

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	LAKE VIEW ESTATES AT THE LAKE CLUB, LUCERNE LOOP
BOOK 63	PAGE(S) 89 THRU 93
OWNER OF RECORD:	SD TLC HOLDINGS, LLC
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	
BOOK:	PAGE(S):

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

BY: Alina Otter
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: cwelke

Receipt#: 900145975 Payee Name: SD TLC HOLDINGS LLC
Receipt Date: 07/25/2018

Instrument: 201841075749 - BK2739/PG5564 PLAT

001000000341400	INDEXING NAMES	\$0.00
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$60.00
Instrument Total:		\$90.00

Instrument: 201841075750 - BK2739/PG5565 RESTRICTION

001000000341100	RECORDING FEE \$5/\$4	\$177.00
199000000341150	PRMTF \$1/\$.50	\$22.50
001000000208911	PRMTF FACC \$.10	\$4.40
199000000341160	PRMTF CLERK \$1.90	\$83.60
001000000208912	PRMTF BCC \$2	\$88.00
001000000341400	INDEXING NAMES	\$0.00
Instrument Total:		\$375.50

Instrument: 201841075751 - BK2739/PG5609 CERTIFICATE

001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000341400	INDEXING NAMES	\$0.00
Instrument Total:		\$27.00

Instrument: 201841075752 - BK2739/PG5612 NOTICE

001000000341100	RECORDING FEE \$5/\$4	\$5.00
199000000341150	PRMTF \$1/\$.50	\$1.00
001000000208911	PRMTF FACC \$.10	\$0.10
199000000341160	PRMTF CLERK \$1.90	\$1.90
001000000208912	PRMTF BCC \$2	\$2.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$10.00

Instrument: 201841075753 - BK2739/PG5613 CERTIFICATE

001000000341100	RECORDING FEE \$5/\$4	\$5.00
199000000341150	PRMTF \$1/\$.50	\$1.00
001000000208911	PRMTF FACC \$.10	\$0.10
199000000341160	PRMTF CLERK \$1.90	\$1.90
001000000208912	PRMTF BCC \$2	\$2.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$10.00

Receipt Total: \$512.50

Amount Tendered: \$512.50

Overage: \$0.00

Cash	\$1.50	
Check	\$511.00	311

Amount Paid:

THIS INSTRUMENT PREPARED WITHOUT OPINION
OF TITLE BY, AND AFTER RECORDING RETURN TO:

CHARLES A. B. THOMSON, ESQ.
COLEMAN, YOVANOVICH & KOESTER, P.A.
4001 TAMiami TRAIL N., SUITE 300
NAPLES, FLORIDA 34103



SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of MAY, 2018, by LAKE CLUB INVESTORS, LLC, a Florida limited liability company ("**Declarant**").

WITNESSETH:

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lake Club recorded in Official Records Book 2066, Page 5453, of the Public Records of Manatee County, Florida, as amended and supplemented from time to time (the "**Declaration**"). The capitalized terms used herein but not defined shall have the meanings given them in the Declaration.

B. Pursuant to Article II, Section 2 of the Declaration, Declarant may add additional Lots and/or Common Areas to the Properties from time to time by way of a Supplemental Declaration.

C. As evidenced by that certain Supplemental Declaration recorded on December 16, 2016 in O.R. Book 2652, Page 3086, Public Records of Manatee County, Florida, Declarant added to the Properties that certain real property located in Manatee County, Florida and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("**Lake View Estates at The Lake Club, Lucerne Loop**").

D. Declarant wishes to designate certain Lots and Common Areas within Lake View Estates at The Lake Club, Lucerne Loop, all as more particularly set forth herein.

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

1. All lots located within Lake View Estates at The Lake Club, Lucerne Loop, as may be designated by virtue of that certain plat of Lake View Estates at The Lake Club, Lucerne Loop, to be recorded simultaneously herewith in the Public Records of Manatee County, Florida ("**Plat**"), shall be Lots as defined in the Declaration.

2. The General Common Areas under the Declaration shall be supplemented to include all tracts, easements, and other portions of the Plat expressly dedicated and/or reserved to Lake Club Homeowners' Association, Inc., a Florida not-for-profit corporation ("**Association**"), including, without limitation, those certain tracts listed on **Exhibit "B-1"**, attached hereto and incorporated herein by reference. The all tracts, easements, and other portions of the Plat listed on **Exhibit "B-2"**, attached hereto and incorporated herein by reference, shall be dedicated and/or reserved to Lakewood Ranch Stewardship District.

3. The Budget attached hereto and incorporated herein by reference as **Exhibit "C"** to this Supplemental Declaration is the budget for year 2018 and is inclusive of Lake View Estates at The Lake Club, Lucerne Loop. The budget attached as Exhibit "C" hereto includes an estimated 10-year Fiscal Program for Lake View Estates at The Lake Club, Lucerne Loop.

4. The Maintenance Program under the Declaration is hereby supplemented to include the maintenance of Lake View Estates at The Lake Club, Lucerne Loop, and shall be as set forth on **Exhibit "D"**, attached hereto and incorporated herein by reference.

5. Article XV, Section 4 of the Declaration provides that Component Neighborhoods may be designated in a Supplemental Declaration. Declarant desires to designate the Lots within Lake View Estates at The Lake Club, Lucerne Loop as part of Component Neighborhood #7.

6. All of the aforesaid property is subject to the provisions contained within the Notice to Buyer attached hereto as **Exhibit "E"** and incorporated herein by reference.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the day and year first above written.

WITNESSED BY:

LAKE CLUB INVESTORS, LLC, a Florida limited liability company, by its sole Member:

Suzanne L. Fugate

Print Name: **Suzanne L. Fugate**

LWR Holdings, LLC, a Florida limited liability company, by its Manager:

Kathleen J. Horn

Print Name: **Kathleen J. Horn**

Schroeder-Manatee Ranch, Inc., a Delaware corporation

By: *Anthony J. Chiofalo*
Anthony J. Chiofalo, Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2 day of May, 2018, by Anthony J. Chiofalo Vice President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, the Manager of LWR Holdings, LLC, a Florida limited liability company, the sole Member of Lake Club Investors, LLC, a Florida limited liability company. Anthony J. Chiofalo is personally known to me.



Tamara Harris

Notary Public
Print Name: **Tamara Harris**
Commission Exp.: _____
Commission No.: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LAKE VIEW ESTATES AT THE LAKE CLUB, LUCERNE LOOP

A tract of land containing all of Lots 52 through 68, inclusive, Tract 404 and Tract D502, Lake View Estates at The Lake Club, as recorded in Plat Book 62, Page 171, in the Public Records of Manatee County, Florida and lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of said Lot 52, also being a point on the southerly right-of-way line of Como Circle (Tract 300, a 50.00-foot-wide Private Roadway, Drainage and Utility Easement, and Public Utility Easement); thence N.88°11'08"E., along said southerly right-of-way line, a distance of 178.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00", also being a point on the westerly right-of-way line of Lucerne Loop (Tract 300, a 50.00-foot-wide Private Roadway, Drainage and Utility Easement, and Public Utility Easement); thence along the westerly, northerly and easterly right-of-way lines of said Lucerne Loop for the following thirteen (13) calls: (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence S.01°48'52"E., a distance of 35.05 feet to the point of curvature of a curve to the left having a radius of 550.00 feet and a central angle of 15°49'08"; (3) thence southerly along the arc of said curve, a distance of 151.85 feet to the point of tangency of said curve; (4) thence S.17°38'00"E., a distance of 356.30 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00"; (5) thence southwesterly along the arc of said curve, a distance of 471.24 feet to the point of tangency of said curve; (6) thence S.72°22'00"W., a distance of 130.60 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00"; (7) thence northwesterly along the arc of said curve, a distance of 471.24 feet to the point of tangency of said curve; (8) thence N.17°38'00"W., a distance of 37.55 feet to the point of curvature of a curve to the right having a radius of 500.00 feet and a central angle of 17°38'00"; (9) thence northerly along the arc of said curve, a distance of 153.88 feet to the point of tangency of said curve; (10) thence N.00°00'00"E., a distance of 514.82 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 26°55'30"; (11) thence northerly along the arc of said curve, a distance of 46.99 feet to the point of tangency of said curve; (12) thence N.26°55'30"E., a distance of 2.75 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 78°27'47"; (13) thence northeasterly along the arc of said curve, a distance of 34.24 feet to the point of reverse curvature of a curve to the left having a radius of 225.00 feet and a central angle of 17°12'09", said point also being a point on the abovementioned southerly right-of-way line of Como Circle; thence along said southerly right-of-way line for the following two (2) calls: (1) thence easterly along the arc of said curve, a distance of 67.55 feet to the point of tangency of said curve; (2) thence N.88°11'08"E., a distance of 285.14 feet to the POINT OF BEGINNING.

EXHIBIT "B-1"

GENERAL COMMON AREAS (ASSOCIATION)

The Tract(s) listed below are depicted on the Plat of Lake View Estates at The Lake Club, Lucerne Loop to be recorded simultaneously with this Supplemental Declaration among the public records of Manatee County, Florida. In connection with transition of Declarant's control of the Association, the Tract(s) listed below will be conveyed to and held in ownership and maintained by the Association and, as such, shall be "General Common Areas":

Tracts 404: Common Area; Landscape, Drainage, and Utility Easement.

EXHIBIT "B-2"

MAINTENANCE COMMON AREAS (DISTRICT)

The Tract(s) listed below are depicted on the Plat of Lake View Estates at The Lake Club, Lucerne Loop to be recorded simultaneously with this Supplemental Declaration among the public records of Manatee County, Florida. The Tract(s) and/or stormwater drainage lines listed below will be held in ownership and maintained by Lakewood Ranch Stewardship District. All persons are hereby notified that at all times the essential and primary purpose and use of all of the following areas is for stormwater drainage, retention and detention for the Properties; however, the District may enter into Agreements whereby the Association assumes maintenance responsibilities for such areas.

