

# CERTIFICATE OF CLERK PLAT RECORDING

STATE OF FLORIDA  
COUNTY OF MANATEE



**NOTICE TO THE PUBLIC:**

**THE FOLLOWING PLAT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA:**

<b>CONDOMINIUM</b>	
<b>BOOK</b>	<b>PAGE(S)</b>
<b>SUBDIVISION</b>	<b>INDIGO, PHASE VI, SUBPHASES 6B &amp; 6C REPLAT</b>
<b>BOOK 62</b>	<b>PAGE(S) 51 THRU 57</b>
<b>OWNER OF RECORD:</b>	<b>EMPIRE STATE HOLDING GROUP, LLC</b>
<b>DRAINAGE PLANS</b>	
<b>BOOK</b>	<b>PAGE(S)</b>
<b>ROADS</b>	
<b>BOOK:</b>	<b>PAGE(S):</b>

**ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT  
MANATEE COUNTY, FLORIDA**

BY:   
**DEPUTY CLERK**



# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: dhernandez

Changed By: PSCOTT

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Receipt#: 900088846 Payee Name: NEAL COMMUNITIES OF SOUTHWEST FLORIDA LLC  
Receipt Date: 10/12/2017

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**Instrument:** 201741096774 - BK2696/PG4006 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$90.00

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**Instrument Total: \$120.00**

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**Instrument:** 201741096775 - BK2696/PG4007 RESTRICTION

001000000341100	RECORDING FEE \$5/\$4	\$45.00
199000000341150	PRMTF \$1/\$.50	\$6.00
001000000208911	PRMTF FACC \$.10	\$1.10
199000000341160	PRMTF CLERK \$1.90	\$20.90
001000000208912	PRMTF BCC \$2	\$22.00
001000000341400	INDEXING NAMES	\$0.00

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**Instrument Total: \$95.00**

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**Instrument:** 201741096776 - BK2696/PG4018 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$25.00
199000000341150	PRMTF \$1/\$.50	\$3.50
001000000208911	PRMTF FACC \$.10	\$0.60
199000000341160	PRMTF CLERK \$1.90	\$11.40
001000000208912	PRMTF BCC \$2	\$12.00
001000000341400	INDEXING NAMES	\$0.00

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**Instrument Total: \$52.50**

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**Instrument:** 201741096777 - BK2696/PG4024 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$21.00
199000000341150	PRMTF \$1/\$.50	\$3.00
001000000208911	PRMTF FACC \$.10	\$0.50
199000000341160	PRMTF CLERK \$1.90	\$9.50
001000000208912	PRMTF BCC \$2	\$10.00
001000000341400	INDEXING NAMES	\$0.00

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Receipt Total: \$311.50  
Amount Tendered: \$311.50  
Overage: \$0.00

Check \$311.50 100140021

Amount Paid:

This Instrument Prepared by:  
Vogler Ashton, PLLC  
2411 – A Manatee Ave. West  
Bradenton FL 34205  
941-388-9400



**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO TO ADD INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT**

June **THIS SUPPLEMENTAL DECLARATION**, (the "Supplemental Declaration"), is made as of the 20 day of June, 2017, by **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company, (the "Declarant" or "Developer"), whose mailing address is 5800 Lakewood Ranch Blvd, Sarasota, Florida, 34240.

**RECITALS:**

**WHEREAS**, Declarant has caused the **Declaration of Covenants, Conditions and Restrictions For Indigo** to be recorded in Official Records Book 2568, Page 1144, for the Public Records of Manatee County, Florida, as same has been amended, modified, clarified and supplemented, (the "Original Declaration"); and,

**WHEREAS**, Declarant has caused the Supplemental Declaration of Covenants, Conditions and Restrictions for Indigo to Add Indigo, Phase VI, Subphases 6A, 6B and 6C to be recorded in Official Records Book 2671, Page 4406, for the Public Records of Manatee County, Florida, (the "Phase VI Supplemental Amendment"), [the Original Declaration and the Phase VI Supplemental Amendment shall collectively be referred to herein as the "Declaration"]; and,

**WHEREAS**, Declarant is actively developing the Subdivision; and is therefore empowered to amend and supplement the Declaration pursuant to Article 2.02 and Article 12.06 thereof; and,

**WHEREAS**, Declarant previously brought the Property described herein within the plan and operation of the Declaration pursuant to that certain Phase VI Supplemental Amendment; and,

**WHEREAS**, Declarant has re-platted a portion of the property set forth within the Phase VI Supplemental Amendment, which re-platted property is attached hereto and incorporated herein as **Exhibit "A,"** and further described herein as the "Property" and/or as "Indigo, Phase VI, Subphases 6B & 6C Replat."

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable considerations, the Declarant, for itself and its respective legal representatives, successors and assigns, hereby amends and supplements the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Addition of Indigo, Phase VI, Subphases 6B & 6C Replat.** Pursuant to the Declaration, and specifically Article 2.02 therein, Declarant does hereby include within and bring within the plan and operation of the Declaration the property referred to as Indigo, Phase VI, Subphases 6B & 6C Replat, the legal description of which is attached hereto this Supplemental Declaration as **Exhibit "A,"** and incorporated herein, the same of which shall also be reflected on the Plat for Indigo, Phase VI, Subphases 6B & 6C Replat, as per the Plat thereof recorded in Plat Book 602, Pages 51 through 57 of the Public Records of Manatee County, Florida, ("Indigo, Phase VI, Subphases 6B & 6C Replat" and also referred to herein as the "Property").

3. Right of Entry. A Right of Entry and Compliance with Manatee County Code acknowledgement, as set forth as Exhibit "F" to the Declaration and specifically recorded in Official Records Book 2568 at Page 1207, for the Public Records of Manatee County, Florida, has been established for the overall Indigo Subdivision, which includes Indigo, Phase VI, Subphases 6B & 6C Replat.
4. List of Holdings. The Common Property and other Tract Designations for the Indigo Subdivision are as set forth within the Declaration; and including, those specific Tract Designations as were previously depicted on that certain Plat for Indigo, Phase VI, Subphases 6A, 6B & 6C, as same has been recorded in Official Records Plat Book 61, Page 132, for the Public Records of Manatee County, Florida, with operation and maintenance responsibilities noted therein the Phase VI Supplemental Amendment.
5. Notice to Buyers & Fiscal Program.
  - A. Notice to Buyers. A Notice to Buyers, as set forth as Exhibit "D" to the Declaration and specifically recorded in Official Records Book 2568 at Page 1201, for the Public Records of Manatee County, Florida, has been established for all Buyers in the Indigo Subdivision, which includes all Buyers of Indigo, Phase VI, Subphases 6B & 6C Replat. All Property within Indigo, Phase VI, Subphases 6B & 6C Replat, lies within FEMA Flood Zones X and AE, as per FEMA Flood Panel Map Numbers 12081 C0331E, 12081 C0333E and 12081 C0334E, effective March 17, 2014.
  - B. Fiscal Program. The Fiscal Program for Indigo, Phase VI, Subphases 6B & 6C Replat, is the same as that certain Fiscal Program for the Phase VI Supplemental Amendment, which has been recorded in Official Records Book 2671 at Pages 4419 - 4420, for the Public Records of Manatee County, Florida.
6. Maintenance Program. A Maintenance Program, as set forth as Exhibit "C" to the Declaration and specifically recorded in Official Records Book 2568 at Page 1200, for the Public Records of Manatee County, Florida, has been established for the operation, maintenance and care of the Common Areas and Common Property in the Indigo Subdivision, which includes Indigo, Phase VI, Subphases 6B & 6C Replat.
7. Binding Effect. All Property within Indigo, Phase VI, Subphases 6B & 6C Replat, shall continue to be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, reservations, restrictions, conditions, easements, limitations, terms, obligations, charges, assessments and liens as set forth in the Declaration, as amended, and as further supplemented by this Supplemental Declaration, all of which shall run with and bind the land. All Property is subject to the rules and regulations of the Indigo Neighborhood Association, Inc.
8. Lakewood Ranch Stewardship District. The Property within Indigo, Phase VI, Subphases 6B & 6C Replat, lies within the Lakewood Ranch Stewardship District, an independent special taxing district pursuant to Chapter 189, Florida Statutes, and created by Local Bill No. 1429, codified at Chapter 2005-338, Laws of Florida, either as a geographic area or as a political subdivision and government of the State of Florida, as the context requires, (the "District"). Notice is hereby given: THE LAKEWOOD RANCH STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THAT PROPERTY WITHIN INDIGO THAT IS WITHIN THE DISTRICT'S BOUNDARIES. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES, AND SERVICES OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO STATE, COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BYLAW. The District may (i) adopt rules, regulations and ordinances which govern the Property, and (ii) impose additional assessments and taxes upon that Property within Indigo, Phase VI, Subphases 6B & 6C Replat which assessments shall be in addition to those of the Indigo Neighborhood Association, Inc.

9. **Effect on Remainder of Declaration.** Except to the extent modified herein, all terms and conditions of the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, Declarant has caused these presents to be executed in its name by its members thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**“DEVELOPER” / “DECLARANT”:**

**NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company

By: NCDG Management, LLC, a Florida limited liability company, its Manager

By: James R. Schier  
Name: James R. Schier  
Its: Manager

Kristin Mullins  
Witness

Kristin Mullins  
Print Name of Witness

Kathy Frey  
Witness

Kathy Frey  
Print Name of Witness

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20 day of June, 2017, by James R. Schier, as Manager of NCDG Management, LLC, a Florida Limited Liability Company, as Manager of Neal Communities of Southwest Florida, LLC, a Florida limited liability company, on behalf of the Companies, () who is personally known to me or () who has produced \_\_\_\_\_ as identification.

Veronica McGuire  
Notary Public  
My Commission Expires: \_\_\_\_\_



**JOINDER BY LANDOWNER**

**EMPIRE STATE HOLDING GROUP, LLC**, a Florida limited liability company, hereby joins in, consents to and ratifies the Plat for Indigo, Phase VI, Subphases 6B & 6C Replat, the Declaration and this Supplemental Declaration; and specifically agrees to subject its Property, which Property is identified on Exhibit "A" to this Supplemental Declaration, to the Plat, the Declaration and to the Supplemental Declaration; and agrees said Property shall be held subject to and bound by said Plat, Declaration and Supplemental Declaration, all of which shall run with the land and bind said Property.

IN ~~WITNESS~~ WHEREOF, the undersigned party has executed this document on the 20 day of June, 2017.

**EMPIRE STATE HOLDING GROUP, LLC**, a Florida limited liability company

By: [Signature]  
Name: James R. Schier  
Its: Manager

[Signature]  
Witness

Kristin Mullins  
Print Name of Witness

[Signature]  
Witness

Kathy Frey  
Print Name of Witness

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 20 day of June, 2017, by James R. Schier, as Manager of Empire State Holding Group, LLC, a Florida Limited Liability Company, on behalf of the Company, () who is personally known to me or () who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_





MORTGAGEE'S JOINDER TO SUPPLEMENTAL DECLARATION

**MORTGAGEE'S JOINDER IN AND RATIFICATION OF:**

**(I) THE SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON FOR INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT; AND,**

**(II) THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO TO ADD INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT; AND, ALL RESERVATIONS, COVENANTS AND RESTRICTIONS THEREIN**

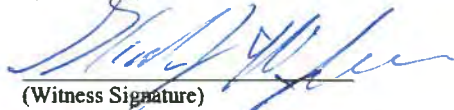
CASSATA FUNDING, LLC, a Florida limited liability company, is the owner and holder of that certain Mortgage and Security Agreement, between Empire State Holding Group, LLC, and Cassata Funding, LLC, as recorded on June 22, 2015, in Official Records Book 2574, Page 4497, in and for the Public Records of Manatee County, Florida, together with those certain Assignments of Rents and Profits, as amended, UCC-1 Financing Statements, as amended, and various Modification Agreements, as recorded in Official Records Book 2574, Page 4509; Book 2574, Page 4519; Book 2586, Page 7523; Book 2608, Page 1940; Book 2629, Page 4810; Book 2629, Page 4823; and Book 2629, Page 4835, (collectively the "Mortgage"), covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of **INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT**, (the "Plat"), and described as follows:

(THE LEGAL DESCRIPTION IS ATTACHED HERETO TO THIS SUPPLEMENTAL DECLARATION AS EXHIBIT "A," AND INCORPORATED HEREIN)

For good and valuable consideration, in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, CASSATA FUNDING, LLC hereby specifically joins in, consents to and ratifies said **Plat for Indigo, Phase VI, Subphases 6B & 6C Replat**, including the **Supplemental Declaration of Covenants, Conditions and Restrictions For Indigo To Add Indigo, Phase VI, Subphases 6B & 6C Replat**, (the "Supplemental Declaration"), and to all dedications, easements, covenants, conditions, restrictions and reservations thereon and therein, and releases from the lien of said mortgage all streets, alleys, walks, thoroughfares, parks and other open spaces, required utilities, canals, lakes, surfacewater facilities and drainage or other easements dedicated to or reserved for the public on said Plat and within said Supplemental Declaration.

DATED, this 30<sup>th</sup> day of June, 2017.

WITNESSES:

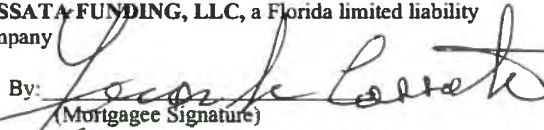
  
(Witness Signature)

MARK J. WOTNICKI  
(Print or Type Name)

  
(Witness Signature)

Heidi WARD  
(Print or Type Name)

CASSATA FUNDING, LLC, a Florida limited liability Company

By:   
(Mortgagee Signature)

FRANK CASSATA  
(Printed Name)

Its: MANAGER



MORTGAGEE'S JOINDER  
INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT

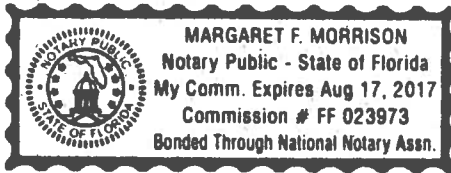
NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2017, by FRANK CASSATA as MANAGER of CASSATA FUNDING, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY STAMP:



Margaret F. Morrison  
Signature of Person Taking Acknowledgment

**JOINDER BY ASSOCIATION**

The **INDIGO NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, hereby joins in, consents to and ratifies this Supplemental Declaration for the purpose of accepting all terms, covenants, restrictions, conditions and easements therein, as well as accepting all rights, obligations and responsibilities of the Association as set forth therein the Supplemental Declaration for operation and maintenance.

June IN WITNESS WHEREOF, the undersigned party has executed this document on the 20 day of \_\_\_\_\_, 2017.

**INDIGO NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation

By: James R. Schier  
James R. Schier, its President

Kristin Mullins  
Signature  
Kristin Mullins  
Printed Name  
Kathy Frey  
Signature  
Kathy Frey  
Printed Name

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 20 day of June, 2017, by James R. Schier, as President of the Indigo Neighborhood Association, Inc., on behalf of the Corporation,  who is personally known to me or ( ) who has produced \_\_\_\_\_ as identification.

Veronica McGuire  
Notary Public  
My Commission Expires: \_\_\_\_\_



**JOINER AND CONSENT OF LAKEWOOD RANCH STEWARDSHIP DISTRICT TO  
(I) INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT, AND (II) THE SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO TO ADD  
INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT, AND TO ALL DEDICATIONS,  
EASEMENTS AND RESERVATIONS**


The LAKEWOOD RANCH STEWARDSHIP DISTRICT, is an independent special district created by Local Bill No. 1429, codified at Chapter 2005-338, laws of Florida, (the "District"), and declares as follows:

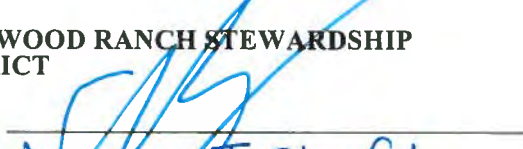
The property set forth on Exhibit "A," as attached hereto this Supplemental Declaration, (the "Property"), is within the boundaries of the District.

For good and valuable consideration, in hand paid by the record owner of said real Property, receipt whereof is hereby acknowledged, the District hereby specifically joins in, consents to and ratifies the subdivision plat for and affecting the Property, which plat is entitled "Indigo, Phase VI, Subphases 6B & 6C Replat," (the "Plat"), and to all dedications and reservations thereon said Plat, and to the Supplemental Declaration of Covenants, Conditions and Restrictions for Indigo to Add Indigo, Phase VI, Subphases 6B & 6C Replat, (the "Supplemental Declaration"), including all covenants, conditions, restrictions, reservations and easements therein said Supplemental Declaration; and releases from the lien (if any) of the District, any and all streets, alleys, walks, thoroughfares, parks, open spaces, required utilities, canals, drainage or other easements and facilities that are specifically **dedicated to or reserved for the general public** on said subdivision Plat or within said Supplemental Declaration.

