

Joy Warren
2903 122nd Terrace E
Parrish, Florida 34219

Fax Transmittal

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To: Advantage Realty
Fax #
Re: MLS Listing

From: Joy Warren
Date: 7/8/08
No. of pages: 13
(including cover)

Attached please find:

- ① Sellers Property Disclosure form - 5 pgs
- ② Chelsea Oaks - Use a Seed - 7 pgs.
Restrictions



NAME: Michael R. Warren
 SELLER HAS HAS NOT OCCUPIED THE PROPERTY.
 DATE SELLER PURCHASED PROPERTY? 5/29/07
 IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____
 DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES YEAR _____

GENERAL INFORMATION ABOUT PROPERTY:
 PROPERTY ADDRESS: 2903 122nd Terrace E, Parrish, FL 34219
 LEGAL DESCRIPTION: Single family

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

- a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO YES If yes, explain: _____
- b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO YES If yes, explain: _____

2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

- a. of any deed or homeowner restrictions? NO YES
- b. of any proposed changes to any of the restrictions? NO YES
- c. of any resale restrictions? NO YES
- d. of any restrictions on leasing the property? NO YES
- e. If any answer to questions 2a-2e is yes, please explain: _____
- f. Are access roads private public ? If private, describe the terms and conditions of the maintenance agreement: _____
- g. If there is a homeowner association, is membership mandatory? NO YES , and are fees charged by the homeowner association? NO YES if yes, explain: 291.50 quarterly

3. PROPERTY-RELATED ITEMS

Are You Aware:

- a. if you have ever had the property surveyed? NO YES Date: _____
 - b. if the property was surveyed, did you receive an elevation certificate? NO YES Date: _____
 - c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO YES
 - d. of any portion of the property that is fenced? NO YES
- If any answer to questions 3a-3d is yes, please explain: _____

Buyer (____) (____) and Seller MW (____) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

4. THE LAND:

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES
 - i. of any sinkhole insurance claim that has been made on subject property? NO YES
 - ii. if claim made, was claim paid? NO YES
 - iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO YES
 - b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO YES
 - c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO YES
- If any answer to questions 4a-4c is yes, please explain: _____
- _____
- _____

5. ENVIRONMENT:

Was the property built before 1978? NO YES

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____
 - i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____
 - ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO YES If yes, explain: _____
 - b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES
 - c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO YES
- If any answer to questions 5a-5c is yes, please explain: _____
- _____
- _____

6. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO YES if yes, identify the zoning classification _____
 - b. of any zoning violations or nonconforming uses? NO YES
 - c. if the property is zoned for its current use? NO YES
 - d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO YES
 - e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO YES
 - f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO YES
- If any answer to questions 6a-6f is yes, please explain: _____
- _____
- _____

Buyer () () and Seller *[Signature]* acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

7. FLOOD:

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO YES
- b. does the property require flood insurance? NO YES
- c. whether any improvements including additions, are located below the base flood elevation? NO YES
- d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO YES
- e. if any portion of the property is seaward of the coastal construction control line? NO YES

If any answer to questions 7a-7e is yes, please explain: _____

8. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

- a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO YES If yes, explain: _____

- b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO YES Date of inspection _____ If so, what was the outcome of the inspection? _____
- c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO YES Date and type of treatment before home was purchased _____ Company name: _____

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO YES
- b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO YES
- c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO YES
- d. of any active permits on the property which have not been closed by a final inspection? NO YES

If any answer to questions 9a-9d is yes, please explain: _____

10. ROOF-RELATED ITEMS:

Are You Aware:

- a. of any roof or overhang defects? NO YES
- b. if the roof has leaked since you owned the property? NO YES
- c. if anything was done to correct the leaks? NO YES
- d. If the roof has been replaced? NO YES If yes, when: _____
- e. If there is a warranty on the roof? NO YES If yes, is it transferable? NO YES
- f. If the roof been inspected within the last twelve months? NO YES

If any answer to questions 10a-10f is yes, please explain: _____

Buyer () () and Seller (New) () acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

