

Prepared by & Return to:  
Telese Brown McKay, Esq.  
Icard | Merrill et al.  
2033 Main Street, Suite 600  
Sarasota, FL 34237

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OF PINEHURST ESTATES,  
ARTICLES OF INCORPORATION AND  
BYLAWS OF PINEHURST ESTATES CONDOMINIUM ASSOCIATION, INC.**

**THIS CERTIFICATE OF AMENDMENT** is executed this 25 day of April, 2019, by **PINEHURST ESTATES CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter "Association").

**RECITALS**

**WHEREAS**, the Association has been established for the operation of Pinehurst Estates, a Land Condominium, in accordance with the Declaration of Condominium of Pinehurst Estates that was recorded in Official Records Book 1444, Page 1613 of the Public Records of Manatee County, Florida, as amended from time to time ("Declaration"); and,

**WHEREAS**, the Articles of Incorporation of Pinehurst Estates Condominium Association, Inc. ("Articles") of the Association were filed with the State of Florida on September 20, 1994 and recorded in Official Records Book 1444, Page 1613 of the Public Records of Manatee County, Florida, as amended from time to time; and,

**WHEREAS**, the Bylaws of Pinehurst Estates Condominium Association, Inc. ("Bylaws") of the Association were recorded in Official Records Book 1444, Page 1613 of the Public Records of Manatee County, Florida; and,

**WHEREAS**, amended and restated versions of the Declaration, Articles and Bylaws were submitted to and properly approved by the requisite number of Members of the Association at an Annual Meeting of the Members held on February 28, 2019, which Annual Meeting was reconvened on March 28, 2019, at which a quorum was present and duly noticed in accordance with Florida Statutes and the Association's Bylaws.

**NOW THEREFORE**, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Declaration, Articles and Bylaws recorded in the Instrument Book and Page Numbers described above have hereby been replaced by the attached Amended and Restated Declaration of Condominium of Pinehurst Estates A Land Condominium, the attached Amended and Restated Articles of Incorporation of Pinehurst Estates Condominium Association, Inc. and the attached Amended and Restated Bylaws of Pinehurst Estates Condominium Association, Inc.

3. All current and future Members of the Association are hereby bound by the attached documents.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 25 day of April, 2019.

WITNESSES:

**Pinehurst Estates Condominium Association, Inc.,**  
a Florida not-for-profit corporation

Daniel Hilts

Print Name: DANIEL HILTS

By: [Signature]  
Reba Pressley, President

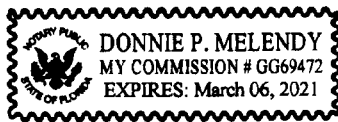
[Signature]

Print Name: SALV. BONFANTI

(Seal of Corporation)

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by Reba Pressley, as President of Pinehurst Estates Condominium Association, Inc., a Florida not-for-profit Corporation. She (who is personally known to me) (who has produced \_\_\_\_\_ as identification) and (did) (did not) take an oath.



[Signature]  
Signature of Notary Public

Print Name: Donnie P. Melendy

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seal  
this 25 day of April, 2019.

WITNESSES:

**Pinehurst Estates Condominium  
Association, Inc.,**  
a Florida not-for-profit corporation

*Daniel Hilts*

By: *[Signature]*  
Sherill Henegar, Secretary

Print Name: DANIEL HILTS

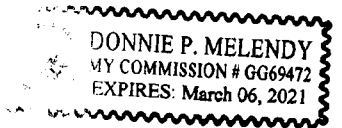
*Sal Bonfanti*

Print Name: SAL N. BONFANTI

(Seal of Corporation)

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 25 day of  
April, 2019, by Sherill Henegar, as Secretary of Pinehurst Estates  
Condominium Association, Inc., a Florida not-for-profit Corporation. She (who is  
personally known to me) (who has produced \_\_\_\_\_ as  
identification) and (did) (did not) take an oath.



*Donnie P. Melendy*  
Signature of Notary Public

Print Name: Donnie P. Melendy

Document #962250

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM OF PINEHURST ESTATES**  
**A Land Condominium**

*[Substantial Rewording of the Declaration of Condominium of Pinehurst Estates.  
See original Declaration of Condominium and prior amendments for present text.]*

**ARTICLE I**  
**INTRODUCTION AND SUBMISSION**

Certain lands located in Manatee County, Florida, (the "Property"), more specifically described in Exhibit "A" attached hereto, and all improvements erected thereon, as well as all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, have been submitted to the condominium form of ownership and use.

Pinehurst Estates was constructed in two (2) phases. The original Declaration of Condominium of Pinehurst Estates submitting Phase A to condominium ownership in September of 1994 was recorded in Official Records Book 01444, Page 1613 of the Public Records of Manatee County, Florida. Phase B was submitted to condominium ownership in March of 2000 via an Amendment to the Declaration of Condominium of Pinehurst Estates recorded in Official Records Book 1626, Page 4866 of the Public Records of Manatee County, Florida. Collectively, Phases A and B constitute the community of Pinehurst Estates, and are subject to the Florida Condominium Act (Chapter 718, Florida Statutes), as amended from time to time.

The Property is divided into parcels creating a land condominium consisting of a total of fifty-four (54) Units, which are further described in the Plat of Pinehurst Estates recorded in the Amended Plat of Pinehurst Estates, Phase A, recorded in Condominium Book 28, Pages 128 through 136, inclusive, of the Public Records of Manatee County, Florida, and in the Plat of Pinehurst Estates, Phase B, recorded in Condominium Book 29, Pages 152 through 160, inclusive, of the Public Records of Manatee County, Florida. Collectively, the Plats are attached hereto as Exhibit "B".

**ARTICLE II**  
**DEFINITIONS**

The terms used in the Condominium Documents, and all amendments and supplements thereof, shall have the meanings set forth below and in the Condominium Act, unless the context otherwise requires.

- 2.1 "Articles" means the Amended and Restated Articles of Incorporation of Pinehurst Estates Condominium Association, Inc. a copy of which is attached hereto as Exhibit "C," and made a part hereof, as they may be amended from time to time.
- 2.2 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against each Unit.
- 2.3 "Association" means Pinehurst Estates Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of this Condominium.
- 2.4 "Association Property" means all property, real and personal, owned or leased by the Association for the use and benefit of the Owners, and such other persons to whom the Association may grant use rights.
- 2.5 "Board of Directors" or "the Board" means the representative body, which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration."

- 2.6 **"Bylaws"** means the Amended and Restated Bylaws of Pinehurst Estates Condominium Association, Inc., a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference, as they may lawfully be amended from time to time.
- 2.7 **"Common Elements"** refer to the following:
- (a) All improvements and parts of the Condominium Property described in Exhibits "A" and "B" which are not included within the Units.
  - (b) Any utility areas and installations and all utility services which are available to more than one (1) Unit or to the Common Elements and which are not owned by the respective utility companies.
  - (c) Easements through Units for conduits, ducts, plumbing, cables, wiring and other facilities for the furnishing of utilities and other services to multiple Units and the Common Elements.
- 2.8 **"Common Expenses"** means the expenses for the operation, maintenance, repair, or replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expenses by the Condominium Act, the Declaration, Articles of Incorporation, or the Bylaws, including but not limited to the following:
- (a) Costs of operation, maintenance, repair and replacement of the Common Elements and Limited Common Elements.
  - (b) Costs of management of the Condominium and administrative costs of the Association, including professional fees and expenses.
  - (c) Costs of pest control, water and sewerage service, garbage collection and trash removal, electricity and other utilities, unless a majority of the Board of Directors deems it to be appropriate to separately meter for such services and/or utilities, in which case the costs thereof shall be paid by the Unit Owners directly.
  - (d) Labor, material and supplies used in conjunction with the Common Elements.
  - (e) Damages to the Condominium Property in excess of insurance coverage.
  - (f) Salary of the manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;
  - (g) Premium costs of fire, windstorm, flood and other property and liability insurance as provided herein.
  - (h) Cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased or obtained for the benefit of the Members of the Association, subject to limitations provided herein.
  - (i) Charges for cable television, internet, telephone or other telecommunication services in bulk for all Units, the cost of such services shall be a Common Expense. In such event, the Board shall contract for such standard services as it may deem appropriate, with any additional services to be at the option and cost of the individual Unit Owners.

- (j) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Florida Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws.
  - (k) The Unit Owner's pro rata share of the expenses incurred by the Association in connection with the Common Facilities, as herein defined.
- 2.9 **"Common Surplus"** means the excess of all receipts of the Association, collected on behalf of the Association (including but not limited to Assessments, rents, profits, and revenues on account of the Common Elements) over the amount of the Common Expenses.
- 2.10 **"Condominium Act"** means Florida Statutes, Chapter 718, as amended from time to time. The Condominium Act is hereby adopted by express reference, except where permissive variances appear in the Condominium Documents.
- 2.11 **"Condominium Documents"** means this Amended and Restated Declaration of Condominium, and all recorded exhibits hereto, as amended from time to time.
- 2.12 **"Condominium Parcel"** means a Unit, together with the undivided share in the Common Elements, which is appurtenant to the Unit and all other appurtenances to such Unit as provided herein.
- 2.13 **"Condominium Property" or "Property"** means the land subjected to Condominium ownership pursuant to Article I hereto, together with all easements and other rights appurtenant thereto and intended for use in connection with the Condominium.
- 2.14 **"Declaration"** means this Amended and Restated Declaration of Condominium, as it may be amended and/or supplemented from time to time.
- 2.15 **"Director"** means a member of the Board of Directors.
- 2.16 **"Family" or "Single Family"** means any one of the following:
- (a) One (1) natural person;
  - (b) Two (2) or more natural persons who commonly reside together as a single housekeeping unit; and,
  - (c) The parents, children, siblings, grandparents and grandchildren of the natural persons residing together as a single housekeeping unit.
- 2.17 **"Guest"** means any person who is physically present in a Unit or occupies a Unit on a temporary basis without the payment of consideration.
- 2.18 **"Limited Common Elements"** mean those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.
- 2.19 **"Owner" or "Unit Owner"** means a record owner of the legal title to a Condominium Parcel.
- 2.20 **"Pinehurst Commons" or "Common Facilities"** shall refer to Pinehurst Common Facilities Association, Inc., which serves as the master association for the Association.

- 2.21 **“Plat”** collectively refers to the surveys, plats and plot plans for the Condominium Property, attached hereto as Exhibit “B” and incorporated herein by reference, as same may be amended and/or supplemented from time to time.
- 2.22 **“Rules and Regulations”** means the rules and regulations promulgated, from time to time, by the Board of Directors concerning the use of the Units, Common Elements and the operation of the Association.
- 2.23 **“Tenant”** means any person (other than a Family member that has been designated a permanent occupant in accordance with Article XIII herein) occupying a Unit without the Owner present for more than a total of thirty (30) days within a twelve (12) month period, regardless of whether that person is paying rent or other consideration for the benefit of occupying the Unit.
- 2.24 **“Unit”** means a part of the Condominium Property that is subject to exclusive ownership. Where the context may be appropriate, the term Unit shall refer to a Condominium Parcel of which such Unit is a part.
- 2.25 **“Utilities”** means electrical power, gas, water (both potable and for irrigation purposes), sanitary sewers, garbage and trash collection and disposal, cable television and other telecommunications services, drainage, telephone and all other public service and convenience facilities.
- 2.26 **“Voting Interests”** refers to the arrangement established in the Condominium Documents by which the Owners of each Unit, collectively, are entitled to one (1) vote in Association matters.
- 2.27 **“Voting Member”** means the representative selected by the record Owner(s) of a Unit to be responsible for casting all votes of the Owners as members of the Association.

**ARTICLE III**  
**ALL OWNERS BOUND**

All of the restrictions, reservations, covenants, conditions, easements and limitations contained herein shall constitute covenants running with the land or equitable servitude on the land, as may be applicable, shall run perpetually unless terminated as provided herein, and shall be binding upon all Owners and those claiming by, through, under or against such Owners. By acceptance of any Unit, all Owners agree to be bound by the Condominium Documents. Both the benefits provided and the burdens imposed shall run with each Unit and interest in the Common Elements.

**ARTICLE IV**  
**NAME**

The name of this Condominium is Pinehurst Estates, a Condominium.

**ARTICLE V**  
**FRACTIONAL SHARES OF OWNERSHIP**

There shall be appurtenant to each Unit a one fifty-fourth (1/54<sup>th</sup>) share in the Common Elements and the Common Surplus. Each Unit shall also be responsible for one fifty-fourth (1/54<sup>th</sup>) share of the Common Expenses.

**ARTICLE VI**  
**PLAT AND UNIT BOUNDARIES**

6.1 **Plats.** The Plats, collectively attached hereto as Exhibit “B” and made a part hereof, include a survey of the land within the Condominium Property and plot plans, which graphically describe where the Units are located.

**6.2 Unit Boundaries.** Pinehurst Estates is a land condominium. Each Unit shall include that part of the Condominium Property which lies within the boundaries of the Unit, which boundaries are as follows:

- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the same as the upper and lower boundaries of a parcel of real estate owned in fee simple and shall be determined in the same manner and under the same laws which establish the upper and lower boundaries of such a parcel of real estate.
- (b) **Perimeter Boundaries.** The perimeter boundaries of the Unit shall be as shown on Exhibit "B", wherein each Unit is identified and the perimetrical boundaries of each Unit are indicated by four (4) or more intersecting solid line, extended to intersections with each other and the upper and lower boundaries.

In cases not specifically covered in this Section 6.2, or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth on the Plat shall control in determining the boundaries of a Unit.

**6.3 Condominium Parcel.** Each Condominium Parcel shall include a Unit, together with the following appurtenances and any other appurtenances now or hereafter provided for in this Declaration or the Condominium Act:

- (a) An equal undivided fractional ownership share in the Common Elements of the Condominium and the Common Surplus set forth in Article V.
- (b) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Condominium Documents.
- (c) The right to use the Limited Common Elements appurtenant to the Unit, and the non-exclusive right to use the Common Elements for the purposes for which they are intended, subject to the provisions of the Condominium Documents, and the Rules and Regulations.
- (d) Other appurtenances as may be provided by law or by this Declaration and its Exhibits.

**6.4 Restraint Upon Separation and Partition.** The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and passes with the title to the Unit, whether separately described or not. No Owner may maintain an action for partition of the Common Elements. An Owner's interest in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his/her/its Unit.

**6.5 Possession and Enjoyment.** Each Owner is entitled to the exclusive possession of his/her/its Unit subject to the provisions of the Condominium Documents. Each Owner is also entitled to use of the Common Elements, subject to the provisions of the Condominium Documents, for the purposes for which they are intended, but such use shall not hinder or encroach upon the lawful rights of other Owners. There is a joint use of the Common Elements and mutual easement for this purpose is hereby created.

## **ARTICLE VII EASEMENTS**

**7.1 Easements.** Each of the following easements and easement rights are established and reserved over, across, under and through the Condominium Property, and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. To the extent such easements benefit or are in favor of an Owner or his/her/its Unit, they shall be deemed an appurtenance to such Unit.

- (a) **Ingress and Egress.** A perpetual, non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests and invitees for pedestrian traffic over,

through, and across walkways, streets, paths, walks, stairs and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved or intended for such purposes.

- (b) **Utilities and Drainage.** Perpetual easements shall exist for the installation, construction, repair, maintenance and replacement of private and public utility lines, and private and public drainage facilities and equipment under and over the surface of the condominium lands. All public and private utility and drainage companies rendering utility and drainage services to this Condominium shall have and are hereby granted a perpetual nonexclusive easement over, across, under and through all of the Common Element areas of the Condominium and portions of Units not occupied by a building for the purpose of construction, installation, maintenance, repair and replacement of equipment and improvements providing service for this Condominium and for the purpose of reading meters in connection therewith. The exercise of said easement shall not include the right to disturb any building or structure on the Common Elements, Limited Common Elements, or Units, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event it is necessary to disturb the surface of the land in the exercise of said easement, the roadways, grass, landscaping and other improvements which are disturbed shall be restored by the utility or drainage company responsible therefor as soon as practicable to their prior condition as nearly as possible.
- (c) **Perimeter Wall/Fence.** A perpetual easement exists for the installation, construction, repair, maintenance and replacement of a common wall or fence within the five (5) foot drainage utility and wall/fence easement areas shown on the Plat, together with the right of ingress and egress over and across such portion of the Units not occupied by buildings for the purpose of providing access to and from such easement area and to provide for the construction, installation, repair, maintenance and replacement of such wall/fence from time to time.
- (d) **Encroachments.** In the event that any Unit (or any improvements constructed within such Unit or the Limited Common Elements appurtenant to such Unit) shall encroach upon any of the Common Elements or upon any other Unit (or Limited Common Elements appurtenant thereto) for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit (or Limited Common Elements appurtenant thereto), then an easement shall exist to the extent of such an encroachment so long as the same shall exist.
- (e) **Other Easements.** (1) Those certain easements reserved in that certain Easement and Boundary Settlement Agreement recorded in Official Records Book 1368, Page 1553, Public Records of Manatee County, Florida, and reflected on Exhibit "B" attached hereto; (2) Signage and landscape easement in favor of Pinehurst Association, Inc., recorded in Official Records Book 1390, Page 6907, Public Records of Manatee County, Florida; and (3) those easements granted or reserved as set forth in the Declaration of Covenants and Restrictions for Pinehurst, recorded at Official Records Book 1390, Page 6913, Public Records of Manatee County, Florida, as amended from time to time.

**7.2 Authority to Grant, Modify or Move Easements.** The Association, through the approval of the Board of Directors alone, shall have the authority to grant, modify or move any easement if the easement constitutes part of or crosses the Common Elements, or Association Property, as provided in the Condominium Act. Further, the Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the

Association as his/her/its attorney-in-fact for this purpose), shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium Property or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf or itself and all Unit Owners (as such Owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Unit Owners (as such Owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment.

#### **ARTICLE VIII** **LIMITED COMMON ELEMENTS**

**8.1 Description of Limited Common Elements.** Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been assigned are as described in this Declaration and as may be further identified on the Plat.

- (a) **Driveways.** The paved driveways or portions thereof leading from the street to the Unit shall be Limited Common Elements appurtenant to the Unit being served by the driveway.
- (b) **Adjacent Area.** The Limited Common Element areas, if any, together with any improvements constructed therein, located adjacent to the Unit as shown in Exhibit "B".
- (b) **Utilities.** Except to the extent conveyed to a private or public utility company providing service to the Condominium, the water, sewer and telecommunications lines, together with an ingress and egress easement thereto, leading from the utility meter or box to the residence constructed on the Unit.
- (d) **Others.** Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required in Section 11.2 of this Declaration to be maintained, repaired or replaced by, or at the expense of, the Owner, shall be deemed a Limited Common Element, whether specifically described above or not.