Additionally, the District hereby joins in, consents to and ratifies this Supplemental Declaration and the Plat for Indigo, Phase VI, Subphases 6B & 6C Replat, for the purpose of accepting all terms, covenants, restrictions, conditions and easements therein, as well as accepting all rights, obligations and responsibilities of the District for operation and maintenance of those Tracts and other areas identified on the Plat for Indigo, Phase VI, Subphases 6B & 6C Replat, which are dedicated to the District.

IN WITNESS WHEREOF, the Lakewood Ranch Stewardship District, by and through its Board, does hereby approve and execute this Joinder and Consent on this 5<sup>th</sup> day of JULY, 2017


Attest:  
  
J. Scott Almand  
Print Name  
Title: Asst. Secretary

LAKEWOOD RANCH STEWARDSHIP DISTRICT  
By:   
Anthony J Chiofalo  
Print Name  
Its: Vice Chairman

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2017, by ANTHONY J. CHIOFALO as VICE CHAIRMAN of the Lakewood Ranch Stewardship District, on behalf of the District, () who is personally known to me or () who has produced \_\_\_\_\_ as identification.



  
Notary Public  
My Commission Expires: \_\_\_\_\_  
**Kathleen J. Horn**

**EXHIBIT "A"**  
Legal Description for  
Indigo, Phase VI, Subphases 6B & 6C Replat

Page 1 of 3

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 4, Township 35 South, Range 19 East, Manatee County, Florida, consisting of Lots 377 through 482 and a portion of Tracts 502 and 503, Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northeast corner of Lot 376 of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following three (3) calls are along the northerly line of said lot 376 and Tract 504, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; (1) thence S.89°10'03"W., a distance of 199.60 feet to the point of curvature of a curve to the left having a radius of 276.00 feet and a central angle of 17°51'23"; (2) thence westerly along the arc of said curve, a distance of 86.02 feet to the point of tangency of said curve; (3) thence S.71°18'40"W., a distance of 120.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 3,280.05 feet and a central angle of 02°10'04"; thence northerly along the arc of said curve, being the easterly line of Lots 338, 339 and Tract 402, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 124.09 feet, said curve having a chord bearing and distance of N.16°33'25"W., 124.09 feet, to the end of said curve, being a point on the southerly line of Tract 300 (Aquamarine Avenue) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along said southerly line of Tract 300 (Aquamarine Avenue); (1) thence N.71°18'40"E., a distance of 115.75 feet to the point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 17°51'23"; (2) thence easterly along the arc of said curve, a distance of 124.66 feet to the point of tangency of said curve; (3) thence N.89°10'03"E., a distance of 172.62 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'29"; (4) thence southeasterly along the arc of said curve, a distance of 38.77 feet to the point of tangency of said curve; thence N.01°58'28"W., along the westerly line of Tract 300 (Azurite Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 100.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 91°08'31"; the following three (3) calls are along the northerly line of the aforementioned Tract 300 (Aquamarine Avenue); (1) thence southwesterly along the arc of said curve, a distance of 39.77 feet, said curve having a chord bearing and distance of S.43°35'47"W., 35.71 feet, to the point of tangency of said curve; (2) thence S.89°10'03"W., a distance of 358.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°34'47"; (3) thence northwesterly along the arc of said curve, a distance of 39.52 feet to the point of tangency of said curve; thence N.00°15'10"W., along the easterly line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 20.79 feet; thence N.89°52'45"W., a distance of 174.11 feet; thence N.00°11'03"W., along the east line of Tract 503 and the southerly extension thereof, a distance of 92.32 feet; thence N.00°15'10"W., along said easterly line of Tract 503, a distance of 154.35 feet; thence S.89°52'45"E., along the southerly line of said Tract 503, a distance of 124.85 feet to the west line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; thence S.88°09'31"E., crossing said Tract 300 (Sky Blue Cove), a distance of 50.02 feet to the east line of said Tract 300 (Sky Blue Cove); thence S.89°52'45"E., a distance of 124.00 feet; thence S.00°07'15"W., along the westerly line of Tract 502, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the northerly extension thereof, a distance of 128.71 feet; the following three (3) calls are along the boundary of said Tract 502; (1) thence S.00°15'10"E., a distance of 36.43 feet; (2) thence N.89°10'03"E., a distance of 281.43 feet; thence N.01°58'28"W., along the easterly line of said Tract 502, also being the westerly line of said Tract 300 (Azurite Way), a distance of 17.66 feet; thence S.88°01'32"W., a distance of 124.00 feet; thence N.01°58'28"W., along the easterly line of said Tract 502 and the southerly and northerly extension thereof, a distance of 451.20 feet; thence N.88°01'32"E., a distance of 174.00 feet to the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 51.35 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 92°23'10"; thence northeasterly along the arc of said curve, also being the southerly line of Tract 300 (True Blue Circle), as shown on the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 40.31 feet to the point of tangency of said curve; thence S.89°35'18"E., along said southerly line, a distance of 143.36 feet; thence N.00°24'42"E., along the east line of Tract 400, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the southerly extension thereof, a distance of 173.00 feet to the westerly most corner of Tract 500, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the southwesterly line of said Tract

500; (1) thence S.89°35'18"E., a distance of 226.00 feet; (2) thence S.00°24'42"W., a distance of 123.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 46°16'53"; (3) thence southeasterly along the arc of said curve, a distance of 80.78 feet, said curve having a chord bearing and distance of S.66°26'52"E., 78.60 feet, to the end of said curve; (4) thence N.77°30'24"E., a distance of 139.30 feet to the northwest corner of Tract 401, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the westerly line of said Tract 401; (1) thence S.13°16'19"E., a distance of 56.05 feet to the point of curvature of a non-tangent curve to the left, having a radius of 499.00 feet and a central angle of 12°28'02"; (2) thence southerly along the arc of said curve, a distance of 108.58 feet, said curve having a chord bearing and distance of S.17°24'20"E., 108.37 feet, to the point of reverse curvature of a curve to the right having a radius of 394.00 feet and a central angle of 66°29'50"; (3) thence southerly along the arc of said curve, a distance of 457.27 feet to the point of compound curvature of a curve to the right having a radius of 326.00 feet and a central angle of 45°10'03"; (4) thence southwesterly along the arc of said curve, a distance of 256.99 feet to the point of tangency of said curve; thence S.88°01'32"W., along said westerly line of Tract 401 and the northerly line of Tract 505, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 201.92 feet; thence S.01°58'28"E., along the westerly line of said Tract 505 and the westerly line of Lot 282, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 627.43 feet to the north line of Tract 300 (Indigo Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said north line of Tract 300 (Indigo Way); thence S.88°01'32"W., a distance of 100.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point lying on the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 411.88 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 781,771 square feet or 17.9470 acres, more or less.

LESS AND EXCEPT:

Tract 501 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records. Containing 49,968 square feet or 1.1471 acres, more or less.

ALSO LESS AND EXCEPT the following two portions of Tract 300 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records, and being more particularly described as follows:

PORTION 1 OF TRACT 300:

BEGIN at the northeast corner of Lot 376 Indigo, Phase VI, Subphase 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence N.01°58'28"W., along the west line of said Tract 301 (Azurite Way), a distance of 766.91 feet; thence N.88°01'32"E., a distance of 50.00 feet to the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 375.36 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00", said point being a point on the north line of Tract 300 (True Blue Circle); the following seven (7) calls are along the north, west and south lines of said Tract 300 (True Blue Circle); (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence N.88°01'32"E., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of 45°10'03"; (3) thence northeasterly along the arc of said curve, a distance of 118.25 feet to the point of compound curvature of a curve to the left having a radius of 218.00 feet and a central angle of 66°29'50"; (4) thence northerly along the arc of said curve, a distance of 253.01 feet to the point of reverse curvature of a curve to the right having a radius of 675.00 feet and a central angle of 12°26'11"; (5) thence northerly along the arc of said curve, a distance of 146.51 feet to the point of reverse curvature of a curve to the left having a radius of 50.00 feet and a central angle of 78°23'08"; (6) thence northwesterly along the arc of said curve, a distance of 68.40 feet to the point of tangency of said curve; (7) thence N.89°35'18"W., a distance of 226.00 feet; thence N.00°24'42"E., a distance of 50.00 feet to a point on the north line of said Tract 300 (True Blue Circle); the following seven (7) calls are along the north, east and south line of said Tract 300 (True Blue Circle); (1) thence S.89°35'18"E., a distance of 226.00 feet to the

point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 78°23'08"; (2) thence southeasterly along the arc of said curve, a distance of 136.81 feet to the point of reverse curvature of a curve to the left having a radius of 625.00 feet and a central angle of 12°26'11"; (3) thence southerly along the arc of said curve, a distance of 135.66 feet to the point of reverse curvature of a curve to the right having a radius of 268.00 feet and a central angle of 66°29'50"; (4) thence southerly along the arc of said curve, a distance of 311.04 feet to the point of compound curvature of a curve to the right having a radius of 200.00 feet and a central angle of 45°10'03"; (5) thence southwesterly along the arc of said curve, a distance of 157.66 feet to the point of tangency of said curve; (6) thence S.88°01'32"W., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; (7) thence southwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point being a point on the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 291.56 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 99,444 square feet or 2.2829 acres, more or less.

PORTION 2 OF TRACT 300:

COMMENCE at the northeast corner of Tract 503, Indigo, Phase VI, Subphases 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence S.00°07'15"W., along the east line of said Tract 503, a distance of 71.13 feet to the POINT OF BEGINNING; thence S.88°09'31"E., a distance of 50.02 feet to the east line of Tract 300 (Sky Blue Cove) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said east line; (1) thence S.00°07'15"W., a distance of 129.11 feet; (2) thence S.00°15'10"E., a distance of 116.05 feet; thence N.89°52'45"W., a distance of 50.00 feet to the west line of said Tract 300 (Sky Blue Cove); the following two (2) calls are along said west line: (1) thence N.00°15'10"W., a distance of 116.05 feet; thence N.00°07'15"E., a distance of 130.61 feet to the POINT OF BEGINNING.

Said tract contains 12,296 square feet or 0.2823 acres, more or less.

Overall Area = 781,771 square feet

Less:

Tract 501 49,968 square feet  
Portion 1, Tract 300 99,444 square feet  
Portion 2, Tract 300 12,296 square feet  
Total of Less Out Area = 161,708 square feet

Net Area = 620,063 square feet or 14.2347 acres, more or less





**MORTGAGEE'S JOINDER TO PLAT**

**MORTGAGEE'S JOINDER IN AND RATIFICATION OF**

**(I) THE SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON FOR INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT; AND,**

**(II) THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO TO ADD INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT; AND, ALL RESERVATIONS, COVENANTS AND RESTRICTIONS THEREIN**

CASSATA FUNDING, LLC, a Florida limited liability company, is the owner and holder of that certain Mortgage and Security Agreement, between Empire State Holding Group, LLC, and Cassata Funding, LLC, as recorded on June 22, 2015, in Official Records Book 2574, Page 4497, in and for the Public Records of Manatee County, Florida, together with those certain Assignments of Rents and Profits, as amended, UCC-1 Financing Statements, as amended, and various Modification Agreements, as recorded in Official Records Book 2574, Page 4509; Book 2574, Page 4519; Book 2586, Page 7523; Book 2608, Page 1940; Book 2629, Page 4810; Book 2629, Page 4823; and Book 2629, Page 4835, (collectively the "Mortgage"), covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of **INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT**, (the "Plat"), and described as follows:

(LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED HEREIN)

For good and valuable consideration, in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, CASSATA FUNDING, LLC hereby specifically joins in, consents to and ratifies said **Plat for Indigo, Phase VI, Subphases 6B & 6C Replat**, including the **Supplemental Declaration of Covenants, Conditions and Restrictions For Indigo To Add Indigo, Phase VI, Subphases 6B & 6C Replat**, (the "Supplemental Declaration"), and to all dedications, easements, covenants, conditions, restrictions and reservations thereon and therein, and releases from the lien of said mortgage all streets, alleys, walks, thoroughfares, parks and other open spaces, required utilities, canals, lakes, surfacewater facilities and drainage or other easements dedicated to or reserved for the public on said Plat and within said Supplemental Declaration.

DATED, this 30<sup>TH</sup> day of June, 2017.

WITNESSES:

[Handwritten Signature]  
(Witness Signature)

MARK G. WOTCICKI  
(Print or Type Name)

[Handwritten Signature]  
(Witness Signature)

Heidi WARD  
(Print or Type Name)

CASSATA FUNDING, LLC, a Florida limited liability Company

By: [Handwritten Signature]  
(Mortgagee Signature)

FRANK CASSATA  
(Printed Name)

Its: MANAGER

ACCEPTED IN OPEN SESSION 10/10/2017  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY



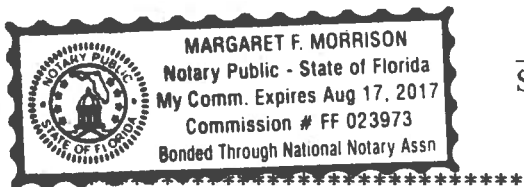
MORTGAGEE'S JOINDER  
INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of  
JUNE, 2017, by FRANK CASSATA as  
MANAGER of **CASSATA FUNDING, LLC**, a Florida limited liability  
company, on behalf of the company, who is personally known to me or who has produced  
\_\_\_\_\_ (Type of Identification) as identification.

NOTARY STAMP:



Margaret F. Morrison  
Signature of Person Taking Acknowledgment

COUNTY APPROVAL AND ACCEPTANCE OF MORTGAGEE'S JOINDER  
INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT

Approved and accepted for and on behalf of the County of Manatee, Florida,  
this 10<sup>th</sup> day of October 2017.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

  
\_\_\_\_\_  
CHAIRMAN

ATTEST: Angelina Colonnese  
Clerk of the Circuit Court of Manatee County, Florida

By:   
\_\_\_\_\_  
Deputy Clerk

## EXHIBIT "A"

PAGE 1 OF 3

Indigo, Phase VI, Subphases 6B & 6C Replat

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 4, Township 35 South, Range 19 East, Manatee County, Florida, consisting of Lots 377 through 482 and a portion of Tracts 502 and 503, Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northeast corner of Lot 376 of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following three (3) calls are along the northerly line of said lot 376 and Tract 504, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; (1) thence S.89°10'03"W., a distance of 199.60 feet to the point of curvature of a curve to the left having a radius of 276.00 feet and a central angle of 17°51'23"; (2) thence westerly along the arc of said curve, a distance of 86.02 feet to the point of tangency of said curve; (3) thence S.71°18'40"W., a distance of 120.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 3,280.05 feet and a central angle of 02°10'04"; thence northerly along the arc of said curve, being the easterly line of Lots 338, 339 and Tract 402, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 124.09 feet, said curve having a chord bearing and distance of N.16°33'25"W., 124.09 feet, to the end of said curve, being a point on the southerly line of Tract 300 (Aquamarine Avenue) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along said southerly line of Tract 300 (Aquamarine Avenue); (1) thence N.71°18'40"E., a distance of 115.75 feet to the point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 17°51'23"; (2) thence easterly along the arc of said curve, a distance of 124.66 feet to the point of tangency of said curve; (3) thence N.89°10'03"E., a distance of 172.62 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'29"; (4) thence southeasterly along the arc of said curve, a distance of 38.77 feet to the point of tangency of said curve; thence N.01°58'28"W., along the westerly line of Tract 300 (Azurite Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 100.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 91°08'31"; the following three (3) calls are along the northerly line of the aforementioned Tract 300 (Aquamarine Avenue); (1) thence southwesterly along the arc of said curve, a distance of 39.77 feet, said curve having a chord bearing and distance of S.43°35'47"W., 35.71 feet, to the point of tangency of said curve; (2) thence S.89°10'03"W., a distance of 358.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°34'47"; (3) thence northwesterly along the arc of said curve, a distance of 39.52 feet to the point of tangency of said curve; thence N.00°15'10"W., along the easterly line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 20.79 feet; thence N.89°52'45"W., a distance of 174.11 feet; thence N.00°11'03"W., along the east line of Tract 503 and the southerly extension thereof, a distance of 92.32 feet; thence N.00°15'10"W., along said easterly line of Tract 503, a distance of 154.35 feet; thence S.89°52'45"E., along the southerly line of said Tract 503, a distance of 124.85 feet to the west line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; thence S.88°09'31"E., crossing said Tract 300 (Sky Blue Cove), a distance of 50.02 feet to the east line of said Tract 300 (Sky Blue Cove); thence S.89°52'45"E., a distance of 124.00 feet; thence S.00°07'15"W., along the westerly line of Tract 502, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the northerly extension thereof, a distance of 128.71 feet; the following three (3) calls are along the boundary of said Tract 502; (1) thence S.00°15'10"E., a distance of 36.43 feet; (2) thence N.89°10'03"E., a distance of 281.43 feet; thence N.01°58'28"W., along the easterly line of said Tract 502, also being the westerly line of said Tract 300 (Azurite Way), a distance of 17.66 feet; thence S.88°01'32"W., a distance of 124.00 feet; thence N.01°58'28"W., along the easterly line of said Tract 502 and the southerly and northerly extension thereof, a distance of 451.20 feet; thence N.88°01'32"E., a distance of 174.00 feet to the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 51.35 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 92°23'10"; thence northeasterly along the arc of said curve, also being the southerly line of Tract 300 (True Blue Circle), as shown on the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 40.31 feet to the point of tangency of said curve; thence S.89°35'18"E., along said southerly line, a distance of 143.36 feet; thence N.00°24'42"E., along the east line of Tract 400, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the southerly extension thereof, a distance of 173.00 feet to the westerly most corner of Tract 500, as shown on

said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the southwesterly line of said Tract 500; (1) thence S.89°35'18"E., a distance of 226.00 feet; (2) thence S.00°24'42"W., a distance of 123.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 46°16'53"; (3) thence southeasterly along the arc of said curve, a distance of 80.78 feet, said curve having a chord bearing and distance of S.66°26'52"E., 78.60 feet, to the end of said curve; (4) thence N.77°30'24"E., a distance of 139.30 feet to the northwest corner of Tract 401, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the westerly line of said Tract 401; (1) thence S.13°16'19"E., a distance of 56.05 feet to the point of curvature of a non-tangent curve to the left, having a radius of 499.00 feet and a central angle of 12°28'02"; (2) thence southerly along the arc of said curve, a distance of 108.58 feet, said curve having a chord bearing and distance of S.17°24'20"E., 108.37 feet, to the point of reverse curvature of a curve to the right having a radius of 394.00 feet and a central angle of 66°29'50"; (3) thence southerly along the arc of said curve, a distance of 457.27 feet to the point of compound curvature of a curve to the right having a radius of 326.00 feet and a central angle of 45°10'03"; (4) thence southwesterly along the arc of said curve, a distance of 256.99 feet to the point of tangency of said curve; thence S.88°01'32"W., along said westerly line of Tract 401 and the northerly line of Tract 505, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 201.92 feet; thence S.01°58'28"E., along the westerly line of said Tract 505 and the westerly line of Lot 282, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 627.43 feet to the north line of Tract 300 (Indigo Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said north line of Tract 300 (Indigo Way); thence S.88°01'32"W., a distance of 100.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point lying on the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 411.88 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 781,771 square feet or 17.9470 acres, more or less.