Tract D502: Lake, Drainage, Utility and Landscape Maintenance Easement.

EXHIBIT "C"

BUDGET

See attached page(s).

**THE LAKE CLUB HOA PRO-FORMA - Excluding Matera & Anchorage
2017 Budget - Summary Schedule**

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Total Units in Community	700	700	700	700	700	700	700	700	700	700
Total Units End Users	318	343	368	403	458	513	568	623	678	700
	Budget 2017	Budget 2018	Budget 2019	Budget 2020	Budget 2021	Budget 2022	Budget 2023	Budget 2024	Budget 2025	Budget 2026
REVENUES										
HOA Revenue Assessments	611,518	1,272,865	1,414,332	2,109,630	2,704,819	3,391,812	3,864,705	4,349,346	4,878,943	5,192,904
Club Operations Assessments	108,410	-	-	-	-	-	-	-	-	-
Club License Fee Assessments	234,400	-	25,025	213,450	549,600	615,600	681,600	373,800	203,400	-
Developer Contributions	-	-	-	-	-	-	-	-	-	-
Lot & Home Sale Fee	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Estoppel Fee	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
NEW Membership Fee (\$2,500)	-	62,500	62,500	87,500	137,500	137,500	137,500	137,500	137,500	55,000
Transponder Income	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Social Committee	-	-	-	-	-	-	-	-	-	-
Food & Beverage Revenue	-	46,010	253,220	473,800	571,200	588,336	605,986	624,166	642,891	662,177
Interest Income	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
TOTAL REVENUES	966,328	1,393,375	1,767,077	2,896,380	3,975,119	4,745,248	5,301,791	5,496,812	5,874,733	5,922,081
EXPENSES										
Property Management										
Property Management	163,700	163,700	66,240	72,540	82,440	92,340	102,240	112,140	122,040	126,000
Lakewood Ranch Community Activities	3,816	4,116	4,416	4,836	5,496	6,156	6,816	7,476	8,136	8,400
	167,516	167,816	70,656	77,376	87,936	98,496	109,056	119,616	130,176	134,400
HOA Operations										
Access Control - Main North & South Gate	282,500	282,500	296,625	311,456	327,029	343,381	360,550	378,577	397,506	417,381
Access Control - Phase III & IV	-	10,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Landscape Maintenance - Phase I & II	617,940	627,940	637,940	647,940	657,940	667,940	677,940	687,940	697,940	707,940
Landscape Maintenance - Phase III	-	100,000	105,000	110,250	115,763	121,551	127,628	134,010	140,730	147,746
Landscape Maintenance - Phase IV	-	-	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
Environmental Maintenance	94,000	94,000	94,000	94,000	94,000	94,000	94,000	94,000	94,000	94,000
Environmental Maintenance - Phase III	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Environmental Maintenance - Phase IV	-	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Irrigation	358,622	358,622	369,381	369,381	380,462	380,462	391,876	391,876	403,633	403,633
Irrigation - Phase III	-	50,000	52,500	55,125	57,881	60,775	63,814	67,005	70,355	73,873
Irrigation - Phase IV	-	-	200,000	210,000	220,500	231,525	243,101	255,256	268,019	281,420
Gate Maintenance - Phase III & IV	-	10,500	39,750	41,738	43,824	46,016	48,316	50,732	53,269	55,932
Entry Monuments - Phase III & IV	-	-	15,500	16,275	17,089	17,943	18,840	19,782	20,771	21,810
Streetlight R&M - Phase III & IV	-	2,500	17,500	18,375	19,294	20,258	21,271	22,335	23,452	24,624
Lake Fountains - Phase III & IV	-	18,000	21,000	22,050	23,153	24,310	25,526	26,802	28,142	29,549
Utilities	20,000	40,000	60,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
Other Maintenance	87,000	100,000	125,000	125,000	150,000	150,000	150,000	150,000	150,000	150,000
Road reserves	70,000	70,000	70,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000
Bridge and gatehouse reserves	8,500	8,500	8,500	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Clubhouse Reserves	16,512	16,512	16,512	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Total HOA Operations	1,555,074	1,824,074	2,649,208	2,806,590	2,891,935	2,943,161	3,007,863	3,063,315	3,132,797	3,192,908
Club Operations										
HOA Staff Payroll & Burden	-	-	254,000	304,400	440,400	462,420	485,541	509,818	535,309	562,074
Clubhouse & Pool	168,900	173,500	185,000	195,000	205,000	211,150	217,485	224,009	230,729	237,651
Utilities-FPL-Clubhouse	31,000	50,000	60,000	61,800	63,654	65,564	67,531	69,556	71,643	73,792
Insurance	45,000	45,000	55,000	56,650	58,350	60,100	61,903	63,760	65,673	67,643
Pool Operations	35,000	40,000	45,000	50,000	51,500	53,045	54,636	56,275	57,964	59,703
Real Estate Property Taxes	55,000	55,000	56,650	58,350	60,100	61,903	63,760	65,673	67,643	69,672
Deck, Gazebo, Tennis, Tot Lot	3,000	3,000	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448
Clubhouse Capital	-	-	-	-	-	-	-	-	-	-
Membership License Fee	234,400	-	-	-	-	-	-	-	-	-
Total Club Operations	572,300	366,500	670,650	741,650	894,917	936,572	967,738	1,006,481	1,046,872	1,088,984
Food & Beverage Operations										
Cost of Sales (Food & Beverage 50%)	-	23,005	126,610	236,900	285,600	294,168	302,993	312,083	321,445	331,089
Payroll & Burden	-	50,611	278,542	521,180	656,880	675,000	708,750	744,188	781,397	820,467
Kitchen Expenses	-	9,202	50,644	94,760	142,800	147,084	151,497	156,041	160,723	165,544
Other Expenses	-	-	-	-	-	-	-	-	-	-
Total Club Operations	-	82,818	455,796	852,840	1,085,280	1,116,252	1,163,240	1,212,312	1,263,565	1,317,100
Other Expenses										
HOA Insurance	3,100	3,100	3,100	3,100	3,100	3,100	3,100	3,100	3,100	3,100
Accounting Services	35,000	35,000	-	-	-	-	-	-	-	-
Taxes	750	750	750	750	750	750	750	750	750	750
Audit	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Legal	500	500	500	500	500	500	500	500	500	500
Special mailings & printing	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
LWR Online Fees	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
Miscellaneous	250	250	250	250	250	250	250	250	250	250
Total Other Expenses	48,800	48,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800	13,800
Lifestyle	105,000	110,250	115,763	121,551	127,628	134,010	140,710	147,746	155,133	162,889
Credit for Services Not Installed	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	2,448,690	2,600,258	3,975,873	4,613,806	5,101,496	5,236,291	5,402,407	5,563,270	5,742,342	5,910,081

EXHIBIT "D"

MAINTENANCE PROGRAM

A proposed maintenance program has been established for the operation and care of Lake View Estates at The Lake Club, Lucerne Loop. The following is a schedule for the inspection and maintenance of all lands, streets and facilities under the purview of Association and/or the District as expressly set forth on Exhibit "B-1" and Exhibit "B-2", and as shown and dedicated on the Lake View Estates at The Lake Club, Lucerne Loop Plat:

- | | |
|------------|--|
| Weekly: | Roadways and Sidewalks <ul style="list-style-type: none">• Cleaning of debris• Inspection Lake Areas <ul style="list-style-type: none">• Inspect Area and Outfall Structures• Clean debris and litter as required• Mowing, edging, weeding and cleaning |
| Bi-Weekly: | Signage and Lighting <ul style="list-style-type: none">• Clean and/or repair as required |
| Monthly: | Tree and Landscape Service <ul style="list-style-type: none">• Pruning and shaping |
| Quarterly: | Lake Areas <ul style="list-style-type: none">• Remove nuisance weed species Tree and Landscape Service <ul style="list-style-type: none">• Fertilization• Replace Annuals• Pest control as required |
| Yearly: | Signage <ul style="list-style-type: none">• Painting as required Landscape Areas <ul style="list-style-type: none">• Fences and Walls<ul style="list-style-type: none">○ Inspect, repair and/or replace as required• Trees and Shrubbery<ul style="list-style-type: none">○ Replacement as required General Common Areas <ul style="list-style-type: none">• Environmental Monitoring |

NOTE: This Maintenance Program is subject to periodic review by the Association and the District

EXHIBIT "E"

NOTICE TO BUYER

To the purchaser of lots in Lake View Estates at The Lake Club, Lucerne Loop, Manatee County, Florida.

