

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:

| | |
|-------------------------|---|
| CONDOMINIUM | |
| BOOK | PAGE(S) |
| SUBDIVISION | TILLET BAYOU PRESERVE PHASE II |
| BOOK 63 | PAGE(S) 94 THRU 98 |
| OWNER OF RECORD: | WILLIAM BRIGGS MCCLATCHY, AS TRUSTEE OF THE WILLIAMS BRIGGS MCCLATCHY LIVING TRUST |
| DRAINAGE PLANS | |
| BOOK | PAGE(S) |
| ROADS | |
| BOOK: | PAGE(S): |

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

BY: Alii Ott
DEPUTY CLERK



Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: AStevens

Changed By: acordova

Receipt#: 900145982

Payee Name: CLEMENTS SURVEYING INC

Receipt Date: 07/25/2018

Instrument: 201841075784 - BK2739/PG5669 PLAT

| | | |
|-----------------|----------------------|---------|
| 001000000341400 | INDEXING NAMES | \$0.00 |
| 001000000341400 | PLAT RECORD 1st PAGE | \$30.00 |
| 001000000341400 | PLAT ADDITIONAL PAGE | \$60.00 |

Instrument Total: \$90.00

Instrument: 201841075785 - BK2739/PG5670 RESTRICTION

| | | |
|-----------------|-----------------------|---------|
| 001000000341100 | RECORDING FEE \$5/\$4 | \$17.00 |
| 199000000341150 | PRMTF \$1/S.50 | \$2.50 |
| 001000000208911 | PRMTF FACC \$.10 | \$0.40 |
| 199000000341160 | PRMTF CLERK \$1.90 | \$7.60 |
| 001000000208912 | PRMTF BCC \$2 | \$8.00 |
| 001000000341400 | INDEXING NAMES | \$0.00 |

Instrument Total: \$35.50

Instrument: 201841075786 - BK2739/PG5674 NOTICE

| | | |
|-----------------|-----------------------|----------|
| 001000000341100 | RECORDING FEE \$5/\$4 | \$137.00 |
| 199000000341150 | PRMTF \$1/S.50 | \$17.50 |
| 001000000208911 | PRMTF FACC \$.10 | \$3.40 |
| 199000000341160 | PRMTF CLERK \$1.90 | \$64.60 |
| 001000000208912 | PRMTF BCC \$2 | \$68.00 |
| 001000000341400 | INDEXING NAMES | \$0.00 |

Instrument Total: \$290.50

Receipt Total: \$416.00

Amount Tendered: \$416.00

Change: \$0.00

| | | |
|-------|----------|-------|
| Cash | \$1.50 | |
| Check | \$414.50 | 20580 |

Amount Paid:

This Instrument Prepared by:

William C. Robinson, Jr., Esq.
Blalock, Walters, Held & Johnson, P.A.
802 11th Street West
Bradenton, Florida 34205
941-748-0100



**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TILLETT BAYOU PRESERVE**

THIS FIRST AMENDMENT (hereinafter the “First Amendment”) is made of this 20 day of December, 2017, by **William Briggs McClatchy, Trustee of The William Briggs McClatchy Living Trust u/a/d February 6, 2012** (hereinafter referred to as “Declarant”).

W I T N E S S E T H:

WHEREAS, Declarant has caused the Declaration of Covenants, Conditions and Restrictions of Tillett Bayou Preserve (the “Declaration”) to be recorded in Official Records Book 2646, Page 287 of the Public Records of Manatee County, Florida;

WHEREAS, Declarant desires to add additional real property to Tillett Bayou Preserve (the “Subdivision”), as provided herein; and

NOW THEREFORE, by virtue of Declarant’s authority under the Declaration, it is hereby declared:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Additional Property.** All of the property, located in Manatee County, Florida, and more particularly described in **Exhibit “A”** attached hereto and made a part hereof, is hereby added to the “Property” as defined in the Declaration and subjected to the covenants, restrictions, easements, charges, liens, terms and conditions of the Declaration and all Exhibits to the Declaration, including the notice to buyers.
3. **Effect on Remainder of Declaration.** Except to the extent modified herein this First Amendment, all terms and conditions of the Declaration are hereby ratified and confirmed.

ACCEPTED IN OPEN SESSION 7/24/18
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed the day, month and year first above written.

Signed, sealed and delivered in the presence of:

William Briggs McClatchy, Trustee of The William Briggs McClatchy Living Trust u/a/d February 6, 2012

Print Name: FAATI MAROOFI

Print Name: Saam Maroofi

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of December, 2017, by William Briggs McClatchy, Trustee of The William Briggs McClatchy Living Trust u/a/d February 6, 2012,

- () who is personally known to me
- () who has produced _____ as identification
(type of identification)

and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him as said Trustee.

SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Notary Public

Print Name: _____

NOTARY PUBLIC – STATE OF _____

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

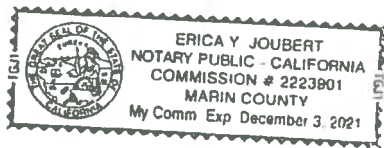
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of MARIN)
On DECEMBER 20TH, 2017 before me, ERICA Y. JOUBERT, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared WILLIAM BRIGGS MCELROY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 1st Amendment to Declaration Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

