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November 03, 2015 08:23:08 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
DAVID G. MULLER, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240

CERTIFICATE OF AMENDMENT REFLECTING THE ADOPTION OF AMENDED AND RESTATED DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS, AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BYLAWS FOR DEER HOLLOW

The undersigned officers of Deer Hollow Homeowners Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Deer Hollow, according to the original Declaration of Maintenance and Land Use Provisions, thereof as recorded in the public records of Sarasota County in O.R. Book 1759, Pages 0664, et seq., as amended, hereby certify that:

1. The Amended and Restated Declaration of Maintenance and Land Use Provisions, replacing the original Declaration of Maintenance and Land Use Provisions and later adopted amendments, was approved by a majority of the lot owners, as required by Article VI, Section 6.3 of the Declaration of Maintenance and Land Use Provisions and in accordance with applicable law at a duly noticed Special Membership Meeting held on September 15, 2015.

2. The Surveyor's Plats, as previously referenced are attached hereto as Exhibit A to the Amended and Restated Declaration of Maintenance and Land Use Provisions.

3. The Amended and Restated Articles of Incorporation, replacing the original Articles of Incorporation, and later adopted amendments, were approved by two-thirds of all members of the Association, as required by Article XI of the Articles of Incorporation and in accordance with applicable law at a duly noticed Special Membership Meeting held on September 15, 2015 and are attached hereto as Exhibit B to the Amended and Restated Declaration of Maintenance and Land Use Provisions.

4. The Amended and Restated Bylaws, replacing the original Bylaws, and later adopted amendments, were approved by a simple majority of all voting rights of all members of the Association, as required by Article IX of the Bylaws and in accordance with applicable law at a duly noticed Membership Meeting held on September 15, 2015 and are attached hereto as Exhibit C to the Amended and Restated Declaration of Maintenance and Land Use Provisions.

DEER HOLLOW HOMEOWNERS
ASSOCIATION, INC.

By: Jonard Solie
Jonard Solie, President

ATTEST: Laurine Heal
Laurine Heal, Secretary

Witness Signature

Russell Elmy
Printed Name

Melanie
Witness Signature

Melanie L. Johnston
Printed Name

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 26th day of October 2015 by Jonard Solie, as President and Laurine Heal, as Secretary of DEER HOLLOW HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL Drivers License as identification. If no type of identification is indicated, the above-named persons are personally known to me.

MELANIE L. JOHNSTON
Notary Public - State of Florida
My Comm. Expires Feb 15, 2019
Commission # FF 169466

Melanie
Notary Public
Printed Name Melanie L. Johnston
State of Florida
My Commission Expires 02/15/19

ACTIVE: D10543/109243:7680848_1

AMENDED AND RESTATED
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
FOR DEER HOLLOW

SUBSTANTIAL REWORDING OF DECLARATION
SEE ORIGINAL DECLARATION FOR ORIGINAL TEXT

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community was created by a Declaration of Maintenance and Land Use Provisions of Deer Hollow (the "Declaration"), recorded March 11, 1985, in Official Records Book 1759, Pages 0664, *et seq.*, Sarasota County, Florida Public Records and subsequently amended and recorded thereafter. The Community is further described in the exhibits attached to Declaration, recorded on March 11, 1985, in Official Records Book 1759, Pages 0664, *et seq.*, Sarasota County, Florida Public Records and in the subsequent amendments to the Declaration, including the following:

Amendment to the Declaration, recorded on March 29, 1985, in Official Records Book 1764, Pages 1957, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on June 12, 1985, in Official Records Book 1786, Pages 1129, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on June 12, 1985, in Official Records Book 1786, Pages 1132, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on June 21, 1985, in Official Records Book 1788, Pages 0986, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on July 10, 1985, in Official Records Book 1791, Pages 2272, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on July 10, 1985, in Official Records Book 1791, Pages 2275, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on November 27, 1985, in Official Records Book 1819, Pages 2722, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on July 11, 1986, in Official Records Book 1869, Pages 2877, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on July 15, 1986, in Official Records Book 1870, Pages 1722, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on July 15, 1986, in Official Records Book 1870, Pages 1725, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on July 15, 1986, in Official Records Book 1870, Pages 1729, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on July 22, 1987, in Official Records Book 1962, Pages 1758, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on July 22, 1987, in Official Records Book 1962, Pages 1761, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on October 14, 1987, in Official Records Book 1982, Pages 0309, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on October 14, 1987, in Official Records Book 1982, Pages 0312, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on August 3, 1989, in Official Records Book 2141, Pages 1338, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on August 3, 1989, in Official Records Book 2141, Pages 1341, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on November 17, 1989, in Official Records Book 2167, Pages 0433, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on November 17, 1989, in Official Records Book 2167, Pages 0436, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on January 22, 1990, in Official Records Book 2181, Pages 2101, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on February 26, 1990, in Official Records Book 2190, Pages 0247, et seq., Sarasota County, Florida Public Records;

Corrective Amendment to the Declaration, recorded on February 27, 1990, in Official Records Book 2190, Pages 0721, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on February 5, 1992, in Official Records Book 2365, Pages 2997, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on February 5, 1992, in Official Records Book 2365, Pages 2999, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on March 24, 1993, in Official Records Book 2490, Pages 1450, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on March 24, 1993, in Official Records Book 2490, Pages 1452, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on May 5, 1993, in Official Records Book 2503, Pages 2130, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on May 5, 1993, in Official Records Book 2503, Pages 2135, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on November 3, 1993, in Official Records Book 2565, Pages 1583, et seq., Sarasota County, Florida Public Records;

Supplement to the Declaration, recorded on November 3, 1993, in Official Records Book 2565, Pages 1587, et seq., Sarasota County, Florida Public Records;

Amendment to the Declaration, recorded on July 22, 1994, in Official Records Book 2653, Pages 1861, et seq., Sarasota County, Florida Public Records; and

Amendment to the Declaration, recorded on November 16, 1994, in Official Records Book 2686, Pages 2773, et seq., Sarasota County, Florida Public Records.