You are hereby notified that the purchase of your lot is subject to:

1. The Declaration of Covenants for Lake Club, as amended or supplemented, a copy of which is provided upon execution of your contract to purchase.
2. Ownership of a lot in the Lake Club automatically makes you a member of the Lake Club Homeowners' Association.
3. Ownership of a Lot in the Lake Club automatically makes you a member of the Clubhouse Facility and subject to the Club Plan referenced in Article V of the Declaration.
4. Non-potable water shall be utilized for landscaping irrigation, and a separate color-coded irrigation system shall be installed. Residents are hereby notified that the water is not fit for human consumption.
5. Street Trees may not be removed unless diseased or dead, in which case, they must be replaced with the same size and type of tree originally planted on the Lot, all trees being 5" caliper. Any replacement Street Trees must be installed within the same general area within thirty (30) days of its removal or death. All Street Trees shall be maintained by the Association in accordance with the Declaration, including, without limitation proper root pruning to avoid interference of the tree roots with sidewalks, utilities, foundations of other improvements constructed on the Lots, due to the natural growth of the Street Trees. **No Certificates of Occupancy shall be issued without street trees installed.** In the event, the Association fails to maintain or replace the Street Trees, Developer shall have the right, but not the obligation, to maintain and replace the Street Trees and charge the Association an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Developer.
6. All Lots within the Subdivision are required to have a five foot (5') wide concrete sidewalk four inches (4") thick (finish to match existing sidewalks) constructed in the right of way adjoining the Lot as the location as set forth in the County rules and regulations. **All Lot Owners are hereby notified that prior to a certificate of occupancy for the first Dwelling Unit or Structure built on each of the Lots, the Owner of such Lot shall construct the sidewalk for the entire length of the Lot adjacent to the right of way in the manner set forth above.**
7. INTENTIONALLY OMITTED.
8. THE LAKEWOOD RANCH STEWARDSHIP DISTRICT IMPOSES TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

The projected 10-year Fiscal Program of the District, which includes Lake View Estates at

The Lake Club, Lucerne Loop, is appended to the Association budget which is attached hereto as Exhibit "C". The programs are not based on actual prior operating figures and are not statements of guarantee of actual amount of assessment of either District. It is anticipated that the Fiscal Program will be expanded in scope, depending upon the rate of development, and computed under assumptions similar to those used in the initial Fiscal Program.

The operation and maintenance assessments reflect the costs of maintaining common areas not maintained by Lake Club Homeowners' Association including, but not limited to, landscaping, non-potable irrigation system use and repairs, potable and non-potable water facility maintenance, the storm drainage systems including lakes and wetlands, and signs. They also include administrative expenses. This amount is subject to change each year based on actual contracts and costs to the District. Until the budget is approved, the amounts listed in the table below are estimates:

<u>Property:</u>	<u>FY 2018 Operations and Maintenance Assessment (10/1/2017 – 9/30/2018):</u>
All Lots in Lake View Estates at The Lake Club, Lucerne Loop	\$471.00

Operations and Maintenance Budgets for the District will be determined on an annual basis after duly published notice to Manatee County and the general public followed by adoption by the District Board of Supervisor at a duly noticed public hearing. The amount so determined will be assessed and collected in accordance with applicable laws and regulations.

9. "Surface Water Management System Facilities" shall include, but are not limited to: all inlets, ditches swales, culverts, water control structures, retention and detention areas, ponds lakes flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.
10. SWFWMD has the right to enforce the requirements set forth in the surface water management permit issued by SWFWMD for The Properties, Article XVI, Section 3 of the Declaration and elsewhere in the Declaration with respect to the Surface Water Management System for The Properties, pursuant to applicable provisions of the F.A.C. and the Florida Statutes. Any amendment of the Declaration that would affect the Surface Water Management System, including the water management portions of the Common Areas, must have the prior approval of SWFWMD.
11. Each Lot owner within the Subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).
12. The Lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD's Sarasota Service Office, Surface Water Regulation Manager.

13. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by SWFWMD. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds to SWFWMD's Surface Water Regulation Manager, Sarasota Service Office.
14. The Lot owners may not construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SWFWMD's Sarasota Service Office, Sarasota Regulation Department.
15. The Lakewood Ranch Stewardship District, the operations and maintenance entity, shall submit inspection reports of the retention or wet detention systems, two years after the operation is authorized by SWFWMD, and every two years thereafter, to SWFWMD.
16. Project site lies within Flood Zone "X" as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No. 120153 0345 E, effective date March 17, 2014.
17. Where lots are combined, the side lot line of the newly formed lot shall carry a 5 foot easement and the utility company shall be reimbursed for any and all costs of relocating existing facilities affected by the combining of said lots.
18. Visibility triangles, as indicated on the plat of Lake View Estates at The Lake Club, Lucerne Loop, shall be maintained by the Lake Club Homeowners' Association.
19. Pursuant to Article XVI, Section 2(a), Right of Entry by Country, of the Declaration of Covenants, Conditions, Restrictions and Easements for Lake Club ("Declaration") recorded in Official Record Book 2066, Page 5453, in the Public Records of Manatee County, Florida, Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in the pursuit of their duties are granted authority to enter upon any and all portions of the common areas, including private streets and common driveways, permitting the enforcement of cleared emergency vehicle access.
20. In order to provide a clear view of intersecting streets and travel lanes to motorist, there shall be a triangular area of clear visibility on each and every corner. 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, obstruction, plantings, or parking, unless exempted by Section 1002 of the Manatee County Land Development Code. The area formed by the visibility triangle constitutes an important horizontal and vertical sight distance for vehicular traffic.
21. **THE FOREGOING STATEMENTS ARE ONLY SUMMARY IN NATURE AND SHALL NOT BE DEEMED TO SUPERSEDE OR MODIFY THE PROVISIONS OF THE DECLARATION, ANY DESIGN AND DEVELOPMENT MANUALS, OR LOT SALES CONTRACTS BETWEEN A PURCHASER AND THE DEVELOPER AND/OR A HOME BUILDER.**

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 Lake View Estates at The Lake Club, Lucerne Loop .

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

EXHIBIT "B"

ARTICLES OF INCORPORATION OF ASSOCIATION

MAR-25-2005 09:52

GRIMES GOEBEL

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FILED
MAR 25 AM 7:46
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
LAKE CLUB HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT**

The undersigned incorporator, a resident of the State of Florida, hereby adopts the following Articles of Incorporation and files the same with the Secretary of the State of Florida in order to form a corporation not for profit in accordance with the laws of the State of Florida.

**ARTICLE I:
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of this corporation is: LAKE CLUB HOMEOWNERS' ASSOCIATION, INC., hereinafter sometimes called the "Association." The principal office and mailing address of this corporation shall be: 6215 Lorraine Road, Bradenton, FL 34202.

These Articles of Incorporation may hereinafter be referred to as the "Articles", and the bylaws of the Association may hereinafter be referred to as the "Bylaws." The Association is not a condominium association under Chapter 718, Florida Statutes.

**ARTICLE II:
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members hereof. This Association is formed specifically to promote the health, safety and general welfare of the owners of all or any portion of land located within the residential development known as The Lake Club ("Lake Club") lying and being in Manatee County, Florida, including without limitation, any additional land that may be brought within the jurisdiction of the Association by proper filing and recording in the Public Records of Manatee County, Florida of a Supplement to the Declaration of Covenants, Conditions, Restrictions and Easements for Lake Club (the said Declaration, inclusive of all supplements and amendments thereto, are hereinafter referred to as the "Declaration"). This Association is formed generally to perform any legal act or to perform any legal duty or obligation as may legally be permitted by the Florida Not For Profit Corporation Act, Florida Statutes, Chapter 617 (2000). All terms used herein that are defined in the Declaration shall have the same meaning as set forth in the Declaration.

The powers of the Association include but are not limited to: (a) own and convey property; (b) establish rules and regulations; (c) assess members and enforce assessments; (d) to sue and to be sued; (e) contract for services to provide for operation and

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maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company; (f) such purposes and powers as may be set forth in the Declaration, as same may be amended and supplemented from time to time; (g) to take any other action necessary for the purposes for which the Association is organized.

Notwithstanding anything in the above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1986, nor shall the Association engage in any other activity or perform any act in violation of any provision governing such tax exempt organizations as determined by the federal revenue laws. The Association's amount of earnings, if any, is not to be taken into account in any manner for the purpose of determining whether there should be a rebate of any assessment paid or the amount of the rebate.

**ARTICLE III:
MEMBERS/VOTING**

Every person or legal entity who is a record Owner of a present fee simple interest in any Lot or Tract, or portion thereof which is subject to the Declaration, shall be a Member of the Association. Membership in the Association, the designation of Membership Classification(s), if any, the qualifications and rights of Members, quorum and voting requirements for meetings and activities of the Members, and notice requirements sufficient to provide notice of meetings and activities of the Members shall be in accordance with and subject to the provisions set forth in the Declaration and the By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Tract, or portion thereof, that is subject to the provisions of the Declaration.

**ARTICLE IV:
CORPORATE EXISTENCE AND DISSOLUTION**

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Corporation shall have perpetual existence. Notwithstanding anything in the foregoing to the contrary, the Association may be terminated in accordance with the Declaration and the Bylaws, subject however to any required prior governmental approval, and provided that upon such termination proper written consent must be duly recorded in the Public Records of Manatee County, Florida. In the event of dissolution, the assets owned by the Association, including without limitation, the control and right of access to all surface water management system facilities, shall be conveyed or dedicated to an appropriate agency of local government, and if such agency refuses to accept such assets, then such assets shall be dedicated to a non-profit corporation similar to the Association.

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**ARTICLE V:
BOARD OF DIRECTORS**

The business affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the By-Laws of the Association, but in no event shall there be less than three (3) Directors. All Directors shall be appointed, elected, removed, or replaced as the case may be, and shall serve for such terms as may be provided from time to time in the By-Laws.

The names and addresses of the persons constituting the first Board of Directors are as follows:

<u>Name:</u>	<u>Address:</u>
Terry Coyne	6215 Lorraine Road Bradenton, Florida 34202
Robert Weber	6215 Lorraine Road Bradenton, Florida 34202
Harold Wagner	6215 Lorraine Road Bradenton, Florida 34202

**ARTICLE VI:
OFFICERS**

The Association shall have the Officers described in the Bylaws, who shall be elected or appointed at such time and for such terms as provided in the Bylaws. The names of the first appointed Officers of the Association are as follows:

<u>Name:</u>	<u>Title:</u>
Terry Coyne	President
Robert Weber	Vice President
Harold Wagner	Secretary/Treasurer

**ARTICLE VII:
INCORPORATOR**

The name and address of the Incorporator is as follows: Thomas Danahy; 6215 Lorraine Road, Bradenton, Florida 34202.