DESCRIPTION PHASE II

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE N00°32'06"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 531.01 FEET; THENCE N89°32'55"W, A DISTANCE OF 132.00 FEET FOR A POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1099, PAGE 1659, OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S00°35'36"W, A DISTANCE OF 165.10 FEET; THENCE N89°24'13"W, ALONG THE NORTH LINE OF TERRASET SUBDIVISION, AS RECORDED IN PLAT BOOK 53, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 396.34 FEET; THENCE S02°37'29"E, A DISTANCE OF 3.26 FEET; THENCE N88°54'30"W, A DISTANCE OF 164.88 FEET; THENCE N00°32'13"E, A DISTANCE OF 428.99 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1167, PAGE 2379, OF SAID PUBLIC RECORDS; THENCE N38°29'40"W, A DISTANCE OF 286.95 FEET TO THE SOUTHEAST CORNER OF LOT 5, TILLET BAYOU PRESERVE, PHASE I, AS RECORDED IN PLAT BOOK 61, PAGE 7, OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST LINE OF SAID TILLET BAYOU PRESERVE, PHASE I, THE FOLLOWING THREE COURSES; N00°00'00"W, A DISTANCE OF 248.69 FEET; THENCE N26°46'25"W, A DISTANCE OF 438.98 FEET; THENCE N00°30'15"E, A DISTANCE OF 308.26 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 387, PAGE 316 OF SAID PUBLIC RECORDS; THENCE S89°24'22"E, A DISTANCE OF 417.49 FEET; THENCE S00°30'24"W, A DISTANCE OF 310.45 FEET; THENCE S89°24'57"E, A DISTANCE OF 644.92 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF CENTER ROAD, BEING 30.00 FEET WIDE; THENCE S00°32'45"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 707.83 FEET; THENCE N89°30'20"W, A DISTANCE OF 210.84 FEET; THENCE S00°31'30"W, A DISTANCE OF 413.28 FEET; THENCE S89°32'55"E, A DISTANCE OF 94.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.58 ACRES MORE OR LESS

NOTICE TO BUYERS FOR TILLET BAYOU SUBDIVISION
PRESERVE PHASE II

REQUIREMENTS PER MANATEE COUNTY LAND DEVELOPMENT CODE

Landscaping Local Residential Streets, Section 701.3D

Prior to Certificate of Occupancy

- One (1) canopy tree shall be planted within twenty-five (25) feet of the right-of-way of each local street within a residential development for every fifty (50) feet linear feet, or, substantial fraction thereof, of the right-of-way when proposed lots have a minimum of 100 feet of frontage or greater. When proposed lots have less than one hundred (100) feet of frontage, street trees shall be limited to one (1) canopy tree per frontage. None of these required trees shall be planted within a public or private utility easement. Palm trees may not be utilized to meet this requirement, unless they are grouped with a minimum of two (2) used for each canopy tree. A maximum of twenty-five (25) percent of all proposed residential street trees may be palm trees.
- For proposed lots with less than sixty (60) of frontage, smaller maturing canopy trees or understory trees may be utilized.
- The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen by the developer.
- Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements and are adequately protected during construction.
- Responsibility for installation and maintenance is the developer's until such lots are sold, when responsibility is transferred to the property owner. In the event a street tree dies or is removed, the owner of the lot is responsible to replace the tree within 30 days.

Minimum Size at Planting

Height

Caliper

Spread

Canopy

10 feet

2 ½ inches

4 feet



Residential Greenbelts, Section 701.3.B.3.c.

- All canopy trees located within the private 10' wide greenbelt /landscape buffer located around the perimeter of the project, as shown on the plat, shall be the responsibility of the homeowner.
- Canopy trees within the platted greenbelt buffer are not permitted to be removed.
- In the event the greenbelt trees die or is removed, the owner of the lot is responsible for replacing the tree within thirty (30) days with the minimum size stated above.

Per Section 701.4.E. Nuisance, Exotic Plant Species Management.

All exotic nuisance plant species shall be monitored and maintained by the Lot owner annually.

ACCEPTED IN OPEN SESSION 7/24/18
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Notice to Buyers

Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly **prohibited** within the boundaries of this Conservation Easement without the prior consent of Grantee:

- Construction or placing of buildings, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, Erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.
- The conservation signage shall not be removed from the area of the conservation easement which is required per Section 706.8.D. of the Manatee County Land Development Code.
- Witness monuments have been installed at the intersection of the conservation easement and individual lot lines.

Any questions regarding authorized activities within the conservation easements or wetland areas shall be addressed to the Building and Development Services Department.

Per Section 802. Floodplain Management.

The project site falls in flood zone(s) ^{AE 8',}_{AE 9'} with a base flood elevation (BFE) of AE 8', AE 9' as per FIRM panel 12081C0154E.

Per the Federal Emergency Management Agency (FEMA) 44 CFR 60.3.c.2, AE zone shall have the lowest habitable finished floor elevated to or above BFE and the revised Manatee County Floodplain Ordinance, lowest habitable finished floor must be at Base Flood Elevation plus a one (1) foot freeboard (Flood Protection Elevation). Simply put, the finished floor of the homes within the AE zone must be one (1) foot higher than the BFE.

Notice to Buyers

If it is determined that the structure will lie within the flood zone AE, a Floodplain Management Permit will be needed for submittal along with the building permit application.

A sealed survey showing the FIRM panel number, flood zones, base flood elevation, all Flood zone lines delineated, with existing and proposed grades of the lot must be submitted at the time of building permit application.

THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER'S FLOOD DETERMINATION MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION.

Per Section 1002. Visibility Triangles of the Land Development Code.

1002.1 Applicability.

In order to provide a clear view of intersecting streets and travel lanes to the motorist, there shall be a triangular area of clear visibility. On every corner lot, at every driveway intersection with streets, and in parking areas, there shall be a visibility triangle clear of any structure, fence, and obstruction planting, or parking, unless exempted by Section 1002.2. The Manatee County Public Works Standards Manual (Part 3- Highway and Traffic Standards) contains the detailed specifications for the provision of visibility triangles.