LESS AND EXCEPT:

Tract 501 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records. Containing 49,968 square feet or 1.1471 acres, more or less.

ALSO LESS AND EXCEPT the following two portions of Tract 300 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records, and being more particularly described as follows:

PORTION 1 OF TRACT 300:

BEGIN at the northeast corner of Lot 376 Indigo, Phase VI, Subphase 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence N.01°58'28"W., along the west line of said Tract 301 (Azurite Way), a distance of 766.91 feet; thence N.88°01'32"E., a distance of 50.00 feet to the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 375.36 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00", said point being a point on the north line of Tract 300 (True Blue Circle); the following seven (7) calls are along the north, west and south lines of said Tract 300 (True Blue Circle); (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence N.88°01'32"E., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of 45°10'03"; (3) thence northeasterly along the arc of said curve, a distance of 118.25 feet to the point of compound curvature of a curve to the left having a radius of 218.00 feet and a central angle of 66°29'50"; (4) thence northerly along the arc of said curve, a distance of 253.01 feet to the point of reverse curvature of a curve to the right having a radius of 675.00 feet and a central angle of 12°26'11"; (5) thence northerly along the arc of said curve, a distance of 146.51 feet to the point of reverse curvature of a curve to the left having a radius of 50.00 feet and a central angle of 78°23'08"; (6) thence northwesterly along the arc of said curve, a distance of 68.40 feet to the point of tangency of said curve; (7) thence N.89°35'18"W., a distance of 226.00 feet;

thence N.00°24'42"E., a distance of 50.00 feet to a point on the north line of said Tract 300 (True Blue Circle); the following seven (7) calls are along the north, east and south line of said Tract 300 (Ture Blue Circle); (1) thence S.89°35'18"E., a distance of 226.00 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 78°23'08"; (2) thence southeasterly along the arc of said curve, a distance of 136.81 feet to the point of reverse curvature of a curve to the left having a radius of 625.00 feet and a central angle of 12°26'11"; (3) thence southerly along the arc of said curve, a distance of 135.66 feet to the point of reverse curvature of a curve to the right having a radius of 268.00 feet and a central angle of 66°29'50"; (4) thence southerly along the arc of said curve, a distance of 311.04 feet to the point of compound curvature of a curve to the right having a radius of 200.00 feet and a central angle of 45°10'03"; (5) thence southwesterly along the arc of said curve, a distance of 157.66 feet to the point of tangency of said curve; (6) thence S.88°01'32"W., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; (7) thence southwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point being a point on the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 291.56 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 99,444 square feet or 2.2829 acres, more or less.

PORTION 2 OF TRACT 300:

COMMENCE at the northeast corner of Tract 503, Indigo, Phase VI, Subphases 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence S.00°07'15"W., along the east line of said Tract 503, a distance of 71.13 feet to the POINT OF BEGINNING; thence S.88°09'31"E., a distance of 50.02 feet to the east line of Tract 300 (Sky Blue Cove) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said east line; (1) thence S.00°07'15"W., a distance of 129.11 feet; (2) thence S.00°15'10"E., a distance of 116.05 feet; thence N.89°52'45"W., a distance of 50.00 feet to the west line of said Tract 300 (Sky Blue Cove); the following two (2) calls are along said west line: (1) thence N.00°15'10"W., a distance of 116.05 feet; thence N.00°07'15"E., a distance of 130.61 feet to the POINT OF BEGINNING.

Said tract contains 12,296 square feet or 0.2823 acres, more or less.

Overall Area = 781,771 square feet

Less:

Tract 501 49,968 square feet  
Portion 1, Tract 300 99,444 square feet  
Portion 2, Tract 300 12,296 square feet  
Total of Less Out Area = 161,708 square feet

Net Area = 620,063 square feet or 14.2347 acres, more or less

Recorded with  
Manatee County Florida Clerk  
Access Official Records at  
www.ManateeClerk.com

**JOINDER AND CONSENT OF LAKEWOOD RANCH STEWARDSHIP DISTRICT TO  
(I) INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT, AND (II) THE SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO TO ADD  
INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT, AND TO ALL DEDICATIONS,  
EASEMENTS AND RESERVATIONS**

The LAKEWOOD RANCH STEWARDSHIP DISTRICT, is an independent special district created by Local Bill No. 1429, codified at Chapter 2005-338, laws of Florida, (the "District"), and declares as follows:

The property set forth on Exhibit "A," attached hereto and incorporated herein, (the "Property"), is within the boundaries of the District.

For good and valuable consideration, in hand paid by the record owner of said real Property, receipt whereof is hereby acknowledged, the District hereby specifically joins in, consents to and ratifies the subdivision plat for and affecting the Property, which plat is entitled "Indigo, Phase VI, Subphases 6B & 6C Replat," (the "Plat"), and to all dedications and reservations thereon said Plat, and to the Supplemental Declaration of Covenants, Conditions and Restrictions for Indigo to Add Indigo, Phase VI, Subphases 6B & 6C Replat, (the "Supplemental Declaration"), including all covenants, conditions, restrictions, reservations and easements therein said Supplemental Declaration; and releases from the lien (if any) of the District, any and all streets, alleys, walks, thoroughfares, parks, open spaces, required utilities, canals, drainage or other easements and facilities that are specifically dedicated to or reserved for the general public on said subdivision Plat or within said Supplemental Declaration.

IN WITNESS WHEREOF, the Lakewood Ranch Stewardship District, by and through its Board, does hereby approve and execute this Joinder and Consent on this 5<sup>th</sup> day of JULY, 2017.

Attest:

[Signature]  
J. Scott Almand  
Print Name  
Title: Asst. Secretary

LAKEWOOD RANCH STEWARDSHIP DISTRICT

By: [Signature]  
Anthony J. Chiofalo  
Print Name  
Its: Vice Chairman

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2017, by ANTHONY J. CHIOFALO, as VICE CHAIRMAN of the Lakewood Ranch Stewardship District, on behalf of the District, () who is personally known to me or () who has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_  
**Kathleen J. Horn**

COUNTY APPROVAL AND ACCEPTANCE OF STEWARDSHIP DISTRICT'S JOINDER  
INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT

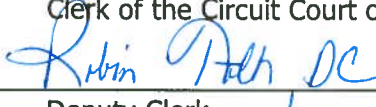
Approved and accepted for and on behalf of the County of Manatee, Florida,  
this 10<sup>th</sup> day of October 2017.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

  
\_\_\_\_\_  
CHAIRMAN

ATTEST: Angelina Coloneso  
Clerk of the Circuit Court of Manatee County, Florida

By:   
\_\_\_\_\_  
Deputy Clerk



**EXHIBIT "A"**

**Indigo, Phase VI, Subphases 6B & 6C Replat**

PAGE 1 OF 3

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 4, Township 35 South, Range 19 East, Manatee County, Florida, consisting of Lots 377 through 482 and a portion of Tracts 502 and 503, Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northeast corner of Lot 376 of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following three (3) calls are along the northerly line of said lot 376 and Tract 504, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; (1) thence S.89°10'03"W., a distance of 199.60 feet to the point of curvature of a curve to the left having a radius of 276.00 feet and a central angle of 17°51'23"; (2) thence westerly along the arc of said curve, a distance of 86.02 feet to the point of tangency of said curve; (3) thence S.71°18'40"W., a distance of 120.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 3,280.05 feet and a central angle of 02°10'04"; thence northerly along the arc of said curve, being the easterly line of Lots 338, 339 and Tract 402, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 124.09 feet, said curve having a chord bearing and distance of N.16°33'25"W., 124.09 feet, to the end of said curve, being a point on the southerly line of Tract 300 (Aquamarine Avenue) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along said southerly line of Tract 300 (Aquamarine Avenue); (1) thence N.71°18'40"E., a distance of 115.75 feet to the point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 17°51'23"; (2) thence easterly along the arc of said curve, a distance of 124.66 feet to the point of tangency of said curve; (3) thence N.89°10'03"E., a distance of 172.62 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'29"; (4) thence southeasterly along the arc of said curve, a distance of 38.77 feet to the point of tangency of said curve; thence N.01°58'28"W., along the westerly line of Tract 300 (Azurite Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 100.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 91°08'31"; the following three (3) calls are along the northerly line of the aforementioned Tract 300 (Aquamarine Avenue); (1) thence southwesterly along the arc of said curve, a distance of 39.77 feet, said curve having a chord bearing and distance of S.43°35'47"W., 35.71 feet, to the point of tangency of said curve; (2) thence S.89°10'03"W., a distance of 358.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°34'47"; (3) thence northwesterly along the arc of said curve, a distance of 39.52 feet to the point of tangency of said curve; thence N.00°15'10"W., along the easterly line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 20.79 feet; thence N.89°52'45"W., a distance of 174.11 feet; thence N.00°11'03"W., along the east line of Tract 503 and the southerly extension thereof, a distance of 92.32 feet; thence N.00°15'10"W., along said easterly line of Tract 503, a distance of 154.35 feet; thence S.89°52'45"E., along the southerly line of said Tract 503, a distance of 124.85 feet to the west line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; thence S.88°09'31"E., crossing said Tract 300 (Sky Blue Cove), a distance of 50.02 feet to the east line of said Tract 300 (Sky Blue Cove); thence S.89°52'45"E., a distance of 124.00 feet; thence S.00°07'15"W., along the westerly line of Tract 502, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the northerly extension thereof, a distance of 128.71 feet; the following three (3) calls are along the boundary of said Tract 502; (1) thence S.00°15'10"E., a distance of 36.43 feet; (2) thence N.89°10'03"E., a distance of 281.43 feet; thence N.01°58'28"W., along the easterly line of said Tract 502, also being the westerly line of said Tract 300 (Azurite Way), a distance of 17.66 feet; thence S.88°01'32"W., a distance of 124.00 feet; thence N.01°58'28"W., along the easterly line of said Tract 502 and the southerly and northerly extension thereof, a distance of 451.20 feet; thence N.88°01'32"E., a distance of 174.00 feet to the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 51.35 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 92°23'10"; thence northeasterly along the arc of said curve, also being the southerly line of Tract 300 (True Blue Circle), as shown on the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 40.31 feet to the point of tangency of said curve; thence S.89°35'18"E., along said southerly line, a distance of 143.36 feet; thence N.00°24'42"E., along the east line of Tract 400, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the southerly extension thereof, a distance of 173.00 feet to the westerly most corner of Tract 500, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the southwesterly line of said Tract 500; (1) thence

S.89°35'18"E., a distance of 226.00 feet; (2) thence S.00°24'42"W., a distance of 123.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 46°16'53"; (3) thence southeasterly along the arc of said curve, a distance of 80.78 feet, said curve having a chord bearing and distance of S.66°26'52"E., 78.60 feet, to the end of said curve; (4) thence N.77°30'24"E., a distance of 139.30 feet to the northwest corner of Tract 401, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the westerly line of said Tract 401; (1) thence S.13°16'19"E., a distance of 56.05 feet to the point of curvature of a non-tangent curve to the left, having a radius of 499.00 feet and a central angle of 12°28'02"; (2) thence southerly along the arc of said curve, a distance of 108.58 feet, said curve having a chord bearing and distance of S.17°24'20"E., 108.37 feet, to the point of reverse curvature of a curve to the right having a radius of 394.00 feet and a central angle of 66°29'50"; (3) thence southerly along the arc of said curve, a distance of 457.27 feet to the point of compound curvature of a curve to the right having a radius of 326.00 feet and a central angle of 45°10'03"; (4) thence southwesterly along the arc of said curve, a distance of 256.99 feet to the point of tangency of said curve; thence S.88°01'32"W., along said westerly line of Tract 401 and the northerly line of Tract 505, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 201.92 feet; thence S.01°58'28"E., along the westerly line of said Tract 505 and the westerly line of Lot 282, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 627.43 feet to the north line of Tract 300 (Indigo Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said north line of Tract 300 (Indigo Way); thence S.88°01'32"W., a distance of 100.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point lying on the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 411.88 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 781,771 square feet or 17.9470 acres, more or less.

**LESS AND EXCEPT:**

Tract 501 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records. Containing 49,968 square feet or 1.1471 acres, more or less.

ALSO LESS AND EXCEPT the following two portions of Tract 300 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records, and being more particularly described as follows:

**PORTION 1 OF TRACT 300:**

BEGIN at the northeast corner of Lot 376 Indigo, Phase VI, Subphase 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence N.01°58'28"W., along the west line of said Tract 301 (Azurite Way), a distance of 766.91 feet; thence N.88°01'32"E., a distance of 50.00 feet to the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 375.36 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00", said point being a point on the north line of Tract 300 (True Blue Circle); the following seven (7) calls are along the north, west and south lines of said Tract 300 (True Blue Circle); (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence N.88°01'32"E., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of 45°10'03"; (3) thence northeasterly along the arc of said curve, a distance of 118.25 feet to the point of compound curvature of a curve to the left having a radius of 218.00 feet and a central angle of 66°29'50"; (4) thence northerly along the arc of said curve, a distance of 253.01 feet to the point of reverse curvature of a curve to the right having a radius of 675.00 feet and a central angle of 12°26'11"; (5) thence northerly along the arc of said curve, a distance of 146.51 feet to the point of reverse curvature of a curve to the left having a radius of 50.00 feet and a central angle of 78°23'08"; (6) thence northwesterly along the arc of said curve, a distance of 68.40 feet to the point of tangency of said curve; (7) thence N.89°35'18"W., a distance of 226.00 feet; thence N.00°24'42"E., a distance of 50.00 feet to a point on the north line of said Tract 300 (True Blue Circle); the following seven (7) calls are along the north, east and south line of said Tract 300 (True Blue Circle); (1) thence S.89°35'18"E., a distance of 226.00 feet to the point of curvature of a curve

to the right having a radius of 100.00 feet and a central angle of 78°23'08"; (2) thence southeasterly along the arc of said curve, a distance of 136.81 feet to the point of reverse curvature of a curve to the left having a radius of 625.00 feet and a central angle of 12°26'11"; (3) thence southerly along the arc of said curve, a distance of 135.66 feet to the point of reverse curvature of a curve to the right having a radius of 268.00 feet and a central angle of 66°29'50"; (4) thence southerly along the arc of said curve, a distance of 311.04 feet to the point of compound curvature of a curve to the right having a radius of 200.00 feet and a central angle of 45°10'03"; (5) thence southwesterly along the arc of said curve, a distance of 157.66 feet to the point of tangency of said curve; (6) thence S.88°01'32"W., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; (7) thence southwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point being a point on the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 291.56 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 99,444 square feet or 2.2829 acres, more or less.