Certificate of Recordation/Affidavit, recorded on November 24, 2014, at Instrument #2014140152, Sarasota County, Florida Public Records

The Community is further described in Plats which are attached hereto as **Exhibit "A"** and the legal descriptions referenced within the originally recorded Declaration and all amendments thereto.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The name of the Homeowners Association created to operate the Community is Deer Hollow Homeowners Association, Inc., hereinafter called the "Association."

1. DEFINITIONS

1.1 **"Act"**, or **"Homeowners Association Act"**, or **"HOA Act"** means Chapter 720 Florida Statutes (2014), as it now exists or as it may be amended from time to time including the definitions therein contained.

1.2 **"Architectural Review Committee"**, or **"ARC"** means and refers to a committee appointed by the Board of Directors of the Association, for the purposes set forth in this Declaration as to the Architectural Review Committee. In the absence of an ARC Committee, the Board of Directors acts as the ARC.

1.3 **"Articles"** means the Amended and Restated Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof.

1.4 **"Assessment"** means the assessments levied by the Association against the Parcels, and shall be deemed to include both Regular Assessments and Special Assessments.

1.5 **"Association"** shall mean and refer to Deer Hollow Homeowners Association, Inc., a Florida Corporation Not For Profit, its successors and assigns.

1.6 **"Board"** means the Board of Directors of the Association.

1.7 **"Bylaws"** means the Amended and Restated Bylaws of the Association, a copy of which is attached hereto as **Exhibit "C"** and made a part hereof.

1.8 **"Charge"** means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.9 **"Common Area"** or **"Common Properties"** means real property owned by the Association for the common use and enjoyment of the Owners, or property which has been dedicated to the Association or Parcel Owners for common use or enjoyment.

1.10 **"Common Expenses"** means the expenses payable by the Members to the Association for the purposes and in the manner set forth in this Declaration, the Articles or Bylaws.

1.11 **"Community"** or **"Subdivision"** means the real property described in the Plat, including Lots and Common Areas.

1.12 **"Declaration"** means this Amended and Restated Declaration of Deer Hollow Homeowners Association, Inc. and all other terms and provisions contained in this document, as the same may be amended from time to time.

1.13 **"Dwelling Unit"** or **"Unit"** means the home that is placed on a Lot, and which is intended for occupancy by a Single Family.

1.14 **"Governing Documents"** means this Declaration; the Plats, copies of which are attached hereto as **Exhibit "A"**; Articles of Incorporation attached **as Exhibit "B"**; Bylaws attached hereto as **Exhibit "C"**; any Rules and Regulations (which Rules may, but do not have to be, recorded in the Sarasota County Official Records).

1.15 **"Guest"** means a person who enters upon a Parcel at the invitation of a Parcel Owner, Resident or Occupant, for the purpose of visiting.

1.16 "Improvement" means any structural component built or constructed on a Lot or added to a Dwelling Unit, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences, and recreational equipment which is affixed to the Lot.

1.17 "Invitee" means a person or persons that enter the Community for purposes of personal business with the Owner or Occupant.

1.18 "Lot" means any plot of land located within the Community and designated as a "Lot" on the Plat of the Community and intended for residential use, but shall not include the Common Areas as hereinafter defined.

1.19 "Member" means those Owners who are holders of membership interests in the Association; as such interests are set forth in Article 2.

1.20 "Occupant" means the person(s) occupying a Dwelling Unit as a Resident or Guest.

1.21 "Owner", "Lot Owner" or **"Parcel Owner"** means the record Owner of fee simple title to any Parcel and the Dwelling Unit thereon, whether one or more persons or entities.

1.22 "Parcel" means the underlying real property, the Parcel, and the Dwelling Unit thereon, if any, which is owned in fee simple and as designated as a Parcel in the records of County.

1.23 "Resident" means the person or persons occupying a Dwelling Unit and may be an Owner, Guest or Tenant.

1.24 "Rules and Regulations" means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution.

1.25 "Tenant" means a person occupying a unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc.

2. MEMBERSHIP AND VOTING RIGHTS

2.1 Member. Every Owner of a Parcel subject to Assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Parcel that is subject to an Assessment. Owners agree to maintain such membership in good standing as long as they own such property.

2.2 Transfer. Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Association and said membership is then vested in the transferee.

2.3 Multiple Owners. When more than one person or entity shall at any time be the Owner of a Parcel subject to a membership interest, the vote attributed to such Parcel shall be exercised as provided in the Bylaws.

3. ASSESSMENTS

3.1 Common Expense. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas and the administration of affairs of the Association shall constitute Common Expenses. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

3.2 Allocation of Assessments. Except for any maintenance Charge which may be imposed on any Parcel pursuant to this Declaration of Covenants, Assessments of the Association shall be apportioned on a 1/410 basis.

3.3 Purpose of Assessment. There is hereby imposed upon each Parcel and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Parcel to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association's Expenses as listed but not necessarily limited to:

3.3.1 Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge for Common Areas.

3.3.2 The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

3.3.3 The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.

3.3.4 Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

3.3.5 Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

3.3.6 The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.

3.3.7 The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

3.3.8 The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

3.3.9 Special Assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

3.3.10 Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.

3.3.11 Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws.

3.4 Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

3.5 Amendment of Budget. Adjustments may be made by the Board in Assessments from time to time to allow for any changes for Common Expenses.