11. PLUMBING-RELATED ITEMS:

a. What is your drinking water source? Public Private Well Other Source If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? _____

b. Do you have a water conditioning system? NO YES If yes, type: _____ Owned Leased c. What is the balance owed on the system? \$ _____

d. Do you have a sewer or septic system ? If septic system describe the location of each system: _____

e. Are you aware of any septic tanks or wells on the property which are not currently being used? NO YES If yes, explain: _____

f. Are you aware of any plumbing leaks since you have owned the property? NO YES If yes, explain: _____

g. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO YES If yes, explain: _____

12. POOLS/HOT TUBS/SPAS:

a. Does the property have a swimming pool? NO YES Hot tub? NO YES Spa? NO YES

b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO YES For the spa? NO YES For the hot tub? NO YES

c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements Approved safety pool cover Required door and window exit alarms Required door locks none

d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO YES If yes, explain: _____

13. MAJOR APPLIANCES:

Indicate existing equipment:

Range Oven Microwave Dishwasher Garbage Disposal Trash Compactor Refrigerator Freezer Washer Dryer

Are any of those appliances leased? NO YES Are any of these gas appliances? NO YES

Is the water heater: owned leased ; Is the water heater: electric gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO YES If yes, explain: _____

14. ELECTRICAL SYSTEM:

Are You Aware:

a. of any damaged or malfunctioning switches, receptacles, or wiring? NO YES

b. of any conditions that materially affect the value or operating capacity of the electrical system? NO YES

If answers to questions 14a or 14b is yes, please explain: _____

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

Air conditioning:

Central Window/Wall Number of units _____

Heating:

Electric Fuel Oil Gas Other

Solar Heating:

Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: _____

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO YES If yes, explain: _____

Buyer (____) (____) and Seller, MPW (____) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO YES Leased Owned Connected to Central Monitor Monthly Fee \$ _____
 Smoke Detectors: NO YES Number of smoke detectors? _____
 Lawn Sprinkler System: NO YES Sprinkler water source: reclaimed / lake If well is source, is there an iron filter? NO YES Is there a timer? NO YES Is the timer automatic? NO YES
 Garage door openers? NO YES Number of transmitters? 2, Humidistat? NO YES Humidifier? NO YES
 Electric air filters? NO YES Vent fans? NO YES
 Paddle fans? NO YES Number of paddle fans? _____

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: Michael R. Warren / Michael R. Warren Date: 7/3/08
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer (____) (____) and Seller Michael R. Warren acknowledge receipt of a copy of this page, which is Page 5 of 5 Pages.

Chelsea Oaks
2903 122nd Terrace E
Parish, FL 34219

6.06 NO LIABILITY. Notwithstanding anything contained herein to the contrary, the ARB shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any MEMBER or OWNER due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvements, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards, guidelines and/or criteria of the party exercising architectural control, or are in fact architecturally or aesthetically, appropriate, or comply with any applicable governmental requirements, and the ARB shall not be liable for any deficiency, or injury to person and/or property resulting from any deficiency in such plans or specifications.

6.07 CONSTRUCTION OF DWELLINGS ON UNIMPROVED LOTS. Only BUILDERS approved by DECLARANT shall be authorized to construct DWELLINGS on LOTS. This provision is inserted in an attempt to ensure that financially secure BUILDERS capable of constructing quality DWELLINGS are used in the CHELSEA OAKS PROJECT. All DWELLINGS constructed by BUILDERS must comply with the Chelsea Oaks Approved Builder Program Agreement, and the Development Standards and Architectural Criteria referenced in Section 6.01 hereof. A list of the approved BUILDERS is available from DECLARANT and may be changed from time to time by DECLARANT, in its sole discretion. Without limiting the generality of the foregoing, construction of a DWELLING must commence within fifteen (15) months from the purchase of a LOT by an PERSON other than the BUILDER. For purposes hereof, "commencement of construction" shall mean the installation of footers and/or a foundation and a slab for the DWELLING, all in accordance with the proper permit issued by Manatee County, and other governmental authority. After the commencement of construction, OWNER shall diligently and timely pursue completion of the DWELLING, and the issuance of a certificate of occupancy from Manatee County. The fifteen (15) month time period referenced herein shall not be extended by an subsequent sale or transfer of the LOT, and shall be binding upon the initial owner of the LOT, and any successors and assigns. Failure to commence construction within the fifteen (15) month time frame, and/or to timely complete construction thereafter, shall be an event triggering the right of repurchase vested in DECLARANT pursuant to Paragraph 9.16 of this DECLARATION.

