declares the provisions of this instrument to be applicable to the property owned by it and made subject to this instrument known as "Crystal Lakes".

Recitals

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

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

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

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

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

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

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

**ARTICLE I
GENERAL PROVISIONS**

Section 1.1 Subject Land. The lands subject to the provisions of this instrument shall be the Property, as defined in Paragraph A of the Recitals. The Property shall, from this time forward, be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions of this instrument without the necessity of specific reference to it. The absence of any specific conveyance of this Property or any portion of it shall not excuse the grantee or any other person from compliance with it. No party may waive or otherwise avoid responsibility for compliance with this instrument and liability for any assessments made pursuant to it by asserted non-use of the Common Areas.

Section 1.1a Additional Lands. Developer shall have the right (but not the obligation), to add later any lands adjacent to the land subject to this instrument by recording a document to this effect in the Public Records of Manatee County, Florida. If Developer is not at that time the Owner of the land, the written consent of the Owner of fee simple record title to the land to be added shall also be recorded in the Public Records of Manatee County, Florida.

Section 1.2 Utility Easements. Developer reserves a perpetual easement on, over and under roads, sidewalks and pathways in Crystal Lakes to erect, construct, maintain and use towers, poles, wires, cables, conduits, mains, lines, ditches, drains, and equipment, for the installation, maintenance, transmission and use of utilities including, but not limited to, utilities associated with electrical, water, sewer, telephone, television, gas, communication or other services. Developer shall assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities. Developer reserves perpetual easements for the surface water management system and its appurtenances, to run in favor of Association for maintenance and management purposes. These easements shall also run in favor of the Southwest Florida Water Management District ("SWFWMD") and Manatee County. Developer further reserves the right to establish such additional easements as may be necessary to accommodate the utilities mentioned herein which easements will be shown on the recorded Plat of Crystal Lakes.

Section 1.3 Underground Utilities. All utility lines and lead in wires, cables, electrical and television lines serving individual residences and located within the confines of any Lot shall be located underground, provided however, that a temporary overhead power line to a structure under construction is permissible. Additionally, existing overhead electrical, cable television and telephone lines around the perimeter of the Crystal Lakes Property or main feeder lines into the Crystal Lakes property may be overhead.

Section 1.4 Definitions.

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

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

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

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

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

(f) "Declarant" shall mean and refer to Morrison Homes, Inc., a Delaware corporation, its successors and assigns.

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

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

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

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

(k) "Developer" shall mean and refer to Morrison Homes, Inc., a Delaware corporation, its successors and assigns.

(l) "Unit" shall mean any residential improvement constructed in Crystal Lakes.

(m) "Stormwater Management System" shall mean lakes, ponds, canals, drainage areas, drainage easements, swales on rear and side lot lines, swales on common areas and all drainage control devices, structures and piping.

ARTICLE II COMMON AREAS

Section 2.1 Definition of the Common Areas. The Common Areas shall include all of the property not within a Lot or public right-of-way, now or later specifically set aside or deeded to the Association by Developer for the common use and enjoyment of all Owners in Crystal Lakes. The Common Areas may, at the discretion of the Developer, include sidewalks and walkways, parks, nature preserves and common open space, and any other areas set aside for the benefit of all Owners of Crystal Lakes.

Section 2.2 Ownership, Use and Maintenance of the Common Areas. Developer shall remain the Owner of the Common Areas until it transfers title to all or a portion of the Common Area to the Association. Developer shall maintain at its expense all portions of the Common Area that are not transferred to the Association. The Association shall maintain, at its expense, all portions of the Common Areas transferred to it by the Developer. Every Owner shall have the nonexclusive right to use those portions of the Common Areas to which title has been transferred by Developer to the Association in accordance with the following provisions:

(a) Developer shall have the exclusive right vis-a-vis Owners in Crystal Lakes to control the maintenance of all lakes, ponds, canals and drainage control devices on the Property that are a part of the Common Areas. This provision shall not affect Developer's obligation to comply with all laws and regulations relative to the maintenance and any modification or improvement of lakes, ponds, canals and drainage control devices.

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

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

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

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

the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by Developer may be given.

(f) Storm water drainage and management within the common areas, and all retention or detention areas for storm water, are subject to the provisions of the existing SWFWMD permit ("Permit") issued for the property in conjunction with processing of the Crystal Lakes subdivision. All use of the common areas as it might affect storm water drainage and management must be done in a manner consistent with the Permit. Any modifications to the surface water or storm water management areas within the common areas shall be subject to prior approval by the Southwest Florida Water Management District ("District") and the Manatee County Resource Permitting Division.

(g) The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the installation, maintenance, construction and repair of utilities and facilities, television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and such purposes and subject to such conditions as may be agreed to by the Board.