PORTION 2 OF TRACT 300:

COMMENCE at the northeast corner of Tract 503, Indigo, Phase VI, Subphases 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence S.00°07'15"W., along the east line of said Tract 503, a distance of 71.13 feet to the POINT OF BEGINNING; thence S.88°09'31"E., a distance of 50.02 feet to the east line of Tract 300 (Sky Blue Cove) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said east line; (1) thence S.00°07'15"W., a distance of 129.11 feet; (2) thence S.00°15'10"E., a distance of 116.05 feet; thence N.89°52'45"W., a distance of 50.00 feet to the west line of said Tract 300 (Sky Blue Cove); the following two (2) calls are along said west line: (1) thence N.00°15'10"W., a distance of 116.05 feet; thence N.00°07'15"E., a distance of 130.61 feet to the POINT OF BEGINNING.

Said tract contains 12,296 square feet or 0.2823 acres, more or less.

Overall Area = 781,771 square feet

Less:

Tract 501 49,968 square feet  
Portion 1, Tract 300 99,444 square feet  
Portion 2, Tract 300 12,296 square feet  
Total of Less Out Area = 161,708 square feet

Net Area = 620,063 square feet or 14.2347 acres, more or less

**REVISED** October 10, 2017 - Regular Meeting  
Agenda Item #20

Approved in Open Session 10/10/17,  
Manatee County  
Board of County Commissioners

Subject

Replat - Indigo Phase VI, Subphase 6B & 6C

Briefings

None

PLAT BOOK: 62  
PAGES: 51 thru 57

Contact and/or Presenter Information

Diana Lonergan, Planner, Ext 3841

Action Requested

1. Execute and record Final Subdivision Replat;
2. Record Supplemental Declaration of Covenants, Conditions, and Restrictions for Indigo To Add Indigo Phase VI, Subphases 6B & 6C Replat;
3. Accept, Execute, and Record Mortgagee's Joinder In And Ratification Of : (I) The Subdivision Plat and All Dedications and Reservations Thereon for Indigo, Phase VI, Subphases 6B & 6C Replat; and (II) The Supplemental Declaration of Covenants, Conditions and Restrictions for Indigo to Add Indigo, Phase VI, Subphases 6B & 6C Replat; And, All Reservations, Covenants and Restrictions Therein;
4. Accept, Execute, and Record Joinder And Consent of Lakewood Ranch Stewardship District to (I) Indigo, Phase VI, Subphases 6B & 6C Replat, and (II) the Supplemental Declaration of Covenants, Conditions and Restrictions For Indigo to Add Indigo, Phase VI, Subphases 6B & 6C Replat, And To All Dedications, Easements and Reservations.

Enabling/Regulating Authority

- MANATEE COUNTY LAND DEVELOPMENT CODE ORDINANCE 15-17, AS AMENDED;
- MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS. The project has been issued a Certificate of Level of Service for Potable, Solid Waste, Sanitary Sewer, Transit, Drainage, Traffic, and Fire Protection, Objective 2.4.1, Concurrency, CLOS-16-004.

Background Discussion

- This final replat is for a reduction from 106 residential lots to 102 residential lots in Indigo Phase VI, portions of Subphases 6B & 6C.
- The potable water and wastewater infrastructure facilities within this private road subdivision will be publicly owned and maintained by Manatee County. The applicant has elected to plat the subdivision prior to its construction. As a result the applicant has provided a performance bond for platting purposes for all future private and public infrastructure improvements. As part of the proposed public utilities within this private street subdivision, there are required Agreements for Subdivision Improvements along with a Bill of Sale to Manatee County for utility infrastructure improvements.

These documents shall be executed and recorded.

- Upon completion of this subdivision and issuance of Certificate of Completion for the subdivision by Manatee County, the performance bond will be released and replaced with a defect security bond and, at the same time, the applicant shall execute the required agreement(s) and a Bill of Sale and submit both to Manatee County for execution and acceptance.
- All common areas will be maintained by the Indigo Neighborhood Association, Inc.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please send the Plat Book and Page numbers to: [Diana.lonergan@mymanatee.org](mailto:Diana.lonergan@mymanatee.org) and [Todd.boyle@mymanatee.org](mailto:Todd.boyle@mymanatee.org) **Distributed 10/12/17, RT**

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Application - Indigo PH VI - SP 6B & 6C.pdf](#)

Attachment: [Legal Documents - Indigo PH VI - SP 6B & 6C.pdf](#)

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - October 10, 2017

October 10, 2017 - Regular Meeting  
Agenda Item #18

Subject

Replat - Indigo Phase VI, Subphase 6B & 6C

Briefings

None

Contact and/or Presenter Information

Diana Lonergan, Planner, Ext 3841

Action Requested

1. Execute and record Final Subdivision Replat;
2. Record Supplemental Declaration of Covenants, Conditions, and Restrictions for Indigo To Add Indigo Phase VI, Subphases 6B & 6C Replat;
3. Accept, Execute, and Record Mortgagee's Joinder In And Ratification Of : (I) The Subdivision Plat and All Dedications and Reservations Thereon for Indigo, Phase VI, Subphases 6B & 6C Replat; and (II) The Supplemental Declaration of Covenants, Conditions and Restrictions for Indigo to Add Indigo, Phase VI, Subphases 6B & 6C Replat; And, All Reservations, Covenants and Restrictions Therein;
4. Accept, Execute, and Record Joinder And Consent of Lakewood Ranch Stewardship District to (I) Indigo, Phase VI, Subphases 6B & 6C Replat, and (II) the Supplemental Declaration of Covenants, Conditions and Restrictions For Indigo to Add Indigo, Phase VI, Subphases 6B & 6C Replat, And To All Dedications, Easements and Reservations.

Enabling/Regulating Authority

- MANATEE COUNTY LAND DEVELOPMENT CODE ORDINANCE 15-17, AS AMENDED;
- MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS. The project has been issued a Certificate of Level of Service for Potable, Solid Waste, Sanitary Sewer, Transit, Drainage, Traffic, and Fire Protection, Objective 2.4.1, Concurrency, CLOS-16-004.

Background Discussion

- This final replat is for a reduction from 106 residential lots to 102 residential lots in Indigo Phase VI, portions of Subphases 6B & 6C.
- The potable water and wastewater infrastructure facilities within this private road subdivision will be publicly owned and maintained by Manatee County. The applicant has elected to plat the subdivision prior to its construction. As a result the applicant has provided a performance bond for platting purposes for all future private and public infrastructure improvements. As part of the proposed public utilities within this private street subdivision, there are required Agreements for Subdivision Improvements along with a Bill of Sale to Manatee County for utility infrastructure improvements.

These documents shall be executed and recorded.

- Upon completion of this subdivision and issuance of Certificate of Completion for the subdivision by Manatee County, the performance bond will be released and replaced with a defect security bond and, at the same time, the applicant shall execute the required agreement(s) and a Bill of Sale and submit both to Manatee County for execution and acceptance.
- All common areas will be maintained by the Indigo Neighborhood Association, Inc.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please send the Plat Book and Page numbers to: [Diana.lonergan@mymanatee.org](mailto:Diana.lonergan@mymanatee.org) and [Todd.boyle@mymanatee.org](mailto:Todd.boyle@mymanatee.org)

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Application - Indigo PH VI - SP 6B & 6C.pdf](#)

Attachment: [Legal Documents - Indigo PH VI - SP 6B & 6C.pdf](#)

REPLACED



**MANATEE COUNTY GOVERNMENT  
BUILDING & DEVELOPMENT SERVICES DEPARTMENT  
LAND DEVELOPMENT APPLICATION**

PDR-05-15/17-S-33(F)

20170336(1)

July 6, 2017

INDIGO, PHASE VI SUBPHASES 6B &  
6C REPLAT

**FOR STAFF USE ONLY**

Date: \_\_\_\_\_

File Number: \_\_\_\_\_

File Name: \_\_\_\_\_

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

**NAME OF THE PROJECT:** Indigo, Phase VI, Subphases 6B & 6C Replat

**TYPE OF APPROVAL DESIRED:** Subdivision Final Plat Application

**LIST CASE NUMBERS OF PREVIOUS APPROVALS:** PDR-5-15\16-S-18(P)/FSP-16-26

PDR-15-15/17-S-33(F)

**A. Property Information**

1. Legal Description: See Attached Exhibit "A"
2. D. P. Number(s): 577700107, 579902339, 578300309
3. Section: 4 Township: 35 South Range: 19 East
4. Subdivision Name (if Platted): Indigo, Phase VI, Subphases 6A, 6B & 6C
5. Lot: 377-482 Block: N/A
7. Address or Location of Property (See Address Coordinator, if physical address is needed):  
See Attached Address Map
8. Present Zoning Classification: PDR - Planned Development Residential
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-FLUC
12. Flood Zone Category: X, X (OTHER FLOOD), AE Map/Panel Numbers: 120810331E, 12081C0333E
13. Property Size (to the nearest tenth of acre or sq. ft.): 14.2 Acres
14. Existing Use(s) of Subject Property (i.e.: vacant, residence, commercial, etc.): Residential
15. Surrounding Land Use(s) (i.e.: vacant, residence, commercial, etc.):  
a. North: Residence c. East: Residence  
b. South: Residence d. West: Residence
16. Description of Proposed Activity or Use (Attach separate Sheet if Necessary):  
Replat of 106 Residential Lots to 102 Residential Lots

## B. Names/Addresses

List all person(s) having ownership in subject property

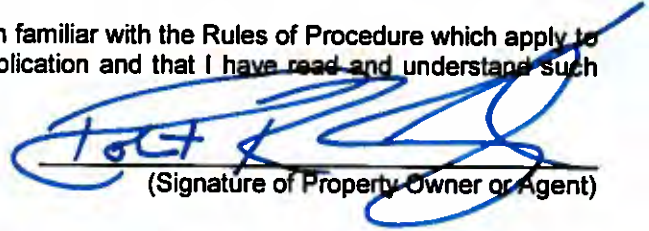
1. Name of Property Owner: Empire State Holding Group, LLC  
Address: 5800 Lakewood Ranch Boulevard North, Sarasota, Fl  
Zip: 34240 Telephone: 941-328-1111 Fax: 941-328-1100  
Email Address: jschier@nealcommunities.com
  
2. Name of Property Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
3. Name of Agent: Robert R. Cunningham (Stantec Consulting Services Inc.)  
Address: 6900 Professional Parkway East, Sarasota, Fl.  
Zip: 34240 Telephone: 941-907-6900 Fax: 941-907-6910  
Email Address: bob.cunningham@stantec.com
  
4. Name of Engineer: Chynstophor Jordan, P.E. (Stantec Consulting Services Inc.)  
Address: 6900 Professional Parkway East, Sarasota, Fl.  
Zip: 34240 Telephone: 941-907-6900 Fax: 941-907-6910  
Email Address: Chris.Jordan@Stantec.com
  
5. Name of Architect: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
6. Name of Landscape Architect: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**NOTE: UNLESS OTHERWISE NOTED, ALL WRITTEN CORRESPONDENCE WILL BE SENT 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.



(Signature of Property Owner or Agent)

### **Additional Information**

#### **CONTACT:**

Building & Development Services Department  
1112 Manatee Avenue West, Fourth Floor 34205  
P. O. Box 1000, Bradenton, FL 34206

**Telephone:** (941) 748-4501, Extension 6871  
**Fax Number:** (941) 708-6152  
<http://www.myanatee.org>

Exhibit "A"

Indigo, Phase VI, Subphases 6B & 6C Replat

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 4, Township 35 South, Range 19 East, Manatee County, Florida, consisting of Lots 377 through 482 and a portion of Tracts 502 and 503, Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northeast corner of Lot 376 of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following three (3) calls are along the northerly line of said lot 376 and Tract 504, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; (1) thence S.89°10'03"W., a distance of 199.60 feet to the point of curvature of a curve to the left having a radius of 276.00 feet and a central angle of 17°51'23"; (2) thence westerly along the arc of said curve, a distance of 86.02 feet to the point of tangency of said curve; (3) thence S.71°18'40"W., a distance of 120.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 3,280.05 feet and a central angle of 02°10'04"; thence northerly along the arc of said curve, being the easterly line of Lots 338, 339 and Tract 402, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 124.09 feet, said curve having a chord bearing and distance of N.16°33'25"W., 124.09 feet, to the end of said curve, being a point on the southerly line of Tract 300 (Aquamarine Avenue) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along said southerly line of Tract 300 (Aquamarine Avenue); (1) thence N.71°18'40"E., a distance of 115.75 feet to the point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 17°51'23"; (2) thence easterly along the arc of said curve, a distance of 124.66 feet to the point of tangency of said curve; (3) thence N.89°10'03"E., a distance of 172.62 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'29"; (4) thence southeasterly along the arc of said curve, a distance of 38.77 feet to the point of tangency of said curve; thence N.01°58'28"W., along the westerly line of Tract 300 (Azurite Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 100.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 91°08'31"; the following three (3) calls are along the northerly line of the aforementioned Tract 300 (Aquamarine Avenue); (1) thence southwesterly along the arc of said curve, a distance of 39.77 feet, said curve having a chord bearing and distance of S.43°35'47"W., 35.71 feet, to the point of tangency of said curve; (2) thence S.89°10'03"W., a distance of 358.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°34'47"; (3) thence northwesterly along the arc of said curve, a distance of 39.52 feet to the point of tangency of said curve; thence N.00°15'10"W., along the easterly line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 20.79 feet; thence N.89°52'45"W., a distance of 174.11 feet; thence N.00°11'03"W., along the east line of Tract 503 and the southerly extension thereof, a distance of 92.32 feet; thence N.00°15'10"W., along said easterly line of Tract 503, a distance of 154.35 feet; thence S.89°52'45"E., along the southerly line of said Tract 503, a distance of 124.85 feet to the west line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; thence S.88°09'31"E., crossing said Tract 300 (Sky

Blue Cove), a distance of 50.02 feet to the east line of said Tract 300 (Sky Blue Cove); thence S.89°52'45"E., a distance of 124.00 feet; thence S.00°07'15"W., along the westerly line of Tract 502, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the northerly extension thereof, a distance of 128.71 feet; the following three (3) calls are along the boundary of said Tract 502; (1) thence S.00°15'10"E., a distance of 36.43 feet; (2) thence N.89°10'03"E., a distance of 281.43 feet; thence N.01°58'28"W., along the easterly line of said Tract 502, also being the westerly line of said Tract 300 (Azurite Way), a distance of 17.66 feet; thence S.88°01'32"W., a distance of 124.00 feet; thence N.01°58'28"W., along the easterly line of said Tract 502 and the southerly and northerly extension thereof, a distance of 451.20 feet; thence N.88°01'32"E., a distance of 174.00 feet to the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 51.35 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 92°23'10"; thence northeasterly along the arc of said curve, also being the southerly line of Tract 300 (True Blue Circle), as shown on the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 40.31 feet to the point of tangency of said curve; thence S.89°35'18"E., along said southerly line, a distance of 143.36 feet; thence N.00°24'42"E., along the east line of Tract 400, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the southerly extension thereof, a distance of 173.00 feet to the westerly most corner of Tract 500, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the southwesterly line of said Tract 500; (1) thence S.89°35'18"E., a distance of 226.00 feet; (2) thence S.00°24'42"W., a distance of 123.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 46°16'53"; (3) thence southeasterly along the arc of said curve, a distance of 80.78 feet, said curve having a chord bearing and distance of S.66°26'52"E., 78.60 feet, to the end of said curve; (4) thence N.77°30'24"E., a distance of 139.30 feet to the northwest corner of Tract 401, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the westerly line of said Tract 401; (1) thence S.13°16'19"E., a distance of 56.05 feet to the point of curvature of a non-tangent curve to the left, having a radius of 499.00 feet and a central angle of 12°28'02"; (2) thence southerly along the arc of said curve, a distance of 108.58 feet, said curve having a chord bearing and distance of S.17°24'20"E., 108.37 feet, to the point of reverse curvature of a curve to the right having a radius of 394.00 feet and a central angle of 66°29'50"; (3) thence southerly along the arc of said curve, a distance of 457.27 feet to the point of compound curvature of a curve to the right having a radius of 326.00 feet and a central angle of 45°10'03"; (4) thence southwesterly along the arc of said curve, a distance of 256.99 feet to the point of tangency of said curve; thence S.88°01'32"W., along said westerly line of Tract 401 and the northerly line of Tract 505, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 201.92 feet; thence S.01°58'28"E., along the westerly line of said Tract 505 and the westerly line of Lot 282, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 627.43 feet to the north line of Tract 300 (Indigo Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said north line of Tract 300 (Indigo Way); thence S.88°01'32"W., a distance of 100.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point lying on the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 411.88 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 781,771 square feet or 17.9470 acres, more or less.

**LESS AND EXCEPT:**

Tract 501 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records. Containing 49,968 square feet or 1.1471 acres, more or less.

