

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	FINAL PLAT - OLD GROVE AT GREENFIELD PLANTATION, PHASE III-B	TYPE AGENDA ITEM	Consent
DATE REQUESTED	January 23, 2001	DATE SUBMITTED/REVISED	January 12, 2001
BRIEFINGS?/WHO?	None	CONSEQUENCES IF DEFERRED	None
DEPARTMENT/DIVISION	Planning Plan Implementation	AUTHORIZED BY TITLE	Carol Clarke Director <i>CCS</i>
CONTACT PERSON TELEPHONE/EXTENSION	Debbie Perron 6866 <i>DP</i>	PRESENTER/TITLE TELEPHONE/EXTENSION	Debbie Perron, Final Plat Coordinator, 6866
ADMINISTRATIVE APPROVAL	<i>[Signature]</i>		

ACTION DESIRED

INDICATE WHETHER ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED:

FORM OF MOTION:

- 1) Approval of, authorization for Chairman to execute, and authorization to record Final Subdivision Plat; ✓
- 2) Acceptance of, authorization for Chairman to execute, and authorization to record Mortgagee's Joinder in Declaration only from Bank of America, N.A. as successor to Barnett Bank, N.A.; ✓
- 3) Acceptance of, and authorization for Chairman to execute Required Improvements Agreement; Re: Letter of Credit No. 3029140 from Bank of America; ✓
- 4) Acceptance of, and authorization for Chairman to execute Letter of Credit No. 3029140 from Bank of America; ✓
- 5) Acceptance of, and authorization for Chairman to execute Agreement In Conjunction With Letter of Credit As Security Guaranteeing Completion of Required Sidewalks and Bikeways; Re: Letter of Credit No. 3029140 from Bank of America; ✓
- 6) Acceptance of, and authorization to record Off-Site Drainage Easement; ✓
- 7) Authorization to record Affidavit of Ownership and Encumbrances; ✓
- 8) Approval of, authorization for Chairman to execute and authorization to record Mortgagee's Joinder In Ratification of and Consent to Off-Site Drainage Easements from American Bank. ✓

*To Recording
1/24/01*

9. Record Supp. Master Dec., Cov., etc. ✓

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

MANATEE COUNTY LAND DEVELOPMENT CODE, ORDINANCE 90-01, AS AMENDED

THE MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS.

The Developer has been issued a Certificate of Level of Service for Potable Water, Solid Waste, Sanitary Sewer, Transit, Drainage, Traffic and Fire Protection, Objection 2.4.2, Concurrency.

APPROVED IN OPEN SESSION

JAN 23 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

Access ✓

BACKGROUND/DISCUSSION

- This is a single family residential subdivision with sixty-seven (67) lots.
- The Developer has posted performance bonds for the remaining required improvements.
- The Greenfield Plantation Homeowner's Association will maintain all common areas.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED ? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) "NO"

1) IF "NO" TO ABOVE,

A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:

NOT REQUIRED BY THE LAND DEVELOPMENT CODE

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT: N/A

2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

N/A

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER **MUST BE ATTACHED** (If comments were verbal, so Indicate.)

N/A

ATTACHMENTS: (List in order as attached)

- Final Plat
- Documents

These attachments may not be included in each agenda packet; however, the original is on file with Board Records and a full copy has been placed in the Board of County Commissioner's Reading file for review.

INSTRUCTIONS TO BOARD RECORDS:

- ✓ 1) Final Plat (6 Pages. Please return 2 certified copies of Plat), $30+75+62 = 167$
- ✓ 2) Mortgagee's Joinder from Bank of America, N.A.,
- ~~3) Mortgagee's Joinder from American Bank~~
- ✓ 4) Supplemental Master Declaration of Covenants, Conditions and Restrictions for Greenfield Plantation, Subdivision,
- ✓ 5) Off-Site Drainage Easement (Please return recorded copy to Land Acquisition, TD, Attn: Malvine Glenn and Don Stilwell, Transportation Dept.),
- ✓ 6) Joinder from American Bank, (Return recorded copy to Land Acquisition, TD, Attn: Malvine Glenn),
- ✓ 7) Affidavit of Ownership & Encumbrances (Please return recorded copy to Land Acquisition, TD, Attn: Malvine Glenn).

COST N/A

SOURCE (ACCT# & NAME) N/A

COMMENTS N/A

AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) N/A

1. Final Plat: \$30.00 + 75.00 + 62.00 = 167.00
 2. Mortgage's joinder (3pp) = 15.00
 3. Off-site drain easement (4pp) = 19.50
 4. Aff. Own. & Encumbrance (3pp) = 15.00
 5. Mortgage Joinder - off-site drain eas. (3pp) = 15.00
 6. - Supp Master Dec (4pp) = 19.50
 } \$251.00

MANATEE COUNTY GOVERNMENT
PLANNING DEPARTMENT

Land Development Application

FOR STAFF USE ONLY

Date: 9/15/00 File Number: PDR-95-08/00-S-44(F)
File Name: OLD GROVE AT GREENFIELD PLANTATION PHASE III-B

This application shall be used for all land development, rezone or comprehensive plan amendment requests. Please attach appropriate standards or supplementary information, as applicable.

TYPE OF APPROVAL DESIRED: Old Grove at Greenfield Plantation Phase III-B Final Plat Approval

LIST CASE NUMBERS OF PREVIOUS APPROVALS: PDR-95-08

A. Property Information

1. Legal Description: See Attached Exhibit "A"
2. D.P. Number(s): Part of 5668.0015/9
3. Section: 30 Township: 34 Range: 19
4. Subdivision Name (if Platted): _____
5. Lot: _____ 6. Block: _____
7. Address or Location of Property (See Address Coordinator, if physical address is needed): Within Greenfield Plantation at S.R.64 and Upper Manatee River Road.
8. Present Zoning Classification: PDR
9. (If Rezone) Proposed Zoning Classification: N/A
10. (If Comprehensive Plan Map Amendment) Proposed Future Land Use Category: N/A 11. Future Land Use Category: UF-3
12. Flood Zone Category: X Map/Panel Numbers: 120153-0352-C
13. Property Size (to the nearest tenth of acre or sq. ft.): 14.68 M/L
14. Existing Use(s) of Subject Property (i.e.: vacant, residence, commercial, etc.):
Vacant
15. Surrounding Land Use(s) (i.e.: vacant, residence, commercial, etc.):
 - a. North: Golf Course c. East: Residential
 - b. South: Golf Course d. West: Residential
16. Description of Proposed Activity or Use (Attach Separate Sheet if Necessary):
67 single family lots

B. Names/ Addresses

List all person(s) having ownership in subject property.

1. Name of Property Owner: See Attached Owners List
Address: _____
Zip: _____ Phone: _____
2. Name: _____
Address: _____
Zip: _____ Phone: _____

Page 2
Land Development Application

3. Name of Agent: HOLLAND & KNIGHT, LLP AND ** ZOLLER, NAJJAR & SHROYER
Address: 1001 3rd Avenue West, Suite 600, Bradenton FL **See Below for Address & Phone Zip: 34205 Phone: 941/748-7076
Contact Person: Carol Masio McGuire, Esquire
4. Name of Engineer: Zoller, Najjar & Shroyer
Address: **Post Office Box 9448, Bradenton, FL
Zip: 34206 Phone: 941/ 748-8080
Contact Person: Steve Shroyer
5. Name of Architect: N/A
Address: _____
Zip: _____ Phone: _____
Contact Person: _____
6. Name of Landscape Architect: _____
Address: _____
Zip: _____ Phone: _____
Contact Person: _____

NOTE: UNLESS OTHERWISE NOTED ALL WRITTEN CORRESPONDENCE WILL BE MAILED TO THE AGENT. IF THERE IS NO AGENT, COMMENTS WILL BE SENT TO THE PROPERTY OWNER.

C. Signature

I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving Building Permits and/or Final Development Approval.

By executing this application, I acknowledge that I am familiar with the Rules of Procedure which apply to the boards or commissions which will act on my application and that I have read and understand such Rules of Procedures.

See Attached "Signature Page"
(Signature of Property Owner or Agent)

OWNERS LIST

RIVER ROAD PLANTATION,
a Florida General Partnership
814 6th Avenue West
Bradenton, FL 34205


SIGNATURE PAGE


RIVER ROAD PLANTATION, a Florida
General Partnership

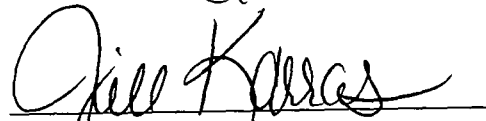
By: Its Managing General Partner

WITNESSES:

Bruce Williams Farm Associates, Inc.,
a Florida Corporation


Print Name: Carol Masio McBuire

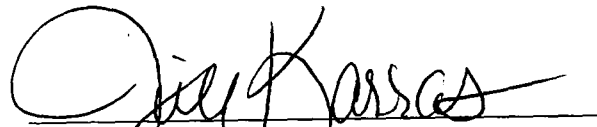
By: 
LLOYD E. WILLIAMS, JR.
its President


Print Name: **Jill Karras**

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me this 15th
day of September, 2000, by LLOYD E. WILLIAMS, JR., as President of
BRUCE WILLIAMS FARM ASSOCIATES, INC., a Florida Corporation, who is
personally known to me.




Notary Public
Print Name: **Jill Karras**

My Commission Expires

MANATEE COUNTY PLANNING, PERMITTING, AND INSPECTIONS DEPARTMENT

AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION

AFFIDAVIT

FILE NUMBER: _____

Lloyd Williams, as President 814 6th Avenue West, Bradenton FL 34205
(Print) PROPERTY OWNER, MAILING ADDRESS, OFFICER'S NAME, TITLE

Being first duly sworn, depose(s) and say(s):

1. That I am (we are) the owner(s) and record title holder(s) of the following described property legal description, to wit: SEE ATTACHED EXHIBIT "A"
2. That this property constitutes the property for which a request for Final Plat Approval - Old Grove at Greenfield Plantation Phase III -B
(Type of Application Approval Requested). is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint HOLLAND & KNIGHT, LLP and Zoller, Najjar & Shroyer as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and condition of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

See Attached "Signature Page"
Owner Signature/Print Title

Owner Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ by _____
_____ who is personally known to me or who has produced _____
_____ as identification.

Signature of Person Taking Acknowledgement, if any

Name

Title or Rank

My Commission Expires: _____

Commission No.: _____


SIGNATURE PAGE

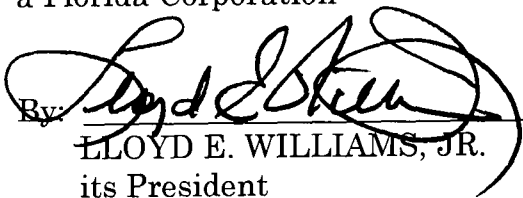
RIVER ROAD PLANTATION, a Florida
General Partnership

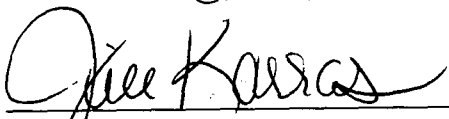
By: Its Managing General Partner

WITNESSES:

Bruce Williams Farm Associates, Inc.,
a Florida Corporation


Print Name: Carol Masio McGuire

By: 
LLOYD E. WILLIAMS, JR.
its President


Print Name: **Jill Karras**

STATE OF FLORIDA
COUNTY OF MANATEE

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BRUCE WILLIAMS FARM ASSOCIATES, INC., a Florida Corporation, who is
personally known to me.




Notary Public
Print Name: **Jill Karras**

My Commission Expires



EXHIBIT "A"

Page 1 of 2

201 5th Avenue Drive East
Post Office Box 9448
Bradenton, Florida 34206

(941) 748-8080
Fax (941) 748-3318
Survey Fax (941) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION
PHASE IIIB, A SUBDIVISION

DESCRIPTION:

BEGIN AT NORTHWEST CORNER OF LOT 59, BLOCK A OF OLD GROVE AT GREENFIELD PLANTATION, PHASE II, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGE 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY OUTLINE OF SAID SUBDIVISION THE FOLLOWING NINETEEN (19) COURSES: (1) S 55°24'00" W, A DISTANCE OF 105.00 FEET; (2) S 34°36'00" E, A DISTANCE OF 28.58 FEET; (3) S 55°24'00" W, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 55°24'00" E, AT A DISTANCE OF 250.00 FEET; (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°57'00", A DISTANCE OF 34.69 FEET; (5) S 47°27'00" W, A DISTANCE OF 108.44 FEET; (6) S 34°36'00" E, A DISTANCE OF 5.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 23.90 FEET; (8) S 40°59'00" W, A DISTANCE OF 105.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 40°59'00" E, AT A DISTANCE OF 200.00 FEET; (9) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 50.32 FEET TO A POINT OF TANGENCY; (10) N 34°36'00" W, A DISTANCE OF 25.60 FEET; (11) S 55°24'00" W, A DISTANCE OF 155.00 FEET; (12) N 34°36'00" W, A DISTANCE OF 166.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (13) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'00", A DISTANCE OF 26.47 FEET TO A POINT OF TANGENCY; (14) N 50°34'00" W, A DISTANCE OF 44.29 FEET; (15) S 39°26'00" W, A DISTANCE OF 105.00 FEET; (16) S 50°34'00" E, A DISTANCE OF 7.83 FEET; (17) S 39°26'00" W, A DISTANCE OF 50.00 FEET; (18) N 50°34'00" W, A DISTANCE OF 8.10 FEET; (19) S 39°26'00" W, A DISTANCE OF 105.00 FEET; THENCE N 50°34'00" W, A DISTANCE OF 244.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'00", A DISTANCE OF

EXHIBIT "A"

Page 2 of 2

- 2 -

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIIB .

169.56 FEET TO A POINT OF TANGENCY; THENCE N 23°12'00" W, A DISTANCE OF 194.35 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 361.28 FEET TO A POINT OF TANGENCY; THENCE N 66°48'00" E, A DISTANCE OF 99.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET; THENCE NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°36'00", A DISTANCE OF 775.08 FEET TO A POINT OF TANGENCY; THENCE S 34°36'00" E, A DISTANCE OF 305.49 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 14.68 ACRES, MORE OR LESS.

*Zoller,
Nassar &
Shroyer, L.C.*

Bank No: 10000000000000000000
 Case No: 212078
 Tr. No. / Doc. No: 09/15/2000
 09/15/2000 12:48:55
 BRCC 800 255-9111000 FISH 5000
 PCC 000
 CHECK AMOUNT 1,500.00
 ORDER
 Total 1,500.00
 Receipt / Amount 1,500.00
 Change 0.00

MANATEE COUNTY
 MISCELLANEOUS INVOICE

Page 1 of 1

INVOICE # : 222078

INVOICE DATE : 09/15/2000

PRINT DATE : 09/15/2000

PRINT TIME : 12:48:55

OPERATOR : phylliss

COPY # : 1

RECEIVED BY : phylliss
 REC'D. FROM : RIVER ROAD PLANTATIO
 UDF 106.1 :
 UDF 106.2 :

CASH DRAWER: CASHIER

NOTES : OLD GROVE III-B FINAL PLAT

FEE TO	AMOUNT	THIS ACCT	BALANCE
SUB	1500.00	1500.00	0.00
TOTALS:	1500.00	1500.00	0.00

METHOD OF PAYMENT	AMOUNT	NUMBER
CHECK	1500.00	1121
BY INVOICE	1500.00	

"CONCURRENCY" CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE
Planning Department
Manatee County, Florida

Public facilities must serve land development adequately according to adopted level-of-service standards. This certificate verifies adequacy or exemption and will reserve impacts unless expired. It offers no other assurance, does not approve any development order, and does not grant any development rights. It applies only to the identified proposed project and must accompany development order(s) for the project.

Date Issued: 09/18/1998 Expiration Date: 09/18/2001

CERTIFICATE NUMBER: CLOS#98-103

Project Name GREENFIELD PLANTATION (FKA: THE FARM/RIVER RD PLANT) *

Project File No. PDR-95-07 (F) (R)

Type of Development Order PLANNED DEVELOPMENT RESIDENTIAL

Location: Sec. 30 Twp. 34 S Rge. 19E

DP# 5668.0005/8 Land Acres 462.03+-

ADDRESS SCT WATER TREATMENT PLANT SE

MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE? YES XX NO _____

Prior to final plat approval, the developer shall construct and implement the following site related improvements:

1. Contribute up to \$15,000 for installation of a signal at the intersection of SR64 and Lena Road, when such light is permitted by the FDOT.