(h) Owners Easement of Enjoyment. Every Owner shall have a right to use the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the use restriction set forth in this Declaration, in the Bylaws, in the Articles of Incorporation and in the rules and regulations promulgated by the Board of Directors.

ARTICLE III THE ASSOCIATION

Section 3.1 Membership in the Association. Every Owner shall be a member of the Association, which shall be a Florida corporation not for profit. As provided in its articles of incorporation, Developer shall have the right to retain control of the board of directors until transition of control is required under Florida Statutes 720.307 (2001) as further amended. Subject to this right, each Owner shall have the voting rights provided in the Articles of Incorporation, for the Association.

Section 3.2 Duties of the Association. The Association has been organized to operate, maintain, manage and improve the Common Areas of Crystal Lakes and to enforce the provisions of this instrument. The Association, in addition to these powers and duties and any powers set forth in its articles of incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided in this instrument.

Section 3.3 Annual Maintenance Assessment. The annual maintenance assessment to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

- (a) Annual and special assessments must be fixed at a uniform rate for all Lots.
- (b) Each Owner shall be advised in writing, mailed to his/her address as recorded in the records of the Association on or before December 1 of each year, of:
 - (1) The percentage applicable to the Owner's individual parcel, and the manner by

- which the percentage was calculated.
- (2) The Association's annual budget.
 - (3) The dollar amount of the payment due and payable by the Owner for the particular year.
 - (4) Any amounts due from or repayable to the Owner with respect to any under expenditure or over expenditure from the prior years' budget.

Section 3.4 Assessment and Budget. Within sixty (60) days after the close of the fiscal year, the Association shall prepare an annual financial report, as set forth in Section 720.303(7), Florida Statutes, as amended from time to time. Prior to November 30, and in the month of November of each subsequent year, the Association shall establish a budget and levy an assessment against individual parcels subject to the annual maintenance assessment. If such budget requires an annual assessment of one hundred fifteen percent (115%) or less of the annual assessment for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board of Directors to allow it to carry out its purposes, which may include the following:

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

Section 3.5 Collection of Annual Maintenance Assessments and Special Assessments.

The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures :

(a) Upon sale of the first Lot by the Declarant, a special assessment for a working capital fund, equal to up to twelve (12) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

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

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

(d) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid within thirty (30) days after the delinquency date, the Association may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment any interest, all costs and attorneys' fees incurred in collecting the assessment, and to charge a late fee to be established by the Board, not to exceed Twenty-Five Dollars (\$25.00).

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

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

(b) If the assessment is not paid within thirty (30) days after the delinquency date, the Association shall have the right to file a claim of lien in the Public Records of Manatee County, Crystal Lakes 011705

Florida. This lien shall attach only upon recording of a claim of lien in the Public Records of Manatee County, Florida.

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

(d) The lien for any assessment shall be subordinate to all first institutional mortgages by a buyer to an Owner-Seller of a parcel which are placed upon any parcel subject to an assessment prior to the recording of a claim of lien by the Association. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

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

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

Section 3.7 Reserves. The Association may, in its discretion, either hold collected maintenance funds without investing them, or it may invest them. The Association may also set aside in reserve a portion of the annual maintenance assessment that it determines to be appropriate for expenditure in years following that for which the assessment was made.

Section 3.8 Lands Subject to Assessment. All of the Property is subject to the lien for the annual maintenance assessment and any special assessments as described in this instrument, with the exception of the following land:

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

(b) The Common Areas as more particularly defined in Article 11.

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

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

Section 3.9 Effect on Developer. Notwithstanding any provision that may be contained
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to the contrary in this Declaration, for so long as Developer (or any of its affiliates) is the Owner of any Lot, Unit or undeveloped property within the Property, the Developer shall have the option, in its sole discretion, to (i) pay any assessments on the Lots owned by it, or (ii) not to pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than the Developer. The deficit to be paid under option (ii) above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines, rents and incidental income) and any surplus carried forward from the preceding year(s). The Developer may from time to time change the option stated above under which the Developer is making payments to the Association by written notice to such effect to the Association. When all Lots and Units owned by the Developer within the Property are sold and conveyed to purchasers, neither the Developer, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

Section 3.10 Indemnification. The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by Florida Statutes, as amended, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or others matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition or such proceedings and amounts paid in settlement of such proceedings. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified disinterested directors, officers or otherwise, both as to action in his/her official capacity and as to action in another person who has ceased to be a director, officer, committee member, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Notwithstanding, in no event, however, shall any officer, director, committee member, employee or agent be indemnified for his/her own willful misconduct or, with respect to any criminal proceeding, his/her own knowing violation of provisions of law. A ny advancement of expenses provided shall be reimbursed upon a finding of willful misconduct or knowing violations.

Section 3.11 Transfer Fees. The Association may charge a reasonable fee in connection with a transfer or sale of a Lot or parcel in Crystal Lakes . The Association shall have the same lien rights that are given for the collection of assessments if the Owner, transferor or transferee fails to pay such fee on demand.