**8.2 Exclusive Use.** The exclusive right to use a Limited Common Element is an appurtenance to the Unit or Units to which that right is designated or assigned. The use right passes with the Unit, whether separately described or not, and cannot be separated from it.

#### **ARTICLE IX** **THE ASSOCIATION**

**9.1 Operation of Condominium.** The Association is the entity responsible for operating the Condominium in accordance with the Condominium Documents and the Condominium Act.

**9.2 Membership in Association and Transfer of Membership.** Each Owner shall automatically be a member of the Association until ceasing to be an Owner. The membership of each Owner in the Association is appurtenant to and inseparable from the ownership of a Unit, and shall automatically terminate upon any valid transfer or conveyance of the Unit to any transferee or grantee, whether voluntary or by operation of law, except

to the extent that such transferor retains an interest in any other Unit. The transferee of a Unit shall, immediately and automatically upon the valid transfer of such Unit as provided herein, become a member of the Association. If title to a Unit is vested in more than one (1) person or entity, then all of the persons and/or entities which have title to such Unit shall be members of the Association. The transfer of any Unit shall operate to transfer to the new Owner thereof the undivided percentage interest of the prior Owner in the Common Elements, the Common Surplus and Common Expenses, and any other appurtenances, even though not expressly mentioned or described in the instrument of transfer, and without further instrument of transfer.

**9.3 Voting.** Each Owner shall be entitled to a Voting Interest with respect to each Unit owned. There is one (1) vote for each Unit, to be cast as provided in the Bylaws, regardless of whether the Units have been combined into a single residence or not. There shall be no apportionment of votes between multiple Owners.

**9.4 Delegation of Management.** The Board of Directors may contract for the management and maintenance of the Condominium Property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance and repair of the Common Elements with funds made available by the Association for such purposes. The Association and its Directors and Officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

**9.5 Acts of the Association.** Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for the Association by reason of being an Owner.

**9.6 Powers and Duties of the Association.** The powers and duties of the Association include those set forth in the Condominium Act, the Condominium Documents and as allowed by law. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other possessory, or use interests in lands or facilities contiguous to the lands of the Condominium for the use and enjoyment of the Owners.

**9.7 Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by Members or their authorized representatives at all reasonable times, subject to reasonable restrictions adopted by the Board. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Member seeking copies.

**9.8 Purchase of Units.** The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board of Directors.

**9.9 Acquisition of Property and Interests.** The Association has the power to acquire property, real or personal, and any interest in a debt owed on the Unit. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in Section 9.8, the power to acquire interests in real property may be exercised by the Board of Directors, but only after approval by at least a majority of the Voting Interests.

**9.10 Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the Board of Directors, without need for authorization by the Owners.

**9.11 Roster.** The Association shall maintain a current roster of names and mailing addresses of Owners. A copy of the roster shall be made available to any Member upon request.

**9.12 Proceedings.** The Association, acting through the Board, shall have the power, but not the duty, reasonably to institute, prosecute, maintain, defend and/or intervene in a pending or potential lawsuit, bankruptcy proceeding, administrative proceeding, arbitration, mediation or governmental proceeding in its own name, but only with respect to matters affecting or pertaining to the Condominium Documents, the Rules and Regulations, the Common Elements, Association Property, and such other matters as may be expressly provided by the Condominium Act, and as to which the Association is a proper party in interest.

**9.13 Authorized Fees and Charges.** The Association may impose reasonable fees for the private use of the Common Elements or Association Property and to charge for services that it performs on behalf of the residents that have either been previously agreed to by the resident, or that are necessary for the protection of the residents, Unit(s) and/or Common Elements, and personal property therein.

## **ARTICLE X** **ASSESSMENTS AND LIENS**

**10.1 Imposition of Regular and Special Assessments.** The Association has the power to levy and collect Assessments against each Unit and its Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including Regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget. The Association, by vote of a majority of the Board of Directors, may also impose Special Assessments for unusual, non-recurring or unbudgeted Common Expenses, as well as any proper Common Expenses which cannot be paid by the amounts collected pursuant to the annual budget. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws.

**10.2 Common Expenses.** Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted to fund reserve accounts, or designated in the Condominium Documents as a Common Expense or incurred in carrying out any of the express or implied duties of the Association.

**10.3 Share of Common Expenses.** The Owner of each Unit is liable for a share of the Common Expenses of the Association equal to his/her/its share of Ownership of the Common Elements and the Common Surplus.

**10.4 Liability for Assessments.** The Owner of each Unit, regardless of how title was acquired, including a purchaser at a judicial sale, is liable for all Assessments or installments thereon due while the Owner of a Unit, and is responsible for past due assessments as set forth in Florida Statutes Section 718.116, as amended from time to time. Multiple Owners are jointly and severally liable. Mortgagees shall be liable for Assessments set forth in Florida Statutes Section 718.116, as amended from time to time. Whenever title to a Condominium Parcel is transferred, the transferee is jointly and severally liable with the transferor for all monies owed by the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

**10.5 No Waiver or Excuse From Payment.** The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Owner may be excused from payment of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as provided below as to certain mortgagees.

**10.6 Application of Payments; Failure To Pay; Interest & Late Fees.** Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not paid by the tenth (10th) day shall bear interest until paid at the highest rate allowed by law, or such lower rate as the Association may determine from time to time. Assessments and installments thereon shall become due, and the Owner shall become liable for the Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. The Association may impose a late payment fee, in addition to

interest, as allowed by law. All payments on account shall be applied first to interest, then to late fees and expenses, attorneys' fees and costs, and finally to unpaid Assessments as required by law. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction in or accompanying the payment. No payment by check is deemed received until the check has cleared. The Board of Directors may, in its discretion, waive or compromise the amount of any such interest, late payment fees or attorneys' fees and costs.

**10.7 Acceleration.** If any Special Assessment or installment of Regular Assessments as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of either or both of the Unit's Regular Assessments and all Special Assessments for that fiscal year. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate is exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice. The notice may be given as part of the notice of intent to lien required by Florida Statutes Section 718.121, or may be sent separately.

**10.8 Liens.** The Association has a lien on each Condominium Parcel securing payment of past due Assessments, interest, late fees and reasonable attorneys' fees and costs, incurred by the Association incident to the collection of the Assessments or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Manatee County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association and the total of the Assessments past due. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

**10.9 Priority of Lien.** The Association's lien shall attach and relate back to such time as is provided in the Condominium Act, except as otherwise provided by law, the Association's lien for unpaid Assessments is subordinate and inferior to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage. The Association's lien is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or Claim of Lien was recorded. Any Lease of a Unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the Lease was executed.

**10.10 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

**10.11 Certificate As To Assessments.** Within fifteen (15) days after request by an Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

**10.12 Association Defense of a Legal Action.** If the Association is a named defendant in any action actually or purporting to affect a Unit, including the defense of a mortgage foreclosure, the Association shall have the right to collect from both the foreclosed Unit Owner and the new Unit Owner, jointly and severally, all attorneys' fees and costs incurred by the Association to defend the lawsuit. Such attorneys' fees and costs may be collected in the manner described in this Article X.

## ARTICLE XI

### MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

**11.1 Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of the following as a Common Expense:

- (a) All Association Property and Common Elements, except Limited Common Elements as defined herein.
- (b) The lawns and landscaped areas lying outside of the buildings constructed within the Unit boundaries and all other areas of the Unit located outside of any buildings and outside of any pool/patio areas constructed on the Units or Limited Common Elements appurtenant thereto and constructed on a Unit, except for heating, air conditioning and other utility systems serving only the building.

**11.2 Incidental Damage to a Unit of Limited Common Elements.** All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, unless the need for the work was caused by the Owner. Regardless of the foregoing, the Association shall not be responsible for incidental damage to any alteration or addition to the Common Elements made by an Owner or his predecessor in title, nor shall the Association be responsible for the costs of removing or replacing any Unit Owner improvement, alteration or addition.

**11.3 Maintenance By Owner.** Except as provided in subparagraph 11.1(a) and (b) above, each Unit Owner shall maintain, repair and replace everything within the confines of his/her/its Unit which is not part of the Common Elements, and everything within the confines of Limited Common Elements appurtenant to the Unit as defined herein. Further, Owners are responsible for the following:

- (a) To maintain, repair and replace in a first class condition, at his/her/its own cost and expense all portions of his/her/its Unit and Limited Common Element appurtenant thereto (except the portions to be maintained, repaired and replaced by the Association) and all improvements located thereon. Such shall be done without disturbing the rights of other Unit Owners.
- (b) Not to modify or change the appearance or design of any portion of the exterior of any improvements located within the Unit boundaries and Limited Common Elements appurtenant thereto, or the lawns and landscaping within the Unit boundaries and Limited Common Elements appurtenant thereto, without the approval of the Association.
- (c) To promptly report to the Association any defect or need for repairs, maintenance or replacements for which the Association is responsible, if any.

**11.4 Alteration of Common Elements or Units by Unit Owners.** No Owner shall make or permit the making of any material alterations or substantial additions to the Unit in any manner or change the exterior appearance of any portion of the residence, the Unit, or to the Common Elements, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to the Condominium in part or in whole. The Board, in reviewing Unit Owner alteration requests, may take into account uniformity of appearance, compatibility with architecture, quality of the proposed alteration, objections of neighboring residents and other such criteria as the Board may reasonably adopt in reaching its decision. The Board shall be the sole judge of the scope and adequacy of the plans and specifications necessary to consider such requests, and may require the submission of plans from a licensed architect or engineer. When an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, such Owner shall be deemed to have warranted to the Association that the Owner's contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property. If an Owner makes any modifications, installations or additions upon Association approval, the Owner, and his/her/its successors in title, shall thereby become financially responsible for:

- (1) insurance, maintenance, repair and replacement of the modifications, installations or additions;

- (2) all damages to other property or persons caused by such modifications, installations or additions; and,
- (3) the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property.

**11.5 Alterations and Additions to Common Elements and Association Property by Association.**

The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association, and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration(s) of, nor substantial additions to, the Common Elements or real property owned by the Association costing more than five percent (5%) of the total annual budget, including reserves, cumulatively in any fiscal year without prior approval of at least sixty (60%) percent of the Voting Interests present in person or by proxy at a Member Meeting. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Owner approval is required.

**11.6 Enforcement of Maintenance.** If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required by the Condominium Documents and the Rules and Regulations, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation. Notwithstanding, the Association has the irrevocable right to access each Unit during reasonable hours when necessary for maintenance, repair or replacement of any Common Elements, or of any portion of the Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to a Unit or Units, including the right to turn off water in or to a Unit. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Owner, together with reasonable attorneys' fees and costs and other expenses of collection, if any, as provided in Article X herein.

**11.7 Negligence; Damage Caused by Condition in Unit.** Each Owner is liable for the expenses of any maintenance, repair or replacement of Common Elements, of other Units, or of personal property made necessary by his/her act or negligence, or by that of any member of his/her family or his/her/its guests, employees, agents, or tenants. Each Owner has a duty to maintain his/her/its Unit, any Limited Common Element appurtenant to the Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from an Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one (1) or more of the Units involved is not occupied at the time the damage is discovered, or an Owner fails to take necessary action to address the damage or causes the damage, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

**11.8 Association Access to Units.** The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one (1) or more Units or the Common Elements. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The Association may retain a passkey to all Units. If it does, no Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Owner provides a key to the Association. If the Association is not given a key, the Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his/her/its Unit caused by forced entry, and all damage resulting from delay in gaining entrance to his/her/its Unit caused by the non-availability of a key.

**11.9 Hurricane Shutters.** The Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. Once the Board adopts such standards as part of the Rules and Regulations, no hurricane shutter except for models, colors and styles adopted by the Board of Directors shall be used in or upon the Condominium.

## **ARTICLE XII** **USE RESTRICTIONS**

The use of the Units and the Common Elements shall be in accordance with the following provisions:

**12.1 Residential Occupancy.** Each Unit shall be used for residential purposes and may only be occupied by the Unit Owner and Unit Owner's Family, as well as the Unit Owner's Guests or a nurse/caregiver. In no event shall occupancy (other than temporary occupancy by guests) exceed two (2) persons per bedroom. No business, commercial activity or profession may be conducted from any Unit, nor may the name of the Condominium or the address of any Unit be publicly advertised as the location of any business. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his/her/its personal, business or professional records in his/her/its Unit, or from handling his/her/its personal, business or professional telephone calls or written correspondence in and from his/her/its Unit. Such uses are expressly declared customarily incident to residential use. This Section 12.1 is, however, intended to prohibit commercial or business activity by an Owner which would unreasonably disrupt the residential ambiance of the building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers or clients.

**12.2 Pets.** No animals other than a total of three (3) pets consisting of cats, dogs or caged birds may be kept in a Unit, provided the pets are not kept, bred or maintained for any commercial purpose. Notwithstanding the above restriction, an unlimited amount of aquatic animals kept in a water tank may be maintained as pets in addition to the above. Dogs must be leashed or carried at all times while outside of the Unit. The Owner is responsible for cleaning up after his/her pet(s). The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a nuisance or an unreasonable source of annoyance to other residents, whether by reason of barking or otherwise. Guests shall not be permitted to bring pets on the Association Property.

**12.3 Nuisances.** No Owner shall use a Unit, or permit a Unit to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the occupants of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner, and not commit or permit any immoral or illegal conduct, or make any use of a Unit which violates laws, ordinances or regulations of any governmental body. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate outside of receptacles nor shall a fire hazard be allowed to exist.

**12.4 Vehicles; Parking.** In recognition that there are limited parking spaces, it is necessary for the Association to control the number, size and types of vehicles authorized to park in the community.

- (a) **Prohibited Vehicles.** No commercial vehicles, trucks, boats, campers, trailers, mobile homes or similar vehicles may be parked on the Condominium Property. This provision shall not, however, prohibit temporary parking of prohibited vehicles or vehicles carrying out business, such as making deliveries or service calls, or for temporary loading or unloading. The Association may adopt Rules and Regulations regarding these vehicles to insure that the duration and frequency of time in the community if appropriate, and may be limited, if necessary.
- (b) **Additional Restrictions on Vehicles.** Recognizing that the design and use of vehicles evolves over time, and that on occasion it may be difficult to determine whether a specific vehicle falls into one classification or another, the Board shall have the authority

from time to time to adopt and amend standards of interpretation of this Section, as part of the Rules and Regulations, providing in more detail for the delineation of different vehicles and vehicles types, including further determination of which classification of vehicle is applicable to a specific vehicle. All such determinations and standards adopted by the Board shall be conclusive for all purposes, and binding on all Owners, occupants and Guests.

- (c) **Maintenance & Inoperable Vehicles.** Vehicles not in operable condition or validly licensed, may not be parked, kept or stored anywhere on the Condominium Property, without Board approval. No maintenance or repairs to any vehicle shall be performed anywhere on the Condominium Property. Vehicles which are inoperable, not currently licensed for use on the roadways, or, which in the opinion of the Board of Directors, are so deteriorated as to be unsightly, must be removed from the community, as determined by the Board of Directors.
- (d) **Enforcement.** Failure to comply with this Section 12.4 authorizes the Association to have the noncompliant vehicle towed and/or otherwise removed at the cost of the violating owner, in addition to all other remedies available to the Association. Notwithstanding the above, the Board of Directors shall have the authority to grant exceptions to the above restrictions if circumstances warrant an exception and the Board waives the restriction in writing. The Board's ability to grant an exception does not constitute a waiver of its rights to enforce the above restrictions.
- (e) **Parking Regulations.** Unit Owners and Guests must park their vehicles inside the garage constructed as part of the residence or on the driveway to the Unit. If the driveway area is not available, Guests may park in the street; provided however, that to the extent Guest parking spaces are available, Guests staying overnight shall park in the Guest parking spaces and not on the street. The Board shall have the authority to adopt Rules and Regulations limiting the number of vehicles that the occupants of each Unit may park on the Condominium Property, and may designate certain parking spaces for Guests and invitees, to the exclusion of Owners or other occupants. Further, the Board may require decals or other parking permits, impose speed limits and adopt any additional Rules and Regulations as it deems necessary to address parking and vehicle concerns of the Association.

**12.5 Signs.** No sign shall be displayed anywhere within the Condominium Property, including but not limited to those posted in windows of buildings or motor vehicles, except as otherwise expressly provided in the Rules and Regulations, or as may be permitted by law. Further, Unit Owners may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than four and one half (4 ½) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any rules or requirements dealing with flags or decorations.

**12.6 Visual Clutter.** No garments, rugs, towels, or other materials may be hung from windows, railings, lanais, or be otherwise placed on or around the exterior of any Building. Decorations, lights, flags, furniture and other decorations customary for holidays and special events are welcome but must be temporary in nature. If the Association determines that authorizing such objects are no longer in the best interest of the Condominium, the Association may prohibit same. Additionally, the Association may adopt uniform Rules and Regulations in furtherance of this Section 12.6.

**12.7 Changing the Appearance from the Exterior of the Unit.** No resident may paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony, entry court or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior stairway or opening; remove any awning installed by the Developer or Association; place any draperies or curtains at the windows of any Unit without a solid, light color liner acceptable to the Board of Directors facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board of Directors; plant any planting outside of a Unit except upon written approval of the landscaping plan by the Board of Directors of the Association; erect any exterior lights, symbols or other items in windows or on any balcony or exterior surface.

**12.8 Antennas and Dishes.** No antenna, mast, satellite dish, disc or other similar radio or telecommunication sending or receiving device may be located within or upon any Common Element except in accordance with this Section. Owners shall be permitted to place such devices in areas within their exclusive control to the extent required by the Federal Communications Commission. The Association may, by regulation, impose procedures, restrictions and other provisions relating to the installation and location of such devices as may be permissible under the regulations of such governmental agency. The Owner erecting or installing any such device shall be responsible for all costs related to the installation, maintenance, repair and replacement thereof, and for any cost the Association may incur as a consequence of such device's installation or existence. The Owner of each Unit as to which such a device is installed shall indemnify and hold the Association harmless for all costs, expenses and liabilities that may be asserted against the Association with respect thereto. No installation of any telecommunication receiving device will relieve an Owner from payment of his/her/its share of Common Expenses for any cable television or other telecommunications provided by the Association as a Common Expense.

**12.9 Division or Subdivision of Units.** Units may not be divided or subdivided. However, one (1) residence may be constructed upon adjacent Units.

**12.10 Obstruction.** Common ways of ingress and egress may not be obstructed.

### **ARTICLE XIII** **LEASING AND OCCUPANCY**

**13.1 Occupancy of Units by Guests.** Occupancy of a Unit by Guests as defined in Article II of this Declaration shall only be permitted in accordance with this provision. All Guests must comply with the provisions of the Declaration, the Condominium Act, the Association's Bylaws and Articles of Incorporation and the Rules and Regulations of the Association. Failure to adhere to such provisions shall entitle the Association to proceed against the Owner to force compliance and/or seek to have the Guest removed from the property. The Board of Directors may promulgate such Rules and Regulations as it deems necessary to effectuate the intent of this provision, including Rules requiring affidavits of occupancy and/or proof of familial relationship.