3.6 Time of Payment. Assessments shall be payable by Parcel Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

3.7 Special Assessments. In addition to the Regular Assessments the Board may levy a Special Assessment for defraying in whole or in part Common Expenses not met or expected to be met by Regular Assessments

3.8 Lien. Assessments for Common Expenses, including Regular Assessments, Special Assessments, and Charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorney's fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot or Unit against which such Assessments or Charges are made. Each Assessment or Charge against a Lot or Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Lot or Unit assessed or charged and shall be the joint and several liability of all Owners of the Lot or Unit. Except as provided below, any person or entity which acquires title to a Lot or

Unit, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. Said lien shall be effective from the date of recordation amongst the Public Records of Sarasota County, Florida. The lien shall set forth the amounts due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional amounts that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection. Upon recordation, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot or Unit. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other person, persons or entity obtains title to a Lot or Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or Unit or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2014), as amended from time to time.

3.9 Remedies for Delinquency. In the event any Owner fails to pay Assessments or any installment thereof charged to the Parcel ten days after the same becomes due an administrative late charge as provided by law or $25.00 or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

3.9.1 To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

3.9.2 To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

3.9.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

3.9.4 To file an action at law to collect said Assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

3.9.5 The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Parcel in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

3.9.6 The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Parcels in this Association are deemed to assent to terms of this provision.

3.9.7 Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

4. EASEMENTS, PROPERTY RIGHTS

4.1 Utility Easements. Association reserves a perpetual easement on, over and under roads, sidewalks and pathways in Deer Hollow to erect, construct, maintain and use towers, poles, wires, cables, conduits, mains, lines, ditches, drains, and equipment, for the installation, maintenance, transmission and use of utilities including, but not limited to, utilities associated with electrical, water, sewer, telephone, television, gas, communication or other services. Association may assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities. Association further reserves the right to establish such additional easements as may be necessary to accommodate the utilities mentioned herein which easements will be shown on the recorded Plat of Deer Hollow. Utility and drainage easement eight (8) feet in width along front

4.2 Underground Utilities. All utility lines and lead in wires, cables, electrical and television lines serving individual residences and located within the confines of any Lot shall be located underground, provided however, that a temporary overhead power line to a structure under construction is permissible.

4.3 Ownership and Use; Common Areas.

4.3.1 Owners and their respective Tenants, Guests, Invitees and licensees, and the holders of liens on the property, shall have a nonexclusive, perpetual right of ingress and egress over and across all roads, sidewalks and walkways in Deer Hollow. This provision shall permit access to portions of the Property by those having a legitimate need for access, including those providing transportation services, utility services, United States mail carriers, and representatives of fire departments, police departments, and all other governmental agencies. Association may grant similar rights to other parties by instruments recorded in the Public Records of Sarasota County, Florida.

4.3.2 Association shall have the exclusive right vis-à-vis Owners in Deer Hollow to control the maintenance of all lakes, ponds, canals and drainage control devices on the Property that are a part of the Common Areas. This provision shall not affect Association's obligation to comply with all laws and regulations relative to the maintenance and any modification or improvement of lakes, ponds, canals and drainage control devices.

4.3.3 Association shall have the right to prevent use of portions of the Common

Areas by the general public.

4.3.4 Subject to any Rules and Regulations adopted by the Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of Lot Owners.

4.3.5 Lot Owners in Deer Hollow, their Guests, Invitees and/or Tenants may use the Common Area lakes and ponds within Deer Hollow for such private and recreational purposes as are permitted by law, which do not interfere with the peaceful enjoyment of other Lot Owners and which are consistent with such reasonable Rules and Regulations governing such use as may be adopted from time to time by the Association. No commercial use, however, shall be made of any such bodies of water. In addition, no boat or craft of any kind, including, but not limited to, motor boats, canoes, paddle boats, etc., shall be used on any such bodies of water. Any docks or wharfs which may be constructed by the Association may not be modified in any way without the prior written consent of the Association, and no docks, wharfs or structures of any type may be installed or maintained which protrude into any water areas without the prior written consent of the Association.

4.3.6 No part of the Common Areas shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals. No fires shall be lit except in designated picnic areas. Barbecue/outdoor grills are allowed to be utilized within the boundaries of the subject Lots but are subject to further restrictions which may be promulgated by the Board of Directors. No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by the Association or their representatives. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect drainage of the Common Areas. No improvements or structures other than those built by or approved by the Association shall be constructed on the Common Areas. No discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by Association, may be made into any lake, pond or other water body in the Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approve by Association. These provisions regarding Association approval shall not affect Association's or the Owner's obligation to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by Association may be given.

4.3.7 Certain Common Areas in Deer Hollow have been designated by the Developer as preservation areas. Lot Owners shall not use these preservation areas in any manner which will constitute a threat to the natural vegetation lying within the preservation area. No motorized vehicles shall be allowed in the preservation areas.

4.3.8 Designated on the Plat of Deer Hollow Unit No. V as Tract W is a detention area, portions of which are shared with an adjoining development known as Deer Hollow, Unit VI being managed by Deer Hollow VI Homeowners Association, Inc. The Deer Hollow Homeowners Association, Inc. shall be responsible for maintenance of the detention area jointly with Deer Hollow VI Homeowners Association, Inc. and shall arrange for the maintenance and pay sixty percent (60%) of cost of the maintenance, the remaining forty percent (40%) to be paid annually to Deer Hollow Homeowners Association, Inc. by Deer Hollow VI Homeowners Association pursuant to its Declaration.

5. USE RESTRICTIONS

All Owners agree to abide by this Declaration, the Articles of Incorporation, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time.

5.1 Garages. Garages may be enclosed or converted into a living or habitable area but only after obtaining written permission of the ARC. If approval of the ARC is not obtained, the Owner/Resident may be subject to a fine by the Fining Committee. ARC will provide Owner with a checklist of required documentation needed for their approval when conversion is requested. Any screening of the garage door entrance must be approved by the ARC.