ALSO LESS AND EXCEPT the following two portions of Tract 300 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records, and being more particularly described as follows:

**PORTION 1 OF TRACT 300:**

BEGIN at the northeast corner of Lot 376 Indigo, Phase VI, Subphase 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence N.01°58'28"W., along the west line of said Tract 301 (Azurite Way), a distance of 766.91 feet; thence N.88°01'32"E., a distance of 50.00 feet to the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 375.36 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00", said point being a point on the north line of Tract 300 (True Blue Circle); the following seven (7) calls are along the north, west and south lines of said Tract 300 (True Blue Circle); (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence N.88°01'32"E., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of 45°10'03"; (3) thence northeasterly along the arc of said curve, a distance of 118.25 feet to the point of compound curvature of a curve to the left having a radius of 218.00 feet and a central angle of 66°29'50"; (4) thence northerly along the arc of said curve, a distance of 253.01 feet to the point of reverse curvature of a curve to the right having a radius of 675.00 feet and a central angle of 12°26'11"; (5) thence northerly along the arc of said curve, a distance of 146.51 feet to the point of reverse curvature of a curve to the left having a radius of 50.00 feet and a central angle of 78°23'08"; (6) thence northwesterly along the arc of said curve, a distance of 68.40 feet to the point of tangency of said curve; (7) thence N.89°35'18"W., a distance of 226.00 feet; thence N.00°24'42"E., a distance of 50.00 feet to a point on the north line of said Tract 300 (True Blue Circle); the following seven (7) calls are along the north, east and south line of said Tract 300 (True Blue Circle); (1) thence S.89°35'18"E., a distance of 226.00 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 78°23'08"; (2) thence southeasterly along the arc of said curve, a distance of 136.81 feet to the point of reverse curvature of a curve to the left having a radius of 625.00 feet and a central angle of 12°26'11"; (3) thence southerly along the arc of said curve, a distance of 135.66 feet to the point of reverse curvature of a curve to the right having a radius of 268.00 feet and a central angle of 66°29'50"; (4) thence southerly along the arc of said curve, a distance of 311.04 feet to the point of compound curvature of a curve to the right having a radius of 200.00 feet and a central angle of 45°10'03"; (5) thence southwesterly along the arc of said curve, a distance of 157.66 feet to the point of tangency of said curve; (6) thence S.88°01'32"W., a distance of 301.92 feet to the point of curvature of a curve to the left

having a radius of 25.00 feet and a central angle of 90°00'00"; (7) thence southwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point being a point on the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 291.56 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 99,444 square feet or 2.2829 acres, more or less.

PORTION 2 OF TRACT 300:

COMMENCE at the northeast corner of Tract 503, Indigo, Phase VI, Subphases 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence S.00°07'15"W., along the east line of said Tract 503, a distance of 71.13 feet to the POINT OF BEGINNING; thence S.88°09'31"E., a distance of 50.02 feet to the east line of Tract 300 (Sky Blue Cove) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said east line; (1) thence S.00°07'15"W., a distance of 129.11 feet; (2) thence S.00°15'10"E., a distance of 116.05 feet; thence N.89°52'45"W., a distance of 50.00 feet to the west line of said Tract 300 (Sky Blue Cove); the following two (2) calls are along said west line: (1) thence N.00°15'10"W., a distance of 116.05 feet; thence N.00°07'15"E., a distance of 130.61 feet to the POINT OF BEGINNING.

Said tract contains 12,296 square feet or 0.2823 acres, more or less.

Overall Area = 781,771 square feet

Less:

Tract 501 49,968 square feet  
Portion 1, Tract 300 99,444 square feet  
Portion 2, Tract 300 12,296 square feet  
Total of Less Out Area = 161,708 square feet

Net Area = 620,063 square feet or 14.2347 acres, more or less

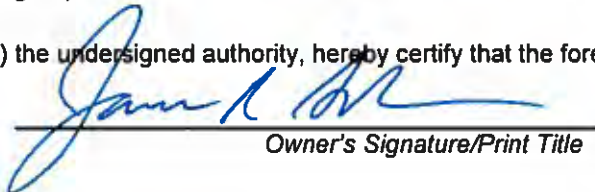


**MANATEE COUNTY PLANNING DEPARTMENT  
AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION AFFIDAVIT**

Property Owner (Company or individual) (print): Empire State Holding, LLC (Neal Communities of Southwest Florida, LLC)  
Mailing Address (print): 5800 Lakewood Ranch Boulevard, Sarasota, Florida 34240  
Officer's Name and Title (print): James R. Schier, Vice President

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 of Indigo, Phase VI, Subphases 6B & 6C Replat
- (Type of Application Approval Requested)*
- Is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint Robert R. Cunningham, PSM as Stantec Consulting Services Inc. 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 conditions 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.

 / VP  
Owner's Signature/Print Title  
  
\_\_\_\_\_  
Owner's Signature/Print Title

STATE OF FLORIDA  
COUNTY OF **MANATEE** Sarasota

The foregoing instrument was acknowledged before me this June 20, 2017 by James R. Schier who is personally known to me or who  
(date)  
(name of person acknowledging)

has produced \_\_\_\_\_ as identification.  
(type of identification)

My Commission Expires: \_\_\_\_\_

  
Signature of Person Taking Acknowledgment  
**SHERRY S. DODDEMA**

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title or Rank

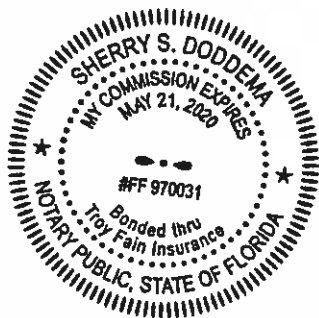


Exhibit "A"

Indigo, Phase VI, Subphases 6B & 6C Replat

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 4, Township 35 South, Range 19 East, Manatee County, Florida, consisting of Lots 377 through 482 and a portion of Tracts 502 and 503, Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northeast corner of Lot 376 of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following three (3) calls are along the northerly line of said lot 376 and Tract 504, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; (1) thence S.89°10'03"W., a distance of 199.60 feet to the point of curvature of a curve to the left having a radius of 276.00 feet and a central angle of 17°51'23"; (2) thence westerly along the arc of said curve, a distance of 86.02 feet to the point of tangency of said curve; (3) thence S.71°18'40"W., a distance of 120.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 3,280.05 feet and a central angle of 02°10'04"; thence northerly along the arc of said curve, being the easterly line of Lots 338, 339 and Tract 402, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 124.09 feet, said curve having a chord bearing and distance of N.16°33'25"W., 124.09 feet, to the end of said curve, being a point on the southerly line of Tract 300 (Aquamarine Avenue) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along said southerly line of Tract 300 (Aquamarine Avenue); (1) thence N.71°18'40"E., a distance of 115.75 feet to the point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 17°51'23"; (2) thence easterly along the arc of said curve, a distance of 124.66 feet to the point of tangency of said curve; (3) thence N.89°10'03"E., a distance of 172.62 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'29"; (4) thence southeasterly along the arc of said curve, a distance of 38.77 feet to the point of tangency of said curve; thence N.01°58'28"W., along the westerly line of Tract 300 (Azurite Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 100.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 91°08'31"; the following three (3) calls are along the northerly line of the aforementioned Tract 300 (Aquamarine Avenue); (1) thence southwesterly along the arc of said curve, a distance of 39.77 feet, said curve having a chord bearing and distance of S.43°35'47"W., 35.71 feet, to the point of tangency of said curve; (2) thence S.89°10'03"W., a distance of 358.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°34'47"; (3) thence northwesterly along the arc of said curve, a distance of 39.52 feet to the point of tangency of said curve; thence N.00°15'10"W., along the easterly line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 20.79 feet; thence N.89°52'45"W., a distance of 174.11 feet; thence N.00°11'03"W., along the east line of Tract 503 and the southerly extension thereof, a distance of 92.32 feet; thence N.00°15'10"W., along said easterly line of Tract 503, a distance of 154.35 feet; thence S.89°52'45"E., along the southerly line of said Tract 503, a distance of 124.85 feet to the west line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; thence S.88°09'31"E., crossing said Tract 300 (Sky

Blue Cove), a distance of 50.02 feet to the east line of said Tract 300 (Sky Blue Cove); thence S.89°52'45"E., a distance of 124.00 feet; thence S.00°07'15"W., along the westerly line of Tract 502, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the northerly extension thereof, a distance of 128.71 feet; the following three (3) calls are along the boundary of said Tract 502; (1) thence S.00°15'10"E., a distance of 36.43 feet; (2) thence N.89°10'03"E., a distance of 281.43 feet; thence N.01°58'28"W., along the easterly line of said Tract 502, also being the westerly line of said Tract 300 (Azurite Way), a distance of 17.66 feet; thence S.88°01'32"W., a distance of 124.00 feet; thence N.01°58'28"W., along the easterly line of said Tract 502 and the southerly and northerly extension thereof, a distance of 451.20 feet; thence N.88°01'32"E., a distance of 174.00 feet to the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 51.35 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 92°23'10"; thence northeasterly along the arc of said curve, also being the southerly line of Tract 300 (True Blue Circle), as shown on the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 40.31 feet to the point of tangency of said curve; thence S.89°35'18"E., along said southerly line, a distance of 143.36 feet; thence N.00°24'42"E., along the east line of Tract 400, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the southerly extension thereof, a distance of 173.00 feet to the westerly most corner of Tract 500, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the southwesterly line of said Tract 500; (1) thence S.89°35'18"E., a distance of 226.00 feet; (2) thence S.00°24'42"W., a distance of 123.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 46°16'53"; (3) thence southeasterly along the arc of said curve, a distance of 80.78 feet, said curve having a chord bearing and distance of S.66°26'52"E., 78.60 feet, to the end of said curve; (4) thence N.77°30'24"E., a distance of 139.30 feet to the northwest corner of Tract 401, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the westerly line of said Tract 401; (1) thence S.13°16'19"E., a distance of 56.05 feet to the point of curvature of a non-tangent curve to the left, having a radius of 499.00 feet and a central angle of 12°28'02"; (2) thence southerly along the arc of said curve, a distance of 108.58 feet, said curve having a chord bearing and distance of S.17°24'20"E., 108.37 feet, to the point of reverse curvature of a curve to the right having a radius of 394.00 feet and a central angle of 66°29'50"; (3) thence southerly along the arc of said curve, a distance of 457.27 feet to the point of compound curvature of a curve to the right having a radius of 326.00 feet and a central angle of 45°10'03"; (4) thence southwesterly along the arc of said curve, a distance of 256.99 feet to the point of tangency of said curve; thence S.88°01'32"W., along said westerly line of Tract 401 and the northerly line of Tract 505, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 201.92 feet; thence S.01°58'28"E., along the westerly line of said Tract 505 and the westerly line of Lot 282, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 627.43 feet to the north line of Tract 300 (Indigo Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said north line of Tract 300 (Indigo Way); thence S.88°01'32"W., a distance of 100.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence northwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point lying on the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 411.88 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 781,771 square feet or 17.9470 acres, more or less.

**LESS AND EXCEPT:**

Tract 501 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records. Containing 49,968 square feet or 1.1471 acres, more or less.

ALSO LESS AND EXCEPT the following two portions of Tract 300 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records, and being more particularly described as follows:

**PORTION 1 OF TRACT 300:**

BEGIN at the northeast corner of Lot 376 Indigo, Phase VI, Subphase 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence N.01°58'28"W., along the west line of said Tract 301 (Azurite Way), a distance of 766.91 feet; thence N.88°01'32"E., a distance of 50.00 feet to the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 375.36 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00", said point being a point on the north line of Tract 300 (True Blue Circle); the following seven (7) calls are along the north, west and south lines of said Tract 300 (True Blue Circle); (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence N.88°01'32"E., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of 45°10'03"; (3) thence northeasterly along the arc of said curve, a distance of 118.25 feet to the point of compound curvature of a curve to the left having a radius of 218.00 feet and a central angle of 66°29'50"; (4) thence northerly along the arc of said curve, a distance of 253.01 feet to the point of reverse curvature of a curve to the right having a radius of 675.00 feet and a central angle of 12°26'11"; (5) thence northerly along the arc of said curve, a distance of 146.51 feet to the point of reverse curvature of a curve to the left having a radius of 50.00 feet and a central angle of 78°23'08"; (6) thence northwesterly along the arc of said curve, a distance of 68.40 feet to the point of tangency of said curve; (7) thence N.89°35'18"W., a distance of 226.00 feet; thence N.00°24'42"E., a distance of 50.00 feet to a point on the north line of said Tract 300 (True Blue Circle); the following seven (7) calls are along the north, east and south line of said Tract 300 (True Blue Circle); (1) thence S.89°35'18"E., a distance of 226.00 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 78°23'08"; (2) thence southeasterly along the arc of said curve, a distance of 136.81 feet to the point of reverse curvature of a curve to the left having a radius of 625.00 feet and a central angle of 12°26'11"; (3) thence southerly along the arc of said curve, a distance of 135.66 feet to the point of reverse curvature of a curve to the right having a radius of 268.00 feet and a central angle of 66°29'50"; (4) thence southerly along the arc of said curve, a distance of 311.04 feet to the point of compound curvature of a curve to the right having a radius of 200.00 feet and a central angle of 45°10'03"; (5) thence southwesterly along the arc of said curve, a distance of 157.66 feet to the point of tangency of said curve; (6) thence S.88°01'32"W., a distance of 301.92 feet to the point of curvature of a curve to the left

having a radius of 25.00 feet and a central angle of 90°00'00"; (7) thence southwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point being a point on the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 291.56 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 99,444 square feet or 2.2829 acres, more or less.

PORTION 2 OF TRACT 300:

COMMENCE at the northeast corner of Tract 503, Indigo, Phase VI, Subphases 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence S.00°07'15"W., along the east line of said Tract 503, a distance of 71.13 feet to the POINT OF BEGINNING; thence S.88°09'31"E., a distance of 50.02 feet to the east line of Tract 300 (Sky Blue Cove) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said east line; (1) thence S.00°07'15"W., a distance of 129.11 feet; (2) thence S.00°15'10"E., a distance of 116.05 feet; thence N.89°52'45"W., a distance of 50.00 feet to the west line of said Tract 300 (Sky Blue Cove); the following two (2) calls are along said west line: (1) thence N.00°15'10"W., a distance of 116.05 feet; thence N.00°07'15"E., a distance of 130.61 feet to the POINT OF BEGINNING.

Said tract contains 12,296 square feet or 0.2823 acres, more or less.

Overall Area = 781,771 square feet

Less:

Tract 501 49,968 square feet  
Portion 1, Tract 300 99,444 square feet  
Portion 2, Tract 300 12,296 square feet  
Total of Less Out Area = 161,708 square feet

Net Area = 620,063 square feet or 14.2347 acres, more or less

MANATEE COUNTY

ITEM 1 OF 1

MISC FEES RECEIPT

RECEIPT # : 81000004211

PRINT DATE : 07/07/2017

RECEIPT DATE : 07/07/2017

PRINT TIME : 14:17:26

OPERATOR : cstrong

COPY # : 2

RECEIVED BY : CAROLYN STRONG  
REC'D. FROM : NEAL COMMUNITIES

CASH DRAWER: 81

Notes .....: INDIGO PHAESE VI SUBPHASES 6  
B & 6C REPLATDTS# 20170336

FEE ID	DESCRIPTION	PAYMENT
FSUB	FINAL SUBDIV PLAT	5020.00
TOTAL		5020.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK/MONEY ORDER	5,020.00	1-00135736
TOTAL RECEIPT :	5,020.00	