1002.3 Responsibility. It shall be the responsibility of the property owner to maintain the visibility triangle horizontal and vertical clearances at all times.

1002.4 Safety Hazards within the Visibility Triangle. Any safety hazard violation of the Visibility Triangle shall be subject to immediate removal, without prior notification to violator, by the Department Director, at the expense of the property owner.

Notice to Buyers

SIGNED AND SEALED this 20th day of December, 2017

[Signature]
(Developer's Signature)

(Developer's Signature)

William Briggs McClatchy
(Print Developer's Name)

(Print Developer's Name)

WITNESSES:

[Signature]
(Signature of Witness)

[Signature]
(Signature of Witness)

FARATI MAROOFI
(Print Name of Witness)

Swam Maroofi
(Print Name of Witness)

NOTARY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____ by _____

(Name(s) of Person (s) Acknowledged), who is personally known to me or who has produced

_____ (Type of Identification) as identification.

NOTARY STAMP:

SEE ATTACHED
CALIFORNIA
ALL-PURPOSE ACKNOWLEDGEMENT

(Name of Notary Public)

Commission No. _____

Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

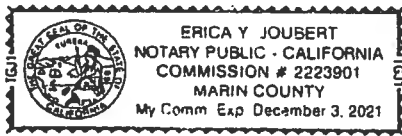
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of MARIN)
On DECEMBER 20TH, 2017 before me, ERICA Y. JOUBERT, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared WILLIAM BRIGGS MCCLATCHY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NOTICE TO BUYERS Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT "B"

LIST OF HOLDINGS
OF TILLET BAYOU PRESERVE HOMEOWNERS ASSOCIATION, INC.

- Tract A-Wetlands, Wetland Buffer Areas and Manatee County Drainage Easement
- Tract B – Conversation Easement / Public Flowage Easement
- Tract C – Wetlands, Wetland Buffer Areas and Manatee County Drainage Easement
- Tract E-Wetlands, Wetland Buffer Areas and Manatee County Drainage Easement
- Tract F – Private Roadway & Drainage Easement/ Public Utility Easement (Tillett Place)
- Tract G – Private Roadway & Drainage Easement/ Public Utility Easement (Tillett Place)
- Tract I - Common Area on the waterward side of Bayshore Road

William C. Robinson, Jr.

Board Certified in Real Estate Law



802 11th Street West | Bradenton, FL 34205
2 North Tamiami Trail, #408 | Sarasota, FL 34236

Office 941.748.0100 | Facsimile 941.745.2093
Cell 941.720.4194 | wrobinson@blalockwalters.com

To ensure compliance with Treasury Department regulations, we advise you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Confidentiality Notice - This message is being sent by or on behalf of an attorney. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.

EXHIBIT "B" – COPY OF INITIAL ARTICLES OF INCORPORATION OF THE ASSOCIATION

850-817-8981 12/17/2015 10:31:58 AM PAGE 1/001 Fax Server



December 17, 2015

FLORIDA DEPARTMENT OF STATE

Division of Corporations

TILLET BAYOU PRESERVE HOMEOWNERS ASSOCIATION, INC.
926 14TH STREET WEST
BRADENTON, FL 34205

The Articles of Incorporation for TILLET BAYOU PRESERVE HOMEOWNERS ASSOCIATION, INC. were filed on December 16, 2015, and assigned document number H1500011878. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H15000296442.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,
Valerie Herring
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 715A00026422

P.O BOX 6327 - Tallahassee, Florida 32314

ARTICLES OF INCORPORATION
OF
TILLET BAYOU PRESERVE HOMEOWNERS ASSOCIATION, INC.
(A Not-For-Profit Corporation)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617 Florida Statutes:

ARTICLE I
NAME

The name of the corporation shall be TILLET BAYOU PRESERVE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). Its principal office shall be at Allison-Gause, Inc. 926 14th Street West, Bradenton, Florida 34205, or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II
NOT-FOR-PROFIT CORPORATION

The Association is a not-for-profit corporation.

ARTICLE III
DURATION

The period of duration of the Association is perpetual. Existence of the Association shall commence with the filing of these Articles with the Secretary of State.

ARTICLE IV
PURPOSE

The purpose for which the Association is organized is to provide for an entity for the operation, management and administration of the association of a project known as TILLET BAYOU PRESERVE, located in Manatee County, Florida. The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented to be recorded in the Public Records of Manatee County, Florida, as the same may be amended from time to time (the "Declaration").

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

- A. The power to levy and collect Assessments as set forth in the Declaration.

1015685/2

B. The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses of maintenance and operation of the Common Property as set forth in the Declaration.

C. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Common Property.

D. The power to employ the personnel required for the operation and management of the Association and the Common Property.

E. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements as set forth in the Declaration.

F. Subject to applicable laws, ordinances and governmental regulation, the power to control and regulate the use of the Common Property.

G. The power to enforce by any legal means the provisions of these Articles, the By-Laws and the Declaration.

H. The power to borrow money and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.

I. The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair, monitoring and upkeep of the Common Property or the operation of the Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

J. The power to appoint committees as the Board of Directors may deem appropriate.

K. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from violations of the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

L. Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Association.

M. The power to adopt, alter and amend or repeal the By-Laws of the Association as may be desirable or necessary for the proper management of the Association.

N. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in the name of the Association for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association. Nothing herein shall prohibit the Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing service rendered to the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE V
QUALIFICATIONS OF MEMBERSHIP

The qualifications for membership and the manner of admission shall be as provided by the Declaration and By-Laws of the Association.