ARTICLE IV USE RESTRICTIONS

Section 4.1 General. The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manger retained by the Association or Developer, including business offices, models, a sales office, or a resale office) as may more particularly be set forth in this Declaration. The Association, acting through its Board of Directors, shall have the standing and the power to enforce such standards. The Association, acting through its Board of Directors, shall have the authority to make and enforce standards and restrictions governing the uses of the Property, in addition to those contained herein, and to impose reasonable use fees for use of the Common Areas.

(a) Accessory Structures. Dog houses, or structures of similar kind of nature shall

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

(b) Air Conditioning Units. Except as may be permitted by the Board or its designees, no window air conditioning units may be installed in any Unit.

(c) Animals and Pets. No animals, reptiles, livestock, wildlife, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or which, in the sole discretion of the Association, endanger the health and safety of the Owners and their Visitors, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any portion of the Property shall be removed upon the request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Household pets shall at all times, whenever they are outside the Owner's Unit (including the Lot), be confined on a leash held by a responsible person.

(d) Antennas, Satellite Dishes. Developer and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property. The Association shall also have the authority to promulgate rules and regulations governing the antennas and satellite dishes that owners may wish to install or erect, including rules which may restrict the location, placement and types of antennas and satellites. Such rules and regulations must be promulgated in accordance with all FCC regulations applicable.

(e) Artificial Vegetation, Exterior Decorations, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior decorations, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article VI of this Declaration. Notwithstanding, the Association may not preclude the right to display one United States flag. However, the flag must be displayed in a respectful manner and may be subject to reasonable demands as to size, placement and safety as adopted by the Board.

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

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

- (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity does not involve persons coming on the Property who do not reside in the

Property or door-to-door solicitation of residents of the Property, (4) the primary purpose of the Unit is for residential purposes of Owner or family and guests only, and (5) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or a activity undertaken on a n ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Developer with respect to its development and sale of the Property (including any resales) or its use of any Units which it owns within the Property, including the operation of a time-share or similar program.

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

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

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

with the provision of Article III hereof.

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

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

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

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

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

(p) Pools. No above-ground pools shall be erected, constructed or installed on any Lot except that above ground spas and Jacuzzi may be permitted if approved in accordance with Article VI hereof.

(q) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers,

boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Lot except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks, or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit. Any vehicle which is parked in violation of this Section 4.1 (r) or which is in violation of Section 4.1 (r) due to the type of vehicle may be towed by the Board of Directors.

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

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

(t) Tents, Trailers and Temporary Structures. Except as may be permitted by the appropriate committee under Article VI hereof, during initial construction within the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any Lot.

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

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

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

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

(w) Drainage. Catch basins and drainage areas are for the purpose of natural flow of

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

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

(y) Wetlands, Lakes and Ponds. Wetlands, lakes and ponds means those Common Areas so designated on the development plans submitted to Manatee County, this Declaration, the Plat, any addendum thereto, or otherwise designated by Developer and which are areas subjected to permanent or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds shall be kept and maintained by the Association together with any adjacent shoreline in an ecologically sound condition for water retention drainage and water management purposes in compliance with all governmental requirements. Graded lakes shall be maintained with a productive littoral zone in compliance with governmental requirements.

No activity may be undertaken or performed in preserved wetlands, created wetlands, upland buffers to wetlands or upland preservation areas which are contained within the Preserve Area described on the recorded plat of Crystal Lakes Subdivision, if any, unless prior written approval is received from the Environmental Management Division of Manatee County, and the Southwest Florida Water Management District ("SWFWMD") pursuant to Chapter 40D-4, F.A.C. Prohibited activities within the Preserve Area, including preserved wetlands, created wetlands, upland preservation areas and upland buffers adjacent to wetlands include the removal of native vegetation; excavation; placing or dumping of soil, trash or land clearing debris; and construction or maintenance of any building, residence or structure.

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

(z) Environmental Restrictions. Building in or filling of wetland areas shall be prohibited without an approved plan and permit from the Manatee County Environmental Management Division or such other department of Manatee County that has jurisdiction of the

matter at that time and SWFWMD. The environmental restrictions established in this paragraph shall be enforceable by the Developer, the Association, Manatee County, or by SWFWMD and in the event any such enforcement action is commenced, the prevailing party shall be entitled to reimbursement from the opposing party for all Court costs and Attorneys' fees, including negotiation, investigation, trial and appellate proceedings.

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

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

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

(cc) Roofs. Heavyweight dimensional shingles are a minimum requirement for all roofs. Cement tile is also an acceptable roofing material. Roof color should be an integral part of the exterior coloring of the residence. The proportions of the roof shall be consistent with the architectural style of the residence. The fascia and roof overhangs must be in proportion and blend with the rest of the residence.