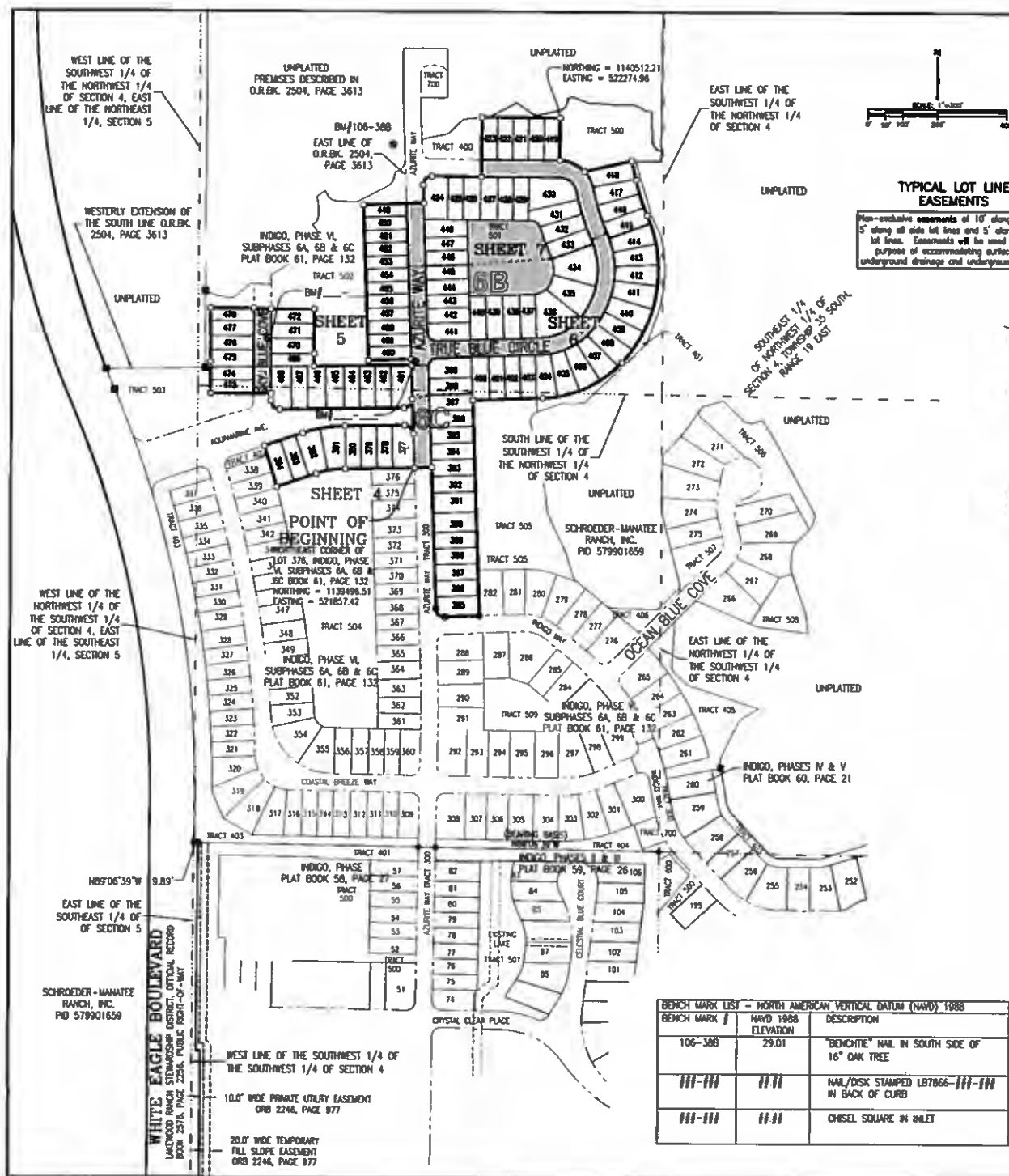
# INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT

A REPLAT OF LOTS 377-482 & A PORTION OF  
TRACTS 502 & 503, INDIGO, PHASE VI, SUBPHASES  
6A, 6B & 6C, PLAT BOOK 61, PAGE 132  
A SUBDIVISION IN SECTION 4,  
TOWNSHIP 35 SOUTH, RANGE 19 EAST  
MANATEE COUNTY, FLORIDA



**TYPICAL LOT LINE EASEMENTS**

Non-exclusive easements of 10' along all front 5' along all side lot lines and 5' along all rear lot lines. Easements will be used for the purpose of accumulating surface and underground drainage and underground utilities.



- LEGEND:**
- ∠ = ANGLE POINT
  - = BENCHMARK
  - = PERMANENT REFERENCE MONUMENT, 5/8" IRON ROD SET ON PHASE LINE ONLY (PRM LB/7866)
  - = PERMANENT REFERENCE MONUMENT (PRM) 4" x 4" CONCRETE MONUMENT SET (PRM LB/7866)
  - = 4" x 4" PERMANENT REFERENCE MONUMENT (PRM) CONCRETE MONUMENT (LB/7866 UNLESS OTHERWISE NOTED)
  - ⊙ = PERMANENT CONTROL POINT (PCP) P.L. MAIL & DISK (PCP LB/7866)
  - ⊚ = PERMANENT CONTROL POINT FOUND (PCP) P.L. MAIL & DISK (LB/043 UNLESS OTHERWISE NOTED)
  - ⊛ = 5/8" CAPPED IRON ROD SET (LB/7866)
  - ⊜ = DENOTES A DIMENSION POINT ONLY. NO PHYSICAL MONUMENT WAS TOLDO OR SET
  - DNR DOC. = DEPARTMENT OF NATURAL RESOURCES DOCUMENT
  - NAD83/90 = NORTH AMERICAN DATUM OF 1983-1990 ADJUSTMENT
  - LB/ = LICENCED BUSINESS NUMBER
  - SF = AREA OF LOT IN SQUARE FEET
  - (R) = RADIAL LINE
  - = LINE RADIAL TO CURVE IN DIRECTION OF ARROW
  - D = CENTRAL ANGLE
  - L = ARC LENGTH OF CURVE
  - R = RADIUS
  - C = CHORD DISTANCE
  - CB = CHORD BRC. (BEARING)
  - LJ = LINE # (SEE LINE TABLE)
  - CJ = CURVE # (SEE CURVE TABLE)
  - ORB = OFFICIAL RECORD BOOK
  - PG = PAGE
  - oko = ALSO KNOWN AS
  - (OA) = OVERALL
  - LWRSD = LAKEWOOD RANCH STEWARDSHIP DISTRICT
  - U.E. = UTILITY EASEMENT
  - TRT = TRACT
  - L.M.A. = LAKE MAINTENANCE ACCESS

**NOTES:**

BEARINGS SHOWN HEREIN ARE ARBITRARY AND BASED ON THE NORTH LINE OF THE PLAT OF INDIGO PHASE II & III, RECORDED IN PLAT BOOK 58, PAGES 28 THROUGH 31 IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N.89°06'39"W. AND DO NOT REFER TO THE TRUE MERIDIAN.

STATE PLANE COORDINATES SHOWN HEREIN WERE ESTABLISHED USING A TRIMBLE MODEL 4800 GPS RECEIVER. CONTROL STATIONS USED TO ESTABLISH THE DATUM WERE 1-75 BA 04 (PD#) AG 8123 SCALE FACTOR = 0.99998548 AND M 018 (PD#) AG 8123 SCALE FACTOR = 0.9999804 AND 83/90 NORTH AMERICAN DATUM OF 1983 WITH 1980 ADJUSTMENT, FLORIDA WEST ZONE. BOTH CONTROL STATIONS HAVE BEEN DESTROYED WITH CONSTRUCTION ON 1-75.

ELEVATIONS SHOWN HEREIN ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BASED UPON MANATEE COUNTY BENCHMARKS "ALABAMA" (PD# D04657) AND "ARIZONA" (PD#D04656) HAVING PUBLISHED ELEVATIONS OF 34.29' (NAVD 88) AND 47.82' (NAVD 88) RESPECTIVELY. TO CONVERT THESE ELEVATIONS FROM NAVD 88 TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NAVD 1929), ADD 0.98 FEET TO THE VALUES SHOWN HEREIN.

ALL EASEMENTS ARE PRIVATE UNLESS OTHERWISE DESIGNATED.

ALL UTILITIES ARE UNDERGROUND UNLESS OTHERWISE NOTED.

VISIBILITY TRIANGLES MUST BE MAINTAINED AT CORNER LOTS PER SECTION 1002 OF THE LAND DEVELOPMENT CODE OF MANATEE COUNTY, FLORIDA.

ALL LINES INTERSECTING WITH A CURVE WHICH ARE NOT DESIGNATED WITH (R), ARE NON RADIAL.

NUMERICAL DIMENSIONS SHOWN HEREIN TO THE NEAREST FOOT OR TENTH OF A FOOT ARE TO BE INTERPRETED AS HAVING A PRECISION TO THE NEAREST ONE HUNDREDTH OF A FOOT, EXCEPTING IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE.

BENCH MARK LIST - NORTH AMERICAN VERTICAL DATUM (NAVD) 1988		
BENCH MARK #	NAVD 1988 ELEVATION	DESCRIPTION
106-388	29.01	"BONCHITE" MAIL IN SOUTH SIDE OF 16" OAK TREE
-		MAIL/DISK STAMPED LB7866-    -     IN BACK OF CURB
-		CHESE SQUARE IN WALK

**KEY MAP**

**Stantec**

6800 Professional Parkway East, Sarasota, FL 34240-8414  
Phone: 941-557-8800 • Fax: 941-557-8910  
Certificate of Authorization 027013 • www.stantec.com  
Licensed Business Number 7885  
Task Code: 650  
Project Number: 215612822

**TITLE CERTIFICATION**

- I.    **SUBDIVISION NAME:**                    **INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT**
  
- II.   **LEGAL DESCRIPTION:**                Attached as **Exhibit "A"**
  
- III.   **OWNERSHIP:**


I, **Kimberly Ashton**, Attorney-at-Law, hereby confirm that apparent record title to the land described in the Plat for **INDIGO, PHASE VI, SUBPHASES 6B & 6C REPLAT**, as more specifically identified on **Exhibit "A"**, attached hereto and incorporated herein, is in the name of: **EMPIRE STATE HOLDING GROUP, LLC**, a Florida limited liability company. The **2016** real property taxes have been PAID.

All mortgagees or liens not satisfied or released of record are as follows:

- IV.    **MORTGAGEES:**   **OFFICIAL RECORD BOOK AND PAGE:**  
Mortgage and Security Agreement,                                    OR. Book 2574, Page 4497, Public Records of  
between Empire State Holding Group, LLC                            Manatee County, Florida  
and Cassata Funding, LLC, together with  
Assignment of Rents, UCC-1 Financing  
Statements and various Mortgage Modifications,  
(collectively the "Mortgage").
  
- V.    **LIENS:**  
NONE   N/A

**VI. STEWARDSHIP DISTRICT:**  
The property set forth on **Exhibit "A"** is within the boundaries of the Lakewood Ranch Stewardship District, (the "District"). No liens or special assessments of the District remain unpaid as of this date.

**WITNESS** my hand and official seal at Manatee County, Florida, this 5<sup>th</sup> day of June, 2017.

Signature:       
Kimberly Ashton, Esq.  
Vogler Ashton, PLLC  
2411 - A Manatee Ave. West  
Bradenton, FL 34205  
941.388-9400  
FL. Bar No. 0485039



## EXHIBIT "A"

### **Indigo, Phase VI, Subphases 6B & 6C Replat, Page 1 of 3**

#### **DESCRIPTION (as prepared by the certifying Surveyor and Mapper):**

A tract of land lying in Section 4, Township 35 South, Range 19 East, Manatee County, Florida, consisting of Lots 377 through 482 and a portion of Tracts 502 and 503, Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northeast corner of Lot 376 of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following three (3) calls are along the northerly line of said lot 376 and Tract 504, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; (1) thence S.89°10'03"W., a distance of 199.60 feet to the point of curvature of a curve to the left having a radius of 276.00 feet and a central angle of 17°51'23"; (2) thence westerly along the arc of said curve, a distance of 86.02 feet to the point of tangency of said curve; (3) thence S.71°18'40"W., a distance of 120.37 feet to the point of curvature of a non-tangent curve to the left, having a radius of 3,280.05 feet and a central angle of 02°10'04"; thence northerly along the arc of said curve, being the easterly line of Lots 338, 339 and Tract 402, of said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 124.09 feet, said curve having a chord bearing and distance of N.16°33'25"W., 124.09 feet, to the end of said curve, being a point on the southerly line of Tract 300 (Aquamarine Avenue) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along said southerly line of Tract 300 (Aquamarine Avenue); (1) thence N.71°18'40"E., a distance of 115.75 feet to the point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 17°51'23"; (2) thence easterly along the arc of said curve, a distance of 124.66 feet to the point of tangency of said curve; (3) thence N.89°10'03"E., a distance of 172.62 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 88°51'29"; (4) thence southeasterly along the arc of said curve, a distance of 38.77 feet to the point of tangency of said curve; thence N.01°58'28"W., along the westerly line of Tract 300 (Azurite Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 100.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 91°08'31"; the following three (3) calls are along the northerly line of the aforementioned Tract 300 (Aquamarine Avenue); (1) thence southwesterly along the arc of said curve, a distance of 39.77 feet, said curve having a chord bearing and distance of S.43°35'47"W., 35.71 feet, to the point of tangency of said curve; (2) thence S.89°10'03"W., a distance of 358.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°34'47"; (3) thence northwesterly along the arc of said curve, a distance of 39.52 feet to the point of tangency of said curve; thence N.00°15'10"W., along the easterly line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 20.79 feet; thence N.89°52'45"W., a distance of 174.11 feet; thence N.00°11'03"W., along the east line of Tract 503 and the southerly extension thereof, a distance of 92.32 feet; thence N.00°15'10"W., along said easterly line of Tract 503, a distance of 154.35 feet; thence S.89°52'45"E., along the southerly line of said Tract 503, a distance of 124.85 feet to the west line of Tract 300 (Sky Blue Cove), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; thence S.88°09'31"E., crossing said Tract 300 (Sky Blue Cove), a distance of 50.02 feet to the east line of said Tract 300 (Sky Blue Cove); thence S.89°52'45"E., a distance of 124.00 feet; thence S.00°07'15"W., along the westerly line of Tract 502, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the northerly extension thereof, a distance of 128.71 feet; the following three (3) calls are along the boundary of said Tract 502; (1) thence S.00°15'10"E., a distance of 36.43 feet; (2) thence N.89°10'03"E., a distance of 281.43 feet; thence N.01°58'28"W., along the easterly line of said Tract 502, also being the westerly line of said Tract 300 (Azurite Way), a distance of 17.66 feet; thence S.88°01'32"W., a distance of 124.00 feet; thence N.01°58'28"W., along the easterly line of said Tract 502 and the southerly and northerly extension thereof, a distance of 451.20 feet; thence N.88°01'32"E., a distance of 174.00 feet to the east line of said Tract 300 (Azurite Way); thence N.01°58'28"W., along said east line, a distance of 51.35 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 92°23'10"; thence northeasterly along the arc of said curve, also being the southerly line of Tract 300 (True Blue Circle), as shown on the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 40.31 feet to the point of tangency of said curve; thence S.89°35'18"E., along said southerly line, a distance of 143.36 feet; thence N.00°24'42"E., along the east line of Tract 400, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C and the southerly extension thereof, a distance of 173.00 feet to the westerly most corner of Tract 500, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the southwesterly line of said Tract 500; (1) thence S.89°35'18"E., a distance of 226.00 feet; (2) thence S.00°24'42"W., a distance of 123.00 feet to the point

**Indigo, Phase VI, Subphases 6B & 6C Replat, Page 2 of 3**

of curvature of a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of  $46^{\circ}16'53''$ ; (3) thence southeasterly along the arc of said curve, a distance of 80.78 feet, said curve having a chord bearing and distance of  $S.66^{\circ}26'52''E.$ , 78.60 feet, to the end of said curve; (4) thence  $N.77^{\circ}30'24''E.$ , a distance of 139.30 feet to the northwest corner of Tract 401, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following four (4) calls are along the westerly line of said Tract 401; (1) thence  $S.13^{\circ}16'19''E.$ , a distance of 56.05 feet to the point of curvature of a non-tangent curve to the left, having a radius of 499.00 feet and a central angle of  $12^{\circ}28'02''$ ; (2) thence southerly along the arc of said curve, a distance of 108.58 feet, said curve having a chord bearing and distance of  $S.17^{\circ}24'20''E.$ , 108.37 feet, to the point of reverse curvature of a curve to the right having a radius of 394.00 feet and a central angle of  $66^{\circ}29'50''$ ; (3) thence southerly along the arc of said curve, a distance of 457.27 feet to the point of compound curvature of a curve to the right having a radius of 326.00 feet and a central angle of  $45^{\circ}10'03''$ ; (4) thence southwesterly along the arc of said curve, a distance of 256.99 feet to the point of tangency of said curve; thence  $S.88^{\circ}01'32''W.$ , along said westerly line of Tract 401 and the northerly line of Tract 505, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 201.92 feet; thence  $S.01^{\circ}58'28''E.$ , along the westerly line of said Tract 505 and the westerly line of Lot 282, as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, a distance of 627.43 feet to the north line of Tract 300 (Indigo Way), as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said north line of Tract 300 (Indigo Way); thence  $S.88^{\circ}01'32''W.$ , a distance of 100.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence northwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point lying on the east line of said Tract 300 (Azurite Way); thence  $N.01^{\circ}58'28''W.$ , along said east line, a distance of 411.88 feet; thence  $S.88^{\circ}01'32''W.$ , a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 781,771 square feet or 17.9470 acres, more or less.

**LESS AND EXCEPT:**

Tract 501 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records. Containing 49,968 square feet or 1.1471 acres, more or less.