ARTICLE VI
VOTING RIGHTS

The Members shall have the right to vote on Association matters as provided in the Declaration and By-Laws.

ARTICLE VII
LIABILITY FOR DEBTS

Neither the Members nor the officers or directors of the Association shall be liable for the debts of the Association.

ARTICLE VIII
BOARD OF DIRECTORS

Section 1. The number of directors constituting the initial Board of Directors of the Association is three (3) and the names and addresses of the persons who will serve as the initial Board of Directors of the Association are:

| <u>Name</u> | <u>Address</u> |
|-------------------|---------------------------------------|
| William McClatchy | 2375 Bay St., San Francisco, CA 94123 |

1015685/2

Articles of Incorporation of Tillett Bayou Preserve Homeowners Association, Inc.

John Chilcott Cascade Settlement Services 100 Shoreline Highway, Suite B-125 Mill
Valley, CA 94941

William Hare Cascade Settlement Services 100 Shoreline Highway, Suite B-125 Mill
Valley, CA 94941

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association, as are more fully set forth in the Declaration and the By-Laws of the Association.

Section 3. The method of election or appointment and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws of the Association.

ARTICLE IX
BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE X
CONSTRUCTION

These Articles of Incorporation and the By-Laws of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation or the By-Laws, the following order of priority shall apply: the Declaration, the Articles of Incorporation and the By-Laws.

ARTICLE XI
SOLE INCORPORATOR

The name and address of the sole incorporator is as follows:

William C. Robinson, Jr., Esq.

802 11th Street West

Bradenton, FL 34205

ARTICLE XII
OFFICERS

The affairs of the Association shall be managed by a President, a Vice-President, a Secretary and a Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors. The Board of Directors at each annual meeting shall elect, to serve for a term of one (1) year, a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors from time to time determine appropriate.

ARTICLE XIII
AMENDMENT

Amendments to these Articles of Incorporation shall require the two-thirds (2/3) vote of the Members.

ARTICLE XIV
REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be William C. Robinson, Jr., Esq., and the street address of the registered office of the Association shall be 802 11th Street West, Bradenton, Florida 34205.

ARTICLE XV
INDEMNIFICATION

Every director, officer and committee member of the Association shall be indemnified and held harmless by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which such party may be a part or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not such party is a director, officer or committee member at the time such expenses are incurred, except when the director, officer or committee member is guilty or willful misfeasance or malfeasance in the performance of their 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 officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or committee member may be entitled. The Association shall, as a

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Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

IN WITNESS WHEREOF the undersigned incorporator has executed these Articles of Incorporation this 15th day of December, 2015.

By: 
William C. Robinson, Jr., Esq., Incorporator

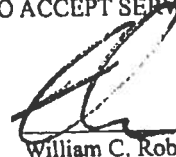
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED.

FIRST--THAT TILLET BAYOU PRESERVE HOMEOWNERS ASSOCIATION, INC.,
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS at 926 14th STREET WEST,
BRADENTON, FLORIDA 34205

SECOND—WILLIAM C. ROBINSON, JR., C/O 802 11TH STREET WEST,
BRADENTON, FLORIDA 34205, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS
WITHIN FLORIDA.

SIGNATURE :



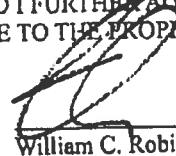
William C. Robinson, Jr., Incorporator

DATE:

12/15/15

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY
WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF MY DUTIES

SIGNATURE:



William C. Robinson, Jr.

DATE:

12/15/15

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EXHIBIT "C" – COPY OF INITIAL BYLAWS OF THE ASSOCIATION

**BY-LAWS
OF
TILLET BAYOU PRESERVE HOMEOWNERS ASSOCIATION, INC.
A Corporation Not For Profit**

ARTICLE I. IDENTIFICATION

- 1.01 **Identity:** These are the By-Laws of Tillett Bayou Preserve Homeowners 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 Tillett Bayou Preserve (the "Neighborhood") located in the unincorporated area of Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions of Tillett Bayou Preserve", herein called the "Covenants."
- 1.03 **Office:** The office of the Association shall be at Allison-Gause, Inc. 926 14th Street West, Bradenton, Florida 34205 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.
- 1.06 **Definitions.** Terms used in these By-Laws which are defined in the Covenants shall have the same meaning in these By-Laws as in the Covenants.

ARTICLE II. MEMBERS

- 2.01 **Qualification:** The members of the Association shall consist of all of the record owners of lots in the Neighborhood which are subject to the Covenants, in accordance with the Covenants.
- 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 Neighborhood. 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 the Covenants.
- 2.04 **Restraint upon Assignment of Membership, Shares and Assets:** The membership of an

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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 or members who are the record owners of each lot in the Neighborhood shall be collectively entitled to one (1) vote for each such lot, as provided in the Covenants and the Articles of Incorporation. Subject to the Covenants, 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 the Covenants, the Developer shall originally be entitled to three (3) votes for each platted Lot upon recording of the Plat(s), notwithstanding the number of lots owned by the Developer. The number of votes that the Developer Member is entitled to cast shall be decreased from time to time as provided in the Covenants and any amendments thereto, until such time as the Developer Member shall be deemed to be a regular member.

3.02 Voting Procedure: Subject to the Covenants, the single or multiple owners of each lot who are Regular Members shall have one vote for each lot, and the Developer Member shall have the number of votes provided for in the Covenants. All determinations of requisite majorities and quorums for all purposes under the Covenants, the Articles of Incorporation and these By-laws shall be made by reference to the number of votes, if any, to which the Developer 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 Covenants, 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

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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 Covenants 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

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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 Covenants, voting may be by roll call, voice vote or by written ballot; provided, however, that whenever written approval is required by the Covenants, or whenever any amendment to the Covenants 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 Covenants.