**13.2 Occupancy of Guests When Owner in Residence.** When an Owner is occupying his or her Unit, the Owner may have Guests occupy his or her Unit only as follows:

- (a) **Family Members.** An Owner may have Family, as defined in Article II of this Declaration, as Guests for unlimited duration.
- (b) **Other Guests.** An Owner may have Guests, other than Family, visit for a maximum duration of a total of thirty (30) days within a twelve (12) month period. The Board of Directors may grant extensions under appropriate circumstances.

**13.3 Occupancy of Guests When Owner Not in Residence.** When an Owner is not occupying his/her/its Unit, the Owner may have Guests occupy his/her/its Unit only as follows:

- (a) **Family Members.** An Owner may have Family as Guests for no more than a total of thirty (30) days within a twelve (12) month period. However, this shall not preclude a Unit Owner from designating a Family member, approved by the Board, as a permanent occupant of the Unit, thus entitling the Family member to remain in residence in the absence of the Owner without restriction.
- (b) **Guests Deemed Tenants.** Any Guest (other than a Family member that has been designated a permanent occupant in accordance herewith) occupying a Unit for more than a total of thirty (30) days within a twelve (12) month period shall be deemed a Tenant, whether or not any consideration is being exchanged for the use of the Unit and must be screened in accordance with Section 13.5 below. Failure to comply with said Article shall result in automatic disapproval, pursuant to the provisions of this Declaration, and the Association shall be entitled to evict such person, or bring any other legal or equitable action to have such person removed from the Association Property, as the agent of the Owner, and to recover from the Owner the Association's costs and reasonable attorneys' fees incurred in connection with such eviction or other legal or equitable action by individual Assessment against the Unit which may be collected in the same manner as any other Assessment for Common Expenses. The remedies provided for herein shall be in addition to any other remedy the Association may have against the Owner.
- (c) **Notice.** Any Owner desiring to have Family or Guests occupy his/her/its Unit shall, at least seven (7) days prior to the arrival, provide notice to the Association of the names, addresses, length of stay, relationship to Owner, vehicle identification (including make, model and tag number) and any other information deemed pertinent by the Association. Such notice shall be provided upon the forms supplied by the Association, unless otherwise determined by the Board of Directors. Failure to provide such notice shall entitle the Association to take remedial action that it deems appropriate against the Owner(s).

**13.4 Leasing Privileges.** An Owner may lease only the entire Unit, and then only in accordance with this Section. The ability of an Owner to lease the Unit is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the Owner, if an Owner's tenants fail to comply with the use restrictions detailed in this Declaration, or if the Owner fails or refuses to follow the required procedures.

**13.5 Lease Application for Approval.** Leases must be previously approved by the Board. Within fifteen (15) days from the receipt of the Owner's notice of intent to lease his/her/its Unit, and any additional information that may be required by the Board, including a background check, the Board of Directors shall either approve or disapprove of the lease. Failure of the Board to respond within fifteen (15) days from receipt of all information necessary and required by the Board shall be deemed as an approval of the lease. The Board may deny permission to lease upon any reasonable grounds, including without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in the maintenance Assessments; (3) occupancy by the proposed Tenant would violate any provision of this Declaration, Bylaws, Articles of Incorporation or Rules and Regulations of the Association; (4) the moral character, social compatibility, or personal habits of the proposed Tenant; or (5) proposed Tenant is a convicted felon whose civil rights have not yet been restored. If the Association disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating same, and the lease shall not be made or renewed and the proposed Tenant(s) shall have no right of occupancy. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the Tenant(s). The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application.

**13.6 Tenancy Before Approval.** No Tenant may occupy a Unit prior to obtaining the Board of Directors' approval unless the Tenant has been previously approved and is awaiting approval of a lease renewal.

A lease application shall be deemed automatically withdrawn if the prospective Tenant occupies the Unit prior to receipt of approval from the Board of Directors and any lease in existence shall be deemed voidable in the Board of Directors' sole discretion.

**13.7 Community Leasing Cap and Initial Prohibition.** No Unit Owner obtaining any interest in a Unit after May 23, 2008 may lease his/her/its Unit during the first twenty-four (24) months of ownership of the Unit. Upon the expiration of the 24-month leasing prohibition and for any Unit Owners to which the leasing prohibition does not apply, Unit Owners may lease Units so long as no more than ten (10%) percent of the total number of Units in the Condominium that are transferred after May 23, 2008 may be rented or leased at any one time. For clarification, the Units owned by Owners of record prior to May 23, 2008 are not bound by the 10% cap. However, upon the transfer of title to a Unit from the current record Unit Owner, the Unit shall become subject to the 10% cap restriction.

**13.8 Minimum Leasing Term.** A Unit may not be leased for a term of less than ninety (90) days and may not be leased more than twice in a calendar year, regardless of the fact that a lease may have terminated early during that calendar year. No subleasing or assignment of lease rights by the lessee is allowed.

**13.9 Lease Forms.** The Association shall have the authority to require Unit Owners to use an approved lease form for all leases. The Owner shall provide the Association with a copy of the approved executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the Owner to provide the Tenant with a copy of the Declaration of Condominium, Articles of Incorporation and Bylaws, as well as the Rules and Regulations. Every lease shall contain or be deemed to contain a provision that the tenant is subject to this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

**13.10 Tenant Interviews.** In order to determine that proposed Tenants are familiar with the Association's Condominium Documents, the Board of Directors at its option, shall have the right to require a personal interview with a proposed Tenant prior to granting or denying approval for occupancy. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

**13.11 Screening Fee.** The Association shall have the authority to charge a non-refundable screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased or decreased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

**13.12 Occupancy During Lease Term.** No one but the Tenant, the interviewed members of the Tenant's family and Guests may occupy the Unit.

**13.13 Use of Common Elements and Common Areas.** To prevent overtaxing the facilities, an Owner whose Unit is leased may not use Common Elements or Association Property during the lease term.

**13.14 Unauthorized Leases & Violations.** In the event of an unauthorized lease or any violation by the Tenant of this Declaration, Bylaws, Articles of Incorporation or Rules and Regulations of the Association, the Association shall have the right to evict a purported Tenant in the name of the Owner as the proposed landlord. Said Owner shall reimburse the Association for all expenses, including attorneys' fees and disbursements incurred in connection with such proceedings and the Association may levy a Special Assessment therefore.

**13.15 Regulation by Association.** All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a Tenant or Guest to the same extent as against the Owner.

#### **ARTICLE XIV** **TRANSFER OF OWNERSHIP OF UNITS**

The transfer of Ownership of Units shall be subject to the following restrictions:

**14.1 Approval Required by Association.** Prior to the sale or transfer of any Unit or any interest therein to any person other than those exempted below, the Owner shall provide to the Association's Board of Directors in writing the name and address of the person to whom the proposed sale or transfer is to be made, and such other information as may be required by the Association. The Association may require such information on forms which the Board of Directors may adopt for that purpose, together with a copy of the purchase agreement or other applicable documents. Within fifteen (15) days, the proposed purchaser or grantee may be required to provide an interview and orientation with the Association, which shall be in person or, if the Association so allows in any instance for hardship reasons, by telephone. The Board of Directors may disapprove a proposed purchaser or grantee for any non-discriminatory reason.

**14.2 Disapproval.** Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

- (a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.
- (b) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony of violence to persons or property, or is of questionable moral or social character.
- (c) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this Condominium as a Tenant, Unit Owner or occupant of a Unit.
- (d) The person seeking approval failed to provide information, fees or appearance required to process the application in a timely manner or the person(s) seeking approval made material misrepresentations on the application.
- (e) The person seeking approval may cause, or whose presence may cause, disruption to the peace and harmony of the community.

**14.3 First Right of Refusal Upon Disapproval.** Should the transfer be rejected for the grounds for disapproval set forth above or other "good cause", the Association shall have no liability to the Unit Owner or proposed purchaser and shall have no further obligations with respect to the transaction. If the Association disapproves a proposed purchaser for other than good cause, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternative purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree.

**14.4 Failure to Act.** In the event the Board fails to approve or disapprove a Unit sale or transfer within fifteen (15) days of receiving a complete application package and conducting the interview, the proposed purchaser shall be deemed to have been approved by the Board.

**14.5 Screening Fee.** The Association shall have the authority to charge a non-refundable screening fee in connection with the approval required for the transfer of a Unit. Said fee may be increased or decreased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

**14.6 Refusal to Comply.** If an Owner fails to comply with the terms hereof, the transfer is voidable. However, that such voidability shall exist for a period of no longer than one (1) year from the consummation of such transaction.

**14.7 Exceptions.** The provisions of this Article shall not apply to a transfer to a Unit Owner's spouse or lineal descendants, or to a trust if the Owner, his or her spouse or lineal descendants are the sole beneficiaries of the trust and the contemplated occupancy is not modified by the transfer, or by a purchaser of a Unit at a

foreclosure sale. Further approval shall not be required by the Association of a purchaser who acquired title to a Unit at a duly advertised public sale with open bidding which is conducted pursuant to law, including but not limited to execution sales, bankruptcy sales, judicial sales and tax sales. An Owner who has obtained title or interest in a Unit by devise, inheritance, distribution of a beneficial interest under a trust, or by any other manner not heretofore considered, shall give the Association notice of the acquisition of the title, together with such other information concerning the Owner and the acquisition as the Association may reasonably require, together with a certified copy of the instrument evidencing the Owner's title, unless the requirement of certification is waived by the Association.

## **ARTICLE XV** **INSURANCE**

Insurance covering portions of the Condominium Property shall be governed by the following provisions:

### **15.1 Purchase, Custody and Payment.**

- (a) **Purchase.** All insurance policies described herein covering portions of the Condominium Property may be purchased by the Association, and, if obtained, shall be issued by an insurance company authorized to do business in Florida.
- (b) **Named Insured.** The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.
- (c) **Custody of Policies and Payment of Proceeds.** All policies shall provide that payments for losses made by the insurer shall be paid to the Association, and all policies and endorsements thereto shall be deposited with the Association.
- (d) **Copies to Mortgagees.** A copy of each insurance policy obtained by the Association, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon written request to each mortgagee upon a Unit covered by the policy.
- (e) **Unit Improvements, Personal Property and Liability.** Unit Owners shall obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, including, but not limited to, interior improvements and personal property; for their personal liability and coverage of any other risks not otherwise insured by the Association.

**15.2 Coverage.** The Association shall maintain insurance covering the following, to the extent available:

- (a) **Casualty.** Buildings, structures and improvements, including all fixtures, installations, or additions comprising those portions of buildings located outside of the Units, including the Common Elements and Association Property (collectively, the "Insured Property") shall be insured by the Association. The Association shall attempt to insure the Insured Property in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
  - (2) Such other risks as from time to time are customarily covered with respect to

buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

- (b) **Liability.** Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, including property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) **Worker's Compensation** and other mandatory insurance, when applicable.
- (d) **Flood Insurance**, when applicable.
- (e) **Fidelity Insurance** covering all Directors, Officers and employees of the Association and managing agents who handle Association funds.
- (f) **Such Other Insurance** as the Board of Directors of the Association shall determine from time to time to be desirable.

**15.3 Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except as allowed by law.

**15.4 Insurance Trustee; Share of Proceeds.** All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association, or a third party appointed by the Association, to serve as Insurance Trustee who may be designated by the Board of Directors.

**15.5 Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owner thereof in the following manner:

- (a) **Expenses of the Trust.** All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.
- (b) **Reconstruction and Repair of Damage.** If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the manner required by the Board of Directors of the Association to insure that the Unit Owners make the necessary repairs with the proceeds.
- (c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners as Common Surplus.

**15.6 Association as Agent.** The Association is hereby irrevocably appointed as agent and attorney in fact for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

**15.7 Unit Owners Personal Coverage and Repairs to the Unit.** Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his/her/its Unit, nor casualty or theft loss to the contents of an Owner's Unit, nor anything specifically excluded from the Association's policy by law. It shall be the responsibility of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

**15.8 Responsibility for Reconstruction and Repair.** The responsibility for reconstruction and repair of the Common Elements after casualty shall be the same as for maintenance and repair of the Condominium Property as provided herein. However, the Association shall also be responsible to reconstruct and repair any portion of the Units and Limited Common Elements for which it has insurance, as required by Florida Statutes Section 718.111, as amended. If the proceeds of insurance are determined to be insufficient amounts to defray the costs of construction and repair for which the Association is responsible, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as for a Common Expense.

## **ARTICLE XVI** **RECONSTRUCTION OR REPAIR**

**16.1 Determination to Reconstruct or Repair.** If the Common Elements or Association Property is damaged by casualty, the damaged Property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

**16.2 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property to the extent possible, except that the Association shall be entitled to use newer and better materials to better serve the community in reconstruction, as the Board determines is in the best interest of the Association. Alternatively, for a new look or overall plan of the community, the Board of Directors may propose new building plans and specifications which must be approved by eighty (80%) percent of the Board of Directors and by the Owners of not less than three-fourths (3/4<sup>th</sup>) of the Voting Interests of the Association.

**16.3 Responsibility.** If damage as a result of casualty is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Owner(s), then the Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

**16.4 Assessments and Construction Funds.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. The funds for payment of costs of reconstruction and repair after casualty shall consist of insurance proceeds held by the Association and funds collected by the Association from Assessments against Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an Owner shall be paid by the Association to the Owner in the manner elsewhere stated. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds.

**16.5 Failure to Reconstruct.** In the event of major damage to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not include termination of the Condominium and partition.

**16.6 Construction Oversight.** In the event that the Owners of the affected Units fail to effectuate the repairs and/or reconstruction of the Units, or in the event that the Association deems it to be in the best interest of the community, the Association may take control of the repair and reconstruction project. This authority includes the right to hire contractors and other professionals to repair and reconstruct the Units to the extent believed to be

beneficial by the Board of Directors for the community.

## **ARTICLE XVII** **CONDEMNATION**

**17.1 Deposit of Awards.** The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty.

**17.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

**17.3 Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after a casualty, or as elsewhere in this Article XVII specifically provided.

**17.4 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

## **ARTICLE XVIII** **TERMINATION**

The Condominium may be terminated in the following manner:

**18.1 Agreement to Terminate without a Casualty.** The Condominium may be caused to be terminated at any time by written agreement of the Owners of at least three-fourths (3/4<sup>th</sup>) of the Units and the written consent of all of the Institutional first mortgage holders.

**18.2 Certificate of Termination.** The termination of the Condominium by any of the foregoing methods shall be evidenced by a certificate of termination (the "Certificate"), executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. Termination of the Condominium occurs when a Certificate meeting the requirements of this Section is recorded in the Public Records of Manatee County. The recording of that Certificate terminates the Condominium and vests legal title in the Association, as trustee, to all real and personal property which was formerly the Condominium Property or Association Property, without need for further conveyance. Each Owner, however, designates the Association as the attorney in fact irrevocably for the purpose of executing a deed conveying the interest of such Owner in the Condominium Property. Beneficial title to the former Condominium and Association Property is owned by the former Owners as tenants in common, in the same undivided shares as each Owner previously owned in the Common Elements. Upon termination, each lien encumbering a Condominium Parcel shall be automatically transferred to the equitable share in the Condominium Property attributable to the Unit encumbered by the lien, with the same priority.

**18.3 Wind-up of Association Affairs.** The termination of the Condominium does not, by itself, terminate the Association. The former Owners and their successors and assigns shall continue to be Members of the Association, and the members of the Board of Directors and the Officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

**18.4 Trustee's Powers and Duties.** The Association, or an assigned banking trustee, shall hold title to the Property for the benefit of the former Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former Owners approve a sale of the Property as provided in this Article, the Association shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Article. The Association shall be entitled to reasonable fees for acting in such capacity, and such fees, and all costs and expenses incurred by the Association in the performance of its duties, shall be paid by the Association or paid from the proceeds of the sale of the former Condominium and Association Property, or other Association assets, and shall constitute a lien on the Property superior to any other lien. The Association shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as trustee unless such liabilities are the result of gross negligence or malfeasance. The Association may rely upon the written instructions and information provided to it by the Officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

**18.5 Partition; Sale.** If following a termination, at least three-fourths (3/4<sup>th</sup>) of the Units agree to accept an offer for the sale of the Property, the Board of Directors shall notify the Owners, and the Association will have the authority to complete the transaction. If the Owners have not authorized a sale of the former Condominium and Association Property within one (1) year after the recording of the Certificate, the Association may proceed to sell the Property without agreement by the former Owners. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Association to the beneficial Owners thereof, as their interests shall appear. At any time more than one (1) year following termination, the former Condominium Property and Association Property may be partitioned and sold upon the application of any Owner; provided, however, that no proceeding seeking partition may be filed if there is then pending a contract for the sale of the Property, and during the pendency of any such partition proceeding, such proceeding shall be held in abeyance if a contract to sell the Property is executed. If the Property is sold pursuant to any such contract, then any pending partition proceeding shall be dismissed.

**18.6 New Condominium.** The termination of the Condominium does not bar creation of another Condominium including all or any portion of the same property.

**18.7 Provisions Survive Termination.** The provisions of this Article XVIII are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy Assessments to pay the costs and expenses of maintaining the Property until it is sold. The costs of termination, the fees and expenses of the Association, as trustee, as well as post-termination costs of maintaining the former Condominium Property and winding up the affairs of the Association, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

#### **ARTICLE XIX** **OBLIGATION OF OWNERS**

**19.1 Duty To Comply; Right To Sue.** Each Owner, Owner's tenants, Guests and Occupants, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, Condominium Documents, the Rules and Regulations and any policies adopted by the Board. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by an Owner against:

- (a) The Association;

- (b) An Owner;
- (c) Anyone who Occupies a Unit; or
- (d) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

**19.2 Waiver of Rights.** The failure of the Association or of a Member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

**19.3 Attorneys' Fees and Costs.** In any legal proceeding arising out of an alleged failure of a Tenant, Owner or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the fees and costs of the proceeding and such reasonable attorneys' fees and costs as may be awarded by the court.

**19.4 Fines.** The Association shall have the authority to fine an Owner for failure to comply with any of the terms in this Declaration, the Articles of Incorporation, the Bylaws, and/or the Rules and Regulations or policies adopted by the Board of Directors. A fine may not be imposed without complying with the statutory requirements in the Condominium Act, as amended from time to time.

**19.5 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from existing such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

## **ARTICLE XX** **AMENDMENT OF DECLARATION**

All amendments to this Declaration shall be proposed and adopted as follows:

**20.1 Proposal.** Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners owning at least twenty (20%) percent of the Units.

**20.2 Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by not less than two-thirds (2/3<sup>rd</sup>) of the total Voting Interests of the Association.