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**ARTICLE VIII:
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial Registered Office of the Corporation is 6215 Lorraine Road, Bradenton, Florida 34202. The name of the initial Registered Agent of the Corporation is Thomas Danahy.

**ARTICLE IX:
AMENDMENTS**

Amendments to these Articles of Incorporation may be proposed by a majority of the Board of Directors of the Association and approved in the manner provided in Chapter 617, Florida Statutes; provided however, that (i) to the maximum extent lawful the Declarant may unilaterally amend these Articles and/or shall have the right to approve any proposed amendments hereto not initiated by the Declarant and (ii) if not unilaterally amended by the Declarant, the vote required to amend these Articles shall be 66 2/3% of the total votes of the Voting Members; and (iii) notwithstanding any provision of these Articles to the contrary, no amendment shall abridge, reduce, amend, affect or modify the rights of Declarant or Club Owner without the prior written consent of the Declarant or Club Owner, as applicable, which consent may be withheld for any reason whatsoever.

Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

**ARTICLE X:
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All Officers and Directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any Officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all Officers and Directors for any liability asserted against them or incurred by them in their capacity as Officers and Directors or arising out of their status as such.

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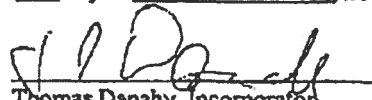
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**ARTICLE XI:
INTERPRETATION**

Express reference is hereby made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions of these Articles shall be consistent with the provisions of the Declaration, and these Articles shall be interpreted, construed and applied so as to avoid inconsistencies or conflicting results. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control. In case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, for the purposes of forming a corporation not for profit pursuant to the laws of the State of Florida, the undersigned Incorporator hereby duly executes the foregoing Articles of Incorporation this 23rd day of March, 2005.


Thomas Danahy, Incorporator

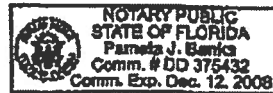
STATE OF FLORIDA :
COUNTY OF Manatee:

THE FOREGOING INSTRUMENT was acknowledged before me this 23rd day of March, 2005, by Thomas Danahy who is personally known to me, or, who has produced NA as identification.

My Commission expires:


NOTARY PUBLIC

(SEAL)



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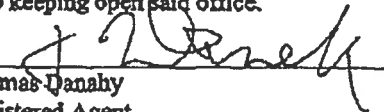
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR SERVICE OF PROCESS WITH THIS STATE, NAMED AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 617.0501, Florida Statutes, the following is submitted in compliance with said Act:

LAKE CLUB HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation at 6215 Lorraine Road, Bradenton, Florida 34202, has named Thomas Danahy, with registered office at: 6215 Lorraine Road, Bradenton, Florida 34202, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.


Thomas Danahy
Registered Agent

DATED this the 23rd day of March, 2005.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

L:\SMR\real estate\Lake Club\lake club art of inc 03-04-05.wpd\adhj\March 23, 2005

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EXHIBIT "C"

BYLAWS OF INCORPORATION

**BY-LAWS
OF
LAKE CLUB HOMEOWNERS' ASSOCIATION, INC.
A corporation not for profit organized under the laws of the State of Florida**

1. **Identity.** These are the By-Laws of **LAKE CLUB HOMEOWNERS' ASSOCIATION, INC.**, a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing January 1st of each year and terminating December 31st of the succeeding year.
 - 1.2 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the **Declaration of Covenants Conditions Restrictions and Easements for Lake Club** ("Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
 - 3.1 **Annual Meeting.** The annual meeting of the Voting Members shall be held on the date in the month of November, at the place and at the time determined by the Board of Directors from time to time. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted, or as stated in the notice of the meeting sent to Voting Members in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration is recorded.
 - 3.2 **Special Meetings.** Special Voting Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from the Voting Members having the power to cast a majority of the votes of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
 - 3.3 **Attendance by Owners.** All meetings of the Voting Members shall be open to all Owners. The right to attend such meetings does not necessarily include the right to speak at same.
 - 3.4 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of Voting Members

(annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given to the Voting Members by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on The Properties for at least forty-eight (48) continuous hours prior to the meeting. The notice of the annual meeting shall be hand delivered or sent by regular mail to each Voting Member. The posting and mailing of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items in the case of special meetings, shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to all Neighborhood Committees of, the specific location on The Properties upon which all notices of meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Voting Member, either in person or by proxy, shall constitute such Voting Member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of a meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at a Voting Members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of Voting Members entitled to cast a majority of the votes entitled to be cast at the subject meeting.

3.6 Voting.

(a) Number of Votes. Each Voting Member shall have and cast as many votes as there are Lots in the Neighborhood represented thereby. No Voting Member may divide or allocate such votes.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the Voting Members and not a majority of the members, Lots or Voting Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy at any meeting at

which a quorum shall have been attained. Similarly, if some greater percentage of members or votes is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Voting Members and not of the members, Lots or Voting Members themselves.

- (c) Voting Certificate. With respect to Neighborhood Committee elections in which members themselves vote, if a Lot is owned by one person, that person's right to vote shall be established by the roster of members. If a Lot is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the Board of Directors is otherwise notified. If a Lot is owned by a corporation or other business entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer of the corporation, or other person authorized by law to bind the entity, and filed with the Secretary of the Association. Such person need not be an Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot for which such certificate is required is not on file or has been revoked, the vote attributable to such Lots shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.7 Proxies. Votes to be cast by Voting Members at meetings of the Association, and votes to be cast at elections of Neighborhood Committees, may be cast in person or by proxy. Except as provided herein, Voting Members and Members may vote by general proxy or may vote by limited proxies substantially conforming to a limited proxy form approved by the Board of Directors. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Lot (as above described), name the person(s) voting by proxy and the person authorized to vote on behalf of such person(s) and filed with the Secretary (or, in the case of the election of a Neighborhood Committee after a Chair thereof has been elected, the Chair of the Committee) before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which

the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted. A Voting Member may only grant a proxy to a person elected as his alternate by the respective Neighborhood Committee, which shall notify the Secretary of the Association of the name of such alternate.

- 3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.9 Order of Business. If a quorum has been attained, the order of business at annual meetings, and, if applicable, at other Voting Members' or Neighborhood meetings, shall be:
- (a) Call to order by President (or Neighborhood Committee Chair);
 - (b) Appointment by the President of a Chair of the meeting (who need not be a member or a director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Unfinished business;
 - (h) Elections;
 - (i) New business;
 - (j) Adjournment.

Such order may be waived in whole or in part by direction of the Chair of the meeting.

- 3.10 Minutes of Meeting. The minutes of all meetings shall be kept in a book available for inspection by Owners or their authorized representatives and Board members at

any reasonable time for proper purposes, but not as to matters covered by attorney-client privilege. The Association shall retain these minutes for a period of not less than seven years.

- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful any action required or which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the persons entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving persons having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

- 4.1 Membership and Management by Directors. The property, business and affairs of the Association shall be managed and conducted by a Board of Directors of not less than three (3) nor more than nine (9) members as determined by Section 4.2 below. Each Director must be a natural person who is 18 years of age or older. Directors may not vote at Board meetings by proxy.
- 4.2 Election of Directors. The first Board of Directors shall be as set forth in the Articles of Incorporation. Except as otherwise provided herein and for the first Board of Directors and their Declarant-appointed replacements, Directors shall be elected by the Voting Members of the Association at the annual meeting of the Association as provided by these By-Laws. Notwithstanding the foregoing, until such time as the Class B Membership in the Association terminates, the Class B Voting Member shall have the right to appoint the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the annual meeting of the Association, without the necessity of a vote.

Initially, there shall be three (3) directors elected by the Class B Member (Declarant). The foregoing composition of the Board of Directors shall continue until the annual

meeting next following the date upon which fifty percent (50%) of the Lots to ultimately be located within The Properties have been conveyed to Class A Members, at which meeting the number of Directors shall automatically increase to five (5), with three (3) directors to be designated by the Class B Member and two (2) Directors to be elected by the Class A Members voting through their Voting Members.

At the annual meeting next following the date upon which ninety percent (90%) of the Lots to ultimately be located within The Properties have been conveyed to Class A Members, the Class A Members, voting through their Voting Members shall elect all five (5) members of the Board of Directors.

As used herein, the "total number of lots to ultimately be located within The Properties" shall be established by written notice from Declarant to the Association and shall be based upon a reasonable projection of same made by Declarant subject to change from time to time. The Association shall be entitled to rely upon the last notice to such effect received from Declarant when the Association conducts an election as aforesaid. Further, once the Class A Members have elected a Director(s), no change in the number of Lots to ultimately be located within The Properties shall decrease the number of Directors that the Class A Members are entitled to elect.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Voting Members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors at any Board meeting, provided that (i) all vacancies in directorships to which Directors were appointed by a specific class of Member, other than the Class A Members, shall be filled by that class of Member without the necessity of any meeting and (ii) a vacancy in a directorship elected by Class A Voting Members shall be filled with a Class A Member.
- (b) Any Director elected by the Voting Members in a specific class may be removed by concurrence of a majority of the votes of that class of Voting Members at a special meeting called for that purpose or by written agreement signed by the Voting Members entitled to cast a majority of the class's vote. The vacancy in the Board of Directors so created shall be filled by the applicable Voting Members at a special meeting called for such purpose, or by the Board of Directors, in accordance with (a), above, if such meeting does not occur within five (5) days of the removal.
- (c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by Voting Members other than the Class B Voting Member, neither the first Directors of the Association nor any other Directors

named by the Class B Voting Member, shall be subject to removal by Members other than the Class B Voting Member, but the first Directors and Directors replacing them may be removed and replaced by the Class B Voting Member without the necessity of any meeting.

- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction The Properties are located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.
- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall commence on January 1st following the meeting at which such Director was elected and extend until the next annual meeting of the Association and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Class B Voting Member shall serve until the same are removed by the Class B Voting Member or until same become legally incapacitated from serving in such position.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days' advance notice thereof, stating the time and place of the meeting.
- 4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors at which a quorum of the Board is present shall be open to all Owners, but such Owners shall not be entitled to speak at the meeting. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.
- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said

Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

- 4.8 Quorum and Voting. 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 acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

Each Director shall have one (1) vote on all matters coming before the Board, such vote to be cast only by the Director (i.e., not by proxy).

- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

- 4.10 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 of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;

- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Directors, Members or their authorized representatives, for proper purposes (subject to attorney-client privilege) at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.14 Committees Generally. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 4.15 Neighborhood Committees. In addition to the Modifications Committee (if created) and any general committee of the Association, the Board of Directors shall create Neighborhood Committees which shall be composed and operated as follows:
 - (a) As soon as practicable after seventy-five percent (75%) of the Lots in a Neighborhood have been conveyed to Class A Members, the President or Secretary of the Association shall call a meeting of all Owners in the Neighborhood by giving at least fourteen (14) days written notice of such meeting.
 - (b) The President of the Association or his designee shall preside over the meeting of the Owners in the Neighborhood, which meeting shall be conducted per Section 12 of these By-Laws. The quorum for the meeting shall be attained by the presence, either in person or by proxy (limited or general), of Owners representing the majority of Lot Owners in the subject Neighborhood. The requirement for a quorum for any meeting may also be met by mailing to the residents of the Neighborhood, no less than two weeks prior to the scheduled meeting, a ballot containing the names of all residents who have expressed a willingness to serve on the Neighborhood Committee. A space shall be provided for a write-in name or names. In this event, a simple plurality of those voting in person, by proxy or by return of the written ballot shall be sufficient to elect.
 - (c) The Owners shall elect a Neighborhood Committee which shall be comprised of not less than three (3) nor more than seven (7) persons elected by the Owners by casting votes (in person or by proxy, which may be a general proxy) for up to the number of vacancies then being filled on such Neighborhood Committee. The persons receiving the highest number of votes, as may be applicable in descending order until all vacancies are filled,

shall be declared elected as the Neighborhood Committee until the next annual meeting of the Neighborhood.

- (d) Within five (5) days of its election, the Neighborhood Committee shall hold an organizational meeting at which it shall, at a minimum (i) elect a Chair, (ii) elect the Voting Member for the Neighborhood and (iii) establish a date for the annual meeting of the Neighborhood, which shall be no later than the month of October in each year. The Chair shall then advise, in writing, the Secretary of the Association of the results of the foregoing actions.
- (e) At each subsequent annual meeting, which shall be conducted as aforesaid and at which the Chair of the Neighborhood Committee shall preside, a new election of the Neighborhood Committee shall be held per (b) and (c), above, and the Neighborhood Committee shall then proceed per (d), above. A Neighborhood Committee member may be re-elected as many times as he/she receives the requisite number of votes.
- (f) The Neighborhood Committee need not meet more than annually but may meet as often as it deems appropriate (and shall meet within a reasonable time after the Board of Directors requests that it do so for the purpose of responding to any questions put to it by the Board), but other than as provided in (d), above, the function of the Neighborhood Committee shall be advisory only.
- (g) In the event of a vacancy on a Neighborhood Committee, the remaining members thereof shall select an Owner from the Neighborhood to serve until the next annual meeting of such Neighborhood.

4.16 Rights of Members. The meetings of the Board of Directors and of Committees shall be open to all Members (although such open meeting requirements shall not necessarily include a right of the Members to speak at the meeting). Notice of any meeting of the Board of Directors or any Committees shall be posted in a conspicuous place within The Properties (as such place is determined by resolution of the Board of Directors) at least forty-eight (48) continuous hours prior to the meeting. Further, any Member may tape-record or videotape meetings of the Board of Directors or of the Members, subject to reasonable rules applicable to same adopted by the Board of Directors. The provisions of this paragraph (other than those requiring posting of a notice) shall not apply to any meeting and/or to the extent of any meeting where the matters to be discussed are subject to attorney/client privilege.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except

such acts which by law, the Declaration, the Club Plan, the Articles or these By-Laws may not be delegated to the Board of Directors by the Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining (whether entirely or in supplement to other maintenance) all types of Common Areas and other Association property, and the Club as may be required pursuant to the Club Plan.
- (b) Determining the expenses required for the operation of the Association and The Properties.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and the Association's property.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of The Properties.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in property, including without limitation, the Club, as provided in the Club Plan, in the name of the Association, or its designee, for the use and benefit of its members.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property, including, without limitation, Lots at foreclosure or other judicial sales, all in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in delegable matters.
- (j) Obtaining and reviewing insurance for the Common Areas.
- (k) Making repairs, additions and improvements to, or alterations of Common Areas and repairs to and restoration of same, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Owners, allocating revenue and expenses,

determining the amount of Assessments, collecting Assessments and /or Club Dues, as appropriate, against or due from, each Owner including but not limited to, fines, lien enforcement, and other necessary legal proceedings, and to pay or cause to be paid, all obligations of Association, and taking such other actions as shall be deemed necessary and proper for the sound management of the Association, and as may be required pursuant to the Club Plan.

- (m) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of Common Areas (except for anticipated expenses which shall be assessed to Owners) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Voting Members having the power to cast at least two-thirds (2/3rds) of the votes cast by the Voting Members shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed an amount equal to ten percent (10%) of the budgeted gross expenses of the Association for the fiscal year in which the vote is taken.
- (n) Contracting for the management and maintenance of the Common Areas and the Association and authorizing a duly licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of covenants, restrictions and rules and maintenance, repair, and replacement of the Common Areas and other Association property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles and these By-Laws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (o) Contracting with the District, if applicable, the County and other governmental and quasi-governmental entities in employing the Association to perform property management functions.
- (p) Operate, maintain, repair and replace the Club, as may be required and provided in the Club Plan.
- (q) Issue or cause to be issued upon demand by any person, an estoppel certificate stating the status of payment as to Assessments and/or Club Dues. A reasonable charge may be made by the Association for issuing the estoppel certificate.

- (r) Exercising (i) all powers specifically set forth in the Declaration, the Club Plan, the Articles, these By-Laws and applicable statutes, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit. Such powers, duties and authority including, without limitation, adoption of budgets, levy of assessments and collection and remittance of Club Dues, if required by Club Owner and as may be provided pursuant to the Club Plan.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom, except the President, need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. 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 the secretary of an association and as may be required by the Directors or the President.

- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Election and Appointment of Officers. The officers of the Association shall be elected or appointed by the Board of Directors, in accordance with applicable provisions of these By-Laws, for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The President shall be a director; other officers may or may not be directors of the Association. If the office of President becomes vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If more than one Vice President is then currently in office, the Board of Directors shall appoint one (1) Vice President to act in the capacity of President. If any office other than that of President becomes vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy for the remaining term of such office.
7. Fiduciary Duty. The officers and directors of the Association have a fiduciary relationship to the Owners.
8. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers may be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
9. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

- 10.1 Budget. The Board of Directors shall adopt an annual budget for the Association at least sixty (60) days prior to the beginning of each fiscal year, with at least thirty (30) days' notice of the Assessments to be levied thereunder to be given to all Members.

Such budget shall contain projected revenues and reasonably distinct line items for the expenses of operating the Association and the Common Areas including, without limitation, those for insurance, maintenance, professional fees, management fees, salaries and other employee expenses and general office and overhead items.

Each such budget shall also contain or be accompanied by a compilation of projected revenues and expenses for each Neighborhood for which Neighborhood Assessments will be levied.

To the extent that reserves are established per Section 10.2, below, then a schedule of same shall be prepared with each item to be shown as being for General Common Areas or Neighborhood Common Areas, as appropriate.

The Association shall provide a copy of the budget to each Member or shall give each Member notice of the availability thereof.

- 10.2 Reserves. The Board of Directors may elect to establish reserves for general contingencies and/or for the deferred maintenance and replacement (in whole or in part) of components of Common Areas. Such reserves may be funded through contributions from initial purchasers of Lots/Units, as a part of General or Neighborhood Assessments, or otherwise as the Board determines. The fact that a reserve has been established for a particular purpose shall not preclude the use of funds in same for another purpose if (i) the Board approves such other use and (ii) where such funds were collected as part of Neighborhood Assessments, they are only used for a purpose(s) related to the Neighborhood from which they were received.

- 10.3 Depository. The depository of the Association shall be such institutions in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

The Board of Directors shall, by appropriate resolution (which may be on a form of resolution provided by a depository institution) designate the persons authorized to sign Association checks and may require two (2) signatures on all checks or those for amounts in excess of that set by the Board.

- 10.4 Fidelity Bonds. Fidelity bonds may be obtained by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event less than the amounts required by standards adopted by applicable mortgage lenders or insurers. The premiums on

such bonds shall be paid by the Association.