SPECIAL EXCEPTION:

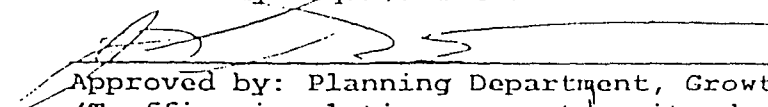
A "Special Exception" to Compliance with the Comprehensive Plan Concurrency requirements approved by:

N/A

Planning Department

APPROVAL:

This development complies with the Comprehensive Plan Concurrency requirements:


Approved by: Planning Department, Growth Management Division
(Traffic circulation, mass transit, drainage, sanitary sewer, solid waste and potable water; parks if residential)

* 403 SINGLE FAMILY RESIDENTIAL LOTS (prev CLOS 95-115)

Thank you - Rec'd 5228078 - 5228078
 Case No: -
 Pr./Pa./Doc.# -
 09/15/2000 12:54:30
 BRCC ROL PERMITTING CASH BOOK
 HCC 2121 1,800.00
 CHECK/HONEY
 ORDER
 Total 1,800.00
 Receipt(s) Amount 1,800.00
 Change 0.00

MANATEE COUNTY

MISCELLANEOUS INVOICE

Page 1 of 1

INVOICE # : 229078 PRINT DATE : 09/15/2000
 INVOICE DATE : 09/15/2000 PRINT TIME : 12:48:55
 OPERATOR : phylliss
 COPY # : 1

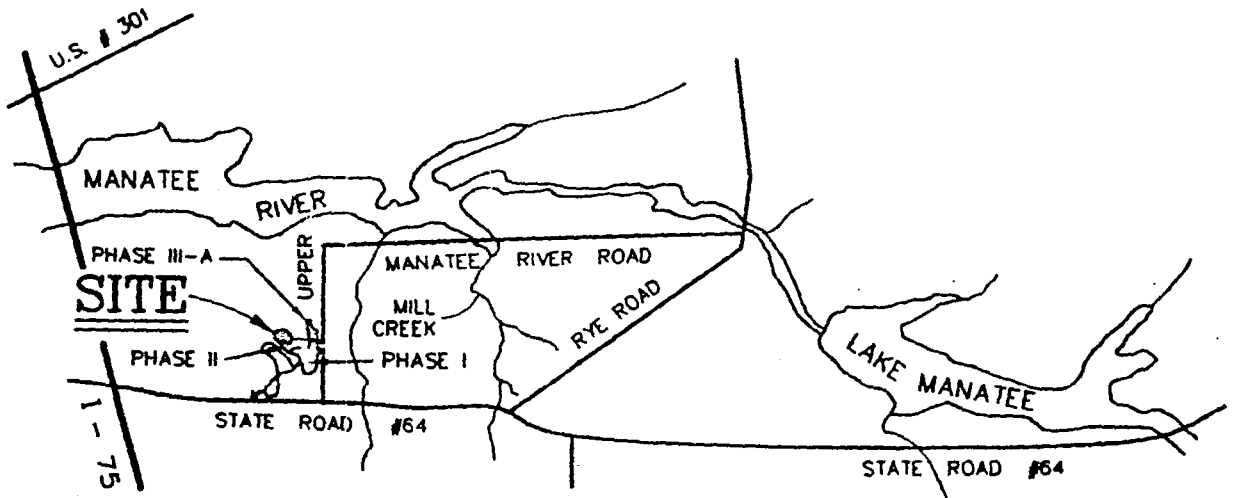
RECEIVED BY : phylliss CASH DRAWER: CASHIER
 REC'D. FROM : RIVER ROAD PLANTATIO
 UDF 106.1 :
 UDF 106.2 :

NOTES : OLD GROVE III-B FINAL PLAT

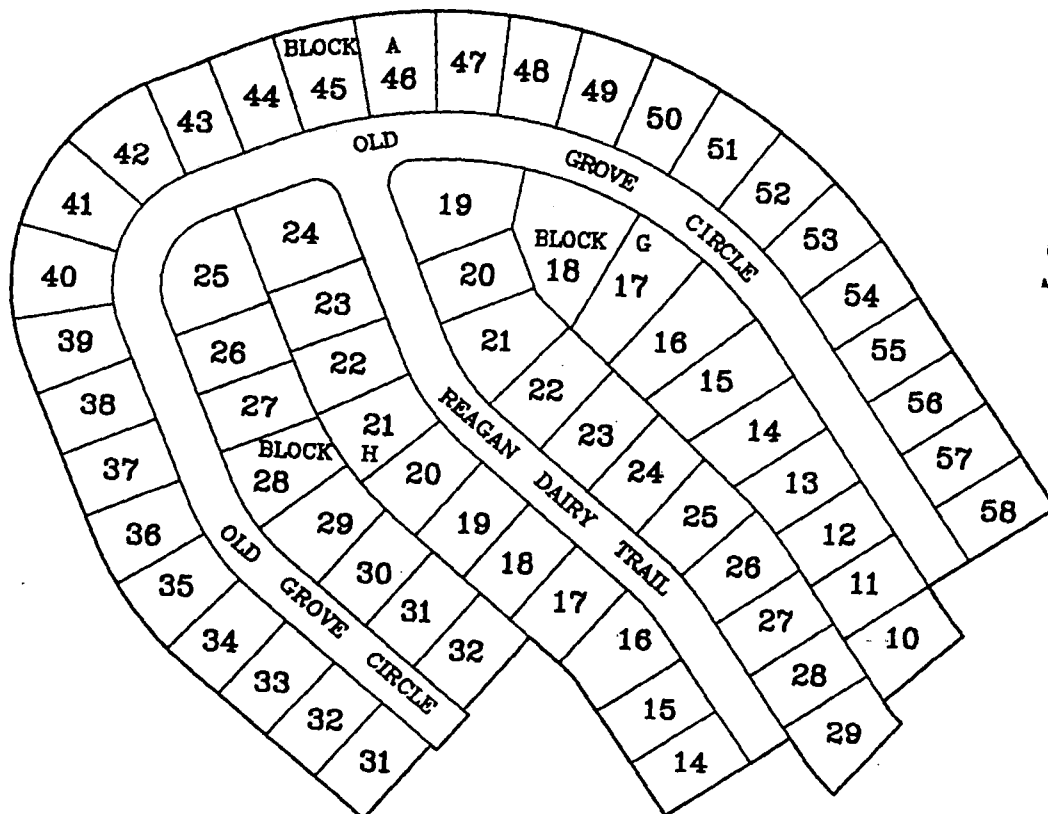
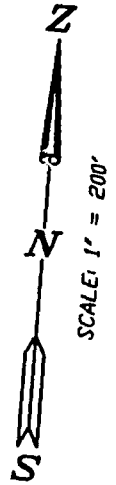
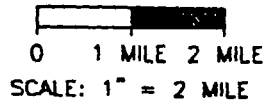
FEE ID	AMOUNT	THIS RCPT	BALANCE
FSUB	1800.00	1800.00	0.00
TOTALS:	1800.00	1800.00	0.00

METHOD OF PAYMENT	AMOUNT	NUMBER
CHECK	1800.00	2121
TOTAL INVOICE :	1800.00	

**OLD GROVE
AT GREENFIELD PLANTATION
PHASE IIB**
SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA



LOCATION MAP



TITLE CERTIFICATION


SUBDIVISION NAME: OFF-SITE DRAINAGE EASEMENTS FOR THE
BENEFIT OF OLD GROVE AT GREENFIELD
PLANTATION PHASE III-B

LEGAL DESCRIPTION: (SEE ATTACHED EXHIBITS "A")

I, CHARLES J. PRATT, JR., an attorney-at-law, after review of a title search report prepared by Commonwealth Land Title Insurance Corporation, hereby confirm that apparent record title to the land described above is in the name of BRUCE WILLIAMS FARM ASSOCIATES, INC., AND MYAKKA VALLEY SAFARIS, INC., that are executing the OFF SITE DRAINAGE EASEMENTS. All mortgages not satisfied or released of record are as follows:

<u>Mortgagees:</u>	<u>ORB. & Pg.:</u>
American Bank	O.R. Book 1509, Page 923

WITNESS my hand and official seal at Manatee County, Florida, this 14th day of September, 2000.



CHARLES J. PRATT, JR., ESQ.
Florida Bar Number 319171
HOLLAND & KNIGHT, LLP
Post Office Box 1866
1001 - 3rd Avenue West, Suite 600
Bradenton, Florida 34206
941-748-7076

Zoller,
Nassar &
Shroyer, L.C.

EXHIBIT "A"
Page 1 of 2

201 5th Avenue Drive East
Post Office Box 8448
Bradenton, Florida 34206

(841) 748-8080
Fax (941) 748-3316
Survey Fax (841) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 30, 2000

OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIB

DESCRIPTION:

A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30,
TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING
10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE
N 89°47'15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE
OF 2408.76 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID
SECTION 30; THENCE S 00°58'34" W, ALONG THE WEST LINE OF SAID
N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89°01'26" W, A
DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID
CENTERLINE; THENCE N 11°19'00" W, A DISTANCE OF 52.00 FEET; THENCE
N 90°00'00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER
REFERRED TO "POINT A"; THENCE N 58°43'00" W, A DISTANCE OF
279.21 FEET; THENCE N 90°00'00" W, A DISTANCE OF 284.16 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION
WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL
RECORD BOOK 1527, PAGE 6733 AND PAGE 6734 OF THE PUBLIC RECORDS OF
MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID
CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00°00'00" W,
A DISTANCE OF 279.74 FEET; THENCE S 26°30'00" E, A DISTANCE OF
274.95 FEET; THENCE N 66°48'00" E, A DISTANCE OF 10.02 FEET TO THE
POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO
THEIR POINTS OF INTERSECTION.

DESCRIPTION:

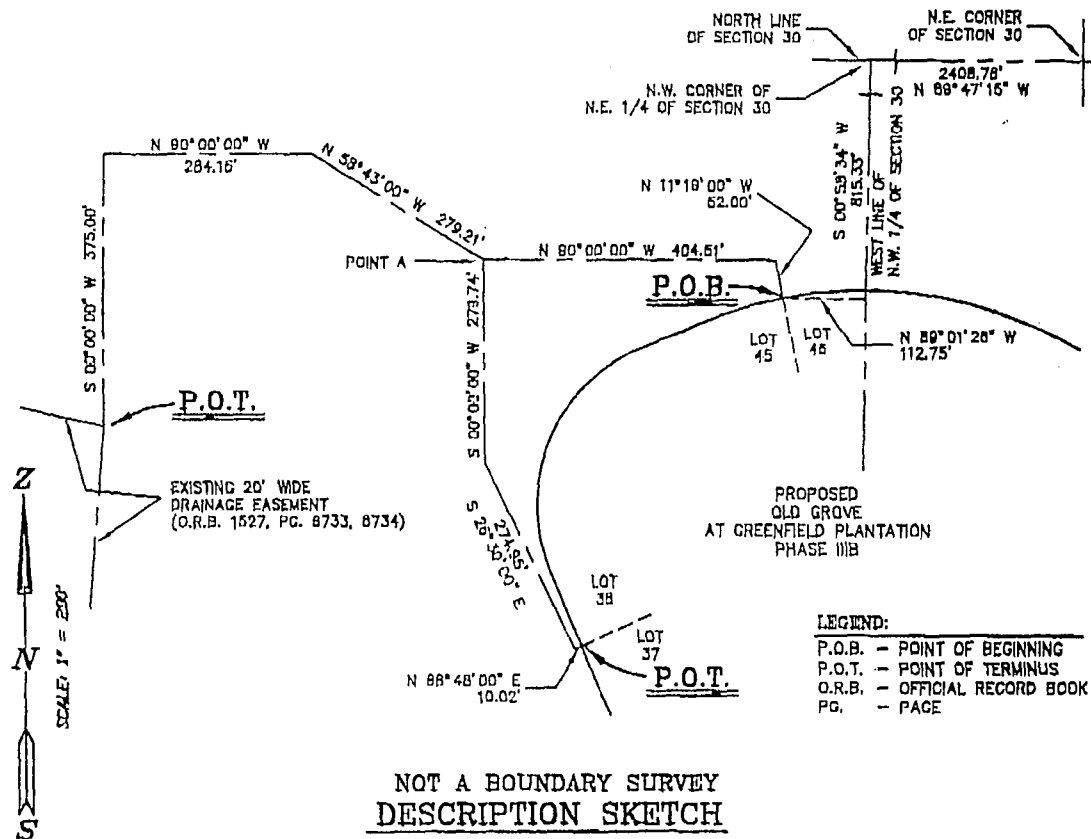
A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE N 89° 47' 15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2408.78 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID SECTION 30; THENCE S 00° 58' 34" W, ALONG THE WEST LINE OF SAID N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89° 01' 26" W, A DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 11° 19' 00" W, A DISTANCE OF 52.00 FEET; THENCE N 90° 00' 00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER REFERRED TO "POINT A"; THENCE N 58° 43' 00" W, A DISTANCE OF 279.21 FEET; THENCE N 90° 00' 00" W, A DISTANCE OF 284.16 FEET; THENCE S 00° 00' 00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1527, PAGE 8733 AND PAGE 8734 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00° 00' 00" W, A DISTANCE OF 279.74 FEET; THENCE S 26° 30' 00" E, A DISTANCE OF 274.95 FEET; THENCE N 66° 48' 00" E, A DISTANCE OF 10.02 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO THEIR POINTS OF INTERSECTION.



NOT A BOUNDARY SURVEY
 DESCRIPTION SKETCH

OFFSITE 20 FOOT DRAINAGE EASEMENT
 OLD GROVE AT GREENFIELD PLANTATION
 PHASE IIIB
 IN
 SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

LEGEND:
 P.O.B. - POINT OF BEGINNING
 P.O.T. - POINT OF TERMINUS
 O.R.B. - OFFICIAL RECORD BOOK
 PG. - PAGE

NOTES:
 1. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89° 47' 15" W.
 2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" CHAPTER 117, FLORIDA ADMINISTRATIVE CODE.
 BY: [Signature]
 JAMES D. GREER, P.S.M.
 FLORIDA CERTIFICATE NO. L55188
 DATE OF CERTIFICATION: 08/30/98

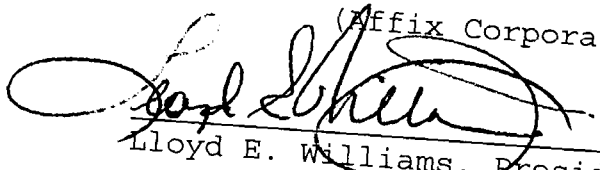
MANATEE COUNTY
PUBLIC DISCLOSURE ACT
DISCLOSURE AFFIDAVIT

BEFORE ME, the undersigned authority in said County and State, personally appeared Lloyd E. Williams, who being first duly sworn, deposes and says:

- (a) President (or Vice President) of Bruce Williams Farm Associates, Inc., a Florida Corporation authorized to do business under the laws of Florida; or
- (b) A Partner (or Limited Partner) of the firm _____ composed of _____ and _____ doing business under the name of _____; or
- (c) Trustee of _____ Trust; or
- (d) Other _____

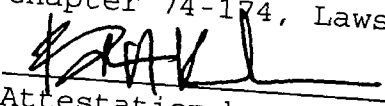
_____ holding title to real property described in Exhibit "A" attached hereto and by this reference made a part hereof, hereby certify that the names and addresses listed on Exhibit "B" attached hereto and by this reference made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and do hereby file this Affidavit for the purpose of complying with the provisions of Sec. 74-174 (Sec.286.23 F.S.), Laws of Florida, Public Disclosure Act.

(Affix Corporate Seal)



Lloyd E. Williams, President
814 6th Avenue West
Bradenton, FL 34205

Address of Deponent, Required by Chapter 74-174, Laws of Florida)


Attestation by Secretary or Assistant Secretary if Deponent is Officer of Corporation)

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to and subscribed before me this 19th day of January, 2001, by Lloyd E. Williams, President of Bruce Williams Farm Associates, Inc., a Florida Corporation who is personally known to me or who has produced _____, as identification.

Commission Expires:




Notary Public

Print Name _____

Zoller,
Nassar &
Shroyer, L.C.