**20.3 Certificate; Recording; Effective Date.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President, or Vice President of the Association. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County.

**20.4 Proviso.** An amendment to this Declaration may change the configuration or size of any Unit in a material fashion, materially alter or modify the appurtenances to the Unit, change the proportion or percentage by which the Owner of a parcel shares the Common Expenses and owns the Common Surplus or alter the termination requirements, only if the record Owner of the Unit, the Owner's Institutional Mortgagee, if any, and all of the affected Owners of the Units consent to the amendment. This proviso does not apply to changes ordered by a governmental agency as a result of condemnation or a taking by eminent domain.

**ARTICLE XXI**  
**MORTGAGEE RIGHTS**

The written consent of all Institutional First Mortgagees shall be obtained prior to recording any amendment to this Declaration that materially affects the rights or interests of the Institutional First Mortgagee, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, which consent shall not be unreasonably withheld. It shall be presumed that except as to matters described in Section 718.110(4) and (8) (Florida Statutes 1993), amendments do not materially affect the rights or interest of Institutional First Mortgagees. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by an Affidavit of the Association, recorded in the Public Records of Manatee County, Florida.

**ARTICLE XXII**  
**PINEHURST COMMON FACILITIES**

This condominium is an integral part of a larger development in which there are shared common and recreational facilities overseen by Pinehurst Common Facilities Association, Inc. Pinehurst Estates is also subject to the Declaration of Covenants and Restrictions for Pinehurst recorded in Official Records Book 1390, Page 6913 of the Public Records of Manatee County, Florida, as amended from time to time. All Unit Owners in this Condominium shall automatically be a member of Pinehurst Common Facilities Association, Inc. , which will operate, maintain, improve and manage the common facilities as defined in the Declaration of Covenants and Restrictions for Pinehurst. Pursuant to said Declaration of Covenants and Restrictions for Pinehurst, Unit Owner in this Condominium are liable for assessments to the Pinehurst Common Facilities Association, Inc. which assessment is in addition to a Unit Owner's share of the annual assessments for Common Expenses of this Condominium.

**ARTICLE XXIII**  
**MISCELLANEOUS**

**23.1 Severability.** The invalidity or non-enforceability in whole or in part of any covenant or restriction or any Section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any Exhibit attached thereto, shall not affect the remaining portions thereof.

**23.2 Applicable Statutes.** The validity, application and construction of this Declaration and its Exhibits shall be governed by the Laws of the State of Florida, particularly the Condominium Act, as it exists on the date of recording this Declaration in the Public Records of Manatee County. The Condominium Documents shall not be construed more strongly against any person, regardless of the extent to which such person may have participated in the preparation hereof.

**23.3 Conflicts.** If there is an irreconcilable conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation and Bylaws, this Declaration shall control.

**23.4 Interpretation.** The Board of Directors is responsible for interpreting the provisions of the Condominium Documents. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

**23.5 Headings, Emphasis, and Capitalization.** The headings used in the Condominium Documents, the use of bold print and italics, and the capitalization of certain words, are intended to enhance the clarity and readability of the Condominium Documents, but they do not constitute substantive matter intended to be considered in construing the terms and provisions of these Condominium Documents.

**23.6 Gender and Number.** Whenever used in the Condominium Documents, one gender shall be deemed to include all other genders, the singular shall include the plural, and the plural the singular, as the context may require.

**[SEE CERTIFICATE OF AMENDMENT FOR SIGNATURE PAGE]**

Exhibit "A"

PROPERTY DESCRIPTION PINEHURST ESTATES PHASE A

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE S 00°20'41"E. ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1326.93 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE N.88°54'41"E. ALONG THE SOUTH LINE OF SAID SECTION 28 FOR A DISTANCE OF 781.81 FEET FOR THE POINT OF BEGINNING; THENCE N 16°51'36"W FOR A DISTANCE OF 102.78 FEET; THENCE N.08°14'04"W. FOR A DISTANCE OF 166.05 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE CONTINUE ALONG SAID LINE N.75°26'52"E. FOR A DISTANCE OF 67.15 FEET; THENCE N.50°46'40"E. FOR A DISTANCE OF 84.77 FEET TO A POINT LYING ON A ARC OF A CURVE TO THE LEFT WHOSE RADIUS LIES N.42°25'51"E. AND A DISTANCE OF 36.73 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°21'32" FOR A DISTANCE OF 45.11 FEET TO THE POINT OF TANGENCY; THENCE N.62°04'19"E. FOR A DISTANCE OF 130.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.27°55'41"W. AND A DISTANCE OF 103.22 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°52'12" FOR A DISTANCE OF 66.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 64°47'53"W. AND A DISTANCE OF 30.23 FEET; THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°38'11" FOR A DISTANCE OF 37.80 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM; THENCE ALONG SAID SOUTHERLY LINE N.52°29'55"E. FOR A DISTANCE OF 178.64 FEET; THENCE N.90°00'00"E. FOR A DISTANCE OF 119.56 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE ALONG SAID LINE S.00°04'48"W. FOR A DISTANCE OF 575.19 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE S.88°54'41"W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 537.95 FEET TO THE POINT OF BEGINNING; CONTAINING 5.683 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

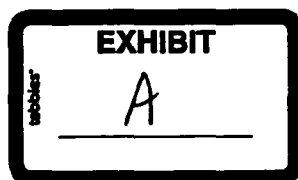


EXHIBIT "A"

PROPERTY DESCRIPTION PINEHURST ESTATES PHASE B

A PARCEL OF LAND IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE S.00°20'41"E. ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 849.95 FEET TO THE SOUTHWEST CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE A, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 26, PAGES 150 - 156 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; (THE FOLLOWING THREE CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM) THENCE N.89°39'19"E. FOR A DISTANCE OF 128.91 FEET TO A POINT LYING ON A ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.80°17'34"E. AND A DISTANCE OF 160.00 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°18'01" FOR A DISTANCE OF 14.80 FEET; THENCE N.89°39'19"E. FOR A DISTANCE OF 132.87 FEET; THENCE S.44°21'51"E. FOR A DISTANCE OF 198.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.43°38'09"E. AND A DISTANCE OF 73.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°05'29" FOR A DISTANCE OF 122.43 FEET; THENCE N.39°32'40"E. FOR A DISTANCE OF 12.25 FEET TO THE MOST SOUTHWESTERLY CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE B AND G, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 53 - 57 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE S.63°26'11"E. FOR A DISTANCE OF 166.06 FEET; THENCE N.75°26'52"E. FOR A DISTANCE OF 61.45 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.09°14'04"E. FOR A DISTANCE OF 166.05 FEET; THENCE S.16°51'38"E. FOR A DISTANCE OF 102.78 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE S.88°54'41"W. ALONG SAID SOUTH LINE OF SECTION 28 FOR A DISTANCE OF 781.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE N.00°20'41"W. ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 476.98 FEET TO THE POINT OF BEGINNING; CONTAINING 6.339 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

# AMENDED PLAT OF PINEHURST ESTATES, PHASE A

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK **28** PAGE **128**  
SHEET No. 1 OF 9 SHEETS

EXHIBIT **B**

**PROPERTY DESCRIPTION PINEHURST ESTATES (OVERALL)**

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.00°20'41"E, ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 848.95 FEET TO THE SOUTHWEST CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE A, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 28, PAGES 150 - 156 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; (THE FOLLOWING THREE CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM) THENCE N.89°38'19"E, FOR A DISTANCE OF 128.91 FEET TO A POINT LYING ON AN ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.80°17'34"E, AND A DISTANCE OF 180.00 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°18'01" FOR A DISTANCE OF 14.80 FEET; THENCE N.89°38'19"E, FOR A DISTANCE OF 132.87 FEET; THENCE S.44°21'51"E, FOR A DISTANCE OF 198.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.45°38'09"E, AND A DISTANCE OF 73.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°05'29" FOR A DISTANCE OF 122.43 FEET; THENCE N.39°32'40"E, FOR A DISTANCE OF 12.25 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE B AND C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE S.63°26'11"E, FOR A DISTANCE OF 166.06 FEET; THENCE N.75°26'52"E, FOR A DISTANCE OF 61.45 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE CONTINUE ALONG SAID LINE N.75°26'52"E, FOR A DISTANCE OF 67.15 FEET; THENCE N.50°46'40"E, FOR A DISTANCE OF 94.77 FEET TO A POINT LYING ON A CURVE TO THE LEFT WHOSE RADIUS LIES N.42°25'51"E, AND A DISTANCE OF 36.73 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°21'32" FOR A DISTANCE OF 45.11 FEET TO THE POINT OF TANGENCY; THENCE N.62°04'19"E, FOR A DISTANCE OF 130.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.27°55'41"W, AND A DISTANCE OF 103.22 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'17" FOR A DISTANCE OF 66.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.64°47'53"W, AND A DISTANCE OF 30.23 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°30'11" FOR A DISTANCE OF 37.80 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM; THENCE ALONG SAID SOUTHERLY LINE N.57°29'55"E, FOR A DISTANCE OF 178.64 FEET; THENCE N.90°00'00"E, FOR A DISTANCE OF 119.56 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG SAID LINE S.00°04'48"W, FOR A DISTANCE OF 575.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.85°41'41"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1318.78 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE N.00°20'41"W, ALONG THE WESTERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 478.98 FEET TO THE POINT OF BEGINNING; CONTAINING 12.022 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**CERTIFICATE OF SURVEYOR**

THE UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, PURSUANT TO SECTION 718.104 (4) (E), FLORIDA STATUTES, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING OF PINEHURST VILLAGE, SECTION ONE, PHASE A, A CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THIS DECLARATION.

JEFFREY L. HOSTETLER, P.L.S.  
FLORIDA LICENSE NO. 4911  
DATE OF SURVEY: 07-29-94

6-5-95  
DATE OF CERT.



**PROPERTY DESCRIPTION PINEHURST ESTATES PHASE A**

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.00°20'41"E, ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 1328.93 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE N.88°34'41"E, ALONG THE SOUTH LINE OF SAID SECTION 28 FOR 781.81 FEET TO THE POINT OF BEGINNING; THENCE N.16°51'38"W, FOR A DISTANCE OF 102.78 FEET; THENCE N.09°14'04"W, FOR A DISTANCE OF 166.05 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE CONTINUE ALONG SAID LINE N.75°26'52"E, FOR A DISTANCE OF 67.15 FEET; THENCE N.50°46'40"E, FOR A DISTANCE OF 94.77 FEET TO A POINT LYING ON A CURVE TO THE LEFT WHOSE RADIUS LIES N.42°25'51"E, AND A DISTANCE OF 36.73 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°21'32" FOR A DISTANCE OF 45.11 FEET TO THE POINT OF TANGENCY; THENCE N.62°04'19"E, FOR A DISTANCE OF 130.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.27°55'41"W, AND A DISTANCE OF 103.22 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'17" FOR A DISTANCE OF 66.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.64°47'53"W, AND A DISTANCE OF 30.23 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°30'11" FOR A DISTANCE OF 37.80 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM; THENCE ALONG SAID SOUTHERLY LINE N.57°29'55"E, FOR A DISTANCE OF 178.64 FEET; THENCE N.90°00'00"E, FOR A DISTANCE OF 118.56 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG SAID LINE S.00°04'48"W, FOR A DISTANCE OF 575.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.85°41'41"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1318.78 FEET TO THE POINT OF BEGINNING; CONTAINING 6.338 ACRES MORE OR LESS.

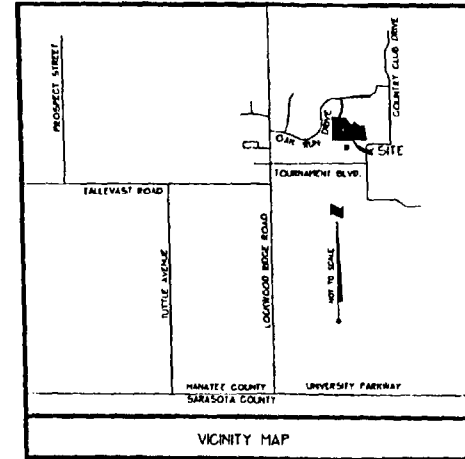
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**PROPERTY DESCRIPTION PINEHURST ESTATES PHASE B (FUTURE PHASE)**

A PARCEL OF LAND IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.00°20'41"E, ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 848.95 FEET TO THE SOUTHWEST CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE A, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 28, PAGES 150 - 156 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; (THE FOLLOWING THREE CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM) THENCE N.89°38'19"E, FOR A DISTANCE OF 128.91 FEET TO A POINT LYING ON AN ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.80°17'34"E, AND A DISTANCE OF 180.00 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°18'01" FOR A DISTANCE OF 14.80 FEET; THENCE N.89°38'19"E, FOR A DISTANCE OF 132.87 FEET; THENCE S.44°21'51"E, FOR A DISTANCE OF 198.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.45°38'09"E, AND A DISTANCE OF 73.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°05'29" FOR A DISTANCE OF 122.43 FEET; THENCE N.39°32'40"E, FOR A DISTANCE OF 12.25 FEET TO THE MOST SOUTHWESTERLY CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE B AND C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE S.63°26'11"E, FOR A DISTANCE OF 166.06 FEET; THENCE N.75°26'52"E, FOR A DISTANCE OF 61.45 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.00°14'03"E, FOR A DISTANCE OF 166.05 FEET; THENCE S.18°51'38"E, FOR A DISTANCE OF 102.78 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.88°34'41"W, ALONG SAID SOUTH LINE OF SECTION 28 FOR A DISTANCE OF 781.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE N.00°20'41"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 478.98 FEET TO THE POINT OF BEGINNING; CONTAINING 6.338 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



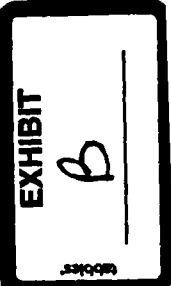
**GENERAL NOTES**

- THE DEFINITIONS SET FORTH IN THE DECLARATION OF CONDOMINIUM ARE INCORPORATED HEREIN BY REFERENCE.
- SHEET B OF B IS A CORRECT REPRESENTATION OF A BOUNDARY SURVEY OF THE LANDS DESCRIBED HEREON AS PINEHURST ESTATES, PHASE B AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 81, §17-8 OF THE FLORIDA ADMINISTRATIVE CODE.
- L.C.E. DESIGNATES LIMITED COMMON ELEMENTS.
- THE DIMENSIONS, ELEVATIONS AND LOCATIONS AS SHOWN HEREON ARE SUBJECT TO DESIGN CHANGES OR CONSTRUCTION REQUIREMENTS IN THE FIELD; AND THE FINAL EXECUTED SEALED AND RECORDED CONDOMINIUM PLAT WILL SHOW ALL IMPROVEMENTS AS ACTUALLY CONSTRUCTED.
- ONLY THE LANDS DESCRIBED HEREIN AS PHASE A OF PINEHURST ESTATES, A CONDOMINIUM, ARE BEING SUBMITTED HEREBY TO THE CONDOMINIUM FORM OF OWNERSHIP. THE ATTACHED SURVEY IDENTIFIES THE CONDOMINIUM PROPERTY AND THE IMPROVEMENTS LOCATED THEREON, AND IN ADDITION, FOR REFERENCE PURPOSES ONLY, SHOWS THE LOCATION OF THE CONDOMINIUM PROPERTY IN PHASE B OF PINEHURST ESTATES, A CONDOMINIUM. THE PLAT DOES NOT CONSTITUTE A SUBMISSION OF SAME TO THE CONDOMINIUM FORM OF OWNERSHIP.
- THIS IS LAND CONDOMINIUM, ALL THE PERMITTED IMPROVEMENTS AND STRUCTURES WITHIN THE UNIT BOUNDARIES HAVE NOT BEEN CONSTRUCTED OR LOCATED.



**HOSTETLER AND ASSOCIATES, P.A.**

PROFESSIONAL ENGINEERS - LAND SURVEYORS - PROJECT MANAGERS - LAND PLANNERS  
1546 EDITH AVENUE, DRIVE WEST - BRADENTON - FLORIDA - 34205  
(941) 744-1199 - FAX 747-7681



OFF. 1461 PG. 4961  
REC. 1461

Inst. Number: 201941050965 Page 32 of 66 Date: 5/24/2019 Time: 12:11 PM  
Angelina "Angel" Colomneso Clerk of Courts, Manatee County, Florida

# AMENDED PLAT OF PINEHURST ESTATES, PHASE A

## A CONDOMINIUM IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK **28**, PAGE **129**  
SHEET No. 2 OF 9 SHEETS

### EXHIBIT "B"

OFF. 1461 PG 4962  
REC. 1461 PG 4962

#### STORM SEWER EASEMENT (LAKE TRACT 1 TO LAKE TRACT 2)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 00°20'41"E along the westerly line of said NE 1/4 a distance of 616.89 feet; thence N 89°39'19"E a distance of 105.87 feet to the POINT OF BEGINNING; thence S 59°51'04"E a distance of 191.58 feet to the POINT OF TERMINATION of said centerline.

#### STORM SEWER EASEMENT (LAKE TRACT 2 TO LAKE TRACT 3)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 00°20'41"E along the westerly line of said NE 1/4 a distance of 904.11 feet; thence N 89°39'19"E a distance of 519.21 feet to the POINT OF BEGINNING; thence S 61°26'11"E a distance of 168.06 feet; thence N 17°56'52"E a distance of 128.80 feet; thence N 50°46'40"E a distance of 94.77 feet to the POINT OF TERMINATION of said centerline.

#### STORM SEWER EASEMENT (LAKE TRACT 4 TO LAKE TRACT 5)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the southerly point of the easternmost line of PINEHURST, Section 9, Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida; thence S 68°04'54"E along the easterly extension of the southerly line of said condominium a distance of 209.21 feet; thence S 07°48'45"E a distance of 109.42 feet to the POINT OF BEGINNING; thence N 81°03'50"E a distance of 264.77 feet to the POINT OF TERMINATION of said centerline.

#### STORM SEWER EASEMENT (LAKE TRACT 5 TO LAKE TRACT 3)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 00°04'48"W along the westerly line of said Section a distance of 743.60 feet; thence S 90°00'00"W a distance of 119.56 feet to the POINT OF BEGINNING; thence S 52°29'55"W a distance of 178.64 feet to the POINT OF TERMINATION of said centerline.

#### STORM SEWER EASEMENT (LAKE TRACT 5 TO THE NORTHWEST)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the southernmost corner of the southern parcel of PINEHURST, Section 9, a Condominium recorded in Condominium Book 19, Pages 178 through 180 of the Public Records of Manatee County, Florida; thence N 70°31'17"E along the southerly line of said parcel a distance of 28.79 feet to the POINT OF BEGINNING; thence N 50°50'04"W a distance of 131.42 feet; thence N 26°30'38"W a distance of 219.58 feet to the POINT OF TERMINATION of said centerline.