5.2 Animals. No reptiles, birds, livestock, poultry or animals shall be raised, bred, or kept on any Parcel in any Dwelling Unit or on the Common Area, except domestic canines and felines as household pets and ornamental birds in cages. No animals are to be kept, bred or maintained for any commercial purpose and none shall be allowed to become a nuisance to other Residents of the neighborhood. No animals shall be allowed to create noise audible on any adjoining Lot to such an extent as to be offensive to a person of ordinary sensitivity.

In the sole opinion of the Board should any pet become a nuisance or source of annoyance to any other Owners or Residents the Association shall have the authority to take legal action and the Board may contact animal services if the problem persists. Pet owners shall not allow any pet to use the Common Areas except when on a hand held leash accompanied by its Owner and then only so long as the pet does not make a mess or otherwise disturb the Common Areas. All pets, when outside the home, are required to be on a leash except in the Owner's fenced-in yard.

Pet owners shall not allow any pet to enter upon any other Parcel, leave any droppings or otherwise disturb the Common Areas. Pet owners must have with them when they are walking their pet when not on their own Parcel, a means to remove droppings and dispose of them in a sanitary manner, and must in fact do so.

5.3 Vehicles. No trucks (except pick up trucks of 7,500 pounds or less weight rated capacity), no recreation vehicles, no motor homes, or any other transportable personal property except passenger automobiles, shall be permitted in the driveways, and must be kept in garages at all times, except when entering or leaving the Community. Boats and boat trailers are prohibited from being parked in open view upon a Lot except that Owners and Residents may park and/or store their boat and boat trailer behind their house so as not to be exposed to view from the front of the Lot. The Architectural Review Committee and/or the Board of Directors will determine whether a boat is properly shielded from open view from the front of the Lot. If approval of the ARC is not obtained, the Owner/Resident may be subject to a fine by the Fining Committee. Automobiles and any other vehicles must be operational. No vehicle repairs (except minor emergencies) shall be made in any portion of the Community. Travel trailers, motor homes, and other recreational vehicles may be placed upon a Parcel for loading or unloading but shall not remain on said Parcel longer than 24 hours, except if kept in the garage. No vehicle whatsoever may be parked on any portion of a Lot outside of the garage except on the paved driveway thereupon. No vehicles may be parked on the grass. The Board shall have the final authority in determining acceptability of any vehicle or allowing for temporary parking of service vehicles.

5.4 Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than one (1) square foot may be used to designate the name of the Resident, and one (1) sign of not more than four (4) square feet advertising the property for sale or rent, which shall be located in the front yard. Security signs are permissible, as provided in the Act. Garage sale signs are permitted. All garage sale signs cannot be put up earlier than 24 hours before the sale and must be removed immediately after the sale ends. Any sign that the HOA uses to promote Yard of the Month, Best Yard, Holiday Light Contest and Membership Meeting or HOA Business are allowed. No sign should be bigger than 24" by 18" unless prior approval of the Board is obtained.

5.5 Erected Equipment and Structures. No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any home nor in any of the Common Areas except with the prior written consent of the Board, and as may be required by law. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Residents of the community if this placement would still permit reception of an acceptable quality signal.

5.6 Personal Property. Outdoor barbecue grills and other outdoor cooking equipment, when not in use, and patio and outdoor furniture may be kept on or in the lanai, pool deck, or patio, whether caged (screened) or not caged (unscreened). Bicycles, toys and other personal property, when not in use, are to be stored in the garage, storage shed or the house. As stated in Section 4.3.6 above, barbecue/outdoor grills are allowed to be utilized within the boundaries of the subject Lots but are subject to further restrictions which may be promulgated by the Board of Directors.

5.7 Wells. No individual water well, water supply system or sewer system shall be permitted on any Parcel unless approved by the ARC.

5.8 Dangerous Materials. No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use.

5.9 Window Treatments. Tinted/reflective material may be used. No Owner shall install or maintain aluminum foil on any windows or glass doors. Boards may not be placed over windows unless (temporarily) for hurricane protection. Windows and window treatments must be maintained in good condition.

5.10 Single Family Use. Each Parcel may be used for single-family residential purposes only. Single family shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit or three or more persons who regularly and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside in a Dwelling Unit at one time. When used in this Article "reside" shall mean occupancy for more than thirty-days during any calendar year. Nothing herein shall prevent an Owner from leasing a Parcel subject to the conditions and covenants contained in this Declaration.

5.11 Commercial Activity. No business or commercial activity of any kind shall be conducted on or from any Lot nor in or from any residence except as provided herein. Nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal business or professional records in his/her residence, or from handling personal, business or professional communication and written correspondence in and from his/her residence. Parcels may not be used for commercial or business purposes, including, without limitation, caring for children or adults or any use that requires an occupational license. Occupants may use Parcels for "home office" or "telecommuting" purposes, if such uses do not involve customers or clients coming onto the property, the posting of any signage in the Community, the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use.

5.12 Structural Changes. No structural additions or alterations may be made to any Improvements on the Lot without the approval of the Architectural Review Committee or Board, other than erection or removal of non-support carrying interior partitions wholly within the home and other than the interior work done in a Dwelling Unit, which is not visible from the exterior. If approval of the ARC is not obtained, the Owner/Resident may be subject to a fine by the Fining Committee.

5.13 Nuisance. Neither Owners nor Occupants shall permit any nuisance to exist upon or within the Living Unit or Parcels or any conduct that creates an annoyance or disturbance to be detrimental or bothersome to any other Parcels, Occupants or Owners or interferes with the peaceful possession and proper use of the Community by its Residents.

5.14 Subdivision. No Owner shall divide nor subdivide a Parcel for purposes of sale or lease and no portion less than all of any Parcel, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner without the approval of the Board. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents. Combining of adjoining Parcels is permissible but the Owners of the divided parcel shall remain responsible for the full Assessment applicable to each Lot.