ALSO LESS AND EXCEPT the following two portions of Tract 300 as recorded in the plat of Indigo, Phase VI, Subphases 6A, 6B & 6C, recorded in Plat Book 61, Page 132, of said Public Records, and being more particularly described as follows:

**PORTION 1 OF TRACT 300:**

BEGIN at the northeast corner of Lot 376 Indigo, Phase VI, Subphase 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence  $N.01^{\circ}58'28''W.$ , along the west line of said Tract 301 (Azurite Way), a distance of 766.91 feet; thence  $N.88^{\circ}01'32''E.$ , a distance of 50.00 feet to the east line of said Tract 300 (Azurite Way); thence  $S.01^{\circ}58'28''E.$ , along said east line, a distance of 375.36 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ , said point being a point on the north line of Tract 300 (True Blue Circle); the following seven (7) calls are along the north, west and south lines of said Tract 300 (True Blue Circle); (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence  $N.88^{\circ}01'32''E.$ , a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of  $45^{\circ}10'03''$ ; (3) thence northeasterly along the arc of said curve, a distance of 118.25 feet to the point of compound curvature of a curve to the left having a radius of 218.00 feet and a central angle of  $66^{\circ}29'50''$ ; (4) thence northerly along the arc of said curve, a distance of 253.01 feet to the point of reverse curvature of a curve to the right having a radius of 675.00 feet and a central angle of  $12^{\circ}26'11''$ ; (5) thence northerly along the arc of said curve, a distance of 146.51 feet to the point of reverse curvature of a curve to the left having a radius of 50.00 feet and a central angle of  $78^{\circ}23'08''$ ; (6) thence northwesterly along the arc of said curve, a distance of 68.40 feet to the point of tangency of said curve; (7) thence  $N.89^{\circ}35'18''W.$ , a distance of 226.00 feet; thence  $N.00^{\circ}24'42''E.$ , a distance of 50.00 feet to a point on the north line of said Tract 300 (True Blue Circle); the following seven (7) calls are along the north, east and south line of said Tract 300 (True Blue Circle); (1) thence  $S.89^{\circ}35'18''E.$ , a distance of 226.00 feet to the

**Indigo, Phase VI, Subphases 6B & 6C Replat, Page 3 of 3**

point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 78°23'08"; (2) thence southeasterly along the arc of said curve, a distance of 136.81 feet to the point of reverse curvature of a curve to the left having a radius of 625.00 feet and a central angle of 12°26'11"; (3) thence southerly along the arc of said curve, a distance of 135.66 feet to the point of reverse curvature of a curve to the right having a radius of 268.00 feet and a central angle of 66°29'50"; (4) thence southerly along the arc of said curve, a distance of 311.04 feet to the point of compound curvature of a curve to the right having a radius of 200.00 feet and a central angle of 45°10'03"; (5) thence southwesterly along the arc of said curve, a distance of 157.66 feet to the point of tangency of said curve; (6) thence S.88°01'32"W., a distance of 301.92 feet to the point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; (7) thence southwesterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve, said point being a point on the east line of said Tract 300 (Azurite Way); thence S.01°58'28"E., along said east line, a distance of 291.56 feet; thence S.88°01'32"W., a distance of 50.00 feet to the POINT OF BEGINNING.

Said tract contains 99,444 square feet or 2.2829 acres, more or less.

**PORTION 2 OF TRACT 300:**

COMMENCE at the northeast corner of Tract 503, Indigo, Phase VI, Subphases 6A, 6B & 6C recorded in Plat Book 61, Page 132 of the Public Records of Manatee County, Florida; thence S.00°07'15"W., along the east line of said Tract 503, a distance of 71.13 feet to the POINT OF BEGINNING; thence S.88°09'31"E., a distance of 50.02 feet to the east line of Tract 300 (Sky Blue Cove) as shown on said plat of Indigo, Phase VI, Subphases 6A, 6B & 6C; the following two (2) calls are along said east line; (1) thence S.00°07'15"W., a distance of 129.11 feet; (2) thence S.00°15'10"E., a distance of 116.05 feet; thence N.89°52'45"W., a distance of 50.00 feet to the west line of said Tract 300 (Sky Blue Cove); the following two (2) calls are along said west line: (1) thence N.00°15'10"W., a distance of 116.05 feet; thence N.00°07'15"E., a distance of 130.61 feet to the POINT OF BEGINNING.

Said tract contains 12,296 square feet or 0.2823 acres, more or less.

Overall Area = 781,771 square feet

Less:

Tract 501 49,968 square feet  
Portion 1, Tract 300 99,444 square feet  
Portion 2, Tract 300 12,296 square feet  
Total of Less Out Area = 161,708 square feet

Net Area = 620,063 square feet or 14.2347 acres, more or less

**CONCURRENCY CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE**  
**Public Works 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: March 9, 2016                      Expiration Date: March 9, 2019

CERTIFICATE NUMBER: CLOS-16-004\*\*

Project Name: Neal Communities of Southwest Florida, LLC, Empire State Holding Group, LLC, Anthony F. Fanto, Virgil Bryce Wager as Trustee of The Lucy F. Wager Revocable Living Trust & Schroeder Manatee Ranch, Inc. Rezone/Indigo Subdivision

Project File No.: PDR-15-15(Z)(P)

Type of Development Order: Preliminary Site Plan

Location:    Sec. 4                      Twp. 35                      Range 19

DP# See application    Land Acres 200.6

ADDRESS 3005 & 3305 Pope Road, SCT                      WATER TREATMENT PLANT SE

**MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE? YES xx NO**

Prior to final site plan approval, the Engineer/Architect of Record must provide documentation to prove that concurrency has been met relative to fire flow and drainage design.

The TIA did not identify any offsite concurrency-related improvements which were directly attributed to project impacts, as concurred by the Transportation Planning Division.

An operational analysis was conducted for the site access points. The analysis indicated that the following site related improvements were identified. The following site related improvements shall be constructed prior to the first final plat approval or construction authorization that allows for the creation of the first dwelling unit.

1. Construct a 235 foot eastbound left-turn lane at the second driveway on 44th Avenue East, which includes 50 feet of queue storage and a 50 foot taper.
2. Construct a 185 foot northbound right-turn lane at the northernmost Driveway on White Eagle Boulevard, which includes a 50 foot taper.
3. Construct a 235 foot southbound left-turn lane at the northernmost Driveway on White Eagle Boulevard, which includes 50 feet of queue storage and a 50 foot taper.

These improvements shall be shown and labeled with dimensions on the applicable Preliminary Site Plan, Final Site Plan and/or Construction Plan submittals. In addition,

the improvements shall be installed, certified, inspected, accepted, and consistent with the applicable Final Site Plans and/or Construction Plans.

**APPROVAL:**

**This development complies with the Comprehensive Plan Concurrency requirements:**

*Sheffield*

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**Approved by: Public Works Dept., Transportation Planning Division  
(Traffic circulation, mass transit, drainage, solid waste, parks)**

**\*434 single family detached and 156 single family attached lots**

**\*\*CLOS 16-004 replaces CLOS 14-010 and CLOS 15-018**

EXHIBIT "G"

*Certificate of Status*

I certify from the records of this office that INDIGO NEIGHBORHOOD ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed electronically on September 03, 2014, effective September 02, 2014.

The document number of this corporation is N14000008153.

I further certify that said corporation has paid all fees due this office through December 31, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 140904094843-900263939769#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Fourth day of September, 2014

**ARTICLES OF INCORPORATION  
OF  
INDIGO NEIGHBORHOOD ASSOCIATION, INC.  
A Corporation Not For Profit**

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

**ARTICLE I. NAME AND ADDRESS**

The name of the corporation shall be **INDIGO NEIGHBORHOOD ASSOCIATION, INC.**, a corporation not for profit. For convenience, the corporation shall herein be referred to as the "Association". The initial address of the corporation's principal office shall be 5800 Lakewood Ranch Blvd, Sarasota, Florida, 34240. These Articles shall modify, supplement, amend and restate those Articles of Incorporation filed electronically with the State of Florida, Division of Corporations on September 2, 2014, when incorporating the Association for such status with the State of Florida.

**ARTICLE II. PURPOSE**

2.1 Purpose: The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, and management of the Lots and Common Property within Indigo (the "Subdivision"), a subdivision located in the unincorporated area of Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for Indigo", herein called the "Declaration", which is to be recorded in the Public Records of Manatee County, Florida, as same may be amended as provided for therein.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

**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, which powers are not in conflict with the terms of these Articles of Incorporation, the Declaration, or the Purposes of the Association as described in Paragraph 2.1 above.

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/or operate the Common Property of the Subdivision pursuant to said Declaration and to perform the maintenance, administration, managerial and other functions for the Subdivision as provided in said Declaration, as it may be amended from time to time, including, but not limited to the following:

- (a) To make and collect Assessments against Members as Lot Owners to defray the cost of Common Expenses of the Subdivision as provided in the Declaration.
- (b) To use the proceeds of Assessments in the exercise of its powers and duties.

- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain, sell, convey and administer the use of the Common Property of the Subdivision in accordance with the Declaration.
- (d) To purchase insurance upon the Common Property, and for the protection of the Association and its Members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Declaration.
- (g) To enforce by legal means against an Owner as defined in the Declaration, the provisions of the Declaration, the By-Laws of the Association and rules and regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To maintain architectural control over the Subdivision in accordance with the Declaration.
- (l) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (m) To exercise such further authority as may be reasonably necessary to carry out each and every of the obligations of the Association set forth in the Declaration, these Articles or the By-Laws.
- (n) Sue and be sued, as set forth in the Declaration.

**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 of Incorporation and the By-Laws of the Association. Upon the dissolution or winding up of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be distributed pro-rata among all Members, or, alternatively, upon the affirmative vote of two thirds (2/3) of the Owners of Lots in the Subdivision, the assets of the Association may be conveyed or dedicated to (i) a public body willing to accept such assets; or (ii) a not for profit organization located in Manatee County, Florida, or the one closest to the Association, if none are located in Manatee County, having the same or similar purposes; provided that in the event of the dissolution of the Association, the property consisting of the surface water management system of the Subdivision shall be conveyed to an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.



3.4 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, 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 all of the record Owners of Lots in the Subdivision subject to the Declaration and operated hereby.

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 the Subdivision. A copy of such instrument shall be delivered to the Association. The Owner designated in such instrument shall thereupon 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 of 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.

4.4 Voting: Subject to the provisions of Section 3.02 of the Declaration, the Owner of each Lot shall be entitled to one vote as a member of the Association, provided, however, that the Declarant shall, during development, be entitled to the number of votes as provided in the Declaration, which votes may be apportioned to successor developers, or partial successor developers, as provided in the Declaration. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of Section 3.02 of the Declaration, Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

#### **ARTICLE V. DIRECTORS**

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of Members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) directors. Directors shall be Members of the Association except as otherwise provided.

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:

James R. Schier  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34240

Karen Byrnes  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34240

Priscilla Heim  
5800 Lakewood Ranch Blvd.,  
Sarasota, FL 34240

The initial Board of Directors designated by Declarant herein, and any directors subsequently designated or appointed or elected by Declarant need not be members of the Association. All other Board members shall be Members of the Association.

#### ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	James R. Schier 5800 Lakewood Ranch Blvd., Sarasota, FL 34240
Vice President/Treasurer:	Priscilla Heim 5800 Lakewood Ranch Blvd., Sarasota, FL 34240
Secretary:	Karen Byrnes 5800 Lakewood Ranch Blvd., Sarasota, FL 34240

#### ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expense 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 of Directors 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.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Association as part of the common expenses.

**ARTICLE VIII. BY-LAWS**

8.1 **By-Laws:** The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the By-Laws and the Declaration.

**ARTICLE IX. AMENDMENTS**

9.1 **Amendments:** These Articles may be altered, amended or modified upon the affirmative vote of the owners of two thirds (2/3) of the Lots in the Subdivision; provided however, that these Articles may be altered, amended or modified by Declarant alone (without votes by the Owners), or its successor, during the time that Declarant has the right to and does control the Association in accordance with the Declaration. Amendments may be proposed by resolution of the Board of Directors or by the Owners of any three (3) Lots. Provided, however, that no amendment affecting the Declarant, or its successors or assigns as the developer of the Subdivision, as defined in the Declaration, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of Members without the approval of all Members. No amendment shall be made which is in conflict with the Declaration.

**ARTICLE X. EXISTENCE**

10.1 **Term:** The term of the Association shall be perpetual; provided, however, in the event that the Association is ever dissolved, the control or right of access to the Subdivision property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

**ARTICLE XI. INCORPORATOR**

11.1 **Incorporator:** The name and address of the incorporator of this Corporation is as follows: Vogler Ashton, PLLC, 2411 - A Manatee Ave. West, Bradenton, Florida 34205.

**ARTICLE XII. REGISTERED OFFICE AND AGENT**

12.1 **Registered Office and Agent:** The Association hereby appoints **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, as its Resident Agent under the Laws of Florida. By affixing its signature hereto, the said Registered Agent does hereby accept said designation and appointment, and the office of the Resident Agent shall be at said address.

**ACCEPTANCE BY REGISTERED AGENT**

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as Registered Agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as Registered Agent.

**NEAL COMMUNITIES OF SOUTHWEST  
FLORIDA, LLC, a Florida limited liability company**

By: /s/James R. Schier  
[*Electronic Signature of September 2, 2014*]  
Its: Vice President

**ARTICLE XIII. CONFLICT**

13.1 Declaration Prevails & Controls. In the event of any conflict between the terms of these Articles and those of the Declaration, the terms of the Declaration shall prevail and control.

**IN WITNESS WHEREOF**, the undersigned has caused these Articles to be executed this 2<sup>nd</sup> day of September, 2014.

**NEAL COMMUNITIES OF SOUTHWEST  
FLORIDA, LLC, a Florida limited liability company**

By: /s/James R. Schier  
[*Electronic Signature of September 2, 2014*]  
Its: Vice President

**EXHIBIT "H"**

**BY-LAWS  
OF**

**INDIGO NEIGHBORHOOD ASSOCIATION, INC.  
A Corporation Not For Profit**

**ARTICLE I. IDENTIFICATION**

1.01 **Identity:** These are the By-Laws of **INDIGO NEIGHBORHOOD ASSOCIATION, INC.**, a corporation not for profit organized and existing under the laws of Florida, hereinafter called "Association".

1.02 **Purpose:** The Association has been organized for the purpose of maintaining, preserving, and managing the Lots and Common Property within Indigo (the "Subdivision"), a subdivision located in the unincorporated area of Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for Indigo", herein called the "Declaration."

1.03 **Office:** The office of the Association shall be at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240, until otherwise changed by the Board of Directors.

1.04 **Fiscal Year:** The fiscal year of the Association shall be the calendar year.

1.05 **Seal:** The seal of the corporation shall bear the name of the corporation, the word "Florida", and the words "Corporation Not For Profit" and the year of incorporation.

**ARTICLE II. MEMBERS**

2.01 **Qualification:** The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision which are subject to the Declaration, in accordance with the Declaration.

2.02 **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 the Subdivision. A copy of such instrument shall be delivered to the Association. Upon recording, the owner established by such instrument of conveyance shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated.

2.03 **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 shall not be members. All matters of voting shall, however, be determined on a Lot basis, as provided in Article III.

2.04 **Restraint upon Assignment of Membership, Shares and Assets:** The membership of an 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 appurtenance to his Lot.

2.05 **Evidence of Membership:** There shall be no stock or membership certificates in the Association. Membership shall be determined by ownership as herein provided.

**ARTICLE III. VOTING**

3.01 **Voting Rights:** The Member, Members, or Regular Members who are the record Owners of each Lot in the Subdivision shall be collectively entitled to one (1) vote for each such Lot, as provided in the Declaration and the Articles of Incorporation. Subject to Section 3.02 of the Declaration, if Members own more than one Lot, they shall be entitled to one vote for each Lot owned. A Lot vote may not be divided. As provided in Section 3.02 of the Declaration, and notwithstanding the number of Lots actually owned by the Declarant, if any, the Declarant, together with any partial successor declarants, shall be entitled to three (3) times the total number of votes then held by Regular Members (as defined in Section 3.02 of the Declaration), plus one additional vote. After Turnover, the Declarant Member shall be deemed to be a Regular Member and shall be entitled to one (1) vote for each Lot owned and/or controlled by Declarant.

3.02 **Voting Procedure:** Subject to Section 3.02 of the Declaration, the single or multiple owners of each Lot who are Regular Members shall have one vote for each Lot, and the Declarant Member shall have the number of votes provided for in the Declaration. All determinations of requisite majorities and quorums for all purposes under the Declaration, the Articles of Incorporation and these By-laws shall be made by reference to the number of votes to which the Member is entitled. Decisions of the Association shall be made by a simple majority of 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 of Incorporation, or these By-Laws.

3.03 **Quorum:** A quorum shall exist when Members entitled to cast not less than twenty five percent (25%) of all votes are present, either in person, by designated voting representative or by proxy.

3.04 **Designation of Voting Representative:** The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant 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 vote 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 entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners and filed with the Secretary of the Association.
- (c) **Life Estate with Remainder Interest:** If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.
- (d) **Corporations:** If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot 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.