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7. USE RESTRICTIONS AND OWNER MAINTENANCE

7.01 RESIDENTIAL PURPOSES. All LOTS shall be used for residential and related recreational use only, and not for commercial, trade or business purposes, except as otherwise permitted herein. For purposes hereof, "residential" shall mean:

"Occupancy of a DWELLING for single family residential use which shall be limited to one person; two (2) people no matter how related; or three or more persons all of whom are related to each other by blood, marriage or legal adoption. In no event shall a DWELLING

be occupied by more than two (2) permanent occupants per bedroom."

No business or trade shall be conducted anywhere on the SUBJECT PROPERTY, except as follows:

- (a) Those which are determined to be acceptable by the ASSOCIATION.
- (b) Those which are found to be in compliance with the applicable underlying zoning of the SUBJECT PROPERTY.

7.01.01 The ASSOCIATION is excluded from the general prohibition on the conduct of business given its duties and responsibilities under this DECLARATION, ARTICLES, BYLAWS, and applicable law.

7.01.02 OWNERS, their family members, tenants and occupants may conduct limited profession or business activities if confined solely within their LOT, but only if the activity cannot be seen, heard or smelled by other residents of the SUBJECT PROPERTY, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the SUBJECT PROPERTY, nor shall any activities be permitted that would increase the insurance risks of other OWNERS, or the ASSOCIATION, or constitute a dangerous activity, or nuisance, or violate the Zoning Code of Manatee County, Florida.

7.01.03 The DECLARANT is excluded as elsewhere provided.

7.02 SUBDIVISION OR COMBINATION OF LOTS. No LOTS shall be divided, subdivided or reduced in size. Two (2) contiguous LOTS may be combined to form a site for one DWELLING but the LOTS shall otherwise retain their separate identity for voting, assessment and other purposes. Any combination of LOTS must have the prior written approval of either DECLARANT or ASSOCIATION.

7.03 PORTABLE OUTBUILDINGS. No portable outbuildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for occupancy, storage or otherwise, without the prior written consent of the ARB.

7.04 CLOTHES LINES. No clothes lines or clothes poles shall be erected, maintained or permitted on the exterior of any LOT unless hidden from view of adjacent LOT, other PROPERTY and COMMON PROPERTY in a manner acceptable to the party exercising architectural control.

7.05 SIGNS. No sign advertising the sale, lease or rental of any LOT, and/or DWELLING thereupon, no garage sale or similar sign and no political sign, advertising or commercial sign shall be posted, displayed, inscribed, or affixed to, or be visible from,

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the exterior of a LOT or upon any COMMON PROPERTY, without the prior written consent of the BOARD, or the party exercising architectural control. Other types of signs may be permitted, subject to the approval of the party exercising architectural control as elsewhere provided.

7.06 PETS. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household pets, which shall be limited to dogs, domestic cats, birds, fish and other animals from time to time permitted by BOARD Rule. No pet may be kept or maintained for commercial purposes and no pet may constitute an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Pets shall be permitted outside a DWELLING only if located within an enclosed area, or on a leash under the control of the pet's owner. The owner of the pet shall be strictly responsible for its actions, and shall indemnify and hold harmless ASSOCIATION, and its BOARD, agents, employees and MEMBERS, from any liability or damages occasioned by the actions of the pet. Owners of pets shall also be responsible for picking up and properly disposing of any excrement deposited by the pet upon any portion of the COMMON PROPERTY, or on any LOT or PROPERTY other than their own. The BOARD may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

7.07 NUISANCES. No nuisances shall be allowed upon any PROPERTY, nor any use or practice which is an unreasonable source of annoyance to other OWNERS or which interferes with the peaceful possession and proper use of the residents of the SUBJECT PROPERTY. No improper, offensive or unlawful use shall be made of any PROPERTY, and all laws, zoning ordinances and regulations of all controlling governmental bodies shall be observed.