EXHIBIT "A"
Page 1 of 2

201 5th Avenue Drive East
Post Office Box 0448
Bradenton, Florida 34206

(841) 748-8080
Fax (841) 748-3316
Survey Fax (841) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 30, 2000

OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIB

DESCRIPTION:

A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE N 89°47'15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2408.76 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID SECTION 30; THENCE S 00°58'34" W, ALONG THE WEST LINE OF SAID N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89°01'26" W, A DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 11°19'00" W, A DISTANCE OF 52.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER REFERRED TO "POINT A"; THENCE N 58°43'00" W, A DISTANCE OF 279.21 FEET; THENCE N 90°00'00" W, A DISTANCE OF 284.16 FEET; THENCE S 00°00'00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1527, PAGE 6733 AND PAGE 6734 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00°00'00" W, A DISTANCE OF 279.74 FEET; THENCE S 26°30'00" E, A DISTANCE OF 274.95 FEET; THENCE N 66°48'00" E, A DISTANCE OF 10.02 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO THEIR POINTS OF INTERSECTION.

DESCRIPTION:

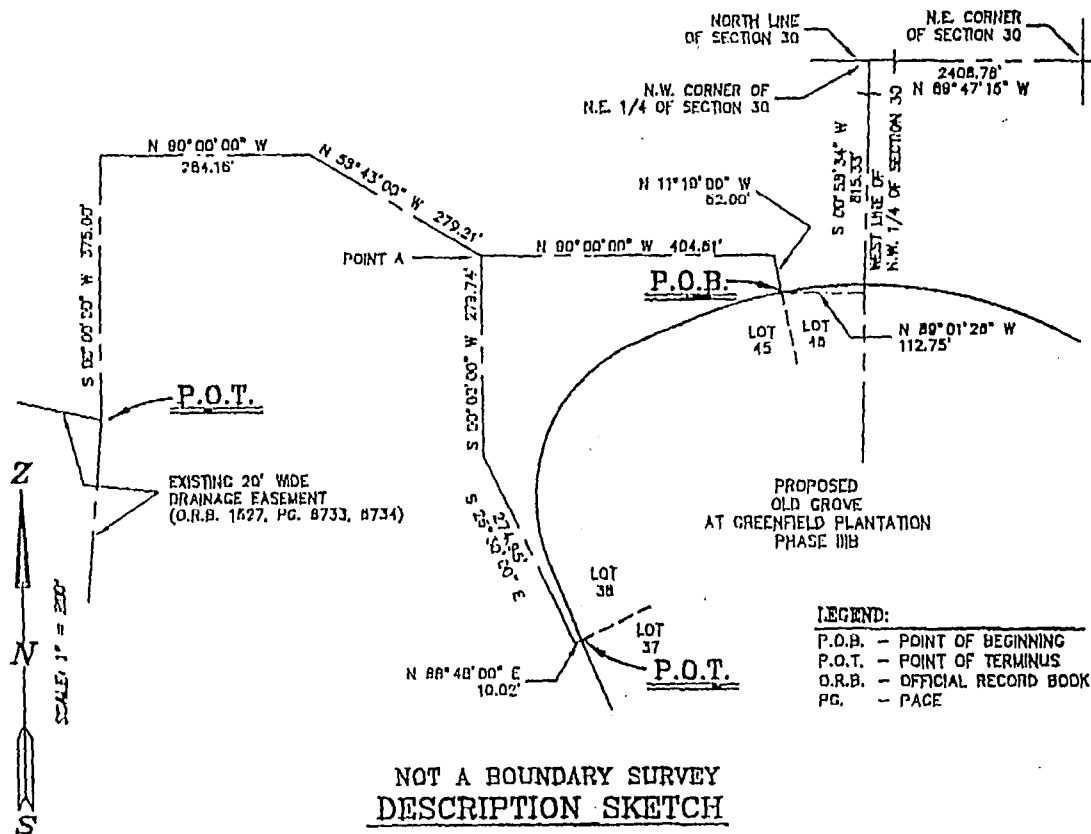
A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE N 89°47'15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2408.78 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID SECTION 30; THENCE S 00°58'34" W, ALONG THE WEST LINE OF SAID N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89°01'26" W, A DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 11°19'00" W, A DISTANCE OF 52.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER REFERRED TO "POINT A"; THENCE N 58°43'00" W, A DISTANCE OF 279.21 FEET; THENCE N 00°00'00" W, A DISTANCE OF 284.16 FEET; THENCE S 00°00'00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1627, PAGE 8733 AND PAGE 8734 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00°00'00" W, A DISTANCE OF 279.74 FEET; THENCE S 26°30'00" E, A DISTANCE OF 274.96 FEET; THENCE N 86°48'00" E, A DISTANCE OF 10.02 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO THEIR POINTS OF INTERSECTION.



LEGEND:

P.O.B.	- POINT OF BEGINNING
P.O.T.	- POINT OF TERMINUS
O.R.B.	- OFFICIAL RECORD BOOK
PG.	- PAGE

NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH
OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION
PHASE IIIb
IN
SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," CHAPTER 11017, FLORIDA ADMINISTRATIVE CODE.

BY: *[Signature]*
JAMES D. GREER, P.S.M.
FLORIDA CERTIFICATE NO. 157300

- NOTES:
1. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89°47'15" W.
 2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

EXHIBIT "B"
Disclosure Statement for
Bruce Williams Farm Associates, Inc.
List of Owners

EILEEN WILLIAMS
616 Hillcrest Drive North West
Bradenton, Florida 34209

JEFFREY PARKER
526 Central Avenue, Suite 200
St. Petersburg, Florida 33701

KENNETH HERETICK
25 Second Street North, #3410A
St. Petersburg, Florida 33701

CAROL JOHNSON
7608 17th Avenue North West
Bradenton, Florida 34209

J. HARRIS RHYNE
7207 18th Avenue North West
Bradenton, Florida 34209

LISA PRATT
2210 7TH Street West
Palmetto, Florida 34221

CHARLES J. PRATT
1013 Montezuma Drive
Bradenton, Florida 34209

CHRIS PRATT
701 8th Avenue West
Palmetto, Florida 34221

MANATEE COUNTY
PUBLIC DISCLOSURE ACT
DISCLOSURE AFFIDAVIT

BEFORE ME, the undersigned authority in said County and State, personally appeared Richard E. Turner, who being first duly sworn, deposes and says:

- [X] (a) President (or Vice President) of Myakka Valley Safaris, Inc., a Florida Corporation authorized to do business under the laws of Florida; or
- [] (b) A Partner (or Limited Partner) of the firm _____, composed of _____ and _____ doing business under the name of _____; or
- [] (c) Trustee of _____ Trust; or
- [] (d) Other _____, holding title to real property described in Exhibit "A" attached hereto and by this reference made a part hereof, hereby certify that the names and addresses listed on Exhibit "B" attached hereto and by this reference made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and do hereby file this Affidavit for the purpose of complying with the provisions of Sec. 74-174 (Sec.286.23 F.S.), Laws of Florida, Public Disclosure Act.

(Affix Corporate Seal)

Richard E. Turner
Richard E. Turner, President
5004 RIVERVIEW BLVD. W.
BRADENTON, FL 34209
Address of Deponent, (Required by Chapter 74-174, Laws of Florida)

Richard E. Turner
Attestation by Secretary or Assistant Secretary if Deponent is Officer of Corporation)

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to and subscribed before me this 18th day of January, 2001, by Richard E. Turner of Myakka Valley Safaris, Inc., a Florida Corporation who is personally known to me or who has produced _____, as identification.

Commission Expires:



Jill Karras
Notary Public **Jill Karras**
Print Name

Zoller,
Nassar &
Shroyer, L.C.

EXHIBIT "A"
Page 1 of 2

201 5th Avenue Drive East
Post Office Box 0448
Bradenton, Florida 34206

(841) 748-8080
Fax (841) 748-3316
Survey Fax (841) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 30, 2000

OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIB

DESCRIPTION:

A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30,
TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING
10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE
N 89°47'15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE
OF 2408.76 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID
SECTION 30; THENCE S 00°58'34" W, ALONG THE WEST LINE OF SAID
N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89°01'26" W, A
DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID
CENTERLINE; THENCE N 11°19'00" W, A DISTANCE OF 52.00 FEET; THENCE
N 90°00'00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER
REFERRED TO "POINT A"; THENCE N 58°43'00" W, A DISTANCE OF
279.21 FEET; THENCE N 90°00'00" W, A DISTANCE OF 284.16 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION
WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL
RECORD BOOK 1527, PAGE 6733 AND PAGE 6734 OF THE PUBLIC RECORDS OF
MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID
CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00°00'00" W,
A DISTANCE OF 279.74 FEET; THENCE S 26°30'00" E, A DISTANCE OF
274.95 FEET; THENCE N 66°48'00" E, A DISTANCE OF 10.02 FEET TO THE
POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO
THEIR POINTS OF INTERSECTION.

DESCRIPTION:

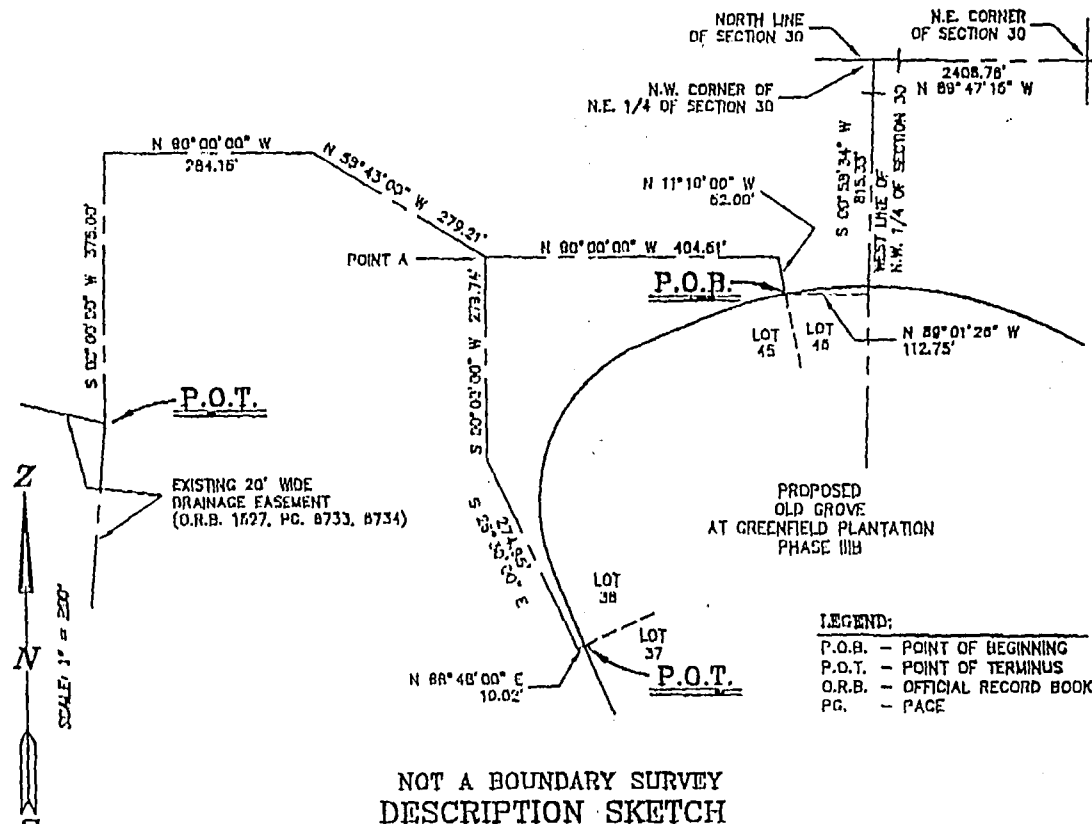
A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00° 00' 00" W, A DISTANCE OF 279.74 FEET; THENCE S 26° 30' 00" E, A DISTANCE OF 274.95 FEET; THENCE N 86° 48' 00" E, A DISTANCE OF 10.02 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO THEIR POINTS OF INTERSECTION.



NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH
OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION
PHASE IIB
IN
SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" CHAPTER 110.17, FLORIDA ADMINISTRATIVE CODE.

BY: James D. Greer
JAMES D. GREER, P.S.M.
FLORIDA CERTIFICATE NO. 155180

NOTES:
1. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89° 47' 15" W.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

© COPYRIGHT 2000 BY ZOLLER, NAJJAR AND SHROYER, L.C. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR IN FLORIDA.

EXHIBIT "B"
Disclosure Statement for
Myakka Valley Safaris, Inc.
List of Owners

RICHARD E. TURNER
5004 Riverview Blvd. North West
Bradenton, Florida 34209

BRD1 #33037 v1

TITLE CERTIFICATION

SUBDIVISION NAME: OLD GROVE AT GREENFIELD PLANTATION
PHASE III-B

LEGAL DESCRIPTION: (SEE ATTACHED EXHIBIT "A")

I, CHARLES J. PRATT, JR., an attorney-at-law, after review of a title search report prepared by Commonwealth Land Title Insurance Corporation, hereby confirm that apparent record title to the land described above is in the name of River Road Plantation Partnership, a Florida General Partnership, that are executing the offer of dedication appearing on the above identified plat. All property taxes have been paid on the land described as of the date of certification. All mortgages not satisfied or released of record are as follows:


Mortgagees:

ORB. & Pg.:

Bank of America, N.A. as successor to
Barnett Bank, N.A.

O.R. Book 1509, Page 963, as
Modified at O. R. Book 1646, Page
7027

WITNESS my hand and official seal at Manatee County, Florida, this 13
day of September, 2000.



CHARLES J. PRATT, JR., ESQ.
Florida Bar Number 319171
HOLLAND & KNIGHT, LLP
Post Office Box 1866
1001 - 3rd Avenue West, Suite 600
Bradenton, Florida 34206
941-748-7076



EXHIBIT "A"
Page 1 of 2

201 5th Avenue Drive East
Post Office Box 0448
Bradenton, Florida 34206

(941) 748-8080
Fax (941) 748-3318
Survey Fax (941) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION
PHASE IIIB, A SUBDIVISION

DESCRIPTION:

BEGIN AT NORTHWEST CORNER OF LOT 59, BLOCK A OF OLD GROVE AT GREENFIELD PLANTATION, PHASE II, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGE 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY OUTLINE OF SAID SUBDIVISION THE FOLLOWING NINETEEN (19) COURSES: (1) S 55°24'00" W, A DISTANCE OF 105.00 FEET; (2) S 34°36'00" E, A DISTANCE OF 28.58 FEET; (3) S 55°24'00" W, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 55°24'00" E, AT A DISTANCE OF 250.00 FEET; (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°57'00", A DISTANCE OF 34.69 FEET; (5) S 47°27'00" W, A DISTANCE OF 108.44 FEET; (6) S 34°36'00" E, A DISTANCE OF 5.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 23.90 FEET; (8) S 40°59'00" W, A DISTANCE OF 105.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 40°59'00" E, AT A DISTANCE OF 200.00 FEET; (9) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 50.32 FEET TO A POINT OF TANGENCY; (10) N 34°36'00" W, A DISTANCE OF 25.60 FEET; (11) S 55°24'00" W, A DISTANCE OF 155.00 FEET; (12) N 34°36'00" W, A DISTANCE OF 166.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (13) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'00", A DISTANCE OF 26.47 FEET TO A POINT OF TANGENCY; (14) N 50°34'00" W, A DISTANCE OF 44.29 FEET; (15) S 39°26'00" W, A DISTANCE OF 105.00 FEET; (16) S 50°34'00" E, A DISTANCE OF 7.83 FEET; (17) S 39°26'00" W, A DISTANCE OF 50.00 FEET; (18) N 50°34'00" W, A DISTANCE OF 8.10 FEET; (19) S 39°26'00" W, A DISTANCE OF 105.00 FEET; THENCE N 50°34'00" W, A DISTANCE OF 244.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'00", A DISTANCE OF

EXHIBIT "A"

Page 2 of 2

- 2 -

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIB .

169.56 FEET TO A POINT OF TANGENCY; THENCE N 23°12'00" W, A DISTANCE OF 194.35 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 361.28 FEET TO A POINT OF TANGENCY; THENCE N 66°48'00" E, A DISTANCE OF 99.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET; THENCE NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°36'00", A DISTANCE OF 775.08 FEET TO A POINT OF TANGENCY; THENCE S 34°36'00" E, A DISTANCE OF 305.49 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 14.68 ACRES, MORE OR LESS.