5.15 Sheds. No outbuilding, tent, shack, garage, mobile home, trailer, shed, RV or temporary building of any kind may be used as a residence. No separate or detached structures of any type shall be permitted except for a utility shed which must be built to match or compliment the Dwelling Unit. The color of the shed and the visible roof must match or compliment the Dwelling Unit. Any utility shed must be of resin, wood, block or aluminum construction, must be approved by the Architectural Review Committee and/or the Board of Directors prior to installation and must be situated in the back yard so as not to be seen from the front adjacent road (i.e. the road that runs adjacent to the front yard of each Lot), and must be attractively landscaped in general conformance with the Dwelling Unit. The Architectural Review Committee and/or the Board of Directors will determine whether the subject utility shed is visible from the front adjacent road. If approval of the

ARC is not obtained, the Owner/Resident may be subject to a fine by the Fining Committee. Utility sheds must conform to all local city, county and/or state laws or ordinances. Utility sheds must be made of resin, wood, block or aluminum construction. Utility sheds must be in general conformance with and compliment the main Dwelling Unit, as follows: (a) the paint scheme of the utility shed must match or compliment the paint scheme of the home/residence; and (b) the shingles of the utility shed must match the shingles of the home/residence.

5.16 Fences. No walls, fences or other vertical construction or dividing instrumentality shall be constructed or maintained on any Lot, except as provided below. A four-foot high or six-foot high galvanized, chain link fence, vertical wooden fence, wrought iron (aluminum) fence or a landscaped hedge may be constructed or maintained provided the fence or hedge encloses only the area at the rear of the residence and does not extend forward of the vertical plane established by the rear wall of the main residence. Wooden fences must be sealed. Notwithstanding the foregoing, if a residence includes an attached garage with an entrance doorway from the side yard, then in that instance a four foot high or six-foot high galvanized, chain link fence, vertical wooden fence, wrought iron (aluminum) fence or a landscaped hedge may be constructed or maintained on the garage side yard of the residence provided the fence or hedge encloses only the forward of the vertical plane established by the forward edge of the side door of the garage. Additionally, any chain link fence must be galvanized or coated black or green. In no instance shall colored inserts be permitted in chain link fencing. Wooden fences must contain connected vertical fence boards (no horizontal or angled wooden fence board allowed). A landscaped hedge of no more than six feet may be planted and maintained forward of the vertical plan established by the rear wall of the main residence or the forward edge of the side garage door but only along the side Lot line and immediately adjacent to the residence. ARC approval is required for any fence installation. Fences are to be properly maintained, kept clean, free of weeds and tall grass.

Sarasota County does not require permits for chain-link and wood fences. However, the standards with regard to height, placement, and finished side must face neighbor or right-of-way, etc., are still in effect. To ensure compliance, ARC will require installation be completed by a licensed and insured contractor. If the resident elects to install the aluminum/wrought iron fence option, permitting and inspections are required by the County. In all cases, the modification request must be accompanied by the purchase agreement, copies of the contractor's license, insurance certificate, and layout (plan) for installation, including how the fence posts will be anchored. In all cases, if and/or when the County modifies its rules for permitting and inspections for fence installations, it is the intent of the Association to also modify the requirements stated here to fully comply with any new regulations published by the County.

Properties with lake or pond views cannot be fenced so as to block the subject's view or a neighbor's view of the lake or pond.

5.17 Enclosures. No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the Architectural Review Committee or Board.

5.18 Type of Dwellings. All external building walls must be of resin, cement block, stuccoed or of wood, brick or stone, unless otherwise approved by the Architectural Review Board and/or the Board of Directors.

5.19 Roofs. All roofs of Dwelling Units shall be asphalt or fiberglass shingles. Shingles must be fiberglass, asphalt or fiberglass/asphalt composite with a wind resistance rating of 130 mph or better, unless otherwise approved by the Association. Aluminum or metal roofs are also permitted and must comply with ENERGY STAR standards or the Cool Roof Rating Council's standards. Flat deck roofs are prohibited. ARC approval is required for any roof that is replaced. Roof color must match or compliment the Dwelling Unit, per the determination and approval of the ARC. All applicable state, county and/or city regulations must be followed.

5.20 Residential Purposes. Land in Deer Hollow may be used only for residential purposes.

5.21 Lakes. Boats are prohibited on the lakes.

5.22 Compliance with Law. No use may be made of any Parcel that violates any federal, state or local laws, zoning, ordinances or regulations.

5.23 Obstruction. No Owners or Occupant may cause or allow any obstruction of a road or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Parcels which would be unsightly or hazardous.

5.24 Rubbish. No Owner or Occupant may allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans) or recycling bins. Each Parcel, Parcel and the Common Areas shall be kept in a clean and sanitary condition.

5.25 Lakes. No lakes, ponds, swales, canals or ditches may be dug on any Parcel without the written consent of the ARC and the Board.

5.26 Abuse Behavior. Members and other Residents shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, Residents, Guests, Occupants, Invitees, or directed at management, its agents, its employees, or vendors.

5.27 Rules and Regulations. Owners, their family, Invitees, Guests and Tenants shall abide by Rules and Regulations promulgated from time to time by the Board or committee established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

5.28 Window Mounted Air Conditioning Unit. No Owner shall install nor allow to be installed any window mounted or through the wall mounted air conditioning unit.

5.29 Docks. No dock, boathouse or Improvement shall be constructed on any portion of a Parcel where a Parcel abuts a lake, pond, or water retention area. No swimming or boating is allowed in lakes, ponds, or other water retention areas.