7.08 LAKES. The use of any lake or canal within the SUBJECT PROPERTY shall be subject to all rules, regulations and restrictions adopted by the BOARD. In particular, and without limitation, no swimming or boating will be allowed in any lake. Fishing by OWNERS of waterfront LOTS and by their family members, their tenants, guests and invitees from the shore of the Lakes shall be permitted, subject to reasonable rules and regulations of the ASSOCIATION. For purposes of this DECLARATION, LOTS, abutting littoral zones or any lake shore shall be deemed to be waterfront LOTS. The OWNERS of waterfront LOTS shall be responsible for routine maintenance (mowing and trimming) any COMMON PROPERTY between the LOT and the ordinary high waterline of the adjacent Lake or a line designated by the ASSOCIATION beyond which the ASSOCIATION is solely responsible for maintaining.

7.09 BOATS. Boats may be kept or stored only in an enclosed garage constituting part of a DWELLING.

7.10 MOTOR VEHICLES. Except as set forth below, only a conventional passenger automobile may be parked on the SUBJECT PROPERTY and only when it has a current license tag affixed to it. A "conventional passenger automobile" shall be

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limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two (2) doors, four doors, hatchback, convertible, station wagons, or pickup trucks and minivans which do not exceed seventeen feet (17') in length, and utility vehicles, such as Ford Bronco, Chevrolet Blazer, Jeep or similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, adding off-road tires, roll bars and the like.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle primarily used in a trade or business or having advertising or promotional information, symbols materials affixed thereto), trucks (any motor vehicle designed used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks and vans exceeding eighteen feet (18') in length), motorcycles, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, and any and all other vehicles other than the aforescribed conventional passenger automobiles, shall be prohibited from parking in any area in the SUBJECT PROPERTY.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a LOT or PROPERTY, but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles, any other prohibited vehicles may be temporarily parked in a parking area when they are being actively cleaned, loaded or unloaded; (3) motor homes and other recreational vehicles operated by persons residing out of CHELSEA OAKS, may temporarily park their vehicle in the driveway of their host with prior permission of the BOARD but in no event more than seven (7) consecutive days and more than fourteen (14) days in any calendar year; and (4) any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this section may be parked inside an OWNERS garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the DWELLING.

No vehicle belonging to an OWNER or to a member of the family of an OWNER or guest, tenant or employee of any OWNER shall be parked in such manner as to impede or prevent access to another OWNERS' parking areas. The OWNERS, their employees, servants, agent, visitors, licensees, and the OWNERS' families will obey parking regulations posted at the private and public streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the OWNERS. No vehicle which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than twenty-four (24) hours, and no repair of vehicles shall be made within the SUBJECT PROPERTY.

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No parking is permissible on the lawn or streets at any time except for: (1) service vehicles and then only if necessary to service a LOT or PROPERTY within the SUBJECT PROPERTY; or (2) guest or employee parking on the street for terms of less than eight hours if off street parking for any DWELLING is fully utilized.

Any and all vehicles parked or stored on the SUBJECT PROPERTY which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing, by the ASSOCIATION, at the expense of the vehicle owner, at any time after twenty-four (24) hours has elapsed from notification to the OWNER of the LOT upon which the improperly parked vehicle is located.

7.11 ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any LOT or PROPERTY.

7.12 OUTSIDE ANTENNAS. No outside antennas or satellite or signal-receiving dishes are permitted on any LOT or PROPERTY unless approved in writing by the person exercising architectural control as elsewhere provided herein, except as authorized under Federal law.

7.13 WELLS. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the DECLARANT or ASSOCIATION, except wells which may be constructed by the DECLARANT in its sole discretion.