- 10.5 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Owners or their authorized representatives at reasonable times for proper purposes and written summaries of them (i.e., financial statements) or notice of the availability of such written summaries, shall be supplied at least annually within sixty (60) days after the end of the Association's fiscal year. The records shall include, but not be limited to, a record of all receipts and expenditures.
- 10.6 Application of Payment. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
11. Roster of Unit Owners. Each Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a roster of Owners. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
12. Parliamentary Rules. Except when specifically or impliedly waived by the chair of a meeting (either of members, Voting Members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with applicable law, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
13. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by the Voting Members having the right to cast not less than one-third (1/3) of the votes of the members of the Association. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

- (a) by not less than a majority of the votes of all members of the Association represented at a meeting of Voting Members at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors, or
- (b) by the Class B Member.

13.3 General Restrictions on Amendments.

- (a) Prior to the transition of control of the Association from the Declarant to the nondeveloper Members, Declarant shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this provision is to be construed as broadly as possible.
- (b) Notwithstanding any other provision of these By-Laws to the contrary, for so long as Declarant or its affiliates is the Owner of any Lot, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise affect any rights, benefits, privileges or priorities granted or reserved to the Declarant, or adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees, without the prior written consent of the Declarant or mortgagees, as applicable, in each instance, which consent will be reflected in the Public Records.
- (c) No amendment shall be made that is in conflict with the Articles or Declaration.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall not be effective until the certificate and a copy of the amendment are recorded in the Public Records of the County.

14. Rules and Regulations. The Board of Directors may, from time to time, adopt, modify, amend or add to, reasonable rules and regulations concerning the operation of the Association and the use of The Properties. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Owner upon request and the Board shall use reasonable efforts to publicize any rules adopted, amended or repealed by it. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

15. Official Records.

15.1 Types of Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records

of the Association and shall be kept for at least seven (7) years, except as otherwise stated:

- (a) Copies of plans, permits, warranties, and other items provided by the Declarant;
- (b) A photocopy of the recorded Declaration and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Voting Members, which minutes shall be retained for a period of not less than 7 years.
- (g) A current roster of all Owners, their mailing addresses, Lot identifications and, if known, telephone numbers;
- (h) All current insurance policies of the Association or copies thereof;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Owners as a group have an obligation or responsibility and bids received by the Association for work to be performed which shall be kept for one (1) year;
- (j) Deeds, Bills of Sale or other transfer instruments for all property owned by the Association;
- (k) Accounting records for the Association and accounting records for each Lot, according to good accounting practices. The accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures;
 - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Lot designating the name of the Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due; and

(iii) All audits, reviews, accounting statements, and financial reports of the Association.

(l) Any other record which is open to inspection by the Members pursuant to law.

15.2 Inspection of Records. All of the foregoing records shall be open to inspection by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of written request for access to such records. Such right of inspection shall include the right to make photocopies of records at the Association's actual cost of access and copying. Such inspection and copying rights shall, however, be subject to reasonable rules and regulations adopted by the Board of Directors from time to time and the right to inspect and copy records shall not extend to those records which are subject to attorney/client privilege.

16. Construction. Wherever the context so permits herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

18. Dispute Resolutions and Limitation on Litigation.

18.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association, Declarant, all Owners subject to the Declaration and any person not otherwise subject to the Declaration who agrees to submit to this Section (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving The Properties, the Declaration, Articles of Incorporation, these By-Laws or the Association, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Declaration, the Articles, these By-Laws or rules and regulations (each, a "Claim"), except for those Claims authorized in Section 18.2, shall be resolved using the procedures set forth in Section 18.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

18.2 Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 18.3:

(a) any suit by the Association against any Bound Party to enforce the obligation to pay Assessments, interest or related costs;

- (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Declaration;
- (c) any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under federal law or the laws of the State of Florida in absence of a claim based on the Declaration, these By-Laws, on Articles or rules and regulations of the Association, if the amount in controversy exceeds \$5,000;
- (d) any suit arising out of any written contract between Owners, or between the Declarant and any Builder, which would constitute a cause of action under the laws of the State of Florida in absence of the Declaration, these By-Laws, and the Articles of the Association;
- (e) any suit involving two or more parties if all parties are not Bound Parties; and
- (f) the imposition of fines per the Declaration.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 18.3, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of Section 18.3 shall require the approval of the Board of Directors.

18.3 Mandatory Procedures for All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures:

- (a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:
 - (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;
 - (ii) the basis of the Claim (i.e., the provisions of the Declaration, these By-Laws, the Articles, rules and regulations or other authority out of which the Claim arises);
 - (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and

- (iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
- (b) Negotiation.
- (i) Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.
 - (ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.
- (c) Mediation.
- (i) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of an independent mediation service designated by the Association, the local Chapter of the Community Associations Institute, or such other independent agency providing similar services upon which the Parties may mutually agree.
 - (ii) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons not a Party to the foregoing proceedings.
 - (iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

- (iv) Each Party shall, within five (5) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(d) Final and Binding Arbitration.

- (i) If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the Florida Arbitration Code or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, however, that nothing herein shall release or discharge Respondent from any liability to persons not a Party to the foregoing proceedings.
- (ii) This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the State of Florida. The arbitration award (the "Award") shall be final and binding, the judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

18.4 Allocation of Costs of Resolving Claims.

- (a) Each Party shall bear its own costs incurred prior to and during the proceedings described in Section 18.3 (a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges imposed by the mediator(s) pursuant to Section 18.3(c).
- (b) Each Party shall bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 18.3(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs", except as otherwise provided in subsection 18.4(c).

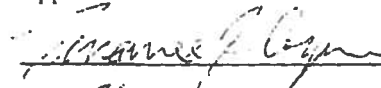
18.5 Enforcement of Resolution. If the Parties agree to resolve any Claim through

negotiation or mediation in accordance with Section 18.3 and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following an arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 18.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys fees and court costs.

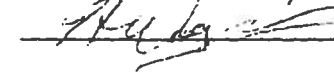
- 18.6 Fines. The Association is hereby specifically authorized to fine Members and Article X of the Declaration is hereby incorporated herein and made a part hereof for the purpose of these By-Laws complying with Section 617.2102, Florida Statutes.

The foregoing was adopted as the By-Laws of **LAKE CLUB HOMEOWNERS' ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, as of the 22nd day of MARCH, 2005.

Approved:



President



Secretary

[CORPORATE SEAL]

L:\SMR\real estate\Lake Club\lake club bylaws 03-04-05.wpd

CONSENT TO SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON



LAKEWOOD RANCH STEWARDSHIP DISTRICT, an independent special district created by Local Bill No. 1429, codified at Chapter 2005-338, Laws of Florida, as amended ("District") is the Owner and holder of that certain lien upon the property by virtue of Benefit Special Assessments in favor of Owner, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of **Lake View Estates at The Lake Club, Lucerne Loop** and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

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

IN WITNESS WHEREOF, Owner has caused these presents to be executed by its duly authorized officer this 28th day of FEBRUARY, 2018.

ATTEST:

By: [Signature]
J. Scott Almand, Assistant Secretary

LAKEWOOD RANCH STEWARDSHIP DISTRICT

By: [Signature]
Anthony J. Chiofalo, Vice Chairman

Address: 14400 Covenant Way
Lakewood Ranch, Florida 34202

(SEAL)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28th day of FEBRUARY, 2018, by Anthony J. Chiofalo, as Vice Chairman and J. Scott Almand, as Assistant Secretary, of Lakewood Ranch Stewardship District, an independent special district created by Local Bill No. 1429, codified at Chapter 2005-338, Laws of Florida, as amended, who are personally known to me or have produced _____ as identification and did (did not) take an oath.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Kathleen J. Horn
My Commission Expires: _____
Commission Number: _____

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

APPROVED AND ACCEPTED FOR AND ON BEHALF OF THE COUNTY OF
MANATEE, FLORIDA, THIS 24th DAY OF July, 2018.

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: *Priscilla Ince*
Chairman

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: *Robin Roth, DC*
Deputy Clerk



EXHIBIT "A"

LAKE VIEW ESTATES AT THE LAKE CLUB, LUCERNE LOOP

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

A tract of land containing all of Lots 52 through 68, inclusive, Tract 404 and Tract D502, Lake View Estates at The Lake Club, as recorded in Plat Book 62, Page 171, in the Public Records of Manatee County, Florida and lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of said Lot 52, also being a point on the southerly right-of-way line of Como Circle (Tract 300, a 50.00-foot-wide private roadway, drainage and utility easement, and public utility easement); thence N.88°11'08"E., along said southerly right-of-way line, a distance of 178.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00", also being a point on the westerly right-of-way line of Lucerne Loop (Tract 300, a 50.00-foot-wide private roadway, drainage and utility easement, and public utility easement); thence along the westerly, southerly and easterly right-of-way lines of said Lucerne Loop for the following thirteen (13) calls: (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence S.01°48'52"E., a distance of 35.05 feet to the point of curvature of a curve to the left having a radius of 550.00 feet and a central angle of 15°49'08"; (3) thence southerly along the arc of said curve, a distance of 151.85 feet to the point of tangency of said curve; (4) thence S.17°38'00"E., a distance of 356.30 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00"; (5) thence southwesterly along the arc of said curve, a distance of 471.24 feet to the point of tangency of said curve; (6) thence S.72°22'00"W., a distance of 130.60 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00"; (7) thence northwesterly along the arc of said curve, a distance of 471.24 feet to the point of tangency of said curve; (8) thence N.17°38'00"W., a distance of 37.55 feet to the point of curvature of a curve to the right having a radius of 500.00 feet and a central angle of 17°38'00"; (9) thence northerly along the arc of said curve, a distance of 153.88 feet to the point of tangency of said curve; (10) thence N.00°00'00"E., a distance of 514.82 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 26°55'30"; (11) thence northerly along the arc of said curve, a distance of 46.99 feet to the point of tangency of said curve; (12) thence N.26°55'30"E., a distance of 2.75 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 78°27'47"; (13) thence northeasterly along the arc of said curve, a distance of 34.24 feet to the point of reverse curvature of a curve to the left having a radius of 225.00 feet and a central angle of 17°12'09", said point also being a point on the abovementioned southerly right-of-way line of Como Circle; thence along said southerly right-of-way line for the following two (2) calls: (1) thence easterly along the arc of said curve, a distance of 67.55 feet to the point of tangency of said curve; (2) thence N.88°11'08"E., a distance of 285.14 feet to the POINT OF BEGINNING.