5.30 Garbage Containers. Garbage or trash containers, recycling bins, oil tanks or bottle gas tanks must be placed so they shall not be visible from the streets or from other Parcels. Garbage or trash containers and recycling bins must be stored in the garage, utility shed or within a fenced area adjacent to the side or rear of the Dwelling Unit. The subject fence must be four (4) feet high and made of solid wood or vinyl. Wood fences must be painted to match the color of the Dwelling Unit. Wooden fences must contain vertical fence board (no horizontal or angled wooden fence boards allowed). In lieu of a fence, hedges may be installed. Hedges must be at least four (4) feet high and kept trimmed so that they do not exceed six (6) feet in height. ARC approval is required for fences and hedges constructed pursuant to the criteria contained herein. If approval of the ARC is not obtained, the Owner/Resident may be subject to a fine by the Fining Committee. Garbage or trash containers and recycling bins may be placed out for collection no more than eighteen (18) hours before pickup and must be retrieved and put away out of view within eighteen (18) hours of pickup.

6. MAINTENANCE, REPAIR AND REPLACEMENT

6.1 Maintenance of Common Area and Parcels by the Association. Maintenance of the Common Area shall be the responsibility of the Association. The Association shall be responsible for the repair and maintenance of landscaping, trees, shrubs, grass, sprinkler heads, walks, drives and parking areas (other than the walkway and driveway of any Parcel) situated in the Common Area or upon any Parcel, specifically including, without limitation, the responsibility to operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District.

6.2 Permits, Licenses and Easements. Subject to the provisions of Article 4.1, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

6.3 Maintenance of Parcels and Parcels by Owners. Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his/her Parcel, including, but not limited to, the Dwelling Unit and its Improvements and appurtenances, at his/her expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his/her Lot and Dwelling Unit. In this regard, each Owner shall be responsible for the maintenance, repair and repainting and shall keep same in a neat and orderly fashion. Owners of property whose Lots abut a lake designated as a Common Area shall maintain the lawn within the area bounded by the rear Lot line and lines formed by extensions of the side Lot lines. Any Owner who desires to have additional services to those provided by the Association may contract directly for such additional services.

6.4 Prohibition. Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

6.5 Owner Liability. Should any Owner do any of the following:

6.5.1 Fail to perform the responsibilities as set forth in this Article or,

6.5.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

6.5.3 Undertake unauthorized improvements or modifications to his/her Parcel, Dwelling Unit or to the Common Area; then the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Parcel and cause the required maintenance to be performed to the Parcel (but not the Dwelling Unit, as explained in further detail below) "Reasonable prior written notice", under this subsection, shall mean not less than seven (7) days written notice sent to all Owners of record, at the last known mailing address. Written notice must be sent via certified mail, return receipt requested, sent via e-mail to the e-mail addresses of record for all Owners (if Owners have provided e-mail addresses to the Association), and sent via first class mail. The date the written notice is postmarked by the postal service is the date by which the seven (7) days calculation referenced above shall commence. The cost thereof shall be added to and become a part of the Assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Parcel, Parcel or Dwelling Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the Regular or Special Assessments hereunder when due.

The Association is prohibited from entering, maintaining and/or repairing the Dwelling Unit on the respective Parcels unless the following conditions are met: (a) the Parcel Owner gives the Association written consent OR (b) the Parcel has been "abandoned," as defined below. A Dwelling Unit is "abandoned", per the requirements contained in this paragraph, if all of the following are met: (i) the Dwelling Unit reasonably appears to be vacant or sparsely furnished, (ii) it does not appear that anyone has resided in the Dwelling Unit for six (6) consecutive months, (iii) the landscaping of the Parcel is unkempt and (iv) at least three (3) written notices have been sent by the Association to the Parcel Owner (regarding the condition of the Parcel and Dwelling Unit) at the last known address without response. If the above requirements have been met, the Association may only gain access to the Dwelling Unit if two current Directors are present for the entry.

If the above requirements of this paragraph have been met, the Association has the right to make reasonable and necessary repairs and conduct maintenance to the Dwelling Unit. Additionally, the Association may turn on the respective utilities which service the Dwelling Unit. The cost thereof shall be added to and become a part of the Assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said maintenance, repair or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Parcel or Dwelling Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the Regular or Special Assessments hereunder when due.

6.6 Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Dwelling Unit and on the Parcel that is not to be maintained by the Association.

6.7 In the event an Owner fails to maintain the Parcel, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Parcel to maintain and restore the Parcel. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the Assessment to which such Parcel is subject. The Association shall have no right to enter the Dwelling Unit or conduct any repairs or maintenance to the Dwelling Unit unless the Dwelling Unit is abandoned, pursuant to the requirements contained in Section 6.5.

7. ADDITIONS AND ALTERATIONS

There shall be no material alterations or substantial additions to the Common Areas or association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of voting interests present (in person or by proxy) and voting at an Association meeting where a quorum is present, or by written agreement of two-thirds (2/3) of the entire voting interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

8. ASSOCIATION INSURANCE

The following provisions shall govern insurance covering the Association:

8.1 Insurance policies covering the Common Areas shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida.

8.2 The named insured shall be the Association itself and as agent for Owners without naming them and as agent for their mortgagees without naming them.

8.3 One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Association to each first mortgagee if requested in writing.

8.4 The above paragraph notwithstanding, each Member releases and indemnifies the Association, its Members, employees and agents and shall hold them harmless for injuries or damages to persons or property because of the Member's neglect, recklessness or intentional acts.

8.5 The Association shall maintain insurance covering the following:

8.5.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement including wind; and

8.5.2 Such other risks as from time to time are customarily covered with respect to property similar in construction, location and use, including but not limited to vandalism and malicious mischief.

8.5.3 Comprehensive general public liability including hired, owned and non-owned automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Association property, adjoining driveways and walkways, or any work, matters or things related to the Association property or this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than $1,000,000 for each accident or occurrence, combined single limit and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

8.5.4 The Association shall obtain and maintain adequate insurance or fidelity bonding of persons who control or disburse funds of the Association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the Association or its managing agent at any one time. As used in this Article, the term "persons who control or disburse funds of the Association" includes, but is not limited to, individuals authorized to sign checks, the President, Secretary, and Treasurer of the Association.