IF 55 Any portion thereof lying beneath any structures.

#### STORM SEWER EASEMENT (LAKE TRACT 2 TO THE NORTHWEST)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the easterly point of the southernmost line of PINEHURST, Section 9, Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida (the following two coas are along the lines of said condominium); thence N 00°00'00"E a distance of 198.06 feet; thence N 77°37'58"E a distance of 136.99 feet to the POINT OF BEGINNING; thence S 1°48'35"E a distance of 6.03 feet; thence S 58°25'19"W a distance of 90.26 feet to the POINT OF TERMINATION of said centerline.

#### LANDSCAPE EASEMENT (N.W. CORNER SECTION ONE, PHASE A)

A tract of land in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northeast corner of the NE 1/4 of the SE 1/4 of said Section 28; thence S 00°20'41"E along the westerly line of said NE 1/4 a distance of 399.89 feet to the southerly right of way line of Oak Run (a 74 foot wide public right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of the Public Records of Manatee County, Florida to the POINT OF BEGINNING; thence continue S 00°20'41"E along the westerly line of said NE 1/4 a distance of 18.60 feet; thence N 89°39'19"E a distance of 13.02 feet; thence N 12°11'20"E a distance of 18.10'; thence N 07°30'07"W a distance of 1.05 feet to the aforementioned southerly right of way line of Oak Run; thence S 87°29'53"W along said southerly right of way line a distance of 16.95 feet to the POINT OF BEGINNING. Containing 0.006 of an acre.

#### STORM SEWER EASEMENT (LAKE TRACT 5 TO LAKE TRACT 3)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northeast corner of the NE 1/4 of the SE 1/4 of said Section 28; thence S 00°04'48"W along the easterly line of said Section a distance of 743.60 feet; thence S 90°00'00"W a distance of 119.56 feet to the POINT OF BEGINNING; thence S 52°29'55"W a distance of 178.64 feet to the POINT OF TERMINATION of said centerline.

#### SANITARY SEWER & WATER EASEMENT (LIFT STATION - SOUTH)

A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northeast corner of the NE 1/4 of the SE 1/4 of said Section 28; thence S 00°20'41"E along the westerly line of said NE 1/4 a distance of 832.50 feet; thence N 89°39'19"E a distance of 700.34 feet to the POINT OF BEGINNING; thence S 08°51'49"W a distance of 25.92 feet; thence S 09°14'04"E a distance of 321.43 feet to the POINT OF TERMINATION of said centerline.

#### EASEMENTS EXISTING, CREATED OR RESERVED

1. THE DECLARATION OF CONDOMINIUM TO WHICH THIS SURVEY AND PLOT PLAN IS ATTACHED CREATES, GRANTS AND RESERVES CERTAIN EASEMENTS THAT ARE NOT GRAPHICALLY DEPICTED HEREON, AND WHICH EASEMENTS ARE INCORPORATED HEREIN BY REFERENCE. REFER TO THE APPLICABLE PARAGRAPHS OF THE DECLARATION OF CONDOMINIUM WITH REGARD TO THE EASEMENTS CREATED, GRANTED AND RESERVED HEREIN, WHICH EASEMENTS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

A. UTILITY EASEMENT. A PERPETUAL EASEMENT FOR THE INSTALLATION, CONSTRUCTION, REPAIR, MAINTENANCE AND REPLACEMENT OF PRIVATE AND PUBLIC UTILITY LINES AND SERVICES OF ALL KINDS UNDER AND OVER THE SURFACE OF THE CONDOMINIUM LANDS WHICH ARE NOT OCCUPIED BY BUILDINGS OR OTHER STRUCTURES.

B. ENCROACHMENTS. AN EASEMENT FOR ANY UNIT THAT ENCROACHES UPON ANY OF THE COMMON ELEMENTS OR UPON ANY OTHER UNIT, ALONG WITH AN EASEMENT FOR ANY COMMON ELEMENT THAT ENCROACHES UPON ANY UNIT. SUCH EASEMENTS SHALL EXIST TO THE EXTENT OF SUCH ENCROACHMENTS SO LONG AS THE ENCROACHMENT EXISTS.

C. TRAFFIC. AN EASEMENT FOR PEDESTRIAN TRAFFIC, OVER, THROUGH AND ACROSS SIDEWALKS, PATHS, WALKS, AND OTHER PORTIONS OF THE COMMON ELEMENTS AS MAY BE FROM TIME TO TIME INTENDED AND DESIGNATED FOR SUCH PURPOSE AND USE; AND AN EASEMENT FOR VEHICULAR AND PEDESTRIAN TRAFFIC, OVER, THROUGH AND ACROSS SUCH PORTIONS OF THE COMMON ELEMENTS AS MAY FROM TIME TO TIME BE PAVED AND INTENDED FOR SUCH PURPOSES WHICH EASEMENTS SHALL BE FOR THE USE AND BENEFIT OF THE UNIT OWNERS AND DEVELOPER.

D. THAT EASEMENT AND BOUNDARY AGREEMENT AND RECORDED IN OFFICIAL RECORDS BOOK 1381, PAGE 1553, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS REFLECTED HEREON.

E. EASEMENTS CREATED AND RESERVED BY DECLARATION OF COVENANTS AND RESTRICTIONS FOR PINEHURST RECORDED IN OFFICIAL RECORDS BOOK 1380, PAGE 6213, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

F. EASEMENTS FOR ALL LANDS. ALL EASEMENTS CREATED, GRANTED AND RESERVED IN THE DECLARATION OF CONDOMINIUM, AND THE EASEMENTS REFLECTED HEREON, AS SAME MAY BE AMENDED FROM TIME TO TIME, ARE FOR THE BENEFIT OF ALL PHASES OF THIS CONDOMINIUM, WHETHER OR NOT THE REAL PROPERTY DESCRIBED IN ALL OF THE PHASES IS DEVELOPED AS PHASES OF THIS CONDOMINIUM, OR AS A SEPARATE CONDOMINIUM OR CONDOMINIUMS OR SUBDIVISION.

EXHIBIT "A"



**HOSTETLER AND ASSOCIATES, P.A.**

PROFESSIONAL ENGINEERS - LAND SURVEYORS - PROJECT MANAGERS - LAND PLANNERS  
1833 SOUTH AVENUE DRIVE WEST - BRADENTON - FLORIDA - 34209  
(813) 758-1199 - FAX 758-0987



Inst. Number: 201941050965 Page 33 of 66 Date: 5/24/2019 Time: 12:11 PM  
Angeline "Angel" Colonnese Clerk of Courts, Manatee County, Florida





# AMENDED PLAT OF PINEHURST ESTATES, PHASE A

CONDOMINIUM BOOK **28** PAGE **132**  
SHEET No. 5 OF 9 SHEETS

EXHIBIT "B"

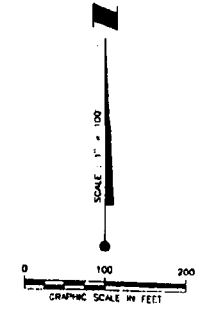
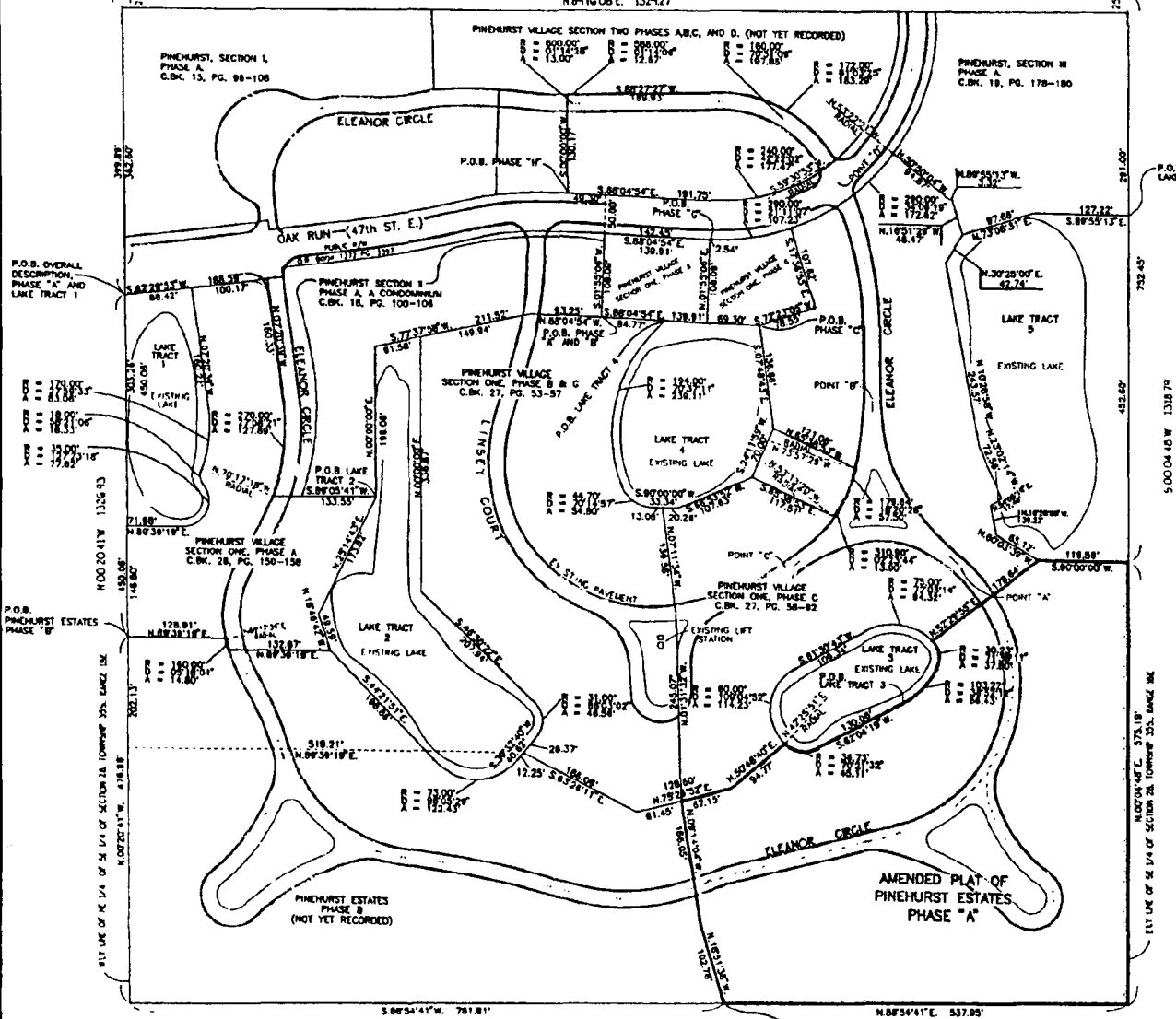
A CONDOMINIUM IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

NW COR. OF NE 1/4 OF SE 1/4 OF SECTION 28, TOWNSHIP 35S, RANGE 18E

N LINE OF SE 1/4 OF SECTION 28, TOWNSHIP 35S, RANGE 18E  
N 0°16'00"E 1329.27'

NE COR. OF NE 1/4 OF SE 1/4 OF SECTION 28, TOWNSHIP 35S, RANGE 18E

REC-1401 164000



NOTE: SEE SHEETS 2, 3 & 4 FOR EASEMENT LOCATIONS FOR ADDITIONAL NOTES AND DEFINITION OF UNIT BOUNDARIES SEE SHEETS 1 THRU 9

EXHIBIT "A"

## PHASING PLAN

( NOT A SURVEY )



HOSTETLER AND ASSOCIATES, P.A.

PROFESSIONAL ENGINEERS - LAND SURVEYORS - PROJECT MANAGERS - LAND PLANNERS  
1545 EIGHTH AVENUE, SUITE 301 - BRADENTON - FLORIDA - 34105  
(813) 768-1195 - FAX 768-1087



Inst. Number: 201941050965 Page 36 of 66 Date: 5/24/2019 Time: 12:11 PM  
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida

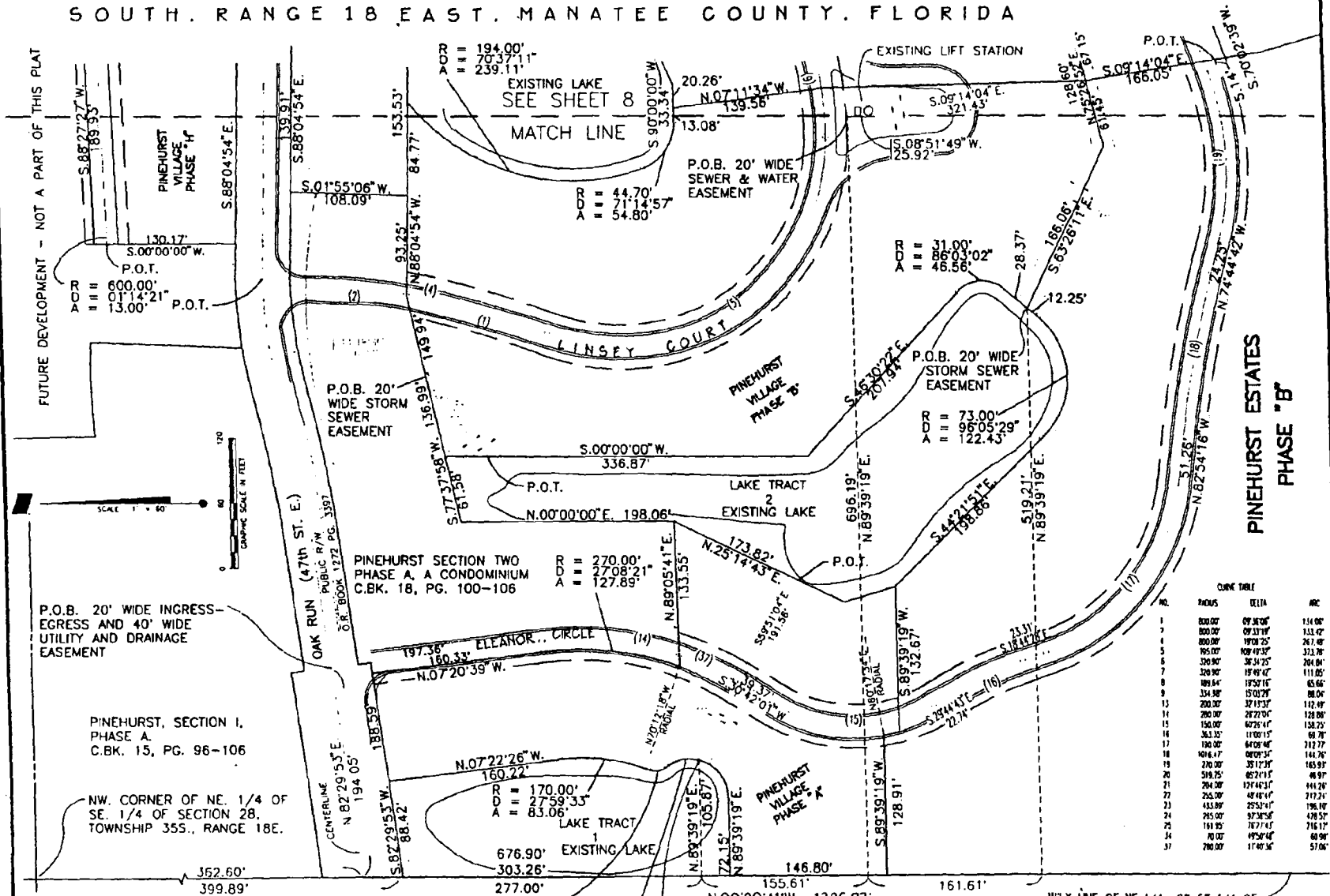


# AMENDED PLAT OF PINEHURST ESTATES, PHASE A

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35  
SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

EXHIBIT 030

REC. 1401 PG 4307

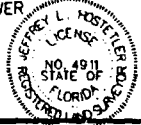


## PHASING PLAN

(NOT A SURVEY)

CURVE DATA

NO.	PIEDS	DEG	ARC
1	800.00	09.36	114.00
2	800.00	09.33	113.42
3	800.00	10.08	127.40
4	100.00	30.51	204.84
5	100.00	19.49	111.05
6	100.00	17.50	105.66
7	100.00	15.01	88.04
8	100.00	13.13	112.49
9	200.00	20.22	128.80
10	150.00	20.22	118.25
11	100.00	11.00	69.71
12	100.00	11.00	71.77
13	100.00	11.00	144.76
14	200.00	21.12	163.59
15	200.00	21.12	163.59
16	200.00	21.12	163.59
17	200.00	21.12	163.59
18	200.00	21.12	163.59
19	200.00	21.12	163.59
20	200.00	21.12	163.59
21	200.00	21.12	163.59
22	200.00	21.12	163.59
23	200.00	21.12	163.59
24	200.00	21.12	163.59
25	200.00	21.12	163.59
26	200.00	21.12	163.59
27	200.00	21.12	163.59
28	200.00	21.12	163.59
29	200.00	21.12	163.59
30	200.00	21.12	163.59
31	200.00	21.12	163.59



HOSTETLER AND ASSOCIATES, P.A.