July 24, 2018 - Regular Meeting
Agenda Item #14

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

Subject

Final Re-Plat - Lake View Estates at the Lake Club, Lucerne Loop

Briefings

None

PLAT BOOK: 63
PAGES: 89 thru 93

Contact and/or Presenter Information

Greg Marcotte, Planner I, Ext. 6215

Action Requested

1. Execute and record Final Subdivision Re-Plat;
2. Record Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions, and Easements for Lake Club;
3. Accept, Execute, and Record Consent to Subdivision Plat and All Dedications and Reservations Thereon from Lakewood Ranch Stewardship District;
4. Accept and Record Mortgagee Joinder in and Ratification of the Plat of Lake View Estates at the Lake Club, Lucerne Loop;
5. Accept and Record Mortgagee's Consent to Supplemental Declaration for Lake Club.

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-04-116.

Background Discussion

- This Final Subdivision Re-Plat is for 17 Lots for Single Family Homes and Lake Dimensions.
- The Developer has posted Surety Bonds to warrant the required public and private infrastructure improvements - sewer, water, roadway, surveying, landscape-irrigation, and drainage.
- All common areas will be maintained by Lakewood Ranch Stewardship District.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

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 07032018.pdf](#)

Attachment: [Legal 07032018.pdf](#)

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

FOR STAFF USE ONLY

Date: _____ File Number: _____

File Name: _____

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

NAME OF THE PROJECT: Lake View Estates At The Lake Club, Lucerne Loop Replat, a Replat of Lots 52 through 68

TYPE OF APPROVAL DESIRED: Final Record Plat

LIST CASE NUMBERS OF PREVIOUS APPROVALS: PDMU-92-01(P)(R)/17-S-19(P)/FSP-16-05(R)(MEPS-528)

A. Property Information

1. Legal Description: See attached Exhibit "A"

2. D. P. Number(s): 588800559

3. Section: 34 Township: 35 South Range: 19 East

4. Subdivision Name (if Platted): Lake View Estates At The Lake Club, Lucerne Loop Replat, a Replat of Lots 52 through 68

5. Lot: N/A 6. Block: N/A

7. Address or Location of Property (See Address Coordinator, if physical address is needed):

East of Lorraine Road and North of University Parkway

8. Present Zoning Classification: Planned Development Mixed (PDMU/WP-E/ST)

9. (If Rezone) Proposed Zoning Classification: N/A

10. (If Comprehensive Plan Map Amendment) Proposed Future Land Use Category: N/A

11. Future Land Use Category: RES-1

12. Flood Zone Category: Zone X Map/Panel Numbers: 12081C0345E

13. Property Size (to the nearest tenth of acre or sq. ft.): 14.1 acres

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: Vacant - PDMU c. East: Vacant - PDMU

b. South: Vacant - PDMU d. West: Vacant - PDMU

16. Description of Proposed Activity or Use (Attach separate Sheet if Necessary):

17 Lot Single Family Detached Subdivision

B. Names/Addresses

List all person(s) having ownership in subject property

1. Name of Property Owner: SD TLC HOLDINGS, LLC
Address: 2639 Professional Circle, Suite 101, Naples, FL
Zip: 34119 Telephone: (239) 449-5225 Fax: _____
Email Address: cjohnson@stockdevelopment.com

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

3. Name of Agent: Robert W. Coleman, PSM, Project Manager, Stantec Consulting Services
Address: 6900 Professional Parkway East, Sarasota, Florida
Zip: 34240 Telephone: 941-907-6900 Fax: 941-907-6910
Email Address: bob.coleman@stantec.com

4. Name of Engineer: Keith Litzell, P.E., Project Manager, Stantec Consulting Services
Address: 6900 Professional Parkway East, Sarasota, Florida
Zip: 34240 Telephone: 941-907-6900 Fax: 941-907-6910
Email Address: Keith.Litzell@stantec.com

5. Name of Architect: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

6. Name of Landscape Architect: Scott Buttari, ASLA, Senior Associate, Stantec Consulting Services
Address: 6900 Professional Parkway East, Sarasota, Florida
Zip: 34240 Telephone: 941-907-6900 Fax: 941-907-6910
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>

EXHIBIT "A"

LAKE VIEW ESTATES AT THE LAKE CLUB, LUCERNE LOOP

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

Property Owner (Company or individual) (print): SD TLC Holdings, LLC
Mailing Address (print): 2639 Professional Circle, Suite 101, Naples, FL 34119
Officer's Name and Title (print): _____

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

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: See attached Exhibit "A"
2. That this property constitutes the property for which a request for Final Record 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 Robert W. Coleman, PSM
Stantec Consulting Services Inc. as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

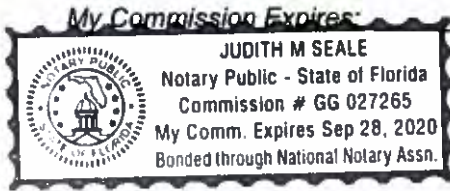
Brian Stark / Manager
Owner's Signature/Print Title

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 9th Day of March 2018 by Brian Stark (date) who is personally known to me or who
(name of person acknowledging)

has produced _____ as identification.
(type of identification)



Judith M Seale
Signature of Person Taking Acknowledgment
Judith M SEALE
Name

Title or Rank

EXHIBIT "A"

LAKE VIEW ESTATES AT THE LAKE CLUB, LUCERNE LOOP

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TITLE CERTIFICATION

SUBDIVISION NAME: Lake View Estates at The Lake Club, Lucerne Loop

LEGAL DESCRIPTION: (Attach as Exhibit "A")

I, Charles A. B. Thomson, Esq., the *(Attorney-at-Law or Abstractor of Title Insurance Company)* hereby confirm that apparent record title to the land described above and shown on the proposed plat of Lake View Estates at The Lake Club, Lucerne Loop *(Subdivision Name)* is in the name of SD TLC Holdings, LLC, a Florida limited liability company *(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:*

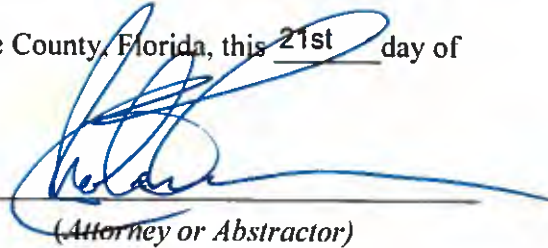
MORTGAGEES:
See Exhibit "B", attached hereto.

OFFICIAL RECORD BOOK AND PAGE (S):
See Exhibit "B", attached hereto.

LIENS:
See Exhibit "C", attached hereto.

See Exhibit "C", attached hereto.

WITNESS my hand and official seal at Manatee County, Florida, this 21st day of March, 2018.

Signature 
(Attorney or Abstractor)

Charles A. B. Thomson, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103

(Type Name, Title, Law Firm or Title Insurance Company and Address)

FL. Bar No. or FL Certificate
No. 93104

EXHIBIT "A" TO TITLE CERTIFICATION

Legal Description

A tract of land containing all of Lots 52 through 68, inclusive, Tract 404 and Tract D502, Lake View Estates at The Lake Club, as recorded in Plat Book 62, Page 171, in the Public Records of Manatee County, Florida and lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of said Lot 52, also being a point on the southerly right-of-way line of Como Circle (Tract 300, a 50.00-foot-wide Private Roadway, Drainage and Utility Easement, and Public Utility Easement); thence N.88°11'08"E., along said southerly right-of-way line, a distance of 178.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00", also being a point on the westerly right-of-way line of Lucerne Loop (Tract 300, a 50.00-foot-wide Private Roadway, Drainage and Utility Easement, and Public Utility Easement); thence along the westerly, northerly and easterly right-of-way lines of said Lucerne Loop for the following thirteen (13) calls: (1) thence southeasterly along the arc of said curve, a distance of 39.27 feet to the point of tangency of said curve; (2) thence S.01°48'52"E., a distance of 35.05 feet to the point of curvature of a curve to the left having a radius of 550.00 feet and a central angle of 15°49'08"; (3) thence southerly along the arc of said curve, a distance of 151.85 feet to the point of tangency of said curve; (4) thence S.17°38'00"E., a distance of 356.30 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00"; (5) thence southwesterly along the arc of said curve, a distance of 471.24 feet to the point of tangency of said curve; (6) thence S.72°22'00"W., a distance of 130.60 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00"; (7) thence northwesterly along the arc of said curve, a distance of 471.24 feet to the point of tangency of said curve; (8) thence N.17°38'00"W., a distance of 37.55 feet to the point of curvature of a curve to the right having a radius of 500.00 feet and a central angle of 17°38'00"; (9) thence northerly along the arc of said curve, a distance of 153.88 feet to the point of tangency of said curve; (10) thence N.00°00'00"E., a distance of 514.82 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 26°55'30"; (11) thence northerly along the arc of said curve, a distance of 46.99 feet to the point of tangency of said curve; (12) thence N.26°55'30"E., a distance of 2.75 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 78°27'47"; (13) thence northeasterly along the arc of said curve, a distance of 34.24 feet to the point of reverse curvature of a curve to the left having a radius of 225.00 feet and a central angle of 17°12'09", said point also being a point on the abovementioned southerly right-of-way line of Como Circle; thence along said southerly right-of-way line for the following two (2) calls: (1) thence easterly along the arc of said curve, a distance of 67.55 feet to the point of tangency of said curve; (2) thence N.88°11'08"E., a distance of 285.14 feet to the POINT OF BEGINNING.