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

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

All single family residences shall have a driveway of at least 16' in width at the property line. Finished concrete, patterned concrete, bominite pavers and integrated stone finishes are

permitted. Other driveways may also be constructed of brick or interlocking pavers but must be of a stable and permanent construction. Asphalt, blacktop, stained concrete and epoxy bonded aggregate are prohibited.

(ff) Size of Residence. The living area of each residence shall contain a minimum of 1,200 square feet. Living area is defined as heated and or air conditioned areas and exclusive of garages, porches, patios and terraces.

(gg) Landscaping Local Residential Streets. Responsibility for installation and initial maintenance of street trees for a lot is the Developer's until such lot is sold, when responsibility is transferred to the Owners. Such trees for a lot shall be installed prior to a Certificate of Occupancy for each individual lot. **NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED WITHOUT STREET TREES INSTALLED ADJACENT TO THE LOT.**

The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen. Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements of this paragraph. A maximum of 40% of all required trees may be palm trees. Palm trees may be utilized, when grouped at least two (2) together to count as one (1) canopy tree. Each owner shall be responsible for the installation and maintenance of the landscaping.

Section 4.2 Leasing of Units

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

(b) Leasing Provisions

- (1) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing, except with the prior written consent of the Board of Directors. No Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Documents.
- (2) Compliance with the Documents. Every Owner shall cause all occupants of his/her Unit to comply with the Documents, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the documents. All lessees shall agree to comply with the Documents.

Section 4.3 Exculpations and Approvals. Developer, the Association, and the NCC, the MC or any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without liability of any nature or kind to Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from

any and all damages resulting therefrom, including, but not limited to, Court costs and reasonable Attorneys' fees. Every consent, permission or approval by Developer, the Association, the NCC, the MC or their agents under this Declaration shall be in writing, and binding upon all Persons.

Section 4.4 Community-Wide Standards, Rules. The Association, through the Board, shall have the right to promulgate and impose further Community-Wide Standards or any rules and regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, the Common Areas, and any improvements located thereon.

ARTICLE V DEVELOPER'S RIGHTS

Section 5.1 Purpose. The purpose of this Article V is to set forth certain Developer's rights, and to refer, for ease of reference to, certain other Developer's rights set forth in this Declaration. The purpose of this Article V shall in no way be a limitation of any rights of Developer otherwise set forth in this Declaration or as provided under law.

Section 5.2 Duration of Rights. The rights of Developer set forth in this Declaration that refer to this Article V shall extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in the Property; or (ii) the determination by Developer in a statement in writing placed of Public Record; or (iii) December 31, 2015.

Section 5.3 Construction, Marketing. In recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of the Property, Developer hereby reserves for itself, its successors, designees and assigns, the right to use all Common Areas and all other portions of the Property in conjunction with and as part of its program of sale, leasing, construction, marketing, and development including, but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales and rental offices, place signs, employ sales rental personnel, show Units, and use portions of the Property and Units and other improvements owned by Developer or the Association for purposes set forth above and for storage or construction materials and for construction and assembling construction components without any cost of Developer and its successors, nominees and assigns for such rights and privileges. In addition to its other rights to use the Common Areas and Exclusive Common Areas, Developer, its successors, designees and assigns, shall have the right to use all or any portion of any building thereon as a sales, rental, or construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or property pertaining to the sale, construction, marketing, maintenance and repair efforts of Developer shall not be part of the Common Areas or Exclusive Common Areas and shall remain the property of the Developer or its nominees, as the case may be. Developer shall have the right to construct, maintain and repair structures and landscaping and other improvements to be located on the Property as Developer deems necessary or appropriate for the development of the Property. Developer's use of any portion of the Property as provided in this Paragraph shall not be a violation of the Documents.

Section 5.4 Scope. The rights and privileges of Developer, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Developer, its successors, designees and assigns, under any

Document. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Developer that may not be suspended, superseded or modified in any manner unless same is consented to by Developer, and such rights may be assigned in writing by Developer in whole or in part as Developer deems appropriate.

Section 5.5 Model Homes. No Model homes shall be permitted without the prior written consent of Developer.

ARTICLE VI ARCHITECTURAL STANDARD AND REVIEW

Section 6.1 Architectural Standards. No construction (which term shall include within its definition staking, clearing, excavating, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to subsections (a) and (b) below. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specification.

This Article shall not apply to construction on or improvements or modifications to the Common Areas made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article VI. This Article may not be amended without the Developer's prior written consent so long as the Developers owns any land subject to this Declaration or subject to annexation to this Declaration.