7.14 MAINTENANCE PROVISIONS. Except for portions of any PROPERTY to be maintained by the ASSOCIATION as elsewhere provided, all buildings and other improvements existing under, upon or over any PROPERTY from time to time shall at all times be maintained by the OWNER thereof in accordance with all applicable governmental requirements, and in a first class condition and in good working order, so as to preserve the beauty, quality and value of all SUBJECT PROPERTY. Without limiting the foregoing, the following standards shall apply with respect to the maintenance of any PROPERTY.

7.14.01 BUILDINGS AND OTHER STRUCTURES AND/OR IMPROVEMENTS. All buildings and other structures and/or improvements shall be maintained in first class condition, especially as to the exterior appearance. Painting or other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building, structure or improvement.

7.14.02 SIDEWALKS, ROADS AND PARKING AREAS. All sidewalks, driveways, parking areas, and other paved or hard surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and

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cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

7.14.03 LANDSCAPING. All landscaping shall be subject to architectural control as elsewhere provided in this DECLARATION. Xeriscaping areas should be encouraged for purposes of water conservation. All diseased or dead sod, plants, trees, shrubs or flowers shall be promptly replaced. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control by OWNER from edge of the road curb to the rear yard wall, inclusive of any adjacent COMMON PROPERTY area, or to the water's edge of any Lake or other adjoining water body. All DWELLINGS shall include an automated irrigation system in accordance with the ARB Criteria.

7.14.04 TREES. A minimum of three (3), three inch (3") caliper hardwood trees shall be planted and thereafter maintained within the LOT and no tree or shrub, the trunk of which exceeds two inches (2") in diameter, measured one foot (1') above grade, shall be cut down or otherwise destroyed without first obtaining a Tree Removal Permit from the Manatee County Planning Department. If approval of the permit is obtained, the tree(s) removed from the LOT must be replaced. Additionally, street trees may not be removed without first obtaining a Tree Removal Permit from the Manatee County Planning Department. If approval of the permit is obtained, the street tree(s) removed must be replaced.

7.14.05 TRASH. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any LOT or PROPERTY except in closed dumpsters or other sanitary garbage collection facilities. All dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the surrounding area. Garbage bags, recyclable bins, or private trash containers required to be placed near any street for collection purposes shall not be placed outside more than twenty-four (24) hours prior to scheduled collection times and shall be returned the same day after collection.

7.14.06 UTILITY LINES AND SERVICE. All utility lines and services shall be maintained in good working condition.

7.15 RULES AND REGULATIONS. Reasonable rules and regulations concerning the maintenance and use of the SUBJECT PROPERTY may be made and amended from time to time by the ASSOCIATION, through its BOARD. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER or BOARD upon request.

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7.16 WAIVER. The BOARD shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT or PROPERTY where, in the discretion of the BOARD, circumstances exist which justify such waiver or permitted deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of DECLARANT, the ASSOCIATION, the BOARD, or any other person having the right of DECLARANT, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

7.17 RESPONSIBILITY FOR MAINTENANCE AND COMPLIANCE.

7.17.01 OWNERS. The OWNER of any LOT or PROPERTY shall be responsible for complying with all of the provisions of this Section 7.14 with respect to such PROPERTY.

8. ENFORCEMENT.

8.01 NON-MONETARY DEFAULTS. In the event of a violation by any MEMBER, or OWNER (other than the non-payment of any assessment or other monies) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, or Rules or Regulations adopted by the BOARD, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable, and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the ASSOCIATION, the ASSOCIATION may, at its option, proceed under one or more of the following options:

8.01.01 Commence an action to enforce the performance on the part of the MEMBER, or OWNER, or for such equitable relief as may be necessary under the circumstance, including injunctive relief, and/or

8.01.02 Commence an action to recover damages; and/or

8.01.03 Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building, structure or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, or the commencement of any action against any MEMBER or OWNER, including reasonable attorneys' fees, shall be assessed against the applicable MEMBER or OWNER, and shall be due upon written

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