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 ten (10) 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

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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 Covenants 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 Covenants, 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 Developer has terminated its control of the Association and its affairs in accordance with the Covenants, 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 five (5) 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.

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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.
- (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 Developer 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.

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 Developer 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 Developer Membership status has terminated pursuant to the Covenants, 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.

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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 Neighborhood 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 Neighborhood, notice shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. 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 Covenants 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

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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 Neighborhood, except as may be reserved or granted to the lot owners, Developer or a specific committee or committees of the Association by the Covenants, Articles of Incorporation, or these By-Laws. The powers of the Board shall include, but shall not be limited to, the following:

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6.01 General Powers: All powers specifically set forth in the Covenants, 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 Covenants, 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 Covenants 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 Covenants 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 Covenants. 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 Neighborhood subject to the Covenants.

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 Covenants, 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 peremptorily 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.

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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 Developer 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 no 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 Covenants 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.

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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 Covenants.

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 two (2) semi-annual installments, which shall come due on the 1st day of January and July of the year for which the assessments are made. 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 Covenants.

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 Covenants.

8.08 Audit: After Developer 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.

758449/1

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 Covenants, 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 Covenants or the Articles of Incorporation, except as provided in said Covenants or Articles. Provided, however, that these By-Laws may be amended at any time by the Developer, provided that such amendment is not in conflict with the Covenants.

ARTICLE XI. MISCELLANEOUS

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

The foregoing was adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 17 day of December, 2015.

Tillett Bayou Preserve Howcowners Association, Inc., a
Florida not-for-profit corporation

By: 

Name: William McClatchy

Its: President

758449/1

EXHIBIT "D"

Projected 10 Year Budget as provided by Developer. All budget figures, irrespective of any previous approvals, are subject to change from time to time. All budgets are estimates only and should not be relied upon as definitive figures for the purpose of establishing actual

Sheet1

Tillett Bayou Preserve ¹⁰ year budget and fiscal program

Notes: Lots are expected to be recorded sometime after Jan 1, 2016; 8 lots in Phase 1 expected in 2016, 2 lots in Phase 2 in 2017.

| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|------------|------------|------------|------------|------------|------------|------------|
| Lots (Developer pays if not recorded) | 15 | 15 | 15 | 15 | 15 | 15 | 15 |
| Annual assessment per lot | \$1,500.00 | \$1,530.00 | \$1,560.60 | \$1,591.81 | \$1,623.65 | \$1,656.12 | \$1,689.24 |
| Cost inflation rate | 2% | 2% | 2% | 2% | 2% | 2% | 2% |
| Income | | | | | | | |
| Assessments | \$22,500 | \$22,950 | \$23,409 | \$23,877 | \$24,355 | \$24,842 | \$25,339 |
| Total | \$22,500 | \$22,950 | \$23,409 | \$23,877 | \$24,355 | \$24,842 | \$25,339 |
| Expenses | | | | | | | |
| Annual nuisance, exotic species removal | \$3,000 | \$3,060 | \$3,121 | \$3,184 | \$3,247 | \$3,312 | \$3,378 |
| Stationery, stamps, office supplies | \$500 | \$510 | \$520 | \$531 | \$541 | \$552 | \$563 |
| Legal | \$2,000 | \$2,040 | \$2,081 | \$2,122 | \$2,165 | \$2,208 | \$2,252 |
| Insurance | \$4,000 | \$4,080 | \$4,162 | \$4,245 | \$4,330 | \$4,416 | \$4,506 |
| Government filings | \$500 | \$510 | \$520 | \$531 | \$541 | \$552 | \$563 |
| Property Tax | \$5,000 | \$5,100 | \$5,202 | \$5,306 | \$5,412 | \$5,520 | \$5,631 |
| Drinking water pipe maintenance | \$500 | \$510 | \$520 | \$531 | \$541 | \$552 | \$563 |
| Irrigation and well maintenance | \$500 | \$510 | \$520 | \$531 | \$541 | \$552 | \$563 |
| Road maintenance | \$500 | \$510 | \$520 | \$531 | \$541 | \$552 | \$563 |
| Common area landscaping/trash removal | \$1,000 | \$1,020 | \$1,040 | \$1,061 | \$1,082 | \$1,104 | \$1,126 |
| Misc | \$1,000 | \$1,020 | \$1,040 | \$1,061 | \$1,082 | \$1,104 | \$1,126 |
| Total | \$18,500 | \$18,870 | \$19,247 | \$19,632 | \$20,025 | \$20,425 | \$20,834 |
| Surplus | \$4,000 | \$4,080 | \$4,162 | \$4,245 | \$4,330 | \$4,416 | \$4,505 |
| Reserve balance | \$4,000 | \$8,080 | \$12,242 | \$16,486 | \$20,816 | \$25,232 | \$29,737 |

Sheet 1.

| | 2023 | 2024 | 2025 |
|--|------------|------------|------------|
| | 15 | 15 | 15 |
| | \$1,723.03 | \$1,757.49 | \$1,792.64 |
| | 2% | 2% | 2% |
| | \$25,845 | \$26,362 | \$26,890 |
| | \$25,845 | \$26,362 | \$26,890 |
| | \$3,446 | \$3,515 | \$3,585 |
| | \$574 | \$586 | \$598 |
| | \$2,297 | \$2,343 | \$2,390 |
| | \$4,595 | \$4,687 | \$4,780 |
| | \$574 | \$586 | \$598 |
| | \$5,743 | \$5,858 | \$5,975 |
| | \$574 | \$586 | \$598 |
| | \$574 | \$586 | \$598 |
| | \$574 | \$586 | \$598 |
| | \$1,149 | \$1,172 | \$1,195 |
| | \$1,149 | \$1,172 | \$1,195 |
| | \$21,251 | \$21,676 | \$22,109 |
| | \$4,595 | \$4,687 | \$4,780 |
| | \$34,332 | \$39,019 | \$43,799 |

Page 2

EXHIBIT "E"

MAINTENANCE PROGRAM

It is anticipated that the budgetary information submitted for the first year of operations indicates more than adequate funds for maintenance as well as operation of the facilities provided by Developer.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Covenants, Conditions and Restrictions to which each lot is subject.