- (e) Partnership: If a Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by certificate executed by all general partners and filed with the Secretary of the Association.
- (f) Trustees: If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote 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 vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.
- (g) 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 vote for such Lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.
- (h) Tenants by the Entirety: If a Lot is owned by a husband and wife as tenants by the entirety, they may designate a voting member 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 vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.
- (i) Leases: If a Lot is leased, the owner-lessor shall be entitled to cast the vote for the Lot, except that the owner may designate a lessee as the person entitled to cast the vote for the Lot by a certificate executed by all owners and filed with the Secretary of the Association.
- (j) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a 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.

3.05 Approval or Disapproval of Matters: Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed 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.

3.06 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the Owner, if no voting representative has 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 adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. No one person may be

designated to hold more than fifteen (15) proxies. 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.

3.07 Method of Voting: Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided, however, 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 common properties or assets 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 or vote by written ballot.

#### **ARTICLE IV. MEETINGS OF MEMBERS**

4.01 Annual Meeting: The annual meeting 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 of Directors; provided that notice pursuant to Section 4.03 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. No annual meeting shall be held until such time as the Regular Members are entitled to elect a director pursuant to the provisions of the Declaration.

4.02 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 of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast not fewer than fifteen percent (15%) of the total number of votes.

4.03 Notice of Meetings: Notice of all meetings of the Members, stating the time, place and subjects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each member's address, as it appears on the books of the Association; as the Member may have otherwise directed in writing; or as it appears upon the instrument of conveyance establishing the membership interest. The notice shall be mailed or delivered not fewer than fourteen (14) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an Owner. The notice for any meeting at which assessments against Lot Owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

4.04 Place: Meetings of the Association Members shall be held at such place in Manatee County, Florida, as the Board of Directors may designate in the Notice of Meeting.

4.05 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.



4.06 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.

4.07 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 of Incorporation 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 ten (10) days of such approval.

4.08 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 of Directors, except for the rights of the Regular Members to elect directors.

#### **ARTICLE V. DIRECTORS**

5.01 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 "Directors") the exact number to be determined by the Members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of Members. Until otherwise determined by the Members, there shall be three (3) Directors.

5.02 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 of Directors 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 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 all Lot Owners. A special meeting of the Lot Owners to recall a Member or Members of the Board may be called by ten percent (10%) of the Lot Owners giving notice of the meeting as required for a meeting of Lot Owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the Members of the Association at the same meeting.
- (d) The Declarant shall be vested with the power to designate the initial Board of Directors, the Members of which need not be owners of Lots. The initial Board of Directors shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.
- (e) The first election of Directors shall be held when Declarant membership terminates.
- (f) When Declarant membership terminates and the Declarant Member is deemed to be a Regular Member pursuant to the Declaration, then the Declarant shall call a special meeting within sixty (60) days after such date, as provided in the Declaration. At such special meeting all Regular Members shall elect a Board of Directors, to serve until the next annual meeting. Thereafter, Directors shall be elected annually at the annual meeting.
- (g) Declarant may waive its right to elect or designate any one or more Directors it otherwise has the right to designate under the Declaration and these By-Laws, which waiver shall, however, apply only to the specific election at which the waiver is made. If Declarant does waive such right, the Regular Members shall elect the Board member or members who would otherwise have been elected or designated by Declarant.

5.03 Term: Subject to the provisions of Section 5.02, 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.

5.04 Qualifications: All Directors shall be Members of the Association; provided, however, that any Director elected or designated by Declarant pursuant to these By-Laws need not be Members. 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 of Directors.

5.05 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 the Director he is replacing. Vacancies following removal of office pursuant to Section 5.02(c) shall be filled as therein provided.

5.06 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 must be 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 membership status has terminated 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.

5.07 Voting: All voting for the election of Directors shall be as provided in Article III hereof. Notwithstanding the foregoing, Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within thirty (30) 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.

5.09 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 two-thirds (2/3) of the Members of the Board.

5.10 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 written request of one-third (1/3) of the Directors.

5.11 Notice:

- (a) To Directors: 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.
- (b) To Members: Notices of all Board meetings, and meetings of any committee or similar body of the Board, shall be posted in a conspicuous place in the Subdivision at least forty eight (48) hours in advance of the meeting except in an emergency. In the alternative, if

notice is not posted in a conspicuous place in the Subdivision, notice shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the foregoing, in the event the number of Members is in excess of 100, a reasonable alternative to posting or mailing may be provided, including publication of notice or provision of a schedule of Board meetings. The notice for any meeting at which assessments against Lot Owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such posting, mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. 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 of Directors; except where approval of a greater number of Directors is required by the Declaration or these By-Laws.

5.13 Adjourned Meeting: If, at any meeting of the Board of Directors, 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.

5.14 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 or to create a quorum. Directors may join in minutes under this Section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meetings of the Board of Directors shall be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise be governed by the attorney/client privilege.

5.16 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 shall designate one of their Members to preside.

5.17 Directors' Fees: Directors shall not be entitled to receive Directors' fees, but may be reimbursed out of pocket expenses advanced by the Director.

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

- (a) Roll call.
- (b) Proof of notice of meeting 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 VI. POWERS AND DUTIES OF BOARD OF DIRECTORS**

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of the Subdivision, except as may be reserved or granted to the Lot Owners, Declarant or a specific committee or committees of the Association by the Declaration, Articles of Incorporation, or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

6.01 General Powers: All powers specifically set forth in the Declaration, Articles of Incorporation and these By-Laws, and all powers incident thereto or reasonably to be inferred therefrom.

6.02 Enforcement: The Board of Directors shall, when deemed necessary by the Board, enforce by legal means, provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations for the use of the Common Property.

6.03 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these By-Laws.

6.04 Employment: To employ, dismiss, control and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations: To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of any Common Property, subject to the Declaration and By-Laws. Provided, however, that any rules or regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the Owners of not less than two-thirds (2/3) of the Lots subject to the Declaration. Any such rules or regulations approved by the Owners shall not thereafter be amended or rescinded except upon affirmative vote of the Owners of not less than two-thirds (2/3) of the Lots in the Subdivision subject to the Declaration.

6.06 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation and By-Laws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

#### **ARTICLE VII. OFFICERS**

7.01 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 of

Directors, and who may be preemptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

**7.02 President:** The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of an Association, 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. The President shall serve as Chairman at all Board and membership meetings.

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

**7.04 Secretary and Assistant Secretary:** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. The Secretary shall attend to the giving and serving of all notice to the Members and Directors. The Secretary 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 of Directors 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.

**7.05 Treasurer:** The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices, and provide for collection of assessments, and perform all other duties incident to the office of Treasurer.

**7.06 Compensation:** The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by Members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services. No officer who is a designee of the Declarant shall receive any compensation for his services.

**7.07 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 such Director or officer may be a party or in which such Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such Director or officer is a 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 such Director's or officer's 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.

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

**ARTICLE VIII. FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.01 Accounting: Receipts and expenditures of the Association shall be credited and charged to Association accounts in accordance with generally accepted accounting principles consistently applied.

8.02 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves if deemed necessary by the Board. The budget may provide funds for specifically proposed and approved improvements.

8.03 Procedure: The Board of Directors shall adopt a budget in accordance with the Declaration.

8.04 Assessments: Regular annual assessments against a Lot Owner for such Owner's share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due either annually or, at the discretion of the Board, in periodic installments, which shall come due on intervals established by the Board. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a supplementary assessment levied. The supplementary assessment shall be due on the 1st day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors.

8.05 Acceleration of Assessments: Upon default in payment the Board may elect to accelerate remaining installments of any assessments in accordance with the Declaration.

8.06 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. 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 specifically designated 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.

8.07 Depository: The depository of the Association shall be in 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 of Directors. Funds of the Association may be commingled or kept in separate accounts, except as otherwise required by the Declaration.

8.08 Audit: After Declarant transfers complete control of the Association, a report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

8.09 Fidelity Bonds: Fidelity Bonds may be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by

the Directors of the Association. The premiums on such bonds, if required by the Board, shall be paid by the Association as a Common Expense.

**ARTICLE IX. PARLIAMENTARY RULES**

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

**ARTICLE X. AMENDMENT**

These By-Laws may be amended by the Members 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. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or the Articles of Incorporation, except as provided in said Declaration or Articles. Provided, however, that these By-Laws may be amended at any time by the Declarant Members during the time that the Declarant Members have and exercise the right to control the Association, provided that such amendment is not in conflict with the Declaration.

**ARTICLE XI. MISCELLANEOUS**

The provisions of these By-Laws shall be construed together with the Declaration and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. Unless otherwise specifically provided, terms used herein shall have the meanings set forth in the Declaration. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. 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.

In the event there is any conflict between the terms and provisions of these By-Laws or the Declaration of Covenants, Conditions and Restrictions for Indigo (the "Declaration"), then the terms of the Declaration shall prevail and control.

The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 2<sup>nd</sup> day of September, 2014, and is further ratified this 7 day of January, 2015.

INDIGO NEIGHBORHOOD ASSOCIATION INC., a Florida not for profit corporation

By:

  
James R. Schier, its President

Attest:

  
Karen Byrnes, Secretary





## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at WaterMatters.org

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

January 08, 2015

Neal Communities of Southwest Florida, LLC  
Attn: James R. Schier  
5800 Lakewood Ranch Boulevard  
Sarasota, FL 34240

**Subject: Notice of Intended Agency Action - Approval  
ERP Individual Construction Major Modification**  
Project Name: Indigo  
App ID/Permit No. 700950 / 43041737.001  
County: MANATEE  
Sec/Twp/Rge: S05/T35S/R19E, S04/T35S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Manager  
Environmental Resource Permit Bureau  
Regulation Division

cc: Robert A. Engel, P.E., Stantec Consulting Services, Inc.



## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

January 08, 2015

Neal Communities of Southwest Florida, LLC  
Attn: James R. Schier  
5800 Lakewood Ranch Boulevard  
Sarasota, FL 34240

**Subject: Notice of Agency Action - Approval  
ERP Individual Construction Major Modification**

**Project Name:** Indigo  
**App ID/Permit No:** 700950 / 43041737.001  
**County:** MANATEE  
**Sec/Twp/Rge:** S05/T35S/R19E, S04/T35S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Manager  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures: **Approved Permit w/Conditions Attached**  
**As-Built Certification and Request for Conversion to Operation Phase**  
**Notice of Authorization to Commence Construction**  
**Notice of Rights**

cc: **Robert A. Engel, P.E., Stantec Consulting Services, Inc.**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION  
PERMIT NO. 43041737.001**

**EXPIRATION DATE:**           **January 08, 2020**

**PERMIT ISSUE DATE:**   **January 08, 2015**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:**                **Indigo**

**GRANTED TO:**                 **Neal Communities of Southwest Florida, LLC**  
  **Attn: James R. Schier**  
  **5800 Lakewood Ranch Boulevard**  
  **Sarasota, FL 34240**

**OTHER PERMITTEES:**         **N/A**

**ABSTRACT:** This permit modification authorizes the redesign and construction of a 40.2-acre residential development (72.56 total project area including a newly added 32.36-acre offsite stock pile area), as named above and as shown on the approved construction drawings. This modification proposes an alteration to the stormwater management system previously approved under Permit No. 43041737.000, to now include four (4) man-made wet detention ponds (Pond Nos. 1A, 1B, 2 and 3). The stormwater management system has been designed to accommodate the activities associated with the construction of a 106-lot multi-phased subdivision with supporting infrastructure and amenity center. The areas shown on the drawings as Phase 2 and Phase 3 will require a separate permit authorization prior to construction. This permit modification amends and replaces the previously issued Permit No. 43041737.000 entitled Riker Parcel, dated July 3, 2014. The project site is located on the northeast corner of the intersection of 44th Avenue and Pope Road in Manatee County.

**OP. & MAIN. ENTITY:**           **Riker Estates Neighborhood Association, Inc.**

**OTHER OP. & MAIN. ENTITY:**   **N/A**

**COUNTY:**                        **MANATEE**

**SEC/TWP/RGE:**                 **S05/T35S/R19E, S04/T35S/R19E**

**TOTAL ACRES OWNED  
OR UNDER CONTROL:**         **72.56**

**PROJECT SIZE:**                **72.56 Acres**

**LAND USE:**                     **Residential**

**DATE APPLICATION FILED:**    **August 29, 2014**

**AMENDED DATE:**               **N/A**

**I. Water Quantity/Quality**

POND No.	Area Acres @ Top of Bank	Treatment Type
1A	1.53	MAN-MADE WET DETENTION
1B	1.01	MAN-MADE WET DETENTION
2	2.18	MAN-MADE WET DETENTION
3	2.38	MAN-MADE WET DETENTION
	<b>Total: 7.10</b>	

**Water Quantity/Quality Comments:**

Water quantity attenuation and quality treatment will be provided in the proposed wet detention ponds. This project discharges to an open basin and the stormwater management system has been designed to limit the peak post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour rate. In addition, no adverse on-site/off-site water quality impacts are expected, as the stormwater management system has been designed to cause net improvement to the receiving water body (WBID 1872 – Mill Creek) for nutrients, dissolved oxygen and fecal coliform. Water quality certification is waived as a condition of this permit.

A mixing zone is not required.

A variance is not required.

**II. 100-Year Floodplain**

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

**Floodplain Comments:**

The project proposes to permanently impact 0.70 acre of surface waters located on the property. The storage associated with the surface water features was included in the pre-development analysis, and the post-development analysis shows no impacts to the up- or down-stream systems. No adverse floodplain impacts are expected.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

**III. Environmental Considerations**

**Wetland/Other Surface Water Information**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Pond	0.65	0.00	0.65	0.00	0.00	0.00
Ditch	0.05	0.00	0.05	0.00	0.00	0.00
<b>Total:</b>	<b>0.70</b>	<b>0.00</b>	<b>0.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* For impacts that do not require mitigation, their functional loss is not included.

**Wetland/Other Surface Water Comments:**

Wetlands are not located within the project area for this ERP; however, there are 0.70 acre of other surface water features, consisting of a 0.65 acre hydric cut pond (FLUCCS 534), and 0.05 acre upland cut ditch (FLUCCS 510), located within the project area. Permanent dredging and filling impacts to 0.70 acre of the project surface waters will occur for construction of a residential development.

**Mitigation Information**

**Mitigation Comments:**

Wetland mitigation will not be required for permanent filling impacts to the 0.65 acre hydric-cut pond pursuant to Section 10.2.2. of the Environmental Resource Permit Applicant's Handbook Volume I (A.H.V.I). Under this section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species. Wetland mitigation is not required for permanent filling impacts to the upland cut ditch pursuant to Subsection 10.2.2.2 of the Environmental Resource Permit Applicant's Handbook Volume I (A.H.V.I). Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

## Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - wetland and surface water areas
  - wetland buffers
  - limits of approved wetland impactsThe delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
4. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
5. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
  - a. homeowners, property owners, master association or condominium association articles of incorporation, and
  - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
6. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
7. This Permit Modification No. 43041737.001, amends the previously issued Permit No. 43041737.000, and all conditions are replaced by the conditions herein.

8. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
9. For the area(s) shown on the construction drawings as Phase 2 and Phase 3, a permit modification shall be obtained for any construction in this/these area(s).
10. If limestone bedrock is encountered during construction of the stormwater water management system, the District must be notified and construction in the affected area shall cease.
11. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
12. The Permitted Plan Set for this project includes the set received by the District on November 3, 2014.
13. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

14. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
15. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
16. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
17. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.



c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction

18. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
19. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
20. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

**GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**David Kramer, P.E.**

---

Authorized Signature

## EXHIBIT A

### GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

- a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
- b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
- c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a projectspecific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
- d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505> ), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
- e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
- f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
- g. If the final operation and maintenance entity is a third party:
  1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

- o.** Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
  - p.** The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
  - q.** This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
  - r.** A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
- 2.** In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Indigo  
PROJECT NAME

Residential  
PROJECT TYPE

MANATEE  
COUNTY

S05/T35S/R19E, S04/T35S/R19E  
SEC(S)/TWP(S)/RGE(S)

Neal Communities of Southwest Florida, LLC  
PERMITEE See permit for additional permittees

APPLICATION ID/PERMIT NO: 700950 / 43041737.001

DATE ISSUED: January 08, 2015



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

## Notice of Rights

### ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-3054. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



Stantec Consulting Services Inc.  
6900 Professional Parkway East, Sarasota FL 34240-8414

July 19, 2017

Diana Lonergan  
Development Review Specialist  
Manatee County Building & Development Services  
P.O. Box 1000 (34206-1000)  
1112 Manatee Avenue West, 4th Floor  
Bradenton, FL 34205

Subject: Indigo, Phase VI, Subphases 6B & 6C Replat  
File: 215612822

As the Engineer of Record for this project, I affirm to the best of my knowledge, there are no off-site drainage or utility easements, Maintenance Agreements for Right-of-Way Island, Maintenance Agreement for Paver Brick, Temporary Turn-Around Easements or access easements, required for the approval of Indigo, Phase VI, Subphases 6B & 6C Replat.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Chris Jordan". The signature is stylized and fluid, with a large loop at the end.

Chris Jordan, P.E.  
Project Manager