*Zoller,
Najjar &
Shroyer, L.C.*



MANATEE COUNTY GOVERNMENT

PLANNING DEPARTMENT
"TO SERVE WITH EXCELLENCE"

cc: Dan
Steve
Ray W
Carol Masie
B.H.W

August 31, 2000

Mr. Steve J. Shroyer, P.E.
Senior Vice President
Zoller, Najjar & Shroyer, Inc.
201 5th Ave. Drive East
Bradenton, Fl. 34206

RE: Greenfield Plantation, Old Grove, III-B
Sidewalk Improvements Cost Estimate

Dear Mr. Shroyer:

Your cost estimate for a Performance Bond for the completion of the above referenced development is approved for the appropriate surety.

A Performance Bond in the amount of \$26,936.00, which is 130% of the estimated cost of completion of the remaining interior sidewalk improvements, would be sufficient to assure the County construction of the required public improvements.

Please note that the interior sidewalks along common and open areas shall be installed with the required public improvements prior to final inspection.

If we can be of further assistance, please contact me at 749-3070, Ext. 6858.

Sincerely,

Alfred R. Wallace
Engineer II
Growth Management Division

cc: Records Management
Debbie Perron, MCPD
Jane Oliver, MCPD
Charles Rudolph, MCPMD - 6th. Ave. E.

RECEIVED
SEP 01 2000

ZOLLER, NAJJAR & SHROYER, INC.

Zoller,
Najjar &
Shroyer, L.C.

201 5th Avenue Drive East
Post Office Box 9448
Bradenton, Florida 34206

(941) 748-8080
Fax (941) 748-3316
Survey Fax (941) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

August 15, 2000

Received By

Mr. Al Wallace
MC Planning Department
PO Box 1000
Bradenton, FL 34206

AUG 16 2000
Holland & Knight LLP

RE: Greenfield Plantation, Old Grove, III-B
Sidewalk Cost Estimate
ZNS No.: 00-25172

Via Hand Delivery & Facsimile

Dear Al:

I hereby certify that the engineering costs outlined herein represents our estimate of the cost of remaining sidewalk improvements to serve the above referenced development, based on the sitework construction plans. This cost estimate has been prepared in order for the appropriate surety to be posted with Manatee County, guaranteeing completion of the sidewalks, thus enabling record plat processing prior to completion of said improvements.

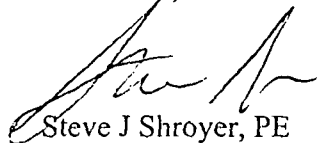
I.	Lot Front Sidewalk (4'):	2,590 LF @ \$ 8.00 =	\$ 20,720.00
		SECURITY @ 130%	\$ 26,936.00

Upon completion of your review and approval of this estimate, please notify our office so that the appropriate surety may be obtained.

Thank you in advance for your cooperation. Please advise if you should have any questions or require additional information.

Sincerely,

ZOLLER, NAJJAR & SHROYER, L.C.


Steve J Shroyer, PE
Senior Vice President

c: Debbie Perron
Jane Oliver (sealed copy)
Ray Wiles
Carol Masio, Esq.



MANATEE COUNTY GOVERNMENT

PLANNING DEPARTMENT
"TO SERVE WITH EXCELLENCE"

August 31, 2000

Mr. Steve J. Shroyer, P.E.
Senior Vice President
Zoller, Najjar & Shroyer, Inc.
201 5th Ave. Drive East
Bradenton, Fl. 34206

RE: Greenfield Plantation, Old Grove III-B PDR-95-08
Performance Bond Cost Estimate

Dear Mr. Shroyer:

Your revised cost estimate for a Performance Bond for the completion of remaining site work improvements to serve the above referenced development is approved for the appropriate surety.

A Performance Bond in the amount of \$514,004.71, which is 130% of the estimated cost of completion of the remaining site work for Phase III-B, would be sufficient to assure the County construction of the required public improvements.

If we can be of further assistance, please contact me at 749-3070, Ext. 6858.

Sincerely,

Alfred R. Wallace
Engineer II
Growth Management Division

cc: Records Management
M. Jane Oliver, MCPD
Debbie Perron, MCPD



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Bradenton, Florida 34206

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August 15, 2000

Mr. Al Wallace
MC Planning Department
PO Box 1000
Bradenton, FL 34206

**RE: Greenfield Plantation, Old Grove, Phase III-B - Completion Estimate
ZNS File Number: 00-25172**

Dear Mr. Wallace:

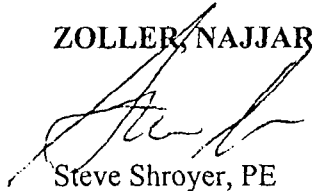
I hereby certify that the engineering costs outlined herein (attachment) represents our estimate of the cost of remaining public site work improvements to serve the above referenced development. This cost estimate has been prepared in order for the appropriate surety to be posted with Manatee County, guaranteeing completion of these improvements, thus enabling record plat processing prior to the completion of said improvements. Please note that an estimate for lot front sidewalks is being submitted under separate cover.

Upon completion of your review and approval of this completion estimate of \$514,004.71, please notify our office so that the appropriate surety may be obtained.

Thank you in advance for your cooperation. Please advise if you should have any questions or require additional information.

Respectfully submitted,

ZOLLER, NAJJAR & SHROYER, L.C.


Steve Shroyer, PE
Senior Vice President

SJS/jw

Enc.: Completion Estimate

cc: Debbie Perron, w/enc
Jane Oliver, (sealed copy) w/enc
Ray Wiles w/enc
Carol Masio, Esq. w/enc

GREENFIELD PLANTATION, OLD GROVE, PHASE III-B, COMPLETION ESTIMATE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$\$)	AMOUNT (\$\$)
A.	CLEARING AND GRADING				
1.	Grading Repairs:	1	LS	12,300.00	12,300.00
2.	Site Finish Grading:	1	LS	4,850.00	4,850.00
3.	Sodding, 3.0 Ft. Strip:	1683	SY	1.25	2,103.75
4.	Grassing, 3.0 Ft.:	1683	SY	0.18	302.94
5.	Hauling Debris:	1	LS	1,500.00	1,500.00
	Subtotal A				21,056.69
B.	STREET CONSTRUCTION				
	Roadway Length	2525	LF		
1.	1.5" Type III Asphalt (1 st Lift):	6733	SY	1.95	13,129.35
a.	1.5" Type III Asphalt (2 nd Lift):	6733	SY	1.85	12,456.05
2.	6" Soil Cement:	6733	SY	5.40	36,358.20
3.	6" Stabilized Subbase (LBR 40)	8417	SY	1.40	11,783.80
4.	Miami Curb w/ TIII Curb & Gutter:	5050	LF	5.00	25,250.00
5.	Valley Curbs	1	EA	1,540.00	1,540.00
6.	6" Underdrain	1800	LF	8.95	16,110.00
7.	Underdrain Cleanouts:	18	EA	126.00	2,268.00
	Subtotal B				118,895.40
C.	DRAINAGE SYSTEM				
1.	Curb Inlets	9	EA	2,140.00	19,260.00
2.	Junction Box	1	EA	2,550.00	2,550.00
3.	RCP:				
a.	15":	32	LF	19.35	619.20
b.	18":	32	LF	22.00	704.00
c.	24":	590	LF	27.00	15,930.00
d.	36":	472	LF	45.40	21,428.80

GREENFIELD PLANTATION, OLD GROVE, PHASE III-B, COMPLETION ESTIMATE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$\$)	AMOUNT (\$\$)
e.	42":	60	LF	56.25	3,375.00
f.	48":	170	LF	70.00	11,900.00
g.	Contingencies, existing tie-ins:	1	LS	10,000.00	10,000.00
	Subtotal C				85,767.00
D.	SANITARY SEWER SYSTEM				
1.	Connect to Existing System:	1	LS	7,500.00	7,500.00
2.	Manholes:				
a.	0' - 6':	7	EA	1,650.00	11,550.00
b.	6' - 8':	3	EA	1,865.00	5,595.00
c.	8' - 10':	1	EA	2,079.00	2,079.00
3.	8" PVC Mains (SDR 26):				
a.	0' - 6':	1410	LF	18.15	25,591.50
b.	6' - 8':	706	LF	19.50	13,767.00
c.	8' - 10':	262	LF	20.80	5,449.60
4.	Sewer Services:				
a.	Single Services:	6	EA	414.30	2,485.80
b.	Double Services:	31	EA	628.25	19,475.75
	Subtotal D:				93,493.65
E.	WATER DISTRIBUTION SYSTEM:				
1.	PVC Pipe C-900 (SDR 18):				
a.	6":	2550	LF	10.50	26,775.00
2.	Gate Valves w/Boxes:				
a.	6":	3	EA	682.50	2,047.50
3.	Install Temporary Blow Off w/6" GV:	2	EA	1,200.00	2,400.00
4.	Remove Temporary Blow Offs:	2	EA	370.00	740.00
5.	Fittings:	1	LS	2,500.00	2,500.00
a.	8 x 8 Tee:	1	EA	250.00	250.00

GREENFIELD PLANTATION, OLD GROVE, PHASE III-B, COMPLETION ESTIMATE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$\$)	AMOUNT (\$\$)
6.	Fire Hydrants:	4	EA	3,260.00	13,040.00
7.	Water Services:				
a.	Single Services:	18	EA	336.00	6,048.00
b.	Double Services:	25	EA	495.00	12,375.00
	Subtotal E				66,175.50
F.	Survey:				
1.	Lot Corners and PCP's:	1	LS	10,000.00	10,000.00
	Subtotal F				10,000.00
	SUMMARY				
A	Clearing and Grading				21,056.69
B	Street Construction				118,895.40
C	Drainage System				85,767.00
D	Sanitary Sewer System				93,493.65
E	Water Distribution System				66,175.50
F	Survey				10,000.00
	Total A thru F				395,388.24
	Surety at 130%				514,004.71

BK 1663 PG 7921 DKT # 1437344
FILED AND RECORDED 1/25/01 8:24:57 AM 1 of 1
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

CLERK'S CERTIFICATE OF PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC: PLEASE NOTE THE FOLLOWING
SUBDIVISION HAS BEEN RECORDED IN THE PUBLIC RECORDS
OF MANATEE COUNTY, FLORIDA:

OLD GROVE AT GREENFIELD PLANTATION PHASE IIIB

IN PLAT BOOK 37 PAGE(S) 9 THRU 14

R.B. SHORE
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY:

Katherine Macklin
DEPUTY CLERK



OWNER OF RECORD AS STATED ON PLAT: RIVER ROAD
PLANTATION PARTNERSHIP

MORTGAGEE'S JOINDER IN AND RATIFICATION OF
SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON

BANK OF AMERICA N.A., successor in interest to BARNETT BANK, N.A., the owner and holder of those certain mortgages recorded in Official Records Book 1509, Page 963 (as subsequently modified at Official Records Book 1646, Page 7027); and UCC-1 Financing Statement at Official Records Book 1509, Page 1001 (as amended at O.R. Book 1646, pages 7036); all of the Public Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of OLD GROVE AT GREENFIELD PLANTATION PHASE III-B and described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in and ratifies said subdivision plat and all dedications and reservations thereon, and releases from the lien of said mortgage all streets, alleys, walks, thoroughfares, parks and other open spaces, required utilities, canals and drainage or other easements dedicated to or reserved for the public on said subdivision plat.

DATED, this 14th day of SEPTEMBER, 2000.

BANK OF AMERICA, N.A., successor in interest to BARNETT BANK, N.A.

By: [Signature]
Ross A. Vollmer, Vice President

[Signature]
Print: CAROL MARIE MCGUIRE

[Signature]
Print: **Scott G. Mills**

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14th day of September, 2000, by Ross A. Vollmer, as Vice-President, of BANK OF AMERICA, N.A., successor in interest to BARNETT BANK, N.A., a National Banking Association, on behalf of the corporation he/she is personally known to me or who has produced _____ (type of identification) as identification to me.

SEAL:

My Commission Expires:



Sue A. Houser
MY COMMISSION # CC912147 EXPIRES
June 16, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]

Notary Public **Sue A. Houser**
Print Name:
Commission Number:

Approved and accepted for and on behalf of the County of Manatee, Florida, this the 23rd day of January, 2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: [Signature]
Chairman

ATTEST: R.B. SHORE
Clerk of Circuit Court



By: [Signature]

Accepted in open session 1/23/01
Board of County Commissioners, Manatee County

Zoller,
Nassar &
Shroyer, L.C.

201 5th Avenue Drive East
Post Office Box 0448
Bradenton, Florida 34206

(941) 748-8080
Fax (941) 748-3318
Survey Fax (941) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION
PHASE IIIB, A SUBDIVISION

DESCRIPTION:

BEGIN AT NORTHWEST CORNER OF LOT 59, BLOCK A OF OLD GROVE AT GREENFIELD PLANTATION, PHASE II, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGE 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY OUTLINE OF SAID SUBDIVISION THE FOLLOWING NINETEEN (19) COURSES: (1) S 55°24'00" W, A DISTANCE OF 105.00 FEET; (2) S 34°36'00" E, A DISTANCE OF 28.58 FEET; (3) S 55°24'00" W, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 55°24'00" E, AT A DISTANCE OF 250.00 FEET; (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°57'00", A DISTANCE OF 34.69 FEET; (5) S 47°27'00" W, A DISTANCE OF 108.44 FEET; (6) S 34°36'00" E, A DISTANCE OF 5.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 23.90 FEET; (8) S 40°59'00" W, A DISTANCE OF 105.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 40°59'00" E, AT A DISTANCE OF 200.00 FEET; (9) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 50.32 FEET TO A POINT OF TANGENCY; (10) N 34°36'00" W, A DISTANCE OF 25.60 FEET; (11) S 55°24'00" W, A DISTANCE OF 155.00 FEET; (12) N 34°36'00" W, A DISTANCE OF 166.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (13) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'00", A DISTANCE OF 26.47 FEET TO A POINT OF TANGENCY; (14) N 50°34'00" W, A DISTANCE OF 44.29 FEET; (15) S 39°26'00" W, A DISTANCE OF 105.00 FEET; (16) S 50°34'00" E, A DISTANCE OF 7.83 FEET; (17) S 39°26'00" W, A DISTANCE OF 50.00 FEET; (18) N 50°34'00" W, A DISTANCE OF 8.10 FEET; (19) S 39°26'00" W, A DISTANCE OF 105.00 FEET; THENCE N 50°34'00" W, A DISTANCE OF 244.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'00", A DISTANCE OF

DK 1663 PG 7923 2 of 3

Accepted in open session... 10/23/01
Board of County Commissioners, Manatee County

EXHIBIT "A"

Page 2 of 2

- 2 -

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIB

.169.56 FEET TO A POINT OF TANGENCY; THENCE N 23°12'00" W, A DISTANCE OF 194.35 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 361.28 FEET TO A POINT OF TANGENCY; THENCE N 66°48'00" E, A DISTANCE OF 99.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET; THENCE NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°36'00", A DISTANCE OF 775.08 FEET TO A POINT OF TANGENCY; THENCE S 34°36'00" E, A DISTANCE OF 305.49 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 14.68 ACRES, MORE OR LESS.

Accepted in open session... 11/23/01
Board of County Commissioners, Manatee County

Zoller,
Najjar &
Shroyer, L.C.

BK 1663 PG 7974 FILED AND RETURNED 1/25/01 8:24:57 AM 3 of 3
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

REQUIRED IMPROVEMENTS AGREEMENT

(In conjunction with a Letter of Credit as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, RIVER ROAD PLANTATION PARTNERSHIP, a Florida General Partnership (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as OLD GROVE AT GREENFIELD PLANTATION PHASE III-B; and

WHEREAS, Manatee County Land Development Code, Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

WHEREAS, the developer desires to obtain approval of the Project prior to installation of the Required Improvements; and

WHEREAS, the developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements and the Letter of Credit referred to below is in an amount which represents at least 130% of that estimate cost; and

WHEREAS, the Developer herewith tenders to the County a Letter of Credit, Number 3029140, dated September 7, 2000, with BANK OF AMERICA, N.A., in the amount of Five Hundred Fourteen Thousand Four 71/100 dollars, (\$514,004.71), expiring on the 31st day of January, 2002.

Accepted in open session... 1/23/01
Board of County Commissioners, Manatee County

copy

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements, and agreements.

2. That in consideration of the foregoing it is hereby mutually AGREED as follows:

(a) The Developer shall complete to the satisfaction of the County all required Improvements, in accordance with the construction drawings or any amendments thereto approved by the County, at least three (3) months prior to the expiration date of the Letter of Credit and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the county may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein.

(b) In the event the Developer should fail or refuse to fulfill within the time specified its obligations under this Agreement, the County, at its option, shall have the right to construct and complete or cause to be constructed the Required Improvements. In the event the County should exercise such right, the county shall have the unqualified right to draw funds for the purpose of construction and completing the Required Improvements, or causing the same to be done, and for paying costs incidental to the exercise of its rights hereunder, in such amounts as the County shall in its sole discretion determine, in accordance with the terms of the Letter of Credit.

3. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing Required Improvements, without regard to the amount of the Letter of Credit identified above. Should the Developer fail or refuse to complete the Required Improvements, as required, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

Accepted in open session...1/23/01.....
Board of County Commissioners, Manatee County

SIGNED and SEALED on this 15th day of September, 2000.

Witnesses:

RIVER ROAD PLANTATION PARTNERSHIP
By its Managing General Partner:

Carol Masio McGuire
Print Name: Carol Masio McGuire

BRUCE WILLIAMS FARM ASSOCIATES, INC.,
a Florida Corporation

Jill Karras
Print Name: Jill Karras

By: *Lloyd W. Williams, Jr.*
LLOYD W. WILLIAMS, JR., President
814 6th Avenue West
Bradenton, Florida 34205

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of September, 2000, by LLOYD E. WILLIAMS, JR., as President of BRUCE WILLIAMS FARM ASSOCIATES, INC., a Florida Corporation, as Managing General Partner of RIVER ROAD PLANTATION PARTNERSHIP, a Florida General Partnership, who is (personally known or who showed _____ as identification) to me.

My Commission Expires:

Jill Karras
Notary Public
Print Name: Jill Karras



APPROVED and ACCEPTED for and on behalf of Manatee County, Florida, this 23rd day of January, 2001.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: *De M. Clash*
Chairman

ATTEST:

R.B. SHORE *R.B. Shore*
Clerk of the Circuit Court

BRD1 #30402 v1

Accepted in open session. 1/23/01
Board of County Commissioners, Manatee County

DATE: SEPTEMBER 7, 2000

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3029140

BENEFICIARY
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY
P.O. BOX 1000
BRADENTON, FL 34205

APPLICANT
RIVER ROAD PLANTATION
PARTNERSHIP
814 6TH AVENUE WEST
BRADENTON, FL 34205

AMOUNT
USD 514,004.71
FIVE HUNDRED FOURTEEN
THOUSAND FOUR AND
71/100'S U.S. DOLLARS

EXPIRATION
JANUARY 31, 2002 AT OUR COUNTERS

RE: OUR CLEAN IRREVOCABLE CREDIT NO. 3029140
FOR: OLD GROVE III-B

DEAR COMMISSIONERS:

BY ORDER OF RIVER ROAD PLANTATION PARTNERSHIP ("DEVELOPER"), WE HEREBY OPEN OUR CLEAN IRREVOCABLE CREDIT NO. 3029140 IN FAVOR OF MANATEE COUNTY, FLORIDA ("COUNTY"), IN THE AMOUNT OF FIVE HUNDRED FOURTEEN THOUSAND FOUR AND 71/100'S U.S. DOLLARS (\$514,004.71), EFFECTIVE AS OF THE DATE THIS CREDIT IS ACCEPTED AND APPROVED, AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON JANUARY 31, 2002.

WE ARE INFORMED THAT THE DEVELOPER HAS ENTERED INTO A WRITTEN REQUIRED IMPROVEMENTS AGREEMENT WITH THE COUNTY TO DEVELOP A PROJECT TO BE KNOWN AS OLD GROVE III-B ("PROJECT") AND TO CONSTRUCT AND INSTALL THE REQUIRED IMPROVEMENTS AS DEFINED THEREIN, AS SHOWN IN THE CONSTRUCTION DRAWINGS FOR THE PROJECT WHICH ARE ON FILE WITH AND HAVE BEEN APPROVED BY THE COUNTY. THE REQUIRED IMPROVEMENTS ARE TO BE CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE COUNTY AT LEAST THREE (3) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AND WILL BE PAID PROMPTLY TO THE COUNTY HEREUNDER NOT EXCEEDING IN THE AGGREGATE THE AMOUNT OF THIS CREDIT, AGAINST THE COUNTY'S SIGHT DRAFT ON US MENTIONING THIS LETTER OF CREDIT, ACCOMPANIED BY A STATEMENT PURPORTING TO BE SIGNED BY A COUNTY ENGINEER TO THE EFFECT THAT DEVELOPER HAS FAILED TO COMPLETE THE REQUIRED IMPROVEMENTS WITHIN THE TIME PERIOD SPECIFIED, AND THAT SUCH FUNDS ARE REQUIRED TO EXERCISE THE COUNTY'S RIGHT TO COMPLETE THE REQUIRED IMPROVEMENTS AND TO PAY COSTS INCIDENTAL THERETO. THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT SHALL ENDORSED ON THE REVERSE SIDE HEREOF.

Accepted in open session 1/23/01.....
Board of County Commissioners, Manatee County

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3029140

PRESENTATION OF DRAFT(S) SHALL BE MADE TO US AT OUR LETTER OF CREDIT DEPARTMENT, LOCATED AT BANK OF AMERICA, N.A., 333 SOUTH BEAUDRY AVENUE 19TH FLOOR, LOS ANGELES, CA 90017, MAIL CODE: CA9-703-19-23, OR AT OUR CORRESPONDENT LOCATED AT BANK OF AMERICA, N.A. 8111 BENEVA RD. SO., SUITE 200, SARASOTA, FL 34238 ATTN: PEGGY L. MEEK.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM COMMERCIAL CODE ARTICLE 5 AS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

BANK OF AMERICA,

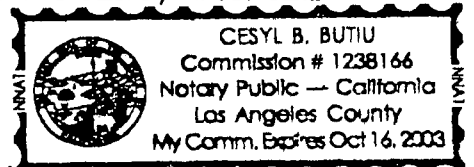
Manuel Banuelos
NAME: MANUEL BANUELOS
TITLE: AUTHORIZED OFFICER

Dit-L. Breault
NAME: DIT-L. BREULT
TITLE: ASST. VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7TH DAY OF SEPTEMBER, 2000 BY DIT-L. BREULT, ASST. VICE PRESIDENT AND MANUEL BANUELOS, AUTHORIZED OFFICER, WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME, AS ITS AUTHORIZED AGENT, FOR AND ON BEHALF OF SAID CORPORATION.



Ceryl B. Butiu

MY COMMISSION EXPIRES:

10/16/03

APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY, FLORIDA, THIS 23rd DAY OF January, 2001.



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

BY: *Joe McClas*
CHAIRMAN

ATTEST: *R.B. Shore*
R.B. SHORE
CLERK OF CIRCUIT COURT

Accepted in open session...1/23/01.....
Board of County Commissioners, Manatee County

**AGREEMENT IN CONJUNCTION WITH LETTER OF CREDIT
AS SECURITY GUARANTEEING COMPLETION OF
REQUIRED SIDEWALKS AND BIKEWAYS**

WHEREAS, RIVER ROAD PLANTATION PARTNERSHIP, a Florida General Partnership (Developer") has made application to Manatee County, Florida ("County"), for approval of a proposed subdivision or final site plan identified as Old Grove at Greenfield Plantation, Phase III-B ("Project"); and

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until Sidewalks and/or Bikeways required by the Land Development Code or required as a condition of approval of the plat or site plan ("Sidewalks") have been duly constructed, completed and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Sidewalks which are on file with and have been approved by the County; and

WHEREAS, the Developer desires to obtain approval of the Project prior to installation of the Sidewalks; and

WHEREAS, the Developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Sidewalks, and the Letter of Credit referred to below is in an amount which represents at least 130% of that estimated cost.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Sidewalks and to otherwise comply fully with the Land Development Code, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.
2. That the Developer herewith tenders to the County a Letter of Credit, Number 3029141, dated September 7, 2000, with Bank of America, N.A., in

Accepted in open session..... 1/23/01
Board of County Commissioners, Manatee County

the amount of Twenty Six Thousand Nine Hundred Thirty Six and 00/100, (\$26,936.00), expiring on the 31st, day of January, 2004, with ("Security") naming as beneficiary the Board of County Commissioners of Manatee County, Florida, to be held by the Clerk of the Circuit Court of the County for the specific benefit of the county in accordance with the following:

If the Developer should fail or refuse to complete, to the satisfaction of the County, all required Sidewalks in accordance with the construction drawings or any amendments thereto approved by the county within three (3) years from County approval of the plat or applicable site plan, the County upon thirty (30) days written notice to the Developer, at the Countys option, shall have the right to construct and complete, or cause to be constructed, the aforesaid required Sidewalks. In the event the County should exercise such right, the Developer shall be liable for the cost of such construction and completion, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury or loss, either direct or consequential, including without limitation all engineering, legal and contingent costs, which the County may sustain on account of the failure of the Developer to fulfill, within the time specified, its obligations as described herein, without regard to the amount of the Security.

If the County does elect to construct and complete, or cause to be constructed, the Sidewalks, the County shall have the unqualified right to draw funds for that purpose and for paying costs incidental to the exercise of its rights hereunder, in such amounts as the County shall in its sole discretion determine, in accordance with the terms of the Letter of Credit.

3. Should the Developer fail or refuse to complete the Sidewalks, nothing herein shall be construed as affecting the Countys right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby unconditionally agrees.

Accepted in open session... 1/23/21.....
Board of County Commissioners, Manatee County

SIGNED and SEALED on this 15th day of September 2000.

RIVER ROAD PLANTATION
PARTNERSHIP

By its Managing General Partner:

Carol Masio McBuire

Print Name: Carol Masio McBuire

BRUCE WILLIAMS FARM ASSOCIATES, INC.,
a Florida Corporation

Jill Karras

Print Name: **Jill Karras**

By: *Lloyd W. Williams, Jr.*

LLOYD W. WILLIAMS, JR.,
President
814 6th Avenue West
Bradenton, Florida 34205

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me this 15th
day of September, 2000, by LLOYD E. WILLIAMS, JR., as President of BRUCE
WILLIAMS FARM ASSOCIATES, INC., a Florida Corporation, as Managing
General Partner of RIVER ROAD PLANTATION PARTNERSHIP, a Florida
General Partnership, who is (personally known or who showed
as identification) to me.

My Commission Expires:

Jill Karras
Notary Public
Print Name: **Jill Karras**



APPROVED and ACCEPTED for and on behalf of Manatee County, Florida, this
23rd day of January, 2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA



By: *Joe McClash*
Chairman

ATTEST: *R.B. Shore*
R.B. SHORE
Clerk of the Circuit Court

Accepted in open session 1/23/01
Board of County Commissioners, Manatee County

DATE: SEPTEMBER 7, 2000

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3029141

BENEFICIARY
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY
P.O. BOX 1000
BRADENTON, FL 34205

APPLICANT
RIVER ROAD PLANTATION
PARTNERSHIP
814 6TH AVENUE WEST
BRADENTON, FL 34205

AMOUNT
USD 26,936.00
TWENTY SIX THOUSAND NINE
HUNDRED THIRTY SIX AND
00/100'S U.S. DOLLARS

EXPIRATION
JANUARY 31, 2004 AT OUR COUNTERS

RE: OUR CLEAN IRREVOCABLE CREDIT NO. 3029141
FOR: OLD GROVE III-B

DEAR COMMISSIONERS:

BY ORDER OF RIVER ROAD PLANTATION PARTNERSHIP ("DEVELOPER"), WE HEREBY OPEN OUR CLEAN IRREVOCABLE CREDIT NO. 3029141 IN FAVOR OF MANATEE COUNTY, FLORIDA ("COUNTY"), IN THE AMOUNT OF TWENTY SIX THOUSAND NINE HUNDRED THIRTY SIX AND 00/100'S U.S. DOLLARS (\$26,936.00), EFFECTIVE AS OF THE DATE THIS CREDIT IS ACCEPTED AND APPROVED, AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON JANUARY 31, 2004.

WE ARE INFORMED THAT THE DEVELOPER HAS ENTERED INTO A WRITTEN REQUIRED IMPROVEMENTS AGREEMENT WITH THE COUNTY TO DEVELOP A PROJECT TO BE KNOWN AS OLD GROVE III-B ("PROJECT") AND TO CONSTRUCT AND INSTALL THE REQUIRED IMPROVEMENTS AS DEFINED THEREIN, AS SHOWN IN THE CONSTRUCTION DRAWINGS FOR THE PROJECT WHICH ARE ON FILE WITH AND HAVE BEEN APPROVED BY THE COUNTY. THE REQUIRED IMPROVEMENTS ARE TO BE CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE COUNTY AT LEAST THREE (3) MONTHS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AND WILL BE PAID PROMPTLY TO THE COUNTY HEREUNDER NOT EXCEEDING IN THE AGGREGATE THE AMOUNT OF THIS CREDIT, AGAINST THE COUNTY'S SIGHT DRAFT ON US MENTIONING THIS LETTER OF CREDIT, ACCOMPANIED BY A STATEMENT PURPORTING TO BE SIGNED BY A COUNTY ENGINEER TO THE EFFECT THAT DEVELOPER HAS FAILED TO COMPLETE THE REQUIRED IMPROVEMENTS WITHIN THE TIME PERIOD SPECIFIED, AND THAT SUCH FUNDS ARE REQUIRED TO EXERCISE THE COUNTY'S RIGHT TO COMPLETE THE REQUIRED IMPROVEMENTS AND TO PAY COSTS INCIDENTAL THERETO. THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS LETTER OF CREDIT SHALL ENDORSED ON THE REVERSE SIDE HEREOF.

Accepted in open session... 1/23/01
Board of County Commissioners, Manatee County

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3029141

PRESENTATION OF DRAFT(S) SHALL BE MADE TO US AT OUR LETTER OF CREDIT DEPARTMENT, LOCATED AT BANK OF AMERICA, N.A., 333 SOUTH BEAUDRY AVENUE 19TH FLOOR, LOS ANGELES, CA 90017, MAIL CODE: CA9-703-19-23, OR AT OUR CORRESPONDENT LOCATED AT BANK OF AMERICA, N.A. 8111 BENEVA RD. SO., SUITE 200, SARASOTA, FL 34238 ATTN: PEGGY L. MEEK.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM COMMERCIAL CODE ARTICLE 5 AS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

BANK OF AMERICA,

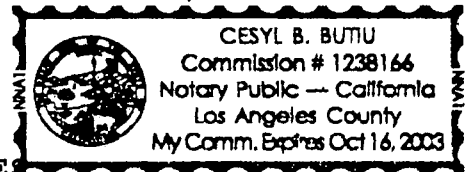
Manuel Banuelos
NAME: MANUEL BANUELOS
TITLE: AUTHORIZED OFFICER

Dit-L. Breault
NAME: DIT-L. BREULT
TITLE: ASST. VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7TH DAY OF SEPTEMBER, 2000 BY DIT-L. BREULT, ASST. VICE PRESIDENT AND MANUEL BANUELOS, AUTHORIZED OFFICER, WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME, AS ITS AUTHORIZED AGENT, FOR AND ON BEHALF OF SAID CORPORATION.



Ceryl B. Buttu

MY COMMISSION EXPIRES 10/16/03

APPROVED AND ACCEPTED FOR AND ON BEHALF OF MANATEE COUNTY, FLORIDA, THIS 23rd DAY OF January, 2001.