PROFESSIONAL ENGINEERS - LAND SURVEYORS - PROJECT MANAGERS - LAND PLANNERS  
1533 SOUTH AVENUE, SUITE 303 - WINTERGARDEN, FLORIDA - 34787  
(813) 298-1199 - FAX 714-0467



# AMENDED PLAT OF PINEHURST ESTATES, PHASE A

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35  
SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 28 PAGE 136  
SHEET No. 9 OF 9 SHEETS

EXHIBIT "B"

POINT OF COMMENCEMENT  
FOUND CONCRETE MONUMENT AT THE  
N.W. CORNER OF THE N.E. 1/4  
OF THE S.E. 1/4 SECTION 28,  
TOWNSHIP 35 S RANGE 18 E

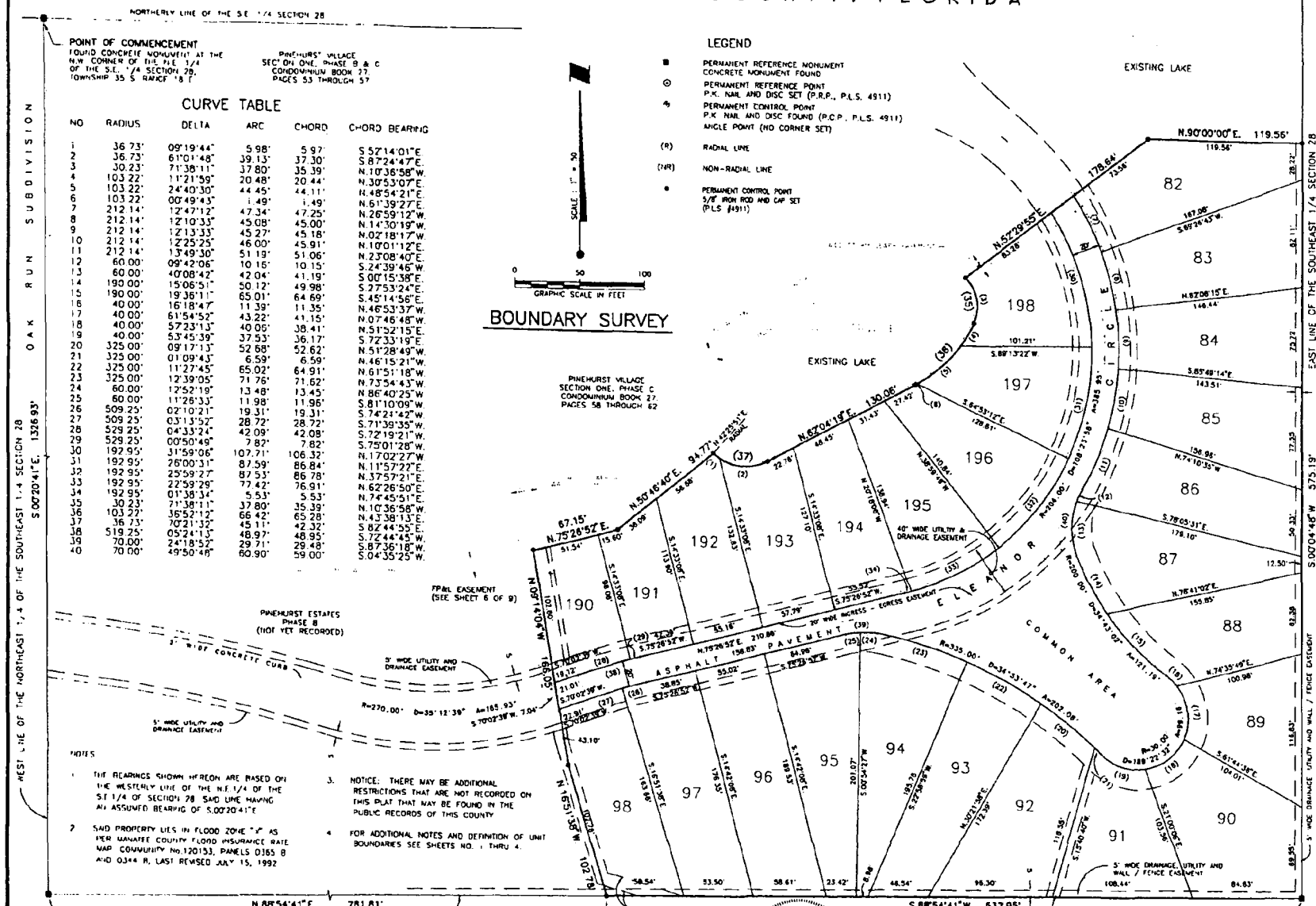
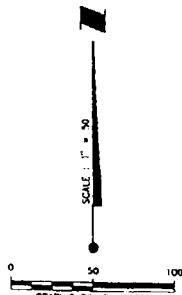
PINEHURST VILLAGE  
SECTION ONE, PHASE B & C  
CONDOMINIUM BOOK 27  
PAGES 53 THROUGH 57

### LEGEND

- PERMANENT REFERENCE MONUMENT  
CONCRETE MONUMENT FOUND
- PERMANENT REFERENCE POINT  
P.K. NAIL AND DISC SET (P.R.P., P.L.S. 4911)
- ⊙ PERMANENT CONTROL POINT  
P.K. NAIL AND DISC FOUND (P.C.P., P.L.S. 4911)
- ANGLE POINT (NO CORNER SET)
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- PERMANENT CONTROL POINT  
5/8" IRON ROD AND CAP SET  
(P.L.S. #4911)

NO	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	36.73'	09°19'44"	5.98'	5.97'	S 57°14'01"E
2	36.73'	6°10'148"	39.15'	37.30'	S 87°24'47"E
3	30.23'	7°38'11"	37.80'	35.39'	N 10°36'58"W
4	103.22'	11°21'59"	20.48'	20.44'	N 30°53'07"E
5	103.22'	24°40'30"	44.45'	44.11'	N 48°54'21"E
6	212.14'	00°49'43"	47.34'	47.28'	N 61°39'27"E
7	212.14'	12°47'12"	45.08'	45.00'	N 26°59'12"W
8	212.14'	12°13'33"	45.08'	45.18'	N 14°30'19"W
9	212.14'	12°13'33"	46.00'	45.91'	N 02°18'17"W
10	212.14'	12°25'25"	46.00'	45.91'	N 10°01'12"E
11	212.14'	09°42'05"	47.49'	47.28'	N 23°08'40"E
12	60.00'	09°42'05"	10.16'	10.15'	S 24°39'46"W
13	60.00'	40°08'42"	42.04'	41.19'	S 00°15'38"E
14	190.00'	15°06'51"	50.12'	49.98'	S 27°53'24"E
15	190.00'	19°36'11"	65.01'	64.69'	S 45°14'56"E
16	40.00'	16°18'47"	11.39'	11.35'	N 46°53'37"W
17	40.00'	61°54'52"	43.22'	41.15'	N 07°46'48"W
18	40.00'	57°21'31"	40.06'	38.41'	N 51°52'15"E
19	40.00'	53°45'39"	37.53'	36.17'	S 72°33'19"E
20	325.00'	09°17'13"	52.68'	52.62'	N 5°28'49"W
21	325.00'	01°09'43"	6.59'	6.59'	N 46°15'21"W
22	325.00'	11°27'45"	65.02'	64.91'	N 61°51'18"W
23	325.00'	12°39'05"	71.76'	71.62'	N 73°54'43"W
24	60.00'	12°52'18"	13.48'	13.45'	N 86°40'25"W
25	60.00'	11°26'33"	11.98'	11.95'	S 81°10'09"W
26	509.25'	02°10'21"	19.31'	19.31'	S 74°21'42"W
27	509.25'	03°13'52"	28.72'	28.72'	S 71°39'35"W
28	529.25'	04°33'24"	42.09'	42.08'	S 72°19'21"W
29	529.25'	00°50'46"	7.82'	7.82'	S 75°01'28"W
30	192.95'	31°58'06"	107.71'	106.32'	N 17°02'27"W
31	192.95'	26°00'31"	87.59'	86.84'	N 11°57'22"E
32	192.95'	25°59'27"	87.53'	86.78'	N 37°57'21"E
33	192.95'	22°59'29"	77.42'	76.91'	N 62°26'50"E
34	192.95'	01°38'34"	5.53'	5.53'	N 74°45'51"E
35	30.23'	71°38'11"	37.80'	35.39'	N 10°36'58"W
36	103.22'	36°52'12"	44.45'	44.11'	N 48°54'21"E
37	36.73'	70°21'32"	45.11'	42.32'	S 87°44'05"E
38	519.25'	05°24'15"	48.97'	48.95'	S 72°44'45"W
39	70.00'	24°18'32"	29.71'	29.48'	S 87°36'18"W
40	70.00'	49°50'48"	60.90'	59.00'	S 04°35'25"W

### BOUNDARY SURVEY

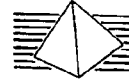


### NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 28 SAID LINE HAVING AN ASSUMED BEARING OF S.00°20'41"E
2. SAID PROPERTY LIES IN FLOOD ZONE "A" AS PER MANATEE COUNTY FLOOD INSURANCE RATE MAP COMMUNITY NO. 120133, PANELS D165 B AND 0344 R, LAST REVISED JULY 15, 1992
3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
4. FOR ADDITIONAL NOTES AND DEFINITION OF UNIT BOUNDARIES SEE SHEETS NO. 1 THRU 4.

SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28  
N. 88°54'41"E 781.81'  
SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 28  
POINT OF BEGINNING PINEHURST ESTATES, PHASE A

DESOTO LAKES COUNTRY CLUB COLONY  
PLAT BOOK 13 PAGES 42 43



**HOSTETLER AND ASSOCIATES, P.A.**

PROFESSIONAL ENGINEERS - LAND SURVEYORS - PROJECT MANAGERS - LAND PLANNERS  
1540 SOUTH AVENUE DRIVE WEST - BRADDOCK - FLORIDA - 34105  
(813) 744-1199 - FAX 747-1081

REC. 1401 PG430J  
ON 5/24/2019 7:49 AM FILED AND RECORDED 06/12/19 3:25PM 14 OF 14  
S.S. SHERE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

Inst. Number: 201941050965 Page 40 of 66 Date: 5/24/2019 Time: 12:11 PM  
Angeline "Angel" Colonneso Clerk of Courts, Manatee County, Florida

EXHIBIT "A"

# PINEHURST ESTATES, PHASE B

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 24 PAGE 132  
SHEET No. 1 OF 9 SHEETS

EXHIBIT "B"

**PROPERTY DESCRIPTION PINEHURST ESTATES (OVERALL)**

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

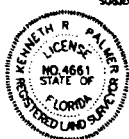
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.09°20'41"E, ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 848.85 FEET TO THE SOUTHWEST CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE A, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 26, PAGES 150 - 156 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; (THE FOLLOWING THREE CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM) THENCE N.83°39'11"E, FOR A DISTANCE OF 128.81 FEET TO A POINT LYING ON A ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.80°17'34"E, AND A DISTANCE OF 180.00 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°09'1" FOR A DISTANCE OF 14.80 FEET; THENCE N.83°39'11"E, FOR A DISTANCE OF 132.87 FEET; THENCE S.44°21'31"E, FOR A DISTANCE OF 118.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.42°30'07"E, AND A DISTANCE OF 73.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°02'29" FOR A DISTANCE OF 122.43 FEET; THENCE N.39°32'46"E, FOR A DISTANCE OF 12.25 FEET TO THE MOST SOUTHWESTERLY CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE B AND G, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 53 - 57 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE S.83°28'11"E, FOR A DISTANCE OF 188.00 FEET; THENCE N.72°29'52"E, FOR A DISTANCE OF 81.45 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE CONTINUE ALONG SAID LINE N.72°29'52"E, FOR A DISTANCE OF 67.15 FEET; THENCE N.50°48'40"E, FOR A DISTANCE OF 84.77 FEET TO A POINT LYING ON A ARC OF A CURVE TO THE LEFT WHOSE RADIUS LIES N.42°22'51"E, AND A DISTANCE OF 36.73 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°21'32" FOR A DISTANCE OF 45.11 FEET TO THE POINT OF TANGENCY; THENCE N.62°04'19"E, FOR A DISTANCE OF 130.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.27°35'41"W, AND A DISTANCE OF 103.22 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°52'12" FOR A DISTANCE OF 88.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.84°47'33"W, AND A DISTANCE OF 30.23 FEET; THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'11" FOR A DISTANCE OF 37.80 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM THENCE CONTINUE ALONG SAID SOUTHERLY LINE N.52°29'52"E, FOR A DISTANCE OF 178.64 FEET; THENCE N.80°07'00"E, FOR A DISTANCE OF 118.56 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG SAID LINE S.00°04'48"W, FOR A DISTANCE OF 573.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.88°54'41"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1318.76 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE N.02°20'41"W, ALONG THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 478.88 FEET TO THE POINT OF BEGINNING, CONTAINING 12.4323 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**CERTIFICATE OF SURVEYOR**

THE UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, PURSUANT TO SECTION 718.104 (1) (C), FLORIDA STATUTES, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING OF PINEHURST VILLAGE, SECTION ONE, PHASE B, A CONDOMINIUM IS SUBSTANTIALLY COMPLETE; SO THAT THIS CERTIFICATE TO THE AFORESAID DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

*Kenneth R. Palmer* 02/28/00  
KENNETH R. PALMER  
FLORIDA LICENSE NO. 4661  
DATE OF SURVEY: 01-28-88



**PROPERTY DESCRIPTION PINEHURST ESTATES PHASE B**

A PARCEL OF LAND IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.09°20'41"E, ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 848.85 FEET TO THE SOUTHWEST CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE A, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 26, PAGES 150 - 156 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; (THE FOLLOWING THREE CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM) THENCE N.83°39'11"E, FOR A DISTANCE OF 128.81 FEET TO A POINT LYING ON A ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.80°17'34"E, AND A DISTANCE OF 180.00 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°09'1" FOR A DISTANCE OF 14.80 FEET; THENCE N.83°39'11"E, FOR A DISTANCE OF 132.87 FEET; THENCE S.44°21'31"E, FOR A DISTANCE OF 118.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.42°30'07"E, AND A DISTANCE OF 73.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°02'29" FOR A DISTANCE OF 122.43 FEET; THENCE N.39°32'46"E, FOR A DISTANCE OF 12.25 FEET TO THE MOST SOUTHWESTERLY CORNER OF PINEHURST VILLAGE, SECTION ONE, PHASE B AND G, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 53 - 57 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM); THENCE S.83°28'11"E, FOR A DISTANCE OF 188.00 FEET; THENCE N.72°29'52"E, FOR A DISTANCE OF 81.45 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA THENCE S.00°04'48"W, FOR A DISTANCE OF 188.00 FEET; THENCE N.14°01'30"E, FOR A DISTANCE OF 102.76 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.88°54'41"W, ALONG SAID SOUTH LINE OF SECTION 28 FOR A DISTANCE OF 781.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE N.02°20'41"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 478.88 FEET TO THE POINT OF BEGINNING, CONTAINING 6.338 ACRES MORE OR LESS.

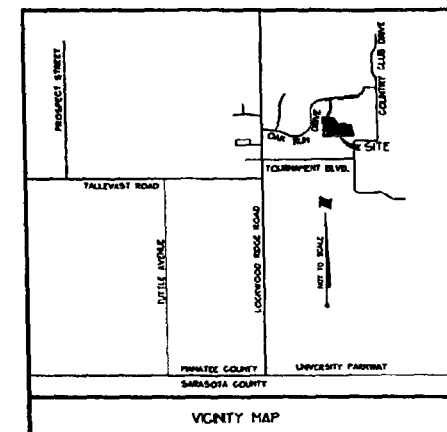
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**PROPERTY DESCRIPTION PINEHURST ESTATES PHASE A**

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.09°20'41"E, ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1328.83 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE N.88°54'41"E, ALONG THE SOUTH LINE OF SAID SECTION 28 FOR A DISTANCE OF 291.81 FEET TO THE POINT OF BEGINNING; THENCE N.18°51'30"W, FOR A DISTANCE OF 102.76 FEET; THENCE N.80°14'09"W, FOR A DISTANCE OF 188.00 FEET TO THE MOST SOUTHWESTERLY POINT OF PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 27, PAGES 58 - 62 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID CONDOMINIUM) THENCE CONTINUE ALONG SAID LINE N.72°29'52"E, FOR A DISTANCE OF 67.15 FEET; THENCE N.50°48'40"E, FOR A DISTANCE OF 84.77 FEET TO A POINT LYING ON A ARC OF A CURVE TO THE LEFT WHOSE RADIUS LIES N.42°22'51"E, AND A DISTANCE OF 36.73 FEET; THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°21'32" FOR A DISTANCE OF 45.11 FEET TO THE POINT OF TANGENCY; THENCE N.62°04'19"E, FOR A DISTANCE OF 130.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.27°35'41"W, AND A DISTANCE OF 103.22 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°52'12" FOR A DISTANCE OF 88.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.84°47'33"W, AND A DISTANCE OF 30.23 FEET; THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'11" FOR A DISTANCE OF 37.80 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PINEHURST VILLAGE, SECTION ONE, PHASE C, A CONDOMINIUM; THENCE ALONG SAID SOUTHERLY LINE N.52°29'52"E, FOR A DISTANCE OF 178.64 FEET; THENCE N.80°07'00"E, FOR A DISTANCE OF 118.56 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG SAID LINE S.00°04'48"W, FOR A DISTANCE OF 573.19 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S.88°54'41"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1318.76 FEET TO THE POINT OF BEGINNING, CONTAINING 5.883 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



**GENERAL NOTES**

1. THE DEFINITIONS SET FORTH IN THE DECLARATION OF CONDOMINIUM ARE INCORPORATED HEREIN BY REFERENCE.
2. THIS PLAN IS A CORRECT REPRESENTATION OF A BOUNDARY SURVEY OF THE LANDS DESCRIBED HEREON AS PINEHURST ESTATES, PHASE B, AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61 C17-8 OF THE FLORIDA ADMINISTRATIVE CODE.
3. L.C.E. DESIGNATES LIMITED COMMON ELEMENTS.
4. THE DIMENSIONS, ELEVATIONS AND LOCATIONS AS SHOWN HEREON ARE SUBJECT TO DESIGN CHANGES OR CONSTRUCTION REQUIREMENTS IN THE FIELD, AND THE FINAL DEDICATED SEALED AND RECORDED CONDOMINIUM PLAN WILL SHOW ALL IMPROVEMENTS AS ACTUALLY CONSTRUCTED.
5. ONLY THE LANDS DESCRIBED HEREON AS PHASE B OF PINEHURST ESTATES, A CONDOMINIUM, ARE BEING SUBMITTED HERETO BY THE CONDOMINIUM FORM OF OWNERSHIP. THE ATTACHED SURVEY IDENTIFIES THE CONDOMINIUM PROPERTY AND THE IMPROVEMENTS LOCATED THEREON, AND IN ADDITION, FOR REFERENCE PURPOSES ONLY, SHOWS THE LOCATION OF THE CONDOMINIUM PROPERTY IN PHASE A OF PINEHURST ESTATES, PHASE A, A CONDOMINIUM, THE PLAN DOES NOT CONSTITUTE A SUBMISSION OF SAID TO THE CONDOMINIUM FORM OF OWNERSHIP.
6. THIS IS LAND CONDOMINIUM, ALL THE PERMITTED IMPROVEMENTS AND STRUCTURES WITHIN THE UNIT BOUNDARIES HAVE NOT BEEN CONSTRUCTED OR LOCATED.



**CYRIX ENGINEERING, INC.**  
Engineers & Surveyors  
5887 Whitfield Avenue  
Sarasota, Fla 34243

(941) 358-8812 (ph) • (941) 358-8909 (fax)

EXHIBIT "B"  
BK 1626 PG 4871 6 of 14

BK 1626 PG 4872 7 of 14

**PINEHURST ESTATES, PHASE B**  
**A CONDOMINIUM IN SECTION 28, TOWNSHIP 35**  
**SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA**

CONDOMINIUM BOOK <sup>94</sup> PAGE <sup>153</sup>  
SHEET NO. 2 OF 9 SHEETS  
**EXHIBIT 1830**

STORM SEWER EASEMENT (LAME TRACT 1 TO LAME TRACT 2)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

STORM SEWER EASEMENT (LAME TRACT 2 TO LAME TRACT 3)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

STORM SEWER EASEMENT (LAME TRACT 4 TO LAME TRACT 5)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

STORM SEWER EASEMENT (LAME TRACT 5 TO LAME TRACT 6)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

STORM SEWER EASEMENT (LAME TRACT 6 TO THE HIGHWAY)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

LESS Any portion thereof lying beneath any structures.