8.5.6 Workers Compensation coverage if required by law.

8.5.6 Umbrella liability in an amount of at least $1,000,000.

8.5.7 Directors and Officers liability coverage as deemed appropriate by the Board.

8.5.8 Flood insurance if deemed appropriate by the Board.

8.5.9 Other insurance as the Board shall determine from time to time to be desirable.

8.6 When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

8.6.1 subrogation against the Association and against the Owners individually and as a group,

8.6.2 pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,

8.6.3 avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

8.7 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Parcels or their appurtenances or of the Common Areas by particular Owners shall be assessed against and paid by such Owners.

8.8 Insurance policies obtained by the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Proceeds because of damage to the Common Areas shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the Common Areas appurtenant to each Parcel.

8.9 The Association is irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Parcel and for each Owner of any other interest in the Association property to adjust claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.10 The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within or upon their Lot or Dwelling Unit nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

9. OWNER INSURANCE / DUTY TO RECONSTRUCT

The following provisions shall govern insurance covering the Owners:

9.1 Liability Insurance. Each Parcel Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his/her Parcel, as he may deem appropriate.

9.2 Casualty Insurance. Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his/her Dwelling Unit and all other insurable Improvements situated upon his/her Parcel in an amount equal to the full replacement cost thereof The Association may periodically require proof of such insurance.

9.3 Duty to Reconstruct. Any Dwelling Unit damaged, in whole or in part, must be reconstructed (pursuant to any and all ARC guidelines) within eighteen (18) months of the date the damage occurred. The Board of Directors shall have the ability to permit hardship exceptions and extensions of this requirement in the event an Owner application for said exception/extension is received in writing and good cause shown.

10. RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY

In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

10.1 Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advising in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

10.2 If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

11. ENFORCEMENT

11.1 In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, Guests or Invitees, (other than the non-payment of any Assessment or other Charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

11.1.1 Impose a fine against the Parcel as provided in Florida Statutes and in the Bylaws; and/or

11.1.2 Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.1.3 Commence an action to recover damages; and/or

11.1.4 Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

11.1.5 Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate Assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Sarasota County.

11.2 Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

11.3 Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his/her Dwelling Unit or occupying his/her Parcel, including family Members, Tenants, Guests and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Parcel, or a Guest or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

12. AMENDMENTS

Except as elsewhere provided herein, this Declaration may be amended in the following manner:

12.1 A proposed amendment may be proposed by the President of the Association, a majority of the Board, or by petition of twenty percent (20%) of the Voting Interests.

12.2 The subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

12.3 An amendment so proposed may be approved by two-thirds of the Voting Interests present and voting, in person or by proxy, at a duly convened meeting of the Association at which a quorum is present.

12.4 An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Sarasota County.

12.5 Automatic Amendment. This Declaration shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Bylaws and the Articles of Incorporation. Whenever Chapter 617 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Members, may adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to chapters 607 and 617 of the Florida Statutes, or other statutes or administrative regulations regulating the operation of the Association.

13. LEASE OR OCCUPANCY OF PARCEL

In order to assure a Community of congenial Residents and thus protect the value of the Parcels, the conveyance and leasing of the Parcels by an Owner shall be subject to the following provisions:

13.1 Leasing of Parcels

13.1.1 Single Family Use Only. Only entire Parcels may be rented or leased. A lease is any use of a Parcel by a person other than the Owner for consideration. All leases must be in writing. There shall be no subdivision or subletting of Parcels. "Rent Sharing" or the renting of rooms is prohibited. Tenants may only occupy Parcels as a single-family residence as defined in Section 5.10.

13.1.2 Term, Maximum Occupancy. All leases shall be limited to two permanent Occupants per bedroom. No Owner may lease less than the entire Parcel or lease or rent their Parcel for a term or period of less than three months, so that the high quality of the Community shall be maintained and not become a lodging facility for transients. No sub-leases are allowed. A copy of the Governing Documents must be given to the Tenant and a form, promulgated by the Board, must be signed by the Tenant confirming that they have received a copy of the Governing Documents.

13.2 Forms of Ownership:

13.2.1 One Person. A Lot may be owned by one natural person whose acquisition of title has been approved to the extent and in the manner elsewhere provided herein.

13.2.2 Two or More Persons. Co-ownership of a Lot by two or more natural persons who are not husband and wife is not prohibited. The intent, however, is to allow the Lot Owner some degree of flexibility in estate, tax or financial planning; and such ownership will not be approved if the apparent effect is to allow an Owner to create circumstances where the Lot may be used as short-term transient accommodations for multiple families. If the co-Owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary Occupant." The use of the Lot by other persons shall be as if the primary Occupant were the only actual Owner.

13.2.3 Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or a corporation, partnership or other business entity as a Lot Owner shall be conditioned upon designation by the Owner of one natural person to be the "primary Occupant". The use of the Lot by other persons shall be as if the primary Occupant were the only actual Owner.

13.2.4 Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each Owner of a Lot which is owned in the forms of ownership stated in preceding subsections shall designate a primary Occupant in writing to the Association. If any Lot Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action. If the ownership of a Lot is such that the designation of a primary Occupant is not required, the Lot Owner may, nevertheless, choose to designate one, subject to Board approval.

13.2.5 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association Member from the Lot, and occupancy shall be as if the life tenant was the only Owner. The life tenant shall be liable for all Assessments and Charges against the Lot. Any consent or approval required of Association Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners under Section 13.1(B), above, for purposes of determining voting and occupancy rights. Upon termination of the life estate, the holders of the remainder interest shall designate a primary Occupant in writing to the Association.