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

BY: *Dee McClash*
CHAIRMAN

ATTEST: *R.B. Shore*
R. B. SHORE
CLERK OF CIRCUIT COURT

Accepted in open session... 1/23/01
Board of County Commissioners, Manatee County

CLERK OF THE CIRCUIT COURT - MANATEE COUNTY
R. B. "CHIPS" SHORE
P.O. BOX 25400 BRADENTON FL 34206

RECEIPT # 6 OF # 6

BOARD RECORDS

PAYOR/MEMO: 0 0
TYPE: AFF Pages: 3

RI KE 43051297 1/24/01 3:39:28 PM \$0000000000.00

R	RECORDING TRUST	001	0000000247100	0	2.00
R	RECORDING FEES	001	0000000341100	0	13.00

TOTAL 15.00

Receipt 43051292 through 43051297 GRAND TOTAL 251.00

OFFICE HOURS *****8:30 AM - 5:00 PM
PROMPT AND COURTEOUS SERVICE IS OUR GOAL

THIS RECEIPT MUST BE VALIDATED
BY CENTRAL CASHIERING

Thank You - Rec.# 43051292 -
43051297
Case No: - 2001 RC 000005
Bk./Pg./Doc.# 1663/7921/1437344 -
1663/7930/1437349
01/25/2001 09:24:57
T000605 RECORDING CASH BOOK
CHECK/MONEY 2598
ORDER
Total
Receipt(s) Amount
Change

251.00
251.00
0.00

CLERK OF THE CIRCUIT COURT - MANATEE COUNTY
R. B. "CHIPS" SHORE
P.O. BOX 25400 BRADENTON FL 34206

BOARD RECORDS

RECEIPT # 1 OF # 6

PAYOR/MEMO: 0 0
TYPE: PLAT Pages: 1

RI KE 43051292 1/24/01 3:37:02 PM \$0000000000.00

RP	ADTL PAGES RECORD	001 0000000341100	5	75.00
RP	RECORDING PLAT	001 0000000341100	5	30.00
C500	COPIES	001 0000000341400	12	60.00
CC	CERTIFYING COPIES	001 0000000341400	2	2.00
TOTAL				167.00

OFFICE HOURS *****8:30 AM - 5:00 PM
PROMPT AND COURTEOUS SERVICE IS OUR GOAL

THIS RECEIPT MUST BE VALIDATED
BY CENTRAL CASHIERING

CLERK OF THE CIRCUIT COURT - MANATEE COUNTY
R. B. "CHIPS" SHORE
P.O. BOX 25400 BRADENTON FL 34206

BOARD RECORDS

RECEIPT # 2 OF # 6

PAYOR/MEMO: 0 0
TYPE: MS

Pages: 3

RI KE 43051293 1/24/01 3:37:29 PM \$0000000000.00

R	RECORDING TRUST	001 000000247100	0	2.00
R	RECORDING FEES	001 000000341100	0	13.00

TOTAL 15.00

OFFICE HOURS *****8:30 AM - 5:00 PM
PROMPT AND COURTEOUS SERVICE IS OUR GOAL

THIS RECEIPT MUST BE VALIDATED
BY CENTRAL CASHIERING

CLERK OF THE CIRCUIT COURT - MANATEE COUNTY
R. B. "CHIPS" SHORE
P.O. BOX 25400 BRADENTON FL 34206

BOARD RECORDS RECEIPT # 3 OF # 6

PAYOR/MEMO: 0 0
TYPE: REST Pages: 4

RI KE 43051294 1/24/01 3:37:59 PM \$0000000000.00
R RECORDING TRUST 001 000000247100 0 2.50
R RECORDING FEES 001 0000000341100 0 17.00
TOTAL 19.50

OFFICE HOURS *****8:30 AM - 5:00 PM
PROMPT AND COURTEOUS SERVICE IS OUR GOAL.
THIS RECEIPT MUST BE VALIDATED
BY CENTRAL CASHIERING

CLERK OF THE CIRCUIT COURT - MANATEE COUNTY
R. B. "CHIPS" SHORE
P.O. BOX 25400 BRADENTON FL 34206

BOARD RECORDS RECEIPT # 4 OF # 6

PAYOR/MEMO: 0 0
TYPE: EASMT Pages: 4

RI KE 43051295 1/24/01 3:38:38 PM \$0000000000.00

R	RECORDING TRUST	001 000000247100	0	2.50
R	RECORDING FEES	001 000000341100	0	17.00

TOTAL 19.50

OFFICE HOURS *****8:30 AM - 5:00 PM
PROMPT AND COURTEOUS SERVICE IS OUR GOAL

THIS RECEIPT MUST BE VALIDATED
BY CENTRAL CASHIERING

CLERK OF THE CIRCUIT COURT - MANATEE COUNTY
R. B. "CHIPS" SHORE
P.O. BOX 25400 BRADENTON FL 34206

BOARD RECORDS RECEIPT # 5 OF # 6

PAYOR/MEMO: 0 0
TYPE: EASMT Pages: 3

RI KE 43051296 1/24/01 3:39:03 PM \$0000000000.00
R RECORDING TRUST 001 000000247100 0 2.00
R RECORDING FEES 001 000000341100 0 13.00
TOTAL 15.00

OFFICE HOURS *****8:30 AM - 5:00 PM
PROMPT AND COURTEOUS SERVICE IS OUR GOAL
THIS RECEIPT MUST BE VALIDATED
BY CENTRAL CASHIERING

This instrument prepared by:
Jim Staples, Manager, Land Acquisition
Transportation Department
P.O. Box 1000
Bradenton, Florida 34206

BK 1663 PG 7936 DKT # 1437349 1 of 3

ID #

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, this day personally appeared LLOYD E. WILLIAMS, JR., President, of BRUCE WILLIAMS FARM ASSOCIATES, INC., a Florida corporation whose mailing address is 814 6th Avenue West, Bradenton Florida, 34205, who being duly sworn, deposes and says:

1. That the undersigned, hereinafter called the Grantor, is one of the owners of and has full authority to sell or encumber the following described property, (hereinafter "Property").

See Legal Description Identified as Exhibit "A" attached hereto.

2. That the Owner plans to convey as easement over the Property to the COUNTY OF MANATEE whose principal office is at 1112 manatee Avenue West, Post Office Box 1000, Bradenton Florida 34206 (hereinafter "Grantee").

3. To the best of my knowledge the only mortgages, liens, encumbrances, including but not limited to any leasehold interest or potential claims against the Property are:

Mortgagees:
American Bank

ORB. & Pg.:
O.R. Book 1509, Page 923

4. That there has been no labor, material, or service furnished for improvement of the Property, which remains unpaid, except as set forth in paragraph 3 of this affidavit.

5. That there are no claims, demands, liens or judgments outstanding against the above described property and the Grantor is not indebted to anyone for any such Property, except as set forth in paragraph 3 of this affidavit.

6. That the Grantor makes this affidavit for the purpose of assisting the Grantee in the acquisition of the above described property.

(Corporate Seal)

BRUCE WILLIAMS FARMS ASSOCIATES, INC.

Accepted in open session... 11/23/01
Board of County Commissioners, Manatee County

BY: [Signature]
Lloyd E. Williams, Jr., as President

SWORN to and described before me this 15th day of September, 2000, by LLOYD E. WILLIAMS, JR., as President of BRUCE WILLIAMS FARMS ASSOCIATES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC Signature
Jill Karras
Printed Name

Zoller,
Nassar &
Shroyer, L.C.

EXHIBIT "A"
Page 1 of 2

201 5th Avenue Drive East
Post Office Box 9448
Bradenton, Florida 34206

(841) 748-8080
Fax (841) 748-3316
Survey Fax (841) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 30, 2000

OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION, PHASE IIB

DESCRIPTION:

A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30,
TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING
10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE
N 89°47'15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE
OF 2408.76 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID
SECTION 30; THENCE S 00°58'34" W, ALONG THE WEST LINE OF SAID
N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89°01'26" W, A
DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID
CENTERLINE; THENCE N 11°19'00" W, A DISTANCE OF 52.00 FEET; THENCE
N 90°00'00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER
REFERRED TO "POINT A"; THENCE N 58°43'00" W, A DISTANCE OF
279.21 FEET; THENCE N 90°00'00" W, A DISTANCE OF 284.16 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION
WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL
RECORD BOOK 1527, PAGE 6733 AND PAGE 6734 OF THE PUBLIC RECORDS OF
MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID
CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00°00'00" W,
A DISTANCE OF 279.74 FEET; THENCE S 26°30'00" E, A DISTANCE OF
274.95 FEET; THENCE N 66°48'00" E, A DISTANCE OF 10.02 FEET TO THE
POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO
THEIR POINTS OF INTERSECTION.

Accepted in open session. 11/23/01
Board of County Commissioners, Manatee County

BK 1663 PG 7937 2 of 3

Zoller, Najjar & Shroyer, L.C.

Engineers, Planners, Surveyors

Landscape Architects & Environmental Consultants

EXHIBIT "A"

Page 2 of 2

CIFICATE OF AUTHORIZATION # LB9982
 201 5th AVENUE DRIVE EAST
 POST OFFICE BOX 9448
 BRADENTON, FLORIDA 34208
 (841) 748-8080
 FAX (841) 478-3747

DESCRIPTION:

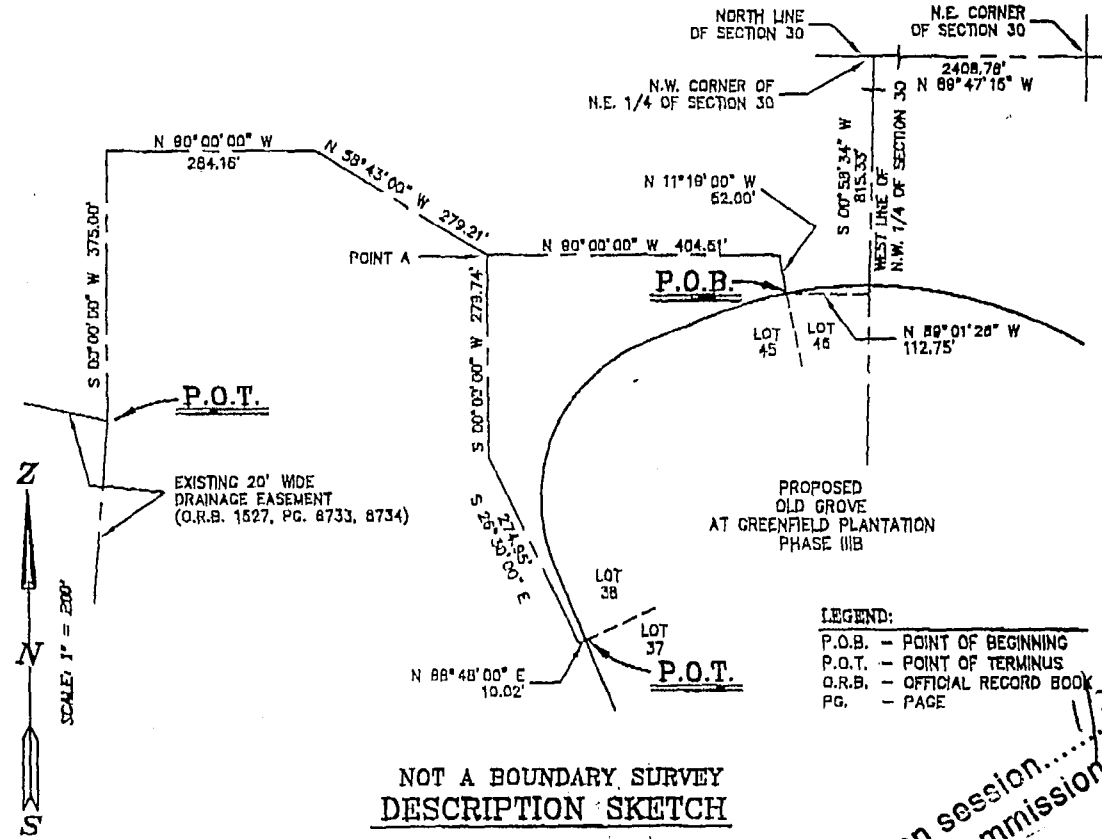
A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE N 89° 47' 15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2408.78 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID SECTION 30; THENCE S 00° 58' 34" W, ALONG THE WEST LINE OF SAID N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89° 01' 26" W, A DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 11° 19' 00" W, A DISTANCE OF 52.00 FEET; THENCE N 90° 00' 00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER REFERRED TO "POINT A"; THENCE N 58° 43' 00" W, A DISTANCE OF 279.21 FEET; THENCE N 90° 00' 00" W, A DISTANCE OF 284.16 FEET; THENCE S 00° 00' 00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1527, PAGE 8733 AND PAGE 8734 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00° 00' 00" W, A DISTANCE OF 279.74 FEET; THENCE S 26° 30' 00" E, A DISTANCE OF 274.95 FEET; THENCE N 66° 48' 00" E, A DISTANCE OF 10.02 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO THEIR POINTS OF INTERSECTION.



NOT A BOUNDARY SURVEY
 DESCRIPTION SKETCH

OFFSITE 20 FOOT DRAINAGE EASEMENT
 OLD GROVE AT GREENFIELD PLANTATION
 PHASE IIIB

IN
 SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA

Accepted to open session... 1/23/01
 Board of County Commissioners, Manatee County

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," CHAPTER 117, FLORIDA ADMINISTRATIVE CODE.

BY: JAMES D. GREER, P.S.M.
 FLORIDA CERTIFICATE NO. 155188
 DATE OF CERTIFICATION: 08/30/00

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89° 47' 15" W.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

© COPYRIGHT 2000 BY ZOLLER, NAJJAR AND SHROYER, L.C. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR REPRESENTING ZOLLER, NAJJAR & SHROYER, L.C.

BK 1663 PG 7930 FILED AND RECORDED 1/25/01 8:24:57 AM 3 of 3
 R.B. SHINE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

cc: M. Glenn, Land Acq.
11/31/01
Ⓟ



MORTGAGEE'S JOINDER IN, RATIFICATION OF AND CONSENT TO OFF-SITE DRAINAGE EASEMENTS

AMERICAN BANK, the owner and holder of the mortgage recorded at Official Records Book 1509, Page 923, of the Public Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in, ratifies and consents to the granting of Drainage Easements thereon. Nothing herein shall be deemed to release from the lien of said mortgage any property described herein.

DATED, this 15 day of September, 2000.

Witnesses:

DIANE K. PARKIN
Print Name:

Charles J. Pratt Jr
Print Name:

AMERICAN BANK

By: Chris Maxwell, Senior Vice President

NOTARY ACKNOWLEDGEMENT

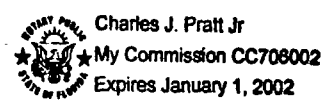
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15 day of September, 2000, by CHRIS MAXWELL, as Senior Vice President, of AMERICAN BANK, on behalf of the corporation he/she is personally known to me or who has produced (type of identification) as identification to me.

SEAL:

My Commission Expires:

Notary Public
Print Name:
Commission Number:



Approved and accepted for and on behalf of the County of Manatee, Florida,

this the 23rd day of January, 2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: Chairman



ATTEST: R.B. SHORE
Clerk of Circuit Court

By: Susan [Signature]

Accepted in open session 1/23/01
Board of County Commissioners, Manatee County

Zoller,
Nassar &
Shroyer, L.C.

EXHIBIT "A"
Page 1 of 2

201 5th Avenue Drive East
Post Office Box 8448
Bradenton, Florida 34206

(841) 748-8080
Fax (841) 748-3316
Survey Fax (841) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 30, 2000

OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIB

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N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89°01'26" W, A
DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID
CENTERLINE; THENCE N 11°19'00" W, A DISTANCE OF 52.00 FEET; THENCE
N 90°00'00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER
REFERRED TO "POINT A"; THENCE N 58°43'00" W, A DISTANCE OF
279.21 FEET; THENCE N 90°00'00" W, A DISTANCE OF 284.16 FEET;
THENCE S 00°00'00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION
WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL
RECORD BOOK 1527, PAGE 6733 AND PAGE 6734 OF THE PUBLIC RECORDS OF
MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID
CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00°00'00" W,
A DISTANCE OF 279.74 FEET; THENCE S 26°30'00" E, A DISTANCE OF
274.95 FEET; THENCE N 66°48'00" E, A DISTANCE OF 10.02 FEET TO THE
POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO
THEIR POINTS OF INTERSECTION.

Accepted *1/23/01*
Board of County Commissioners, Manatee County

Zoller, Najjar & Shroyer, L.C.