STORM SEWER EASEMENT (LAME TRACT 2 TO THE HIGHWAY)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

UNDERPASS EASEMENT OVER COMMON SECTION ONE, PHASE A)  
A strip of land in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

STORM SEWER EASEMENT (LAME TRACT 3 TO LAME TRACT 4)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

STORM SEWER EASEMENT (LAME TRACT 5 TO LAME TRACT 6)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:


Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

STORM SEWER EASEMENT (LAME TRACT 6 TO THE HIGHWAY)  
A 20 foot wide strip of land lying in the NE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, and also being 10 feet on either side of the following described easement:

Commence at the southeast corner of the NE 1/4 of the SE 1/4 of said Section 28, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 104.87 feet to the POINT OF BEGINNING, thence S 87°00'00"E, a distance of 118.25 feet to the POINT OF BEGINNING, and so forth.

LESS Any portion thereof lying beneath any structures.

EASEMENTS EXISTING, CREATED OR RESERVED  
1. THE DECLARATION OF CONDOMINIUM TO WHICH THIS STATEMENT AND PLAN ARE ATTACHED CREATES, CONFERS AND RESERVES CERTAIN EASEMENTS THAT ARE NOT GENERALLY EXPECTED HERETO AND WHICH EASEMENTS ARE INCORPORATED HEREIN BY REFERENCE TO THE DECLARATION OF CONDOMINIUM AND THIS STATEMENT. THE EASEMENTS REFERRED TO IN THIS STATEMENT INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:  
A. UTILITY EASEMENT: A NARROW EASEMENT FOR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF PUBLIC AND PUBLIC UTILITY LINES AND SERVICES OF ALL TYPES UNDER AND OVER THE SURFACE OF THE CONDOMINIUM LOTS WHICH ARE NOT OCCUPIED BY BUILDINGS OR OTHER STRUCTURES.  
B. ENCROACHMENTS: AN EASEMENT FOR ANY LIMIT THAT ENCROACHES UPON ANY OF THE COMMON ELEMENTS OR UPON ANY OTHER UNIT, ALONG WITH AN EASEMENT FOR ANY COMMON ELEMENT THE ENCROACHES UPON ANY UNIT, WHICH EASEMENTS SHALL EXTEND TO THE EXTENT OF SUCH ENCROACHMENTS SO LONG AS THE ENCROACHMENT EXISTS.  
C. TRAFFIC: AN EASEMENT FOR PEDESTRIAN TRAFFIC, OVER, THROUGH AND ACROSS DRIVEWAYS, PATHS, WALKS, AND OTHER PORTIONS OF THE COMMON ELEMENTS FOR THE PURPOSE OF ACCESS TO THE COMMON ELEMENTS AND DRIVEWAYS, THROUGH AND ACROSS SUCH PORTIONS OF THE COMMON ELEMENTS AS MAY FROM TIME TO TIME BE PROVIDED AND WITHDRAWN FOR SUCH PURPOSES WHICH EASEMENTS SHALL BE FOR THE USE AND BENEFIT OF THE UNIT OWNERS AND DEVELOPER.  
D. UNIT EASEMENT AND EQUIPMENT AGREEMENT AND RESERVED IN OTHER RECORDS BOOK 1388, PAGE 1533, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS INDICATED HEREIN.  
E. EASEMENTS CREATED AND RESERVED BY DECLARATION OF CONDOMINIUM AND INSTRUMENTS FOR PURCHASER RESERVED IN OTHER RECORDS BOOK 1388, PAGE 1533, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.  
F. EASEMENTS FOR ALL LINES, ALL EASEMENTS CREATED, GRANTED AND RESERVED IN THE DECLARATION OF CONDOMINIUM, AND THE EASEMENTS REFERRED TO IN THIS STATEMENT SHALL BE AMENDED FROM TIME TO TIME, AND FOR THE BENEFIT OF ALL PARTIES OF THIS DECLARATION OF CONDOMINIUM AND THIS STATEMENT, AND FOR THE BENEFIT OF ALL PARTIES OF THIS DECLARATION OF CONDOMINIUM AND THIS STATEMENT, OR AS A SEPARATE INSTRUMENT OR INSTRUMENTS OR INSTRUMENTS.

  
**CYRIX ENGINEERING, INC.**  
Engineers & Surveyors  
5887 Whitefield Avenue  
Sarasota, Fla 34245  
(941) 358-8812 (oh) • (941) 358-8909 (fx)





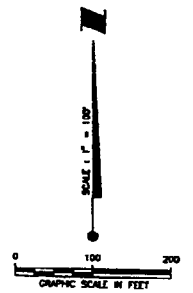
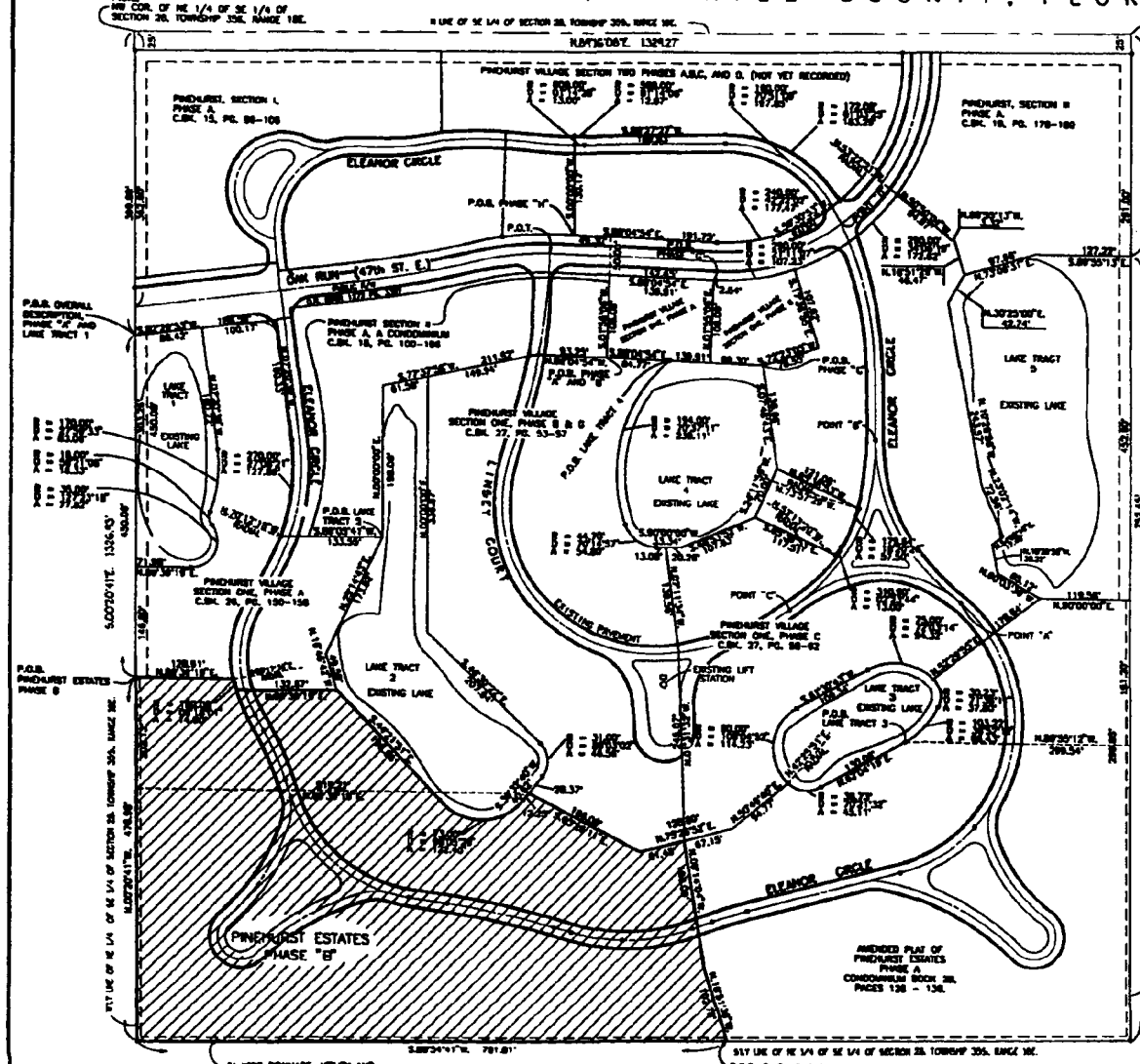
Inst. Number: 201941050965 Page 45 of 66 Date: 5/24/2019 Time: 12:11 PM  
Angelina "Angel" Colonoso Clerk of Courts, Manatee County, Florida

BK 1626 PG 4875 10 of 14

# PINEHURST ESTATES, PHASE B

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35  
SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 29 PAGE 156  
SHEET No. 5 OF 9 SHEETS  
**EXHIBIT 103**



NOTE: SEE SHEETS 2, 3 & 4 FOR EASEMENT LOCATIONS FOR ADDITIONAL NOTES AND DEFINITION OF UNIT BOUNDARIES SEE SHEET 8.

## PHASING PLAN

( NOT A SURVEY )



**CYRK ENGINEERING, INC.**  
Engineers & Surveyors  
5857 Whitfield Avenue  
Sarasota, Fla 34243

(941) 358-8812 (ph) • (941) 358-8909 (fax)

Inst. Number: 201941050965 Page 46 of 66 Date: 5/24/2019 Time: 12:11 PM  
 Angelina "Angel" Coloneso Clerk of Courts, Manatee County, Florida

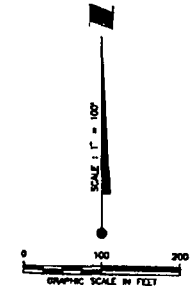
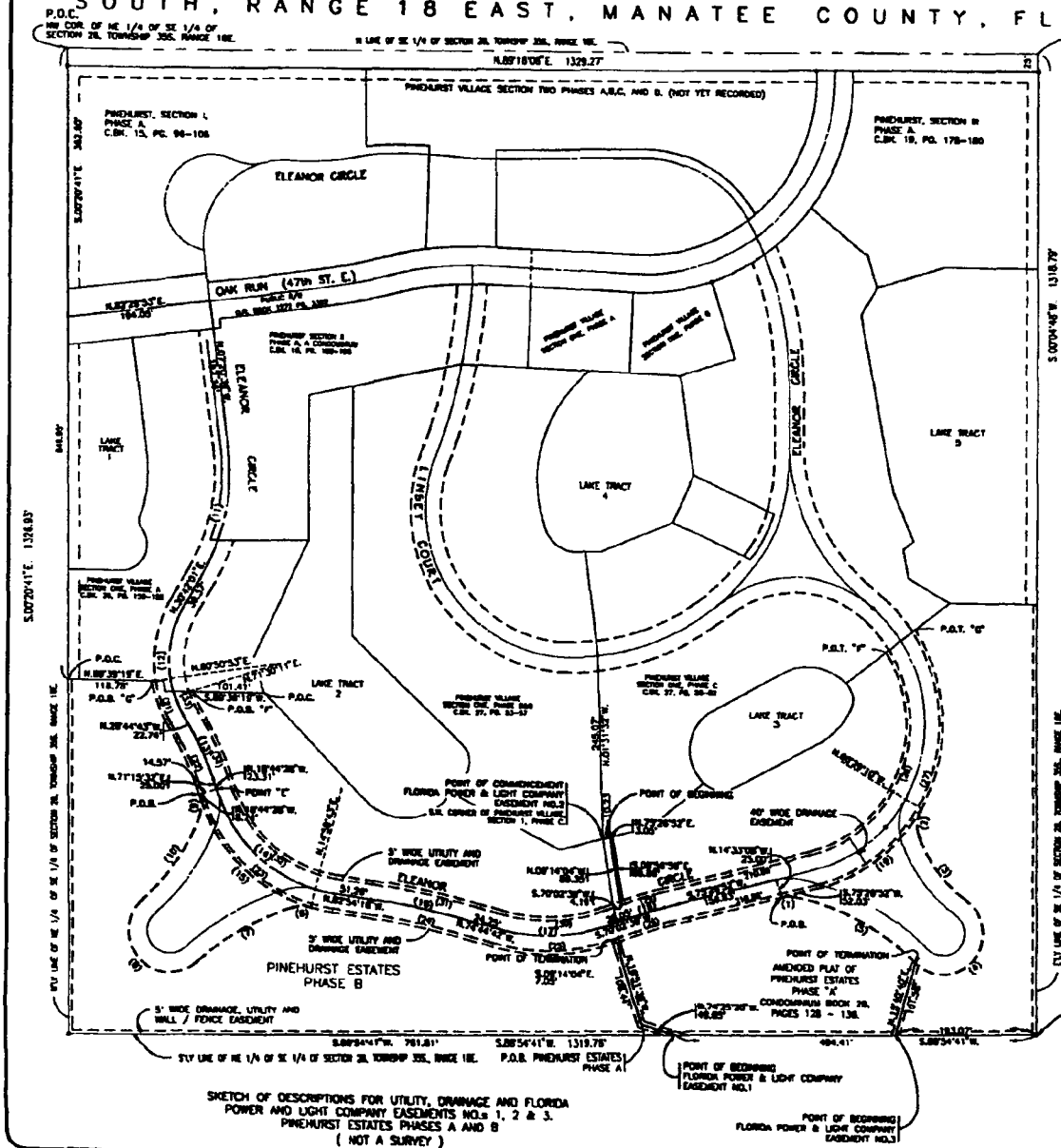
BK 1626 PG 4876 11 of 14

# PINEHURST ESTATES, PHASE B

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35  
 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 29 PAGE 157  
 SHEET No. 6 OF 9 SHEETS

EXHIBIT B



**CURVE TABLE**

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	100.00	18.00	18.85	34.20	N.18.00°E.
2	150.00	12.00	12.57	25.71	N.12.00°E.
3	200.00	9.00	9.42	19.28	N.9.00°E.
4	250.00	7.20	7.54	15.43	N.7.20°E.
5	300.00	6.00	6.28	12.74	N.6.00°E.
6	350.00	5.14	5.36	10.86	N.5.14°E.
7	400.00	4.50	4.71	9.66	N.4.50°E.
8	450.00	4.00	4.24	8.59	N.4.00°E.
9	500.00	3.60	3.86	7.64	N.3.60°E.
10	550.00	3.27	3.54	6.81	N.3.27°E.
11	600.00	2.98	3.27	6.09	N.2.98°E.
12	650.00	2.72	3.03	5.47	N.2.72°E.
13	700.00	2.50	2.81	4.93	N.2.50°E.
14	750.00	2.31	2.61	4.46	N.2.31°E.
15	800.00	2.14	2.43	4.05	N.2.14°E.
16	850.00	2.00	2.27	3.69	N.2.00°E.
17	900.00	1.88	2.13	3.37	N.1.88°E.
18	950.00	1.78	2.01	3.09	N.1.78°E.
19	1000.00	1.70	1.90	2.84	N.1.70°E.
20	1050.00	1.63	1.81	2.61	N.1.63°E.
21	1100.00	1.57	1.73	2.40	N.1.57°E.
22	1150.00	1.52	1.66	2.21	N.1.52°E.
23	1200.00	1.48	1.60	2.04	N.1.48°E.
24	1250.00	1.44	1.54	1.89	N.1.44°E.
25	1300.00	1.41	1.49	1.76	N.1.41°E.
26	1350.00	1.38	1.45	1.64	N.1.38°E.
27	1400.00	1.35	1.41	1.53	N.1.35°E.
28	1450.00	1.33	1.38	1.43	N.1.33°E.
29	1500.00	1.31	1.35	1.34	N.1.31°E.
30	1550.00	1.29	1.32	1.26	N.1.29°E.
31	1600.00	1.27	1.30	1.19	N.1.27°E.
32	1650.00	1.26	1.28	1.13	N.1.26°E.
33	1700.00	1.25	1.26	1.07	N.1.25°E.
34	1750.00	1.24	1.25	1.02	N.1.24°E.
35	1800.00	1.23	1.23	0.97	N.1.23°E.
36	1850.00	1.22	1.22	0.93	N.1.22°E.
37	1900.00	1.21	1.21	0.89	N.1.21°E.
38	1950.00	1.20	1.20	0.86	N.1.20°E.
39	2000.00	1.20	1.19	0.83	N.1.20°E.
40	2050.00	1.19	1.18	0.80	N.1.19°E.
41	2100.00	1.18	1.17	0.77	N.1.18°E.
42	2150.00	1.18	1.16	0.75	N.1.18°E.
43	2200.00	1.17	1.15	0.72	N.1.17°E.
44	2250.00	1.17	1.14	0.70	N.1.17°E.
45	2300.00	1.16	1.13	0.68	N.1.16°E.
46	2350.00	1.16	1.12	0.66	N.1.16°E.
47	2400.00	1.15	1.11	0.64	N.1.15°E.
48	2450.00	1.15	1.10	0.62	N.1.15°E.
49	2500.00	1.14	1.09	0.60	N.1.14°E.
50	2550.00	1.14	1.08	0.58	N.1.14°E.
51	2600.00	1.13	1.07	0.56	N.1.13°E.
52	2650.00	1.13	1.06	0.55	N.1.13°E.
53	2700.00	1.12	1.05	0.53	N.1.12°E.
54	2750.00	1.12	1.04	0.52	N.1.12°E.
55	2800.00	1.11	1.03	0.50	N.1.11°E.
56	2850.00	1.11	1.02	0.49	N.1.11°E.
57	2900.00	1.10	1.01	0.47	N.1.10°E.
58	2950.00	1.10	1.00	0.46	N.1.10°E.
59	3000.00	1.09	0.99	0.45	N.1.09°E.
60	3050.00	1.09	0.98	0.44	N.1.09°E.
61	3100.00	1.08	0.97	0.43	N.1.08°E.
62	3150.00	1.08	0.96	0.42	N.1.08°E.
63	3200.00	1.07	0.95	0.41	N.1.07°E.
64	3250.00	1.07	0.94	0.40	N.1.07°E.
65	3300.00	1.06	0.93	0.39	N.1.06°E.
66	3350.00	1.06	0.92	0.38	N.1.06°E.
67	3400.00	1.05	0.91	0.37	N.1.05°E.
68	3450.00	1.05	0.90	0.36	N.1.05°E.
69	3500.00	1.04	0.89	0.35	N.1.04°E.
70	3550.00	1.04	0.88	0.34	N.1.04°E.
71	3600.00	1.03	0.87	0.33	N.1.03°E.
72	3650.00	1.03	0.86	0.32	N.1.03°E.
73	3700.00	1.02	0.85	0.31	N.1.02°E.
74	3750.00	1.02	0.84	0.30	N.1.02°E.
75	3800.00	1.01	0.83	0.29	N.1.01°E.
76	3850.00	1.01	0.82	0.28	N.1.01°E.
77	3900.00	1.00	0.81	0.27	N.1.00°E.
78	3950.00	1.00	0.80	0.26	N.1.00°E.
79	4000.00	0.99	0.79	0.25	N.0.99°E.
80	4050.00	0.99	0.78	0.24	N.0.99°E.
81	4100.00	0.98	0.77	0.23	N.0.98°E.
82	4150.00	0.98	0.76	0.22	N.0.98°E.
83	4200.00	0.97	0.75	0.21	N.0.97°E.
84	4250.00	0.97	0.74	0.20	N.0.97°E.
85	4300.00	0.96	0.73	0.19	N.0.96°E.
86	4350.00	0.96	0.72	0.18	N.0.96°E.
87	4400.00	0.95	0.71	0.17	N.0.95°E.
88	4450.00	0.95	0.70	0.16	N.0.95°E.
89	4500.00	0.94	0.69	0.15	N.0.94°E.
90	4550.00	0.94	0.68	0.14	N.0.94°E.
91	4600.00	0.93	0.67	0.13	N.0.93°E.
92	4650.00	0.93	0.66	0.12	N.0.93°E.
93	4700.00	0.92	0.65	0.11	N.0.92°E.
94	4750.00	0.92	0.64	0.10	N.0.92°E.
95	4800.00	0.91	0.63	0.09	N.0.91°E.
96	4850.00	0.91	0.62	0.08	N.0.91°E.
97	4900.00	0.90	0.61	0.07	N.0.90°E.
98	4950.00	0.90	0.60	0.06	N.0.90°E.
99	5000.00	0.89	0.59	0.05	N.0.89°E.
100	5050.00	0.89	0.58	0.04	N.0.89°E.