The dock areas require constant inspection and maintenance, provision for which is being made in compliance with various regulatory permits, not limited to Southwest Florida Water Management District and Manatee County. The above permit conditions are regulated and performed by the Tillett Bayou Preserve Homeowners Association, Inc., to which the Declaration is subject.

Annual monitoring and maintenance for exotic nuisance plant species shall be completed by the Association.

At all events, a program is being established and will be established respecting all areas of the Subdivision, responsibility for which is the Developer and the Association and which will comply in all respects with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

RIGHT OF ENTRY
For
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Three of the Land Development Code, Section 336.4 (f.k.a. Ordinance 90-01, Chapter Nine, Section 909.5), and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for Tillett Bayou Preserve Phase II.

SUBDIVISION

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

Updated 9/30/15

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: May 5, 2014 Expiration Date: September 5, 2018**

CERTIFICATE NUMBER: CLOS-14-016

Project Name: William Briggs McClatchy/Tillett Bayou Preserve Subdivision

Project File No.: PDR-06-72(P)(R2)

Type of Development Order: Amended Preliminary Site Plan

Location: Sec. 27 Twp. 33 Range 17

DP# See application Land Acres 41.5

ADDRESS 1620 Bayshore Rd, NCT WATER TREATMENT PLANT N

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.

APPROVAL:

This development complies with the Comprehensive Plan Concurrency requirements:

Sheffield

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

*15 single family lots

Revised 12/10/2015 to include 60 day and 6 months extension granted with FS 252.363 request (TS Erika – EO 15-173)

**Revised 11/23/2016 to include 60 day and 6 months extension granted with FS 252.363 request (TS Colin – EO 16-136)

July 24, 2018 - Regular Meeting
Agenda Item #13

Approved in Open Session 7/24/18,
Manatee County
Board of County Commissioners

Subject

Final Plat - Tillet Bayou Preserve, Phase II

Briefings

None

PLAT BOOK: 63
PAGES: 94 thru 98

Contact and/or Presenter Information

Greg Marcotte, Planner I, Ext 6215

Action Requested

1. Execute and record Final Subdivision Plat;
2. Record First Amendment to Declaration of Covenants, Conditions, and Restrictions of Tillet Bayou Preserve, from William Briggs McClatchy, Trustee of the William Briggs McClatchy Living Trust;
3. Accept and record Notice to Buyers for Tillet Bayou Preserve, Phase II.

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 2.4.2 Concurrency, CLOS-14-016.

Background Discussion

- This Final Subdivision Plat is for 5 Single Family Homes.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - July 24, 2018

1. Please send the Plat Book and Page numbers to: greg.marcotte@mymanatee.org.
2. Please send the Plat Book and Page numbers to: susan.angersoll@mymanatee.org.
3. Please send the Plat Book and Page numbers to: todd.boyle@mymanatee.org.

Distributed 7/25/18, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Application \(2\).pdf](#)

Attachment: [Agreements \(3\).pdf](#)

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

FOR STAFF USE ONLY

Date: _____

File Number: 20170730

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: Tillett bayou Preserve Phase II

TYPE OF APPROVAL DESIRED: Major Subdivision

LIST CASE NUMBERS OF PREVIOUS APPROVALS: PDR-06-72/14-S-24(P)FSP-14-35(R)

A. Property Information

1. Legal Description: See Metes & Bounds Description
2. D. P. Number(s): 2155100309 2155800159
3. Section: _____ Township: _____ Range: 17
4. Subdivision Name (if Platted): Not platted however proposed phase II
5. Lot: _____ 6. Block: _____
7. Address or Location of Property (See Address Coordinator, if physical address is needed):
725 Boyd Lane 1631 Center Road
8. Present Zoning Classification: PDR
9. (If Rezone) Proposed Zoning Classification: _____
10. (If Comprehensive Plan Map Amendment) Proposed Future Land Use Category: _____
11. Future Land Use Category: RES - 1
12. Flood Zone Category: _____ Map/Panel Numbers: 12081C0154E
13. Property Size (to the nearest tenth of acre or sq. ft.): 24.58
14. Existing Use(s) of Subject Property (i.e.: vacant, residence, commercial, etc.): Vacant
15. Surrounding Land Use(s) (i.e.: vacant, residence, commercial, etc.):
 - a. North: Residence
 - b. South: Residence
 - c. East: Residence
 - d. West: Residence
16. Description of Proposed Activity or Use (Attach separate Sheet if Necessary):
Subdivide 24.58 acres into 5 lots

B. Names/Addresses

List all person(s) having ownership in subject property

1. Name of Property Owner: William McClatchy
Address: 509 8th ave west suite 140
Zip: 94123 Telephone: 415-497-6502 Fax: _____
Email Address: _____

2. Name of Property Owner: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

3. Name of Agent: James Clements
Address: 509 8th ave West Palmetto Fl
Zip: 34221 Telephone: 941-729-6690 Fax: 941-729-7580
Email Address: jimmy@clements.biz

4. Name of Engineer: Allison Engineering inc
Address: 926 14th Street West, Bradenton, Fl
Zip: 34205 Telephone: 941-708-5410 Fax: _____
Email Address: _____

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.mymanatee.org>

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

Property Owner (Company or individual) (print): William McClatchy
Mailing Address (print): 2375 Bay Street , San Francisco, CA
Officer's Name and Title (print): William McClatchy Owner

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: Parcel I D # 2155100309 Parcel I D # 2155800159
2. That this property constitutes the property for which a request for Final Plat

(Type of Application Approval Requested)

Is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint James Clements
Clements Surveying 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.