Engineers, Planners, Surveyors
Landscape Architects & Environmental Consultants

EXHIBIT "A"

Page 2 of 2

STATE OF AUTHORIZATION # LB0002
201 8th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

DESCRIPTION:

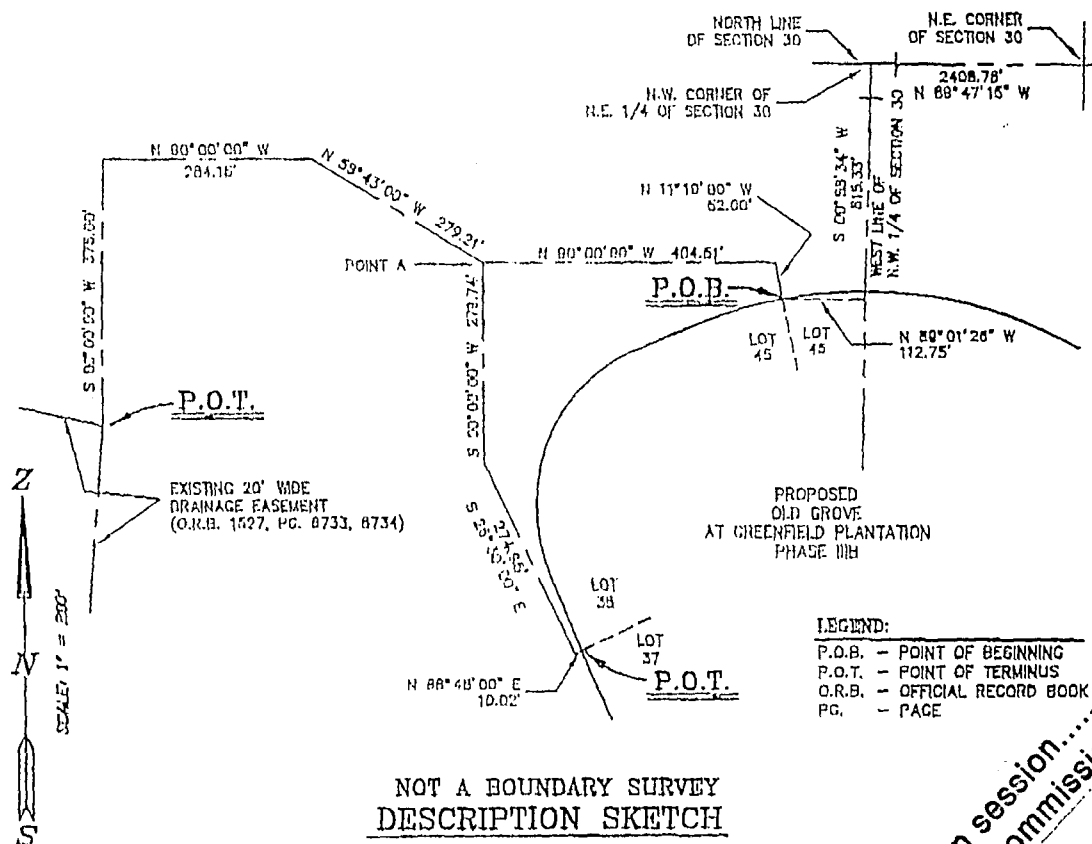
A 20 FOOT WIDE DRAINAGE EASEMENT LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE N 89° 47' 15" W, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2408.78 FEET TO THE NORTHWEST CORNER OF THE N.E. 1/4 OF SAID SECTION 30; THENCE S 00° 58' 34" W, ALONG THE WEST LINE OF SAID N.E. 1/4, A DISTANCE OF 815.33 FEET; THENCE N 89° 01' 26" W, A DISTANCE OF 112.75 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 11° 10' 00" W, A DISTANCE OF 52.00 FEET; THENCE N 90° 00' 00" W, A DISTANCE OF 404.51 FEET TO THE HEREINAFTER REFERRED TO "POINT A"; THENCE N 58° 43' 00" W, A DISTANCE OF 279.21 FEET; THENCE N 00° 00' 00" W, A DISTANCE OF 284.16 FEET; THENCE S 00° 00' 00" W, A DISTANCE OF 375.00 FEET TO AN INTERSECTION WITH A 20 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 1527, PAGE 8733 AND PAGE 6734 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID CENTERLINE.

AND

BEGIN AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 00° 00' 00" W, A DISTANCE OF 279.74 FEET; THENCE S 26° 30' 00" E, A DISTANCE OF 274.95 FEET; THENCE N 66° 48' 00" E, A DISTANCE OF 10.02 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO THEIR POINTS OF INTERSECTION.



NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH
OFFSITE 20 FOOT DRAINAGE EASEMENT
OLD GROVE AT GREENFIELD PLANTATION
PHASE III
IN
SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," CHAPTER 110.07, FLORIDA ADMINISTRATIVE CODE.

BY: JAMES D. GREER, P.S.M.
FLORIDA CERTIFICATE NO. 105100

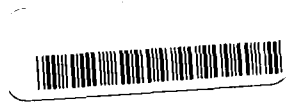
- NOTES:
1. HEARINGS ARE BASED ON THE NORTH LINE OF SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89° 47' 15" W.
 2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNER HAVE NOT BEEN FIELD LOCATED OR SET)

© COPYRIGHT 2000 BY ZOLLER, NAJJAR AND SHROYER, L.C. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER OR SURVEYOR.

BK 1663 PG 7935 FILED AND RECORDED 1/25/01 8:24:57 AM 3 of 3
R.D. SHURE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

Accepted in open session
Board of County Commissioners, Manatee County
9/23/01

cc: M. Blam,
Land Acq.
1/31/01
@



SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**FOR
GREENFIELD PLANTATION, A SUBDIVISION**

THIS SUPPLEMENTAL MASTER DECLARATION is made by RIVER ROAD PLANTATION PARTNERSHIP, a Florida General Partnership ("Declarant").

WHEREAS, Declarant is the owner of real property in Manatee County, Florida, hereinafter described, and has previously executed and placed on record the Master Declaration of Covenants, Conditions and Restrictions for **GREENFIELD PLANTATION, A SUBDIVISION**, recorded in Official Records Book 1527, Page 6755, Public Records of Manatee County, Florida; and

WHEREAS, pursuant to Article II, Paragraph 2 of the Master Declaration, additional property may be subjected to the Master Declaration by filing a Supplemental Master Declaration; and

WHEREAS, Declarant desires, agrees and consents that the following described property is to be subject to the Master Declaration in accordance therewith, subject to such additional restrictions as may be hereafter provided, as contemplated by the Master Declaration.

NOW, THEREFORE, Declarant declares that the real property described on Exhibit "A", attached hereto, to be known on the plat thereof as **OLD GROVE AT GREENFIELD PLANTATION PHASE III-B** (the "property"), is hereby made subject to the operation and effect of the Master Declaration pursuant to Article II, Paragraph 2 thereof, and that the property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges and liens set forth in said Master Declaration, as heretofore, hereby and hereafter amended.

All exhibits attached to the Master Declaration continue to be and are true and accurate, and to the extent required, are incorporated by reference.

IN WITNESS WHEREOF, Declarant has executed these presents this 15th day of September, 2000.

RIVER ROAD PLANTATION
PARTNERSHIP, a Florida General Partnership
By; Its Managing General Partner

Accepted in open session. 11/23/01
Board of County Commissioners, Manatee County

WITNESSES:

Bruce Williams Farm Associates, Inc., A
Florida Corporation

Carol Masio McGuire
Witness

By: Lloyd E. Williams, Jr.
LLOYD E. WILLIAMS, JR.
as President

Carol Masio McGuire
Print Name:

Jill Karras
Witness

Jill Karras
Print Name:

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me this 15th
day of September, 2000, by LLOYD E. WILLIAMS, JR., as President of
BRUCE WILLIAMS FARM ASSOCIATES, INC., a Florida Corporation, who is
personally known to me.



My Commission Expires

BRD1 #30421 v1

Jill Karras
Notary Public
Print Name:

Jill Karras

Accepted in open session... 1/83/01
Board of County Commissioners, Manatee County

Zoller,
Najjar &
Shroyer, L.C.

201 5th Avenue Drive East
Post Office Box 8448
Bradenton, Florida 34206

(941) 748-8080
Fax (941) 748-3318
Survey Fax (941) 748-3747
E-mail: zns@manatee-cc.com
Web Page: www.manatee-cc.com/zns/

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION
PHASE IIIB, A SUBDIVISION

DESCRIPTION:

BEGIN AT NORTHWEST CORNER OF LOT 59, BLOCK A OF OLD GROVE AT GREENFIELD PLANTATION, PHASE II, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 33, PAGE 53 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY OUTLINE OF SAID SUBDIVISION THE FOLLOWING NINETEEN (19) COURSES: (1) S 55°24'00" W, A DISTANCE OF 105.00 FEET; (2) S 34°36'00" E, A DISTANCE OF 28.58 FEET; (3) S 55°24'00" W, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 55°24'00" E, AT A DISTANCE OF 250.00 FEET; (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°57'00", A DISTANCE OF 34.69 FEET; (5) S 47°27'00" W, A DISTANCE OF 108.44 FEET; (6) S 34°36'00" E, A DISTANCE OF 5.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 23.90 FEET; (8) S 40°59'00" W, A DISTANCE OF 105.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 40°59'00" E, AT A DISTANCE OF 200.00 FEET; (9) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'00", A DISTANCE OF 50.32 FEET TO A POINT OF TANGENCY; (10) N 34°36'00" W, A DISTANCE OF 25.60 FEET; (11) S 55°24'00" W, A DISTANCE OF 155.00 FEET; (12) N 34°36'00" W, A DISTANCE OF 166.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; (13) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'00", A DISTANCE OF 26.47 FEET TO A POINT OF TANGENCY; (14) N 50°34'00" W, A DISTANCE OF 44.29 FEET; (15) S 39°26'00" W, A DISTANCE OF 105.00 FEET; (16) S 50°34'00" E, A DISTANCE OF 7.83 FEET; (17) S 39°26'00" W, A DISTANCE OF 50.00 FEET; (18) N 50°34'00" W, A DISTANCE OF 8.10 FEET; (19) S 39°26'00" W, A DISTANCE OF 105.00 FEET; THENCE N 50°34'00" W, A DISTANCE OF 244.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'00", A DISTANCE OF

Accepted in open session 8/23/00
Board of County Commissioners, Manatee County

EXHIBIT "A"

Page 2 of 2

- 2 -

AUGUST 21, 2000

OLD GROVE AT GREENFIELD PLANTATION, PHASE IIIB

169.56 FEET TO A POINT OF TANGENCY; THENCE N 23°12'00" W, A DISTANCE OF 194.35 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET; THENCE NORTHWESTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 361.28 FEET TO A POINT OF TANGENCY; THENCE N 66°48'00" E, A DISTANCE OF 99.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET; THENCE NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°36'00", A DISTANCE OF 775.08 FEET TO A POINT OF TANGENCY; THENCE S 34°36'00" E, A DISTANCE OF 305.49 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 14.68 ACRES, MORE OR LESS.

Accepted in open session... 1/23/01
Board of County Commissioners, Manatee County

Zoller,
Najjar &
Shroyer, L.C.

DK 1667 PG 7928 FILED AND RECORDED 1/25/01 8:24:57 AM 4 of 4
P.L. SHROYER CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GREENFIELD PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on April 28, 1997, as shown by the records of this office.

The document number of this corporation is N97000002410.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Thirtieth day of April, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF
GREENFIELD PLANTATION HOMEOWNERS' ASSOCIATION, INC.
A Corporation Not for Profit

FILED
97 APR 28 AM 11:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes and certifies as follows:

ARTICLE I. NAME

The name of this corporation shall be "GREENFIELD PLANTATION HOMEOWNERS' ASSOCIATION, INC." For convenience, the corporation shall herein be referred to as the "ASSOCIATION".

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the ASSOCIATION is organized is to provide an entity for the maintenance, preservation, management and architectural control of the LOTS and COMMON AREAS located within GREENFIELD PLANTATION, a subdivision located in an unincorporated area of Manatee County, Florida, in accordance with the "Master Declaration of Covenants, Conditions and Restrictions for GREENFIELD PLANTATION," herein called the "DECLARATION", which is to be recorded in the Public Records of Manatee County, Florida, as same may be amended.

ARTICLE III. POWERS

3.1 Common Law and Statutory Powers: The ASSOCIATION shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with these ARTICLES or the DECLARATION.

3.2 Specific Powers: The ASSOCIATION shall have all of the powers and duties set forth in the DECLARATION, as amended from time to time, except as validly limited by these ARTICLES and by said DECLARATION, and all of the powers and duties reasonably necessary to own and operate the COMMON AREAS of GREENFIELD PLANTATION pursuant to the DECLARATION and to perform the maintenance, administrative, managerial and other functions for GREENFIELD PLANTATION as provided in said DECLARATION, as they may be amended from time to time, including but not limited to the following:

- (a) To enforce the provisions of the DECLARATION, these ARTICLES and the BY-LAWS of this ASSOCIATION by appropriate means and carry out the obligations of the ASSOCIATION under the DECLARATION.
- (b) To make and collect assessments against MEMBERS to defray the cost of the common expenses of GREENFIELD PLANTATION as provided in the DECLARATION.

- (c) To use the proceeds of assessments in the exercise of its powers and duties.
- (d) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the COMMON AREAS in accordance with the DECLARATION.
- (e) To purchase insurance upon the COMMON AREAS and for the protection of the ASSOCIATION and its MEMBERS.
- (f) To reconstruct the improvements of the COMMON AREAS after casualties and further to improve the COMMON AREAS in accordance with the DECLARATION.
- (g) To adopt and amend reasonable rules and regulations respecting the use of the COMMON AREAS in accordance with the DECLARATION.
- (h) To enforce by legal means the provisions of the DECLARATION, the BY-LAWS, and regulations duly adopted by the ASSOCIATION.
- (i) To furnish or otherwise provide for private security, fire protection or such other services as the BOARD in its discretion determines necessary or appropriate.
- (j) To pay any real and personal taxes and other charges assessed against the COMMON AREAS unless same are separately assessed to the OWNERS.
- (k) To obtain all required utility and other services for the COMMON AREAS.
- (l) To maintain architectural control over GREENFIELD PLANTATION in accordance with the DECLARATION.
- (m) To negotiate and contract for such materials and services for the benefit of all or any part of the MEMBERS who may subscribe to or elect to accept such materials or services as agent on behalf thereof, in accordance with the DECLARATION.
- (n) To borrow money and to pledge assets of the ASSOCIATION as security therefor pursuant to the DECLARATION.
- (o) To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the ASSOCIATION responsibilities.
- (p) To exercise such further authority as may be reasonably necessary to carry out each and every one of the obligations of the ASSOCIATION set forth in the DECLARATION, these ARTICLES or the BY-LAWS, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or

obligation given to the ASSOCIATION, or reasonably necessary to effectuate its obligation under the DECLARATION.

- (q) To operate and maintain a stormwater management system and a stormwater discharge facility as exempted or permitted by the Southwest Florida Water Management District. Should this ASSOCIATION be dissolved, any stormwater management system and discharge facility shall be maintained by an entity approved by the Southwest Florida Water Management District.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the ASSOCIATION and the proceeds thereof shall be held in trust for the MEMBERS, in accordance with the Provisions of the DECLARATION, these ARTICLES and the By-Laws of the ASSOCIATION.

ARTICLE IV. MEMBERS

4.1 Members: The MEMBERS of the ASSOCIATION shall consist of: (i) the Declarant, GREENFIELD PLANTATION PARTNERSHIP, a Florida General Partnership, as the Declarant Member, until such time as the Declarant is converted to Regular Membership as provided by the terms of the DECLARATION and (ii) all of the OWNERS who qualify as Members in GREENFIELD PLANTATION subject to the DECLARATION. Builders, Contractors or others who purchase a Lot or Lots for the purposes of constructing improvements thereon for resale to others shall not be eligible for membership in the Association.

4.2 Change of Membership: Change of membership in the ASSOCIATION shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot in GREENFIELD PLANTATION, and the delivery to the ASSOCIATION of a copy of such instrument. The OWNER or OWNERS designated in such instrument shall there upon become a MEMBER of the ASSOCIATION and the membership of the prior OWNER shall thereupon be terminated, as provided in the BY-LAWS.

4.3 Limitation on a Transfer of Shares or Assets: The share of a MEMBER in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the MEMBER'S Lot or Unit.

4.4 Voting: The OWNER of each LOT shall be entitled to one vote as a MEMBER of the ASSOCIATION; provided, however, that the DECLARANT shall, be entitled to the number of votes as provided in the DECLARATION. The manner of exercising voting rights shall be determined by the BY-LAWS of the ASSOCIATION. OWNERS owning more than one LOT shall be entitled to one vote for each LOT owned. Voting rights shall be subject to such provisions for delegation of voting rights and the granting of irrevocable proxies as may be provided in the DECLARATION and the BY-LAWS.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the ASSOCIATION shall be managed by a BOARD consisting of such number of MEMBERS as may be determined from time to time in accordance with the DECLARATION and the BY-LAWS. In no event shall the BOARD consist of fewer than three (3) Directors.

5.2 Election of Directors: Directors of the ASSOCIATION shall be elected at the annual meeting of the MEMBERS, in the manner provided by the BY-LAWS. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BY-LAWS.

5.3 First Board of Directors: The names and addresses of the initial Board of Directors, who have been selected by the DECLARANT and who shall serve until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Lloyd E. Williams, Jr.	517 - 9th Street West Bradenton, Florida 34205
Dave Scussel	517 - 9th Street West Bradenton, Florida 34205
Richard Turner	5004 Riverview Boulevard Bradenton, Florida 34209

The initial Directors designated by the Declarant, RIVER ROAD PLANTATION PARTNERSHIP, a Florida General Partnership, and any Directors subsequently designated or appointed or elected by DECLARANT in accordance with the terms of the DECLARATION, need not be MEMBERS of the ASSOCIATION.