EXHIBIT "B" TO TITLE CERTIFICATION

Mortgagee(s): Regions Bank, an Alabama banking corporation

Recording Information: Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, from SD TLC Holdings, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, dated June 2, 2017, and recorded June 5, 2017, in Official Records Book 2677, Page 3183, of the Public Records of Manatee County, Florida.

EXHIBIT "C" TO TITLE CERTIFICATION

1. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, from SD TLC Holdings, LLC, a Florida limited liability company, to Regions Bank, an Alabama banking corporation, dated June 2, 2017, and recorded June 5, 2017, in Official Records Book 2677, Page 3183, of the Public Records of Manatee County, Florida.
2. Real estate taxes and assessments for the year 2018.
3. Non-ad valorem special assessments levied by the Lakewood Ranch Stewardship District in accordance with Chapters 170 and 197, Florida Statutes, as set forth in, *inter alia*, that certain Lakewood Ranch Stewardship District Notice of Lien of Special Assessments for Lakewood Ranch Stewardship Special Assessment Revenue Refunding Bond, Series 2017 (Lake Club Project), recorded in Official Records Book 2694, Page 5585, Public Records of Manatee County, Florida.

NOTE: The information above is based solely upon review of that certain Property Information Report issued by Chicago Title Ins. Co. with an effective through March 6, 2018 at 8:00 A.M. (Order No. 6868751).

"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: 11/03/2004 Expiration Date: NOVEMBER 30, 2024**

CERTIFICATE NUMBER: CLOS-04-116 MASTER CLOS

Project Name: UNIVERSITY LAKES DRI#22

Project File No.: ORDINANCE 07-72/PDMU-92-01(Z)(G)(R12)

Type of Development Order: PLANNED DEVELOPMENT MIXED USE

Location: Sec. 36 Twp. 35 S Range 18 E

DP# SEE LEGAL IN DEVELOPMENT ORDER Land Acres SEE DO

ADDRESS UNIVERSITY PKWY WATER TREATMENT PLANT SE

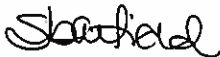
MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE? YES XX NO

Per compliance with the stipulations and requirements contained in PDMU-92-01(Z)(G)(R12), PDMU-92-01(Z)(G)(R13) and DRI #22 (Ordinance 07-72)

Must comply with the transportation requirements per the concurrency review contained in the above documents, including but not limited to section A(1-19) of PDMU-92-01(Z)(G)(R12).

APPROVAL:

This development complies with the Comprehensive Plan Concurrency requirements:



Approved by: Public Works Dept, Transportation Planning Division

Phases 1 - 4

Revised 12/6/2011 to include 4 year extension granted with HB 7207 request

Revised 02/24/2012 to include 326 day extension granted with F.S. 252.363 request (EO's 11-128, 11-172 & 11-202)

Revised 1/18/2013 to include one year and 121 day extension granted with F.S. 252.363 request (Debby - EO's 12-140, 12-192, and 12-217; Isaac - EO 12-199)

Revised 2/12/2016 to include 60 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm Erika - EO 15-173)

Revised 10/17/2016 to include 60 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm Colin - EO 16-136)

**Revised 12/30/2016 to include 60 day and 6 month extension granted with F.S. 252.363 request (Tropical Storm Hermine - EO 16-205 & 16-206)



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

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

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

June 28, 2017

SD TLC Holdings, LLC
Attn: Brian Stock
2639 Professional Circle, #101
Naples, FL 34119

**Subject: Notice of Intended Agency Action - Approval
ERP Individual Construction Major Modification**
Project Name: Lake View Estates
App ID/Permit No: 746160 / 43027399.045
County: Manatee
Sec/Twp/Rge: S34/T35S/R19E

Dear Permittee(s):

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

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

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

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: U. S. Army Corps of Engineers
Elizabeth Eardley
Geza Bankuty
Daniel J. Bond, P.E., Stantec Consulting Services, Inc.



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June 28, 2017

SD TLC Holdings, LLC
Attn: Brian Stock
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ERP Individual Construction Major Modification**

Project Name: Lake View Estates
App ID/Permit No: 746160 / 43027399.045
County: Manatee
Sec/Twp/Rge: S34/T35S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

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

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

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

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: **Approved Permit w/Conditions Attached**
 As-Built Certification and Request for Conversion to Operation Phase
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: **U. S. Army Corps of Engineers**
 Elizabeth Eardley
 Geza Bankuty
 Daniel J. Bond, P.E., Stantec Consulting Services, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43027399.045**

EXPIRATION DATE: June 28, 2022

PERMIT ISSUE DATE: June 28, 2017

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

PROJECT NAME: Lake View Estates
GRANTED TO: SD TLC Holdings, LLC
Attn: Brian Stock
2639 Professional Circle, #101
Naples, FL 34119

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorizes modifications to Environmental Resource Permit (ERP) No. 43027399.000 entitled Lake Club at Lakewood Ranch Phase 1 A issued on January 25, 2005. This permit also authorizes modifications to Environmental Resource Permit (ERP) No. 43027399.038 entitled Grandview at The Lake Club issued on October 12, 2016. The modifications approved in this permit are as follows:

1. Construction of the phase known as 'Lake View Estates' is identified separately from the remainder of the project, and includes 68 single family residential lots, three (3) wet ponds, and a floodplain compensation pond.
2. The phase known as 'Lake View Estates' will be transferred to operation phase under this ERP No. 43027399.045. Construction of the remainder of the project shall continue to be authorized under ERP No. 43027399.000.
3. This modification supercedes the previously permitted phasing modification ERP 43041079.038 and all conditions are replaced by the conditions herein.

Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Lakewood Ranch Stewardship District
OTHER OP. & MAIN. ENTITY: N/A
COUNTY: Manatee
SEC/TWP/RGE: S34/T35S/R19E

TOTAL ACRES OWNED OR UNDER CONTROL:	139.90
PROJECT SIZE:	139.90 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	May 11, 2017
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
L-803	43.86	MAN-MADE WET DETENTION
L-101	0.67	NO TREATMENT SPECIFIED
L-806	4.07	NO TREATMENT SPECIFIED
FCA	0.50	NO TREATMENT SPECIFIED
	Total: 49.10	

Water Quality/Quantity Comments:

Pond L-803 is an existing borrow pit proposed to be expanded and provides water quality treatment and attenuation for the project. Ponds L-101 and L-806 provide conveyance and attenuation only. Pond FCA is a proposed floodplain compensation area pond. Elevations referenced on the construction plans and in the drainage modeling are based on the 1929 National Geodetic Vertical Datum (N.G.V.D); conversion to 1988 North American Geodetic Vertical Datum (NAVD) is less 0.96 feet.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.68	0.69	Equivalent Excavation	N/A

Floodplain Comments:

Pond FCA provides 0.69 acre-feet floodplain compensation for 0.68 acre-feet of floodplain encroachment. Site specific drainage modeling was also used to demonstrate no adverse water quantity impacts.

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
SE-W1	6.26	6.26	0.00	0.00	0.00	0.00
SE-W3+66	6.04	6.04	0.00	0.00	0.00	0.00
SE-W15	1.76	1.75	0.00	0.00	0.01	0.00
SE-W39	2.21	2.21	0.00	0.00	0.00	0.00
SW-64+54	5.22	5.22	0.00	0.00	0.00	0.00
SE-W129	0.78	0.78	0.00	0.00	0.00	0.00
OSW 1	0.16	0.00	0.16	0.00	0.00	0.00
Total:	22.43	22.26	0.16	0.00	0.01	0.00

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

Wetland/Other Surface Water Comments:

There are 22.27 acres of wetlands (FLUCCS 641) located within the project area for this ERP modification. Temporary filling impacts to 0.01 acre of wetlands will occur for the construction of stormwater structures.

There is a 0.16 acre surface water feature (FLUCCS 510), consisting of an upland cut ditch, located within the project area. Permanent filling impacts to 0.16 acre of the surface water feature will occur for the construction of the stormwater management system.

Mitigation Information

Mitigation Comments:

Wetland mitigation will not be required for permanent filling impacts to 0.01 acre of wetlands pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Mitigation is not required for permanent filling impacts to the upland cut ditches pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetlands and wetland buffers described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. wetland buffers
 - c. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

5. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands and buffer areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."
6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
7. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominium

The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

8. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."

9. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
10. This Permit Modification ERP 43027399.045 is for a phase of previously issued Permit No. 43027399.000 and affects only the project area identified in this modification application submittal.

This Permit Modification ERP 43027399.045 amends the previously issued ERP 43027399.038 and all conditions are replaced by the conditions herein. The construction plans previously permitted under ERP 43027399.038 are no longer authorized for construction.

11. All lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the District Service Office that services this permit), as part of the deed restrictions:

"The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD."

12. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
13. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
14. The Permitted Plan Set for this project includes the set received by the District on May 11, 2017.
15. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

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

16. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
17. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
18. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
19. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
20. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
21. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
22. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
23. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be

recorded (by the District) in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

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

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

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

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

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

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

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Lake View Estates

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S34/T35S/R19E

SEC(S)/TWP(S)/RGE(S)

SD TLC Holdings, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 746160 / 43027399.045

DATE ISSUED: June 28, 2017



Michelle K. Hopkins, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

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