 ^{Owner}
/ Tillet Bayou Preserve Phase II
Owner's Signature/Print Title

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11/17/17 by
William McClatchy (date)
who is personally known to me or who

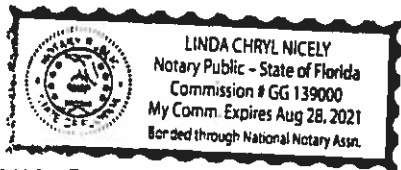
(name of person acknowledging)

has produced B513475 CA Owners Sec as identification.
(type of identification)

My Commission Expires: 8/28/21

Signature of Person Taking Acknowledgment

Linda Chryl Nicely
Name



TITLE CERTIFICATION

SUBDIVISION NAME: Tillett Bayou Preserve Phase II

LEGAL DESCRIPTION: *(Attach as Exhibit "A")*

I, William C. Robinson, Jr., the *(Attorney-at-Law or Abstractor of Title Insurance Company)* hereby confirm that apparent record title to the land described above and shown on Tillett Bayou Preserve Phase II *(Subdivision Name)* is in the name of William Briggs McClatchy, Trustee of the William Briggs McClatchy Living Trust u/a/d February 6, 2016 *(Property Owner)* the (person(s) (or organization) executing the offer of dedication appearing on the above plat. All property taxes have been paid on the land described as of the date of certification. All mortgagees or liens not satisfied or released of record are as follows:

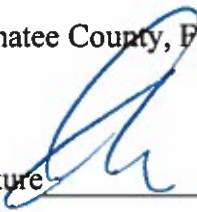
MORTGAGEES: **OFFICIAL RECORD BOOK AND PAGE (S):**

None

LIENS:

None

WITNESS my hand and official seal at Manatee County, Florida, this 16th day of MAJ, 2018.

Signature 
(Attorney or Abstractor)

William C. Robinson, Jr.
Blalock Walters, P.A.
802 11th Street West
Bradenton, FL 34205
(Type Name, Title, Law Firm or Title Insurance Company and Address)
FL. Bar No. or FL Certificate No. D429813

EXHIBIT A

DESCRIPTION PHASE II

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE N00°32'06"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 531.01 FEET; THENCE N89°32'55"W, A DISTANCE OF 132.00 FEET FOR A POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1099, PAGE 1659, OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S00°35'36"W, A DISTANCE OF 165.10 FEET; THENCE N89°24'13"W, ALONG THE NORTH LINE OF TERRASET SUBDIVISION, AS RECORDED IN PLAT BOOK 53, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 396.34 FEET; THENCE S02°37'29"E, A DISTANCE OF 3.26 FEET; THENCE N88°54'30"W, A DISTANCE OF 164.88 FEET; THENCE N00°32'13"E, A DISTANCE OF 428.99 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1167, PAGE 2379, OF SAID PUBLIC RECORDS; THENCE N38°29'40"W, A DISTANCE OF 286.95 FEET TO THE SOUTHEAST CORNER OF LOT 5, TILLET BAYOU PRESERVE, PHASE I, AS RECORDED IN PLAT BOOK 61, PAGE 7, OF SAID PUBLIC RECORDS; THENCE ALONG THE EAST LINE OF SAID TILLET BAYOU PRESERVE, PHASE I, THE FOLLOWING THREE COURSES; N00°00'00"W, A DISTANCE OF 248.69 FEET; THENCE N26°46'25"W, A DISTANCE OF 438.98 FEET; THENCE N00°30'15"E, A DISTANCE OF 308.26 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 387, PAGE 316 OF SAID PUBLIC RECORDS; THENCE S89°24'22"E, A DISTANCE OF 417.49 FEET; THENCE S00°30'24"W, A DISTANCE OF 310.45 FEET; THENCE S89°24'57"E, A DISTANCE OF 644.92 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF CENTER ROAD, BEING 30.00 FEET WIDE; THENCE S00°32'45"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 707.83 FEET; THENCE N89°30'20"W, A DISTANCE OF 210.84 FEET; THENCE S00°31'30"W, A DISTANCE OF 413.28 FEET; THENCE S89°32'55"E, A DISTANCE OF 94.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.58 ACRES MORE OR LESS

PENDING

To Whom It May Concern
Manatee County Building and Development Services
1112 Manatee Avenue West
Bradenton, Florida 34205

**RE: Tillett Bayou Preserve (Phase II)
Final Subdivision Plat Checklist Requirements
Formerly: PDR-06-72(P)(R2)/14-S-24(P)/FSP-14-35(R)
Project Number: PDR-06-72/14-S-24^o/FSP-14-35(R)
DTS #20170246**

To Whom It May Concern,

Enclosed, please accept the following in conjunction with the Plat Submittal being submitted by Clements Surveying. The following is in response to the requirements of the "Checklist of Required Document "if Applicable"".