(a) New Construction Committee. The New Construction Committee ("NCC") shall have exclusive jurisdiction to review and approve all original construction on any portion of the Property. Developer retains the right during the period provided for in Section 5.2 hereof to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in (b) below for the Modifications Committee.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and develop guidelines and application and review procedures ("Design Guidelines"). Copies shall be available from the NCC for review. The Design Guidelines shall be those of the Association, and the NCC shall prepare and amend them, subject to the Board's authority to review and approve the Design Guidelines. In event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within twenty (20) days after submission thereof, the plans shall be deemed disapproved.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three (3), but not more than nine (9), persons, all of whom shall be appointed by the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing

Units or to structures on the Lots. Until establishment of the MC, the NCC shall have jurisdiction over all improvements and modifications in accordance with this Section.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice ("Modification Guidelines"), consistent with those of the NCC. In the event of any conflict, the ruling of the NCC shall be controlling.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modification additions or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired; provided, the modifications and alterations to the interior of screened porches, patios and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within twenty (20) days after submission, the plans shall be deemed disapproved.

Section 6.2 No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or other matter whatever subsequently or additionally submitted for approval or consent.

Section 6.3 Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, or (b) stop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6.4 No Liability. No review or approval by the NCC or the MC shall imply or be deemed to constitute an opinion by NCC or the MC, nor impose upon the NCC, the MC, the Association, Developer or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the NCC or the MC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other Person or purpose, and no Person shall have any right to rely thereon, and any review or approval by the NCC or the MC will create no liability whatsoever of the NCC, the MC, Developer or the Association to any other Person or party whatsoever.

Section 6.5 Compliance. Any Contractor, Subcontractor, Agent, Employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

Section 7.1 Enforcement Rights of the Association.

(A) In addition to all other remedies, the Association may impose a fine on an owner for failure of such owner, his family members, guests invitee, tenants and licensees to comply with any provisions of this Declaration, the Bylaws, the Articles of Incorporation or any rules and regulations promulgated by the Board of Directors. The Association shall grant reasonable notice and opportunity to be heard by a committee of at least three members appointed by the board. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed. Fines shall be in such reasonable amounts as the Board shall determine and in accordance with Section 720.305(2), Florida Statutes, as amended from time to time. Fines shall be considered a special assessment against the owner's parcel and the Association shall have the right to collect a fine in the same manner as it collects assessments.

(B) The Association may suspend the voting rights of a member for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

(C) The Association may suspend the rights of an owner, and/or an owner's tenants, guests or invitees to use the Common Areas and facilities for violation of the Declaration, the Bylaws, the Articles of Incorporation or any rules and regulations promulgated by the Board of Directors.

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

Section 7.2 Notices to Owners. Any notice required to be sent to any Owner under the provisions of this instrument shall be properly sent if mailed, postage prepaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of the mailing, and it shall be the responsibility of the Owner to notify the Association in writing of any change of address.

Section 7.3 Amendments. These Covenants and Restrictions may be amended by the Developer so long as the Developer owns one (1) Lot for sale in the normal course of business or more in the Subdivision or by the written consent of the Owners of a majority of Lots in the Subdivision. Amendment by a majority of Lots cannot be valid, however, if the Developer owns any Lot in the Subdivision unless Developer consents thereto. Said consent shall not be unreasonably withheld by the Developer. Such amendment shall become effective when duly executed and recorded in the Public Records of Manatee County, Florida.

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

Section 7.4 Supplements, Rules and Regulations. Developer reserves the right to adopt supplemental covenants and restrictions and rules and regulations with respect to the property or any portion of it, as long as the supplemental covenants and restrictions do not conflict with the terms and provisions of this instrument.

Section 7.5 Transfer of Title to Association. Developer may from time to time transfer portions of the Common Areas to the Association. Developer may, in this transfer of title, subject the title to such easements, reservations, restrictions and limitations as the Developer deems appropriate. The Association shall be obligated to accept title to each parcel as the Developer deems appropriate.

The Association shall be obligated to accept title to each parcel delivered by Developer, and thereafter, to maintain the land described in the deed for the purposes provided in this instrument and to pay all taxes that subsequently become due and owing.

Section 7.6 Assignment to Association. Developer reserves the right to assign and delegate to the Association any portion or all of its rights, title, interest, duties and obligations created by this instrument and the Association agrees to accept this assignment.

Section 7.7 Withdrawal of Property. Developer reserves the right, at any time, to withdraw from the effect of this instrument any land owned by it if consistent with the Resolution, and if the land to be withdrawn would not completely or practicably sever the remaining land, and if the withdrawal would not materially increase the annual assessment against Property in Crystal Lakes remaining subject to this instrument.

Section 7.8 Interpretation. The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument.

Section 7.9 Term. These Covenants and Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the Owners of seventy-five percent (75%) of the Lots in the Subdivision execute and record in the Public Records of Manatee County, Florida, an instrument specifically rejecting a subsequent renewal.

Section 7.10 Invalidity. The invalidation of one or more of the provisions of this instrument by a final order of a court of competent jurisdiction shall not affect or modify any other provisions, which shall remain in full force and effect. Failure by any party to enforce any of the provisions of this instrument shall not be deemed to be a waiver of the right to do so in the future.