NOTE: SEE SHEETS 2, 3 & 4 FOR EASEMENT LOCATIONS  
 FOR ADDITIONAL NOTES AND DEFINITION OF UNIT BOUNDARIES  
 SEE SHEET 9.

**CYRIX ENGINEERING, INC.**  
 Engineers & Surveyors  
 5887 Whitfield Avenue  
 Sarasota, Fla 34243

(941) 358-8812 (ph) • (941) 358-8909 (fax)

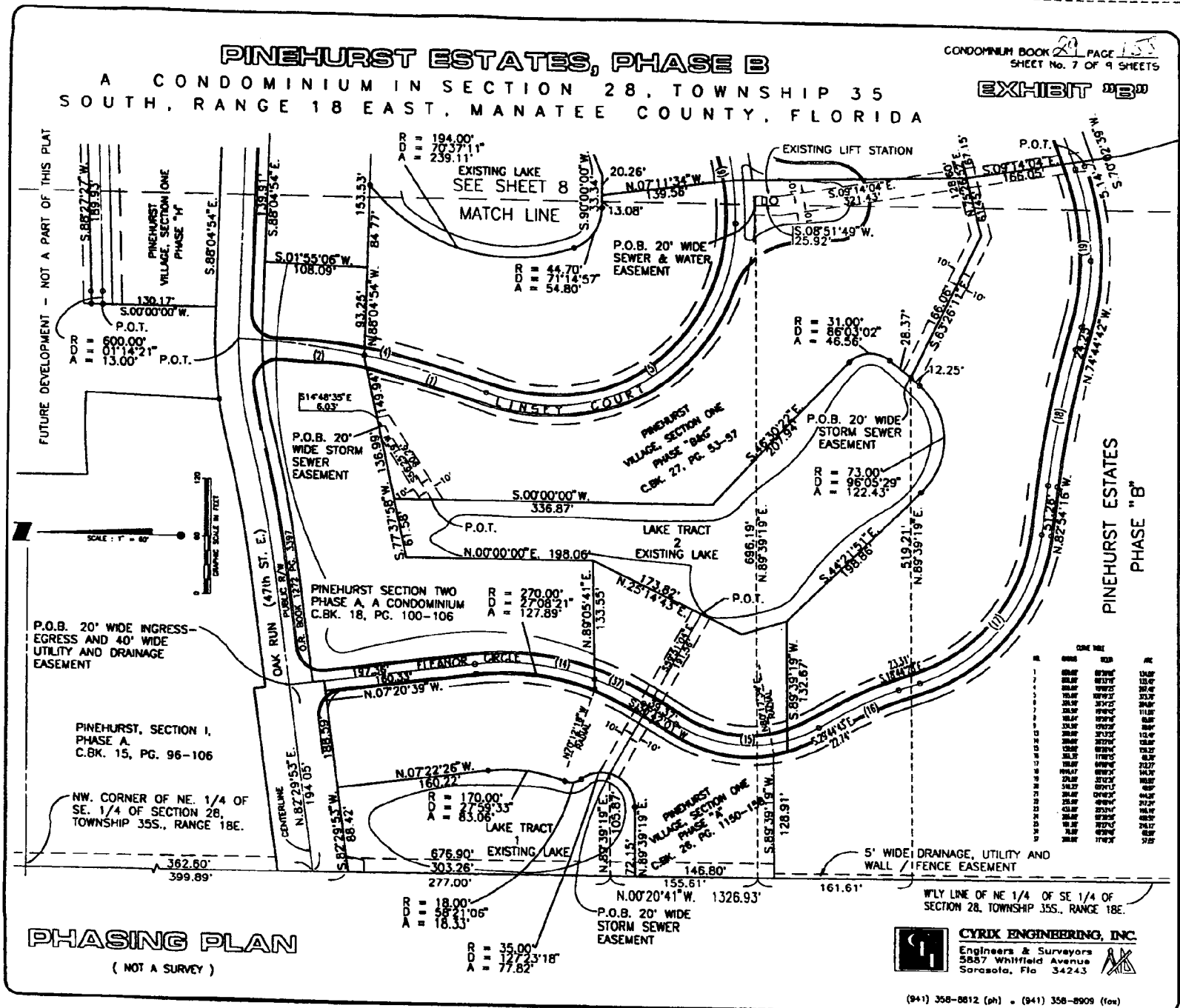
SKETCH OF DESCRIPTIONS FOR UTILITY, DRAINAGE AND FLORIDA  
 POWER AND LIGHT COMPANY EASEMENTS NOS. 1, 2 & 3.  
 PINEHURST ESTATES PHASES A AND B  
 ( NOT A SURVEY )

POINT OF BEGINNING  
 FLORIDA POWER & LIGHT COMPANY  
 EASEMENT NO.1

POINT OF BEGINNING  
 FLORIDA POWER & LIGHT COMPANY  
 EASEMENT NO.3

Inst. Number: 201941050965 Page 47 of 66 Date: 5/24/2019 Time: 12:11 PM  
Angelina "Angel" Colomneso Clerk of Courts, Manatee County, Florida

BK 1626 PG 4877 12 of 14



**PHASING PLAN**  
( NOT A SURVEY )

**CYRIX ENGINEERING, INC.**  
Engineers & Surveyors  
5887 Whitfield Avenue  
Sarasota, Fla 34243

(941) 358-8812 (ph) • (941) 358-8908 (fax)

08/07/08 14077 0-0-0

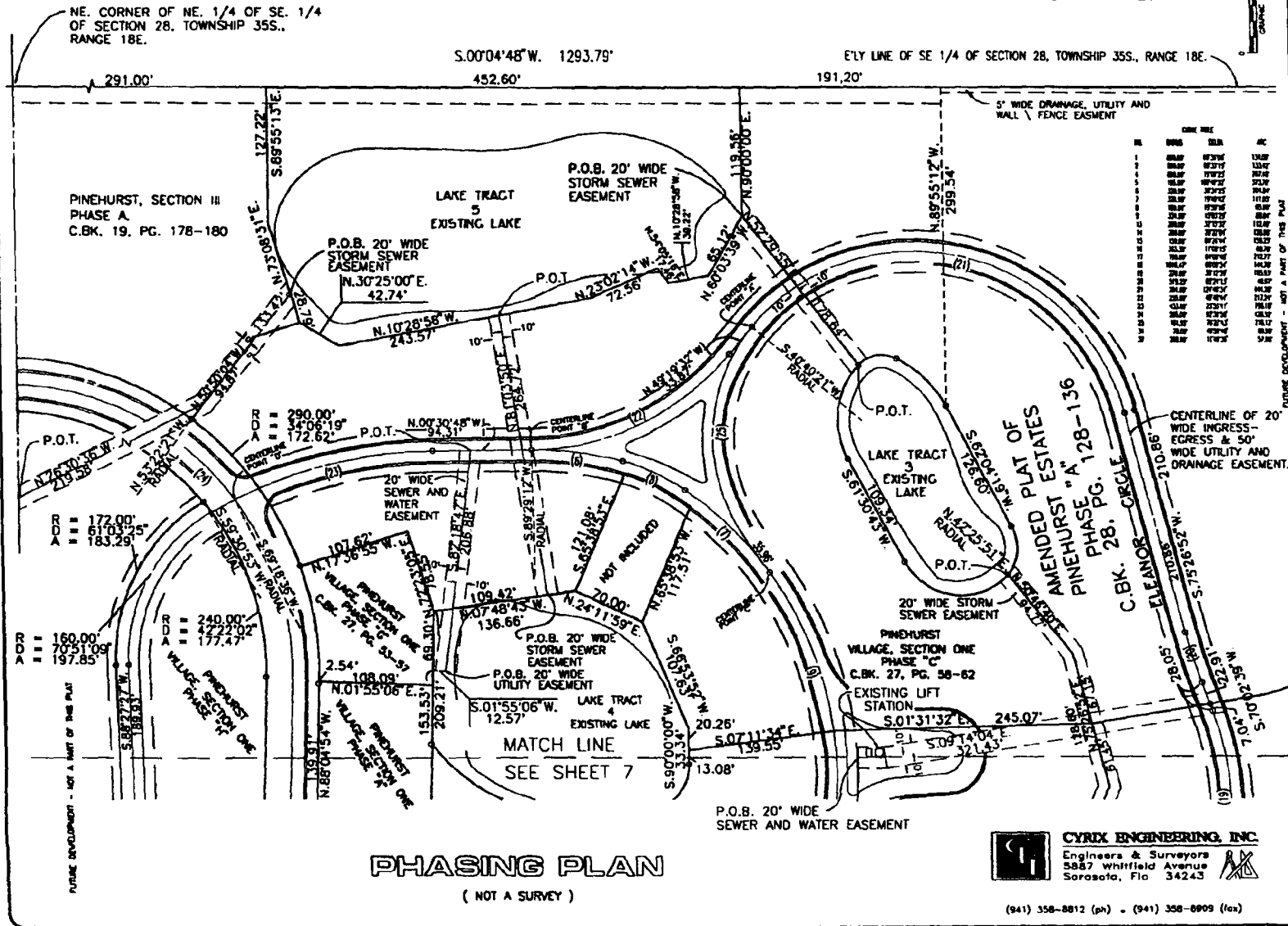
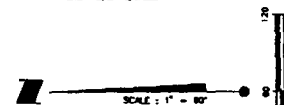
BK 1626 PG 4878 13 of 14

# PINEHURST ESTATES, PHASE B

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 29 PAGE 139  
SHEET No. 8 OF 9 SHEETS

EXHIBIT B



## PHASING PLAN

( NOT A SURVEY )



**CYRIX ENGINEERING, INC.**  
Engineers & Surveyors  
5827 Whitfield Avenue  
Sarasota, Fla 34243

(941) 358-8812 (ph) • (941) 358-8909 (fax)

DATE PLOTTED 8-24

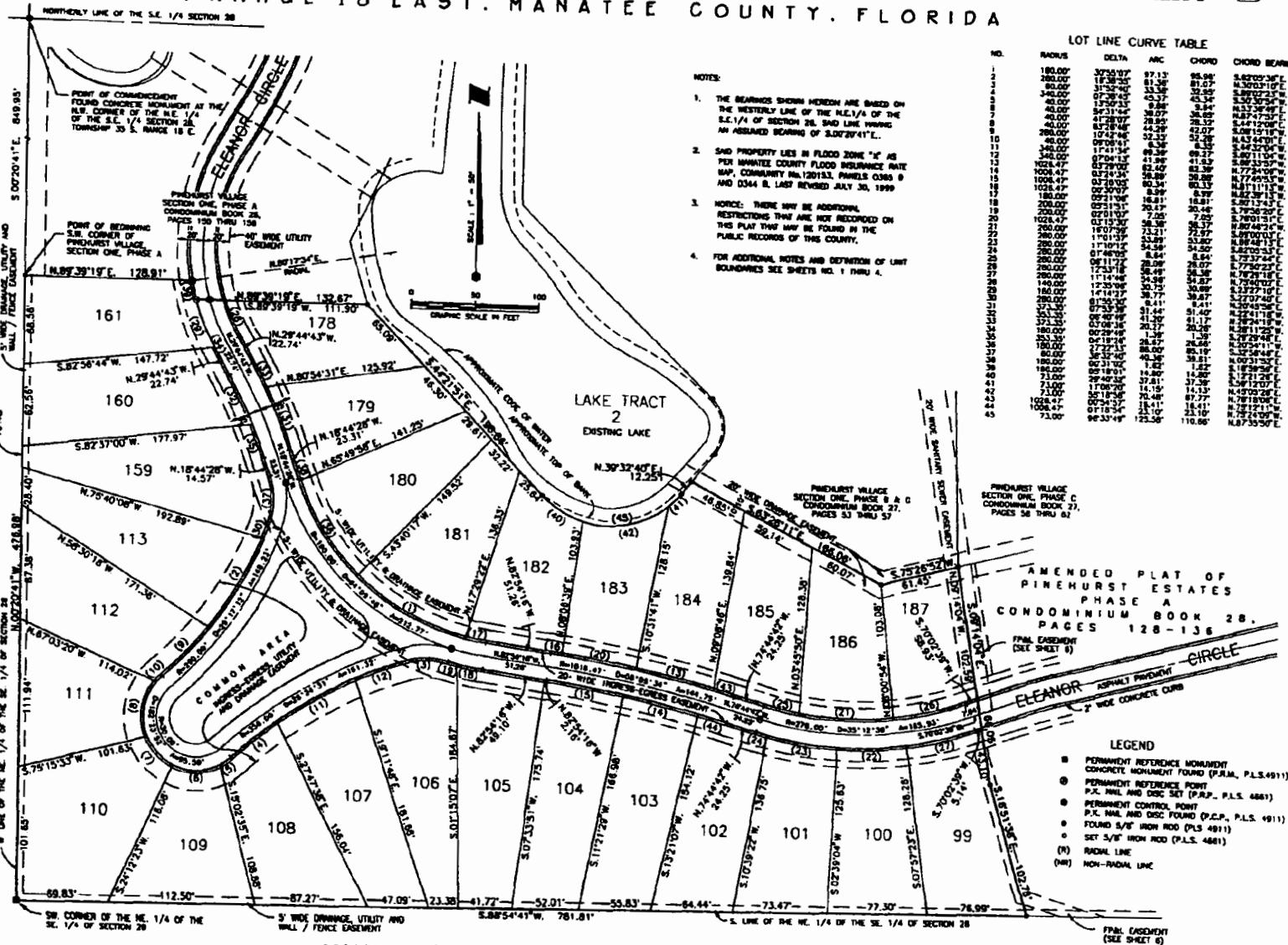
DK 1626 PG 4879 FILED AND RECORDED 3/6/00 2:30:14 PM 14 of 14  
 R.R. SHAW CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

# PINEHURST ESTATES, PHASE B

A CONDOMINIUM IN SECTION 28, TOWNSHIP 35  
 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 28 PAGE 100  
 SHEET No. 9 of 9 SHEETS

**EXHIBIT B**



- NOTES:
- THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 28, SAID LINE HAVING AN ASSAILED BEARING OF S.07°20'41"E.
  - SAID PROPERTY LIES IN FLOOD ZONE "X" AS PER MANATEE COUNTY FLOOD INSURANCE RATE MAP, COMMUNITY NO.120153, PANELS C385 B AND C344 B, LAST REVISED JULY 30, 1999.
  - NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
  - FOR ADDITIONAL NOTES AND DEFINITION OF LOT BOUNDARIES SEE SHEETS NO. 1 THRU 4.

LOT LINE CURVE TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	180.00	37°51'07"	87.13	95.98	S.82°03'36"E
2	280.00	1°38'25"	81.38	81.67	N.30°31'01"E
3	340.00	0°25'40"	33.39	32.95	S.89°22'31"E
4	40.00	1°59'53"	63.37	43.54	S.33°36'58"E
5	40.00	1°59'53"	63.37	43.54	N.53°26'08"E
6	40.00	1°59'53"	63.37	43.54	N.67°47'23"E
7	40.00	1°59'53"	63.37	43.54	S.41°12'08"E
8	280.00	10°42'46"	51.29	42.07	S.08°15'19"E
9	40.00	1°59'53"	63.37	43.54	N.43°40'11"E
10	40.00	0°08'41"	51.29	6.35	S.44°32'06"E
11	40.00	1°59'53"	63.37	43.54	S.00°11'09"E
12	340.00	0°25'40"	41.38	41.53	S.00°11'09"E
13	1028.47	0°04'13"	28.28	28.28	S.00°11'09"E
14	1008.47	0°24'35"	82.88	82.38	N.77°54'49"E
15	1008.47	0°24'35"	82.88	82.38	N.77°54'49"E
16	1028.47	0°04'13"	28.28	28.28	N.77°54'49"E
17	280.00	10°42'46"	51.29	42.07	N.41°12'08"E
18	180.00	0°25'40"	16.81	16.81	S.00°17'43"E
19	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
20	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
21	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
22	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
23	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
24	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
25	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
26	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
27	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
28	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
29	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
30	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
31	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
32	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
33	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
34	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
35	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
36	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
37	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
38	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
39	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
40	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
41	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
42	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
43	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
44	200.00	0°25'40"	33.62	33.62	S.00°17'43"E
45	200.00	0°25'40"	33.62	33.62	S.00°17'43"E

- LEGEND
- PERMANENT REFERENCE MONUMENT
  - CONCRETE MONUMENT FOUND (P.R.M., P.L.S. 4911)
  - P.C. NAIL AND DISC SET (P.C.P., P.L.S. 4861)
  - PERMANENT CONTROL POINT
  - P.C. NAIL AND DISC FOUND (P.C.P., P.L.S. 4911)
  - FOUND 5/8" IRON ROD (P.L.S. 4861)
  - SET 5/8" IRON ROD (P.L.S. 4861)
  - (R) RADIAL LINE
  - (NR) NON-RADIAL LINE

**CYRUS ENGINEERING, INC.**  
 Engineers & Surveyors  
 5457 Whittfield Avenue  
 Sarasota, FL 34243