ARTICLE VI. INDEMNIFICATION

6.1 Indemnification: Every director and every officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the ASSOCIATION, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the BOARD approves such settlement and reimbursement as being for the best interests of the ASSOCIATION. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that on this 23rd day of April, 1997, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared Charles J. Pratt, Jr., who executed the foregoing instrument and acknowledged before me that he executed the same for and on behalf of the corporation and who is (personally known) or showed identification _____) to me and who did not take an oath.

Melinda S. Blevins
Notary Public
Print Name: **Melinda S. Blevins**



MELINDA S. BLEVINS
COMMISSION # CC625553
EXPIRES MAR 24, 2001
BONDED THROUGH
ATLANTIC BONDING CO., INC.

ACCEPTANCE BY REGISTERED AGENT

MCGUIRE, PRATT, MASIO & FARRANCE, P.A., hereby accepts designation as Registered Agent of the foregoing corporation.

Dated: April 23, 1997.

MCGUIRE, PRATT, MASIO & FARRANCE, P.A.

By: [Signature]
Charles J. Pratt, Vice-President

FILED
97 APR 28 AM 11:06
TALLAHASSEE, FLORIDA

BY-LAWS

OF

GREENFIELD PLANTATION HOMEOWNERS' ASSOCIATION, INC.

A Corporation Not for Profit

ARTICLE I. MEMBERS

1.1 Qualification: The MEMBERS of the ASSOCIATION shall consist of the DECLARANT, River Road Plantation Partnership, a Florida General Partnership, (until such time as the DECLARANT MEMBERSHIP is terminated and converted to Regular Membership as provided by the terms of the DECLARATION) and all of the record OWNERS of Lots or Units in GREENFIELD PLANTATION which are subject to the DECLARATION, in accordance with the DECLARATION. Builders, Contractors or others who purchase a Lot or Lots for the purposes of constructing improvements thereon for resale to others shall not be eligible for membership in the Neighborhood Association.

1.2 Change of Membership: Change of membership in the ASSOCIATION shall be established by (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change in record title to a Lot; and (b) the delivery to the ASSOCIATION of a certified copy of such recorded instrument. Upon the happening of both such events, the OWNER established by such instrument shall thereupon become a MEMBER of the ASSOCIATION, and the membership of the prior OWNER shall be terminated.

1.3 Multiple OWNERS: When a Lot is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each OWNER shall be a MEMBER of the ASSOCIATION by virtue of being a record OWNER of an interest in a Lot. Lessees of Lots and Units shall not be MEMBERS. All matters of voting shall, however, be determined on a per Lot basis, as provided in Article III.

1.4 Restraint Upon Assignment of Membership, Shares and Assets: The membership of a LOT OWNER, and the share of a MEMBER in the funds and assets of the ASSOCIATION shall not be assigned, hypothecated or transferred in any manner except as an appurtenant to his Lot.

1.5 Evidence of Membership: There shall be no stock or membership certificates in the ASSOCIATION. Membership shall be determined by approved ownership as herein provided.

ARTICLE II. VOTING

2.1 Voting Rights: The MEMBER or MEMBERS who are the record OWNERS of each Lot shall be collectively entitled to one (1) vote for each Lot owned, as provided in the DECLARATION and the ARTICLES. A vote may not be divided. The number of votes that the DECLARANT MEMBER is entitled to cast shall be determined from time to time as provided in the

DECLARATION until such time as the DECLARANT MEMBER shall be deemed a REGULAR MEMBER.

2.2 Voting Procedure: The single or multiple OWNERS of each Lot who are REGULAR MEMBERS shall have one vote for each Lot owned and the DECLARANT MEMBER shall have the number of votes provided for in the DECLARATION. All determination of requisite majorities and quorums for all purposes under the DECLARATION, the ARTICLES and these BY-LAWS shall be made by reference to the number of votes of the REGULAR MEMBERS entitled to vote, plus the number of votes, if any, to which the DEVELOPER MEMBER is entitled to vote. Decisions of the ASSOCIATION shall be made by a majority of the votes entitled to be cast by MEMBERS represented at a meeting at which a quorum is present, unless a greater percentage is required by the DECLARATION, the ARTICLES, or these BY-LAWS.

2.3 Quorum: A quorum shall exist when the MEMBERS representing thirty percent (30%) of all votes are present, either in person, by designated voting representative or by proxy.

2.4 Designation of Voting Representative: The right to cast the vote attributable to each Lot owned shall be determined by a certificate filed with the ASSOCIATION, signed by all OWNERS of the Lot. If no such certificate is filed, the presiding officer at any meeting may make such rulings as may be reasonable to the allocation of the vote(s) attributable to a Lot among multiple OWNERS, or the right of a representative of a corporate, partnership or similar OWNER to vote, provided that such rulings are uniformly applied and remain always subject to appeal to the vote of the full membership. The right to cast the vote is further limited to the provisions of this section:

- (a) Single OWNER: If the Lot is owned by one natural person, that person shall be entitled to cast the votes for his Lot.
- (b) Multiple OWNERS: If a Lot is owned by more than one person, either as co-tenants or joint tenants, the person(s) entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate signed by all of the record OWNERS and filed with the Secretary of the ASSOCIATION.
- (c) Corporations: If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the ASSOCIATION.
- (d) Partnership: If a Lot is owned by a general or limited partnership, the general partner(s) entitled to cast the votes for the Lot and the number of votes each person is entitled to cast shall be designated by a certificate executed by all general partners and filed with the Secretary of the ASSOCIATION.

- (e) Trustees: If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the votes for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the votes for the Lot by a certificate executed by all trustees and filed with the Secretary of the ASSOCIATION.
- (f) Estates and Guardianships: If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the votes for such Lot upon filing with the Secretary of the ASSOCIATION a current certified copy of his Letters of Administration or Guardianship.
- (g) Tenants by the Entirety: If a Lot is owned by a husband and wife as tenants by the entirety, they may designate the voting member(s) in the same manner as other multiple OWNERS. If no certificate designating a voting MEMBER is on file with the ASSOCIATION, and only one of the husband and wife is present at a meeting, he or she may cast the votes for their Lot(s) without the concurrence of the other OWNER.
- (h) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. If a certificate is not filed, the Lot shall not be counted in determining a quorum, unless all OWNERS required to execute such certificate are present, in person or by proxy, and such LOT OWNERS shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

2.5 Approval or Disapproval of Matters: Whenever the decision of any MEMBER is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed by the same person who would cast the vote of such OWNER if at an ASSOCIATION meeting, unless the joinder of record OWNERS is specifically required by the DECLARATION or these BY-LAWS.

2.6 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative(s), or the OWNER, if no voting representative(s) have been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the ASSOCIATION before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournment thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

2.7 Method of Voting: Subject to the provisions of the DECLARATION, voting may be by roll call, voice vote or by written ballot; provided that whenever written approval is required by the

DECLARATION, or whenever any amendment to the DECLARATION is proposed, or when any borrowing of funds, pledge, or other disposition of ASSOCIATION Property or asset is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays," provided, that any five (5) voting MEMBERS, or the chairman, may require a roll call vote.

ARTICLE III. MEETINGS OF MEMBERS

3.1 Annual Meeting: The annual meetings of the MEMBERS shall be held during the month of November of each year on a day and at a time determined by the BOARD; provided that notice pursuant to Section 4.3 is given at least thirty (30) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the MEMBERS.

3.2 Special Meetings: Special meetings of the MEMBERS shall be held whenever called by the President, or Vice President, or by a majority of the BOARD, and must be called by such officers upon receipt of a written request from voting MEMBERS entitled to cast votes for not fewer than thirty-three percent (33%) of the total number of votes.

3.3 Notice of Meeting: Reasonable notice of all meetings of the MEMBERS, stating the time, place and the objects for which the meeting is called, shall be given by any officer unless waived in writing. The notice for any meeting at which ASSESSMENTS against LOT OWNERS are to be considered shall advise of the nature of such ASSESSMENTS and that such ASSESSMENTS will be considered. Notice of meetings may be waived in writing before, during or after meetings.

3.4 Place: Meetings of the ASSOCIATION MEMBERS shall be held at such place as the BOARD may designate in the Notice of Meeting.

3.5 Adjournments: If any meeting of MEMBERS cannot be organized because a quorum has not attended, the MEMBERS who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.6 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.

- (j) Announcements.
- (k) Adjournment.

3.7 Action Without Meeting: Whenever the affirmative vote or approval of the MEMBERS is required or permitted by the DECLARATION or these BY-LAWS such action may be taken without a meeting if MEMBERS entitled to cast not fewer than seventy-five percent (75%) of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the DECLARATION, ARTICLES and these BY-LAWS may not be amended without a meeting. Notice of the action so taken shall be given in writing to all MEMBERS who did not approve such action in writing within twenty (20) days of such approval.

3.8 Proviso: Provided, however, that until the DECLARANT has terminated its control of the ASSOCIATION and its affairs in accordance with the DECLARATION, the proceedings of all meetings of the MEMBERS of the ASSOCIATION shall have no effect unless approved by the BOARD, except for the rights of the REGULAR MEMBERS to elect Directors.

ARTICLE IV. DIRECTORS

4.1 Number: The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the MEMBERS from time to time.

4.2. Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual meeting of the MEMBERS. A nominating committee of not less than three (3) nor more than five (5) MEMBERS may be appointed by the BOARD not less than thirty (30) days prior to the annual meeting of the MEMBERS. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.
- (b) The election of directors shall be by ballots, unless dispensed with by unanimous consent and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of votes entitled to be cast by all MEMBERS, including the DECLARANT. A special meeting of the ASSOCIATION MEMBERS to recall a member or members of the BOARD may be called by ten

percent (10%) of the MEMBERS giving notice of the meeting as required for a meeting of ASSOCIATION MEMBERS, and the notice shall state the purpose of the meeting. The vacancy in the BOARD so created shall be filled by vote of the MEMBERS of the ASSOCIATION at the same meeting subject to Paragraph 5.2(d) below.

- (d) The DECLARANT shall be vested with the power to designate the BOARD, the members of which need not be OWNERS of Lots and Units in GREENFIELD PLANTATION until such time as DECLARANT MEMBERSHIP ceases as provided in the DECLARATION. The power to designate is further subject to Paragraph 5.2(e) below. The initial BOARD shall serve until the first election of Directors.

4.3 Term: The term of each Director's service shall extend to the next annual meeting of the MEMBERS and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.4 Qualifications for Corporate or Partnership Owner: An officer of any corporate owner and a general partner of any partnership owner shall be deemed MEMBERS for the purposes of qualifying for election to the BOARD.

4.5 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director he is replacing. Vacancies following removal of office pursuant to Section 5.2(c) shall be filled as therein provided.

4.6 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the ASSOCIATION. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who is a MEMBER of the ASSOCIATION shall be deemed to have resigned if he transfers his Lot so that he ceases to be a MEMBER of the ASSOCIATION. After the DECLARANT has transferred control of the ASSOCIATION pursuant to the DECLARATION, more than three (3) consecutive unexcused absences from regular BOARD meetings shall be deemed a resignation, which shall be effective upon acceptance by the BOARD.

4.7 Voting: All voting for the election of Directors shall be by Lot as provided in Article III hereof.

4.8 Organizational Meeting: The organizational meeting of a newly elected BOARD shall be held within twenty (20) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.9 Regular Meetings: The BOARD may, from time to time, establish a schedule of regular meetings to be held at such time and place as the BOARD may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than fifty-one percent (51%) of the members of the BOARD.

4.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the request of not less than twenty percent (20%) of the members of the BOARD.

4.11 Notice: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him.

4.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire BOARD. Members of the BOARD may participate in a meeting of the BOARD by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the BOARD; except where approval of a greater number of Directors is required by the DECLARATION or these BY-LAWS.

4.13 Adjourned Meeting: If, at any meeting of the BOARD, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

4.15 Meetings Open: Meetings of the BOARD shall be open to all MEMBERS, and notices of such meeting shall be posted conspicuously forty-eight (48) hours in advance of such meeting for the attention of MEMBERS except in an emergency.

4.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their members to preside.

4.17 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll Call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Announcements.
- (i) Adjournment.

ARTICLE V. POWERS AND DUTIES OF BOARD OF DIRECTORS

The BOARD shall have all powers, authority, discretion and duties necessary for the administration and operation of the ASSOCIATION and ASSOCIATION PROPERTY, except as may be reserved or granted to the OWNERS, DECLARANT or a specific committee or committees of the ASSOCIATION by the DECLARATION, THE ARTICLES or these BY-LAWS.

ARTICLE VI. OFFICERS

6.1 Officers and Election: The officers of the ASSOCIATION shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the BOARD, all of whom shall be elected annually by the BOARD, and which officers may be removed by a majority vote of all Directors at any meeting. Any person may hold two (2) offices. The BOARD shall designate the powers and duties of such other officers as it may create.

6.2 President: The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of a Not for Profit Corporation; including but not limited to the power to appoint advisory committees from time to time, from among the MEMBERS or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION. He shall serve as Chairman at all BOARD and Membership meetings.

6.3 Vice President: The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the MEMBERS. He shall attend to the giving and serving of all notice to the MEMBERS and Directors, and other notices required by law and the DECLARATION documents. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an ASSOCIATION, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties

of the Secretary, when the Secretary is absent. The minutes of all meetings of the MEMBERS and the BOARD shall be kept in books available for inspection by MEMBERS, or their authorized representatives, and BOARD members at any reasonable time. All such records shall be retained for not less than seven (7) years.

6.5 Treasurer: The Treasurer shall have the custody of all the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the books of the ASSOCIATION in accordance with good accounting practices and provide for collection of ASSESSMENTS and he shall perform all other duties incident to the Office of Treasurer.

6.6 Indemnification of Directors and Officers: Every Director and every officer of the ASSOCIATION shall be indemnified by the ASSOCIATION against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the ASSOCIATION, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

6.7 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VII. FISCAL MANAGEMENT

7.1 Fiscal Year: The fiscal year of the ASSOCIATION shall be the calendar year.

7.2 Fiscal Management: The fiscal management of the ASSOCIATION shall be in accordance with generally accepted accounting principals, and accounting principals imposed by law, if any.

7.3 Budget: The BOARD shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and to provide funds for reserves and funds for maintenance, repair replacement and improvement of the Common Areas and improvements thereon, and specifically proposed betterments and approved improvements.

7.4 Expenditures: All funds of the ASSOCIATION shall be expended only upon authorization of the BOARD. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from SPECIAL ASSESSMENTS and funds in reserves shall be expended solely for the purpose for which such ASSESSMENT was made or reserve established. Contingency funds may be expended for any legitimate purpose by action of the BOARD.

7.5 Depository: The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such

persons as are authorized by appropriate resolution of the BOARD. Funds of the ASSOCIATION may be commingled or kept in separate accounts.

ARTICLE VIII. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the ASSOCIATION, the BOARD and Committees of the ASSOCIATION when not in conflict with the DECLARATION, ARTICLES or these BY-LAWS.

ARTICLE IX. AMENDMENTS

These BY-LAWS may be amended by the Board of Directors of the ASSOCIATION at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. No Amendment shall be made that is in conflict with the ARTICLES or the DECLARATION and no amendment may be made without the prior written consent and joinder of the DECLARANT during any period of time in which the DECLARANT owns any portion of GREENFIELD PLANTATION. Amendments to the BY-LAWS shall not be effective until they have been certified by an authorized officer of the ASSOCIATION and a copy of the Amendment is recorded in the books of the ASSOCIATION.

ARTICLE X. MISCELLANEOUS

The provisions of these BY-LAWS shall be construed together with the DECLARATION and the ARTICLES. In the event of a conflict between the provisions hereof and the provisions of the DECLARATION, the provisions of the DECLARATION shall control. The provisions hereof shall be liberally construed to grant to the ASSOCIATION sufficient practical authority to operate the Subdivision. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

Until such time as the DECLARANT, or any SUCCESSOR DECLARANT, shall no longer own any portion of GREENFIELD PLANTATION, the ASSOCIATION, its Directors and officers, shall take all such actions as may be necessary or appropriate to enable the DECLARANT to exercise any power or authority reserved by the DECLARANT for its benefit in either the DECLARATION, the ARTICLES or these BY-LAWS.

The foregoing was adopted as the BY-LAWS of THE ASSOCIATION at the first meeting of the BOARD.