Section 7.11 Effective Time and Date. This instrument shall take effect at the time and on the date that it is recorded in the Public Records of Manatee County, Florida.

Section 7.12 Access. Developer and the Association shall have the right to access on any Lots or any improvements constructed on Lots, between the hours of 9:00 A.M. and 5:00 P.M., upon advance notice to the Owner to determine whether or not an Owner has complied with the provisions of this instrument relating to land use.

Section 7.13 Discretion. Whenever the provisions of this instrument require approval of Developer or Association, the approval may be either granted or denied in the sole discretion of either Developer or the Association.

Section 7.14 Subordination. Developer and Association agree that their respective interests under this instrument are subordinated to the lien, encumbrance and operation of any mortgages existing at the time of its recordation that encumber any portion of the Property and any additional, replacement, or subsequent mortgages obtained by Developer to finance improvements to the Property or any part of it. Although these provisions are self-executing, the Association shall execute such instruments in recordable form to evidence further this subordination of its interests as Developer may request.

Section 7.15 Enforcement of These Restrictions.

(a) Enforcement by Manatee County of these Restrictions. Manatee County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the subdivision. Furthermore, no Amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Manatee County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Manatee County.

In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Manatee County standards, Manatee County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed prorate against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by Manatee County. The rights of Manatee County contained in this restriction shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Subdivision.

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

Section 7.16 Notice About Agricultural Land. All Owners are hereby notified that there are neighboring agricultural uses, including possible use of pesticides and herbicides and of odors and noises associated with agricultural uses.

Section 7.17 Manatee County Plat Requirements. Pursuant of Manatee County Plat requirements, the following is a list of Exhibits:

Exhibit "A"	Legal Description of Property,
Exhibit "B"	Notice to Buyers,

Exhibit "C"	Listing of Holdings,
Exhibit "D"	Maintenance Program,
Exhibit "E"	Fiscal Program,
Exhibit "F"	Right of Entry and Compliance with Manatee County Land Development Code,
Exhibit "G"	Articles of Incorporation,
Exhibit "H"	Bylaws,
Exhibit "I"	SWFWMD Permit, and
Exhibit "J"	Integrated Pest Management Plan.

**ALSO ATTACHED IS EXHIBIT
"K" – STREET TREE
SCHEDULE**

IN WITNESS WHEREOF, the Developer, Morrison Homes, Inc, a Delaware corporation has executed this instrument this 9th day of September, 2005.

Witnesses:

Morrison Homes, Inc,
a Delaware corporation

Susan T. Hardy
Susan T. Hardy

[Signature]
By: Brad Foster, VP Operations

[Signature]
Annette Grady

STATE OF FLORIDA
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 9th day of September, 2005, by Brad Foster, VP Operations of Morrison Homes, Inc., a Delaware corporation, who is personally known to me.



Mary Erin Gostkowski
Notary Public (Signature)
Print Name: Mary Erin Gostkowski
Commission No. DD252995
My Commission Expires: Sept. 24, 2007

EXHIBIT "A"

LEGAL DESCRIPTION

Crystal Lakes

4/23/04

That part of the NW $\frac{1}{4}$ lying south of the centerline of the "Buffalo" canal; AND the North $\frac{1}{2}$ of the SW $\frac{1}{4}$; AND, the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, less the west 440 feet of all of the above described property, all lying and being in Section 28, Township 33 South, Range 18 East, Manatee County, Florida. LESS and EXCEPT rights of way taken by the State of Florida for State Road 93 (Interstate 75) as more fully described in Final Judgments appearing in O.R. Book 1039, Page 1260, and in O.R. Book 1039, Page 1263, all Public Records of Manatee County, Florida. TOGETHER with an easement for ingress and egress from Erie Road over the South 20 feet of the west 440 feet of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 28, Township 33 South, Range 18 East.

EXHIBIT "B" (page 1 of 4)

NOTICE TO BUYERS

To the Purchasers of Lots in **Crystal Lakes**, Manatee County, Florida:

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

1. The Declaration of Covenants, Conditions and Restrictions for Crystal Lakes Subdivision as amended from time to time ("Crystal Lakes Subdivision"), a copy of which shall be provided to you upon execution of your contract to purchase.
2. Ownership of a Lot in Crystal Lakes Subdivision automatically makes you a member of the **Crystal Lakes Homeowner's Association of Manatee, Inc...**
3. The Crystal Lakes Homeowner's Association owns and controls the association property, as described in the Listing of Holdings and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation, and Bylaws of the Association. A ten year Fiscal Program is included as part of the Declaration to provide adequate reserve funds for the Association.
4. The initial proposed assessment by the **Crystal Lakes Homeowners Association of Manatee, Inc.** is \$350.00 annually for each Lot within the Crystal Lakes Subdivision. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.
5. The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to the final site plan approval for Crystal Lakes. Such plan approval requires that each Lot owner plant one (1) canopy tree for every fifty (50) linear feet of right of way in accordance with the lot tree matrix attached as Schedule 1. Each tree shall have a minimum of 10' height and 4' spread, and two and one-half inch (2 1/2") caliper diameter trunk at planting, with the additional requirements that (i) trees shall be planted within the first twenty (20) feet of the front yard, but not within a public or private utilities easement, and not closer together than twenty five (25) feet unless a decorative grouping or an alternative method is chosen and approved by Manatee County; (ii) trees must meet the requirements of this paragraph whenever they meet the spacing and size requirements hereof, and no certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this paragraph have been satisfied. Upon such initial planting, each Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County, Florida. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. If an

EXHIBIT "B" (page 2 of 4)

Owner fails to comply with the foregoing requirements, then after notice and compliance with the procedural requirements as stated in the Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected, such costs shall be treated as a Common Expense. For tree requirements per Lot, please see attached Schedule K.

6. The following language is included as part of the deed restrictions for each Lot:
- Unless otherwise specified by the terms of the applicable Southwest Florida Water Management District permit, two copies of all information and reports required by the applicable permit shall be submitted to:

Sarasota Regulation Department
Southwest Florida Water Management District
6750 Fruitville Road
Sarasota, FL 34240-9711
 - "Each property owner within the subdivision at the time of construction of a building, residence, or other structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."
 - The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule. For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
 - The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Sarasota Service Office.
7. Persons purchasing lots in Crystal Lakes are hereby notified of the presence of neighboring agricultural uses, which may possibly include pesticides and herbicides and may have odors and noises associated with such uses.
8. All homes along the southern perimeter shall be limited to one story in height.

EXHIBIT "B"

(page 3 of 4)

9 Persons purchasing Lots in Crystal Lakes are hereby notified that 60th Avenue East/Buffalo Road is planned to be extended or widened along the west property line of the Crystal Lakes Subdivision.

10 Unless permitted by the Manatee County Land Development Code, the following acts and activities are **prohibited** within the boundaries of any Conservation Easement within the Crystal Lakes Subdivision without the prior consent of Manatee County:

- Construction or placing of buildings, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts of uses detrimental to such retention of land or water areas.

"View Easement" is noted on the plat at the end of ; 50th Place East, 51st Terrace East, 53rd Place East, 54th Terrace East and 56th Terrace East. This means that no landscape or any other structure will be placed at the end of any of these cul'd'sac. This is mean to not have the view be obstructed.

The presently planned source of irrigation for the common areas will be a well in the 20' buffer adjacent to Buffalo Road or other non-public water sources. Such irrigation water is not for human consumption. The Code requires that all users of the irrigation system comply with all provisions of the Water Shortage Plan and the Water Shortage Emergency.

Exhibit "B" (page 4 of 4)

11. " A portion of Crystal Lakes falls in Flood Zones AE and X, with Base Flood Elevations of twenty feet through twenty-one feet above Mean Sea Level, and a portion of Crystal Lakes (but no Lots) encroaches into the regulatory floodway of Frog Creek. Lots 5 through 17, 60 through 70, 99 through 101, 103, 107 through 120, 122 through 137, 139 through 143, 145 through 160, 162 through 185, and 192 through 199 encroach into Flood Zone AE. For these lots, at the time of application for a building permit, a sealed survey must be submitted to Manatee County showing the FIRM panel number, flood zone, floodway lines, base flood elevation, and existing and proposed grades of the lot, unless FEMA has approved a Letter of Map Revision for the Lot. The Declarant is applying for a Letter of Map Revision for all of these lots.

Manatee County Ordinance 89-10, as revised, requires the lowest finished floor in Flood Zone AE must be one foot above the Base Flood elevation. If any structure is constructed in the AE Flood Zone, a Floodplain Management Permit will be required by Manatee County.

If a lot lies within Flood Zone AE, a mortgage lender may require the owner to purchase flood insurance. **THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER'S FLOOD DETERMINATION MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION."**

12. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Covenants or Restrictions of the Crystal Lake Homeowner's Association, or any Lot sales contract between a purchaser and the Developer.

The landscape plan can be found in the Records Management Division of the Planning Department in final site plan PDC-03-27/FSP-04-56, approved 08/27/04.

EXHIBIT "C"

CRYSTAL LAKE, ASUBDIVISION

LISTING OF HOLDINGS

The following is a complete listing of all common open space and improvements of the CRYSTAL LAKE HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC. a non-profit Florida corporation. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities and other holdings as described, and depicted on the plat as "Tracts D, E, F and G.