Jimmy Clements Will Robinson Will McClatchy

1. Original Land Development Application (Form B-1).
Response: See attached Land Development Application.
2. Original Affidavit of Ownership/Agent Authorization (Form B-2).
Response: See attached Affidavit of Ownership/Agent Authorization.
3. Fees: Final Subdivision Plat (Fee Schedule on website or call front counter) (include copy).
Response: See attached fee payment check & copy of Fee Schedule.
4. Copy of Final Plat formatted to 18"x24" page size (All pages must be combined in one PDF file).
Response: See attached Final Plat.
5. Copy 1" =200' Scale Map of Subdivision.
Response: See attached Map of Subdivision.
6. Original Title Certificate (Form 8402).
Response: See attached Original Title Certificate, Form 8402.

7. Copy for "Certificate of Level of Service" Compliance.

Response: See attached "Certificate of Level of Service" Compliance.

8. Draft of Declaration of Covenants & Restrictions or Supplement of Declaration.

Response: See attached Declaration of Covenants & Restrictions.

9. Draft Fiscal Program.

Response: See attached Fiscal Program.

10. Draft Right of Entry by County

Response: See attached Right of Entry by County.

11. Draft Listings of Holdings.

Response: See attached Listing of Holdings.

12. Draft Maintenance Program.

Response: See attached Maintenance program.

13. Draft Notice to Buyers.

Response: See attached Notice to Buyers.

14. Copy Articles of Incorporation filed with the state.

Response: See attached Articles of Incorporation.

15. Copy of signed Bylaws of the non-profit organization.

Response: See attached signed Bylaws of the non-profit organization.

16. Copy of SWFWMD Construction Permit.

Response: No SWFWMD Permit was required. See attached Email from Steve Lopes of SWFWMD.

17. Copy of Grading and Drainage Plan.

Response: No Grading and Drainage Plan was required.

18. Original Signed Mylar(s) of Final Plat (Only submit after all final approvals).

Response: See attached Signed Mylars of Final Plat (with all final approvals).

19. Original Mortgagee's Joinder(s) (Form 8413).

Response: See attached Original Mortgagee's Joinders, Form 8413.

NONE

20. Original Cost Estimate from the Engineer of Record for the following: Infrastructure, Landscaping, Environmental.

Response: The intent of the developer is to have the above infrastructure items installed prior to Final Plat Approval. Therefore a cost estimate would not be applicable.

21. Copy of Approval letters from Public Works for EOR for the above cost estimates.

Response: The intent of the developer is to have the above infrastructure items installed prior to Final Plat Approval. Therefore a cost estimate would not be applicable.

22. Original Performance and/or Defect Security Bonds.

Response: The intent of the developer is to have the above infrastructure items installed prior to Final Plat Approval. Therefore a bond would not be applicable.

IN ORIGINAL
DECLARATION
on ATTACH DISK

23. Original Agreements to accompany bonds.

Response: The intent of the developer is to have the above infrastructure items installed prior to Final Plat Approval. Therefore a bond would not be applicable.

24. Original Conservation Easement

WETLAND & WETLAND BUFFER ON PLAT

Response: See attached Original Conservation Easement.

25. Original Maintenance Agreement for Right-of-Way Improvements.

Response: There are no Right-of-Way Improvements. Therefore a Maintenance Agreement for Right-of-Way Improvements would not be applicable.

26. Original Off-Site Easement (with legal description & sketch) documents for the following:

- Drainage
- Utility
- Turn-Around
- Access

ATTACH O.R BK for ACCESS to LOT 12 FROM BOYD LANE

The following documents are required for all Off-Site Easements:

- a) Original Affidavit of Ownership and Encumbrances
 - b) Original Joinder(s) (if applicable)
 - c) Original Option of the Title from an Attorney or Title Company
- Response: See attached Original Conservation Easement.*

27. Original Engineer of Record's Certification (Form 8409)

Response: Since there are no improvements being installed (i.e. roads or utilities), an engineer's certification form is not applicable.

28. Original Affidavit by Developer Certifying Payment of Labor & Materials (Form 8410).

Response: See attached Original Affidavit by Developer Certifying Payment of Labor & Materials.

NO COST

29. Approval of reproducible Mylar As-Built for drainage from Public Works Department.

Response: There are no drainage improvements. Therefore an As-Built would not be applicable.

30. Approval of reproducible Mylar As-Built for utilities from Public Works Department.

Response: There are no utility improvements. Therefore an As-Built would not be applicable.

31. Certification of Completion from Public Works Department.

- Please note ALL required improvements including landscaping and environmental requirements must be inspected before approval by the County.

Response: There are no public improvements for this project. All lots are being served by existing ROW Improvements.

32. Bill of Sale reviewed and approved by Public Works Utility Engineering as required.

Response: NOT Public Improvements, LOTS SERVED BY EXISTING R/W

33. Copy of Operating Permit from SWFWMD &/OR "Statement of Completion/Request for Transfer to Operation Entity".

Response: No SWFWMD Permit was required. See attached Email from Steve Lopes of SWFWMD.

Should you have any questions or require additional information, please contact our office.

AFI

Respectfully submitted,
Allison Engineering, Inc.

M. Andrew Allison, PE
President



TILLET BAYOU PRESERVE - PHASE II

200.00 SCALE

LOT 10

LOT 12

LOT 11

TRACT "A"

LOT 3

TILLET BAYOU PRESERVE
PHASE I
PLAT BOOK 61, PAGES 7-10

LOT 8

LOT 4

LOT 2

TRACT C

TRACT "B"

LOT 1



SCALE
1" = 200'



KEY MAP

LOT 1

LOT 2