- TRACT A** - Consists of a 12.29 acre (MOL) parcel of land designated as lake and includes a 02' public flowage easement running through it, a 15' utility easement, and a 5' sidewalk easement.
- TRACT B** - Consists of 13.36 acre (MOL) parcel of land designated as existing lake and includes a 20' public flowage easement running through it.
- TRACT C** - Consists of a 1.13 acre (MOL) parcel of land designated as lake and includes a 20' public flowage easement running through it.
- TRACT D** - Consists of a 0.63 acre (MOL) parcel of land designated as roadway buffer and non ingress/egress easement and includes a portion of a 10' public utility easement.
- TRACT E** - Consists of a 0.30 acre (MOL) parcel of land designated as landscape and sidewalk buffer area and includes a 10' utility easement and a 6' public sidewalk easement.
- TRACT F** - Consists of 2.27 acre (MOL) parcel of land designated as variable width buffer and includes a portion of utility easement recorded in O.R. Book 908, Page 749.
- TRACT G** - Consists of a 0.66 acre (MOL) parcel of land designated as passive Recreation area and includes a varying width Buffalo Canal access easement.
- TRACT H** - Consists of a 0.11 acre (MOL) parcel of land designated as a pocket park.
- TRACT I** - Consists of a 0.21 acre (MOL) parcel of land designated as recreation area and includes children's playground equipment, a multipurpose court, and a 20' public drainage and access easement.
- TRACT J** - Consists of a 0.93 acre (MOL) parcel of land designated as private access and drainage easement and includes a 10' utility easement.

EXHIBIT "D"

MAINTENANCE PROGRAM

A maintenance program has been established for the operation and care of the subdivision amenities. The following is a schedule for the inspection and maintenance of all lands and uses under the purview of the Crystal Lakes Homeowner's Association.

Weekly:	Recreation and Grounds – Cleaning and maintenance service.
Bi-Weekly:	Landscape and Lawn Service
Monthly:	Tree and Landscape Service.
Quarterly:	Cleaning and maintenance of all lake areas.
Yearly:	Painting and repair of recreation area equipment and replacement of signs, trees and shrubbery if necessary.

**Crystal Lakes
Estimated Budget for Ten Years from 2005-2014**

Description	Monthly Per Lot	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Lots for Assessment	199	36	108	180	199	199	199	199	199	199	199
Monthly Assessments	33	33	34	35	35	36	37	38	38	39	40
Cost of Living Increase	2%	100%	102%	104%	106%	108%	110%	112%	114%	116%	118%
Assessments		\$14,400	\$44,064	\$74,909	\$84,472	\$86,162	\$87,885	\$89,643	\$91,435	\$93,264	\$95,129
Expenses											
Common Area Expenses	\$1.06	\$456	\$1,377	\$2,307	\$2,566	\$2,617	\$2,670	\$2,723	\$2,778	\$2,833	\$2,890
Landscaping & Irrigation	\$8.79	\$3,799	\$11,473	\$19,224	\$21,384	\$21,812	\$22,248	\$22,693	\$23,147	\$23,610	\$24,082
Fertilizer	\$2.51	\$1,085	\$3,278	\$5,493	\$6,110	\$6,232	\$6,357	\$6,484	\$6,614	\$6,746	\$6,881
Pond Maintenance	\$1.76	\$760	\$2,295	\$3,845	\$4,277	\$4,362	\$4,450	\$4,539	\$4,629	\$4,722	\$4,816
Electricity	\$1.01	\$434	\$1,311	\$2,197	\$2,444	\$2,493	\$2,543	\$2,594	\$2,645	\$2,698	\$2,752
Gazebo/Tot Lot	\$0.50	\$217	\$656	\$1,099	\$1,222	\$1,246	\$1,271	\$1,297	\$1,323	\$1,349	\$1,376
Wall Maintenance	\$1.26	\$543	\$1,639	\$2,746	\$3,055	\$3,116	\$3,178	\$3,242	\$3,307	\$3,373	\$3,440
Administrative Expenses	\$13.94	\$6,021	\$18,182	\$30,466	\$33,889	\$34,567	\$35,258	\$35,964	\$36,683	\$37,417	\$38,165
Reserves	\$2.51	\$1,085	\$3,278	\$5,493	\$6,110	\$6,232	\$6,357	\$6,484	\$6,614	\$6,746	\$6,881
	\$33.33	\$14,400	\$43,488	\$72,870	\$81,057	\$82,678	\$84,332	\$86,019	\$87,739	\$89,494	\$91,284

Exhibit "E"
Fiscal Program

EXHIBIT "F"**RIGHT OF ENTRY**

And

COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Restrictions and Protective Covenants for Crystal Lakes.

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Property as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Property, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Property, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in the Common Property shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Property in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by Property Owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
- V. **Violations.** Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. **Amendments.** Notwithstanding any other provision of this Declaration relating to amendments, neither this Exhibit, nor any provision of this Declaration affecting this Exhibit, may be amended without the written consent of Manatee County.