14. TERM OF DECLARATION AND TERMINATION

14.1 The Declaration has an initial term of thirty (30) years and shall automatically renew for successive 10-year periods unless terminated upon the affirmative written consent of ninety percent (90%) of the entire voting interests, and upon the affirmative written consent of first mortgagees holding mortgages encumbering Parcels.

14.2 If this Declaration is terminated in accordance herewith, every Owner, by acquiring title covenants, and agrees that the termination documents shall require:

14.2.1 That Parcels shall continue to be used solely as single-family residences.

14.2.2 Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

15. INDEMNIFICATION

15.1 The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

15.2 To the extent a Director, Officer or Committee Member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

15.3 Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer or Committee Member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

15.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the Director, Officer or Committee Member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

15.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of Members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs, executors and administrators of such person.

15.6 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, Committee Member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the duty to indemnify them against such liability under the provisions of this Article.

16. ASSOCIATION LIABILITY

16.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Areas. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Governing Documents, or Rules and Regulations, Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, or Permitted Person. Without limiting the generality of the foregoing:

16.1.1 It is the express intent of the Association Governing Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Association property and the value thereof;

16.1.2 The Association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County and/or any other jurisdiction or the prevention of tortious activities; and

16.1.3 Any provisions of the Governing Documents or Rules and Regulations setting forth the uses of Assessments that relate to health, safety and/or welfare shall be interpreted and applied only as limitations on or enabling authority for the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person, even if Assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his/her acceptance of title) and each other person having an interest in or lien upon, or making any use of, any portion of the Association property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this Article, "Association" shall include within its meaning all of the Association's directors, officers, committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

16.2 Playground, Preserves, Common Area. All persons, including Owners, Tenants, Residents and Guests, understand and acknowledge that the use of the Playground, Preserves and Common Area, and any facilities located thereon, involves risk, including but not limited to the following: bodily injury and possible death. These risks may result from a variety of circumstances including the misuse of equipment or facilities. **THE ASSOCIATION IS NOT LIABLE FOR ANY DAMAGES BY PERSONS RELATED TO THE USE OF THE PLAYGROUND, PRESERVES AND COMMON AREA, AND ANY FACILITIES LOCATED THEREON. USE OF THE PLAYGROUND AND ANY FACILITIES LOCATED THEREON IS "AT YOUR OWN RISK."**

17. ARCHITECTURAL CONTROL

The Association, acting through the Board or the Architectural Review Committee (ARC), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any structure or other Improvement on the Parcel, and to enforce standards for the external appearance of any structure or Improvement located on the Parcel, as set forth in the

Governing Documents and in any architectural guidelines promulgated by the Board. If approval of the ARC is not obtained, the Owner/Resident may be subject to a fine by the Fining Committee. If there are any conflicts between this Declaration and architectural guidelines, if any, the Declaration will control. The Architectural Review Committee shall consist of at least three Members of the Association appointed by the Board of Directors. The Board will act as the ARC in the absence of the Board's appointment of an ARC. The Board of Directors in its sole and absolute discretion may remove members of any committee at any time, with or without cause.

17.1 Approval Necessary. No Dwelling Unit, building, outbuilding, garage, pool, decking, paving, fence, wall, retaining wall, patio, screened enclosure, pier, dock, walkway or other structure or Improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Parcel, nor shall the exterior of any Dwelling Unit or other Improvement (including any roofing or other building materials) be altered or modified, nor shall any other Improvements on any Parcel be altered, changed, repaired or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an Owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof, two complete sets of plans and specifications therefore, including, as applicable, front, side and rear elevations, time line for completion and floor plans, two Parcel plans indicating and fixing the exact location of such Improvements, structures or such altered structure on the Parcel with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the ARC. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of the Dwelling Units and other Improvements constructed on the property at the time of any repainting or other resurfacing thereof. The paint color for your home must be earth tone.

17.2 Architectural Review Committee. All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC shall be based on aesthetics, harmony, balance and compatibility of the proposed Improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed architects, where applicable. The ARC shall either grant such approval or deny the same based upon its sole discretion as to whether the Improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Association, and similar to other such Improvements previously allowed.

17.3 Endorsement of Plans. Approvals of plans, specifications and location of Improvements by the ARC shall be endorsed on both sets of said plans and specifications, and one set shall be returned to the person submitting the same. The approval of the ARC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within eighteen months with the exception of materials shortage, inclement weather or acts of God.

17.4 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the ARC, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement or Structure of any kind shall be erected, constructed, placed, altered or maintained upon any Parcel unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Parcel plans approved by the ARC.

17.5 Right of Entry. The Parcel and Dwelling Unit access rights contained in Section 6.5 are also applicable to any member of the ARC.

17.6 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the ARC's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

17.7 Restoration in Event of Damage or Destruction. In the event any Improvement on a Parcel is damaged or destroyed, in whole or in part, the Parcel Owner shall take action deemed necessary by the ARC to correct any unsightly or dangerous condition resulting from such damage or destruction. The Parcel Owner shall take corrective action to either restore or remove the condition. The work shall be completed within six-months after the date of the damage or destruction, which may be extended by the ARC for good cause shown. The Owner shall undertake such corrective action as soon, as is practicable in order to avoid an unsightly or dangerous conditions. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the ARC, or in the aftermath of a catastrophic event, such as hurricane, the Association shall have the right, but not the obligation, to go upon the Parcel and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Parcel for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration. The Parcel and Dwelling Unit access rights contained in Section 6.5 are also applicable to any member of the ARC and applicable to any access referenced in this Section 17.7.

17.8 Non-Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

17.9 Fill and Grade. No fill shall be added to or removed from any Parcel nor shall the Owner of any Parcel do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ARC. The approval of South Florida Water Management District may also be required.

17.10 Time periods; Appeals. In the event the ARC fails to approve or disapprove the requested item within forty-five days after the ARC has acknowledged receipt of a complete application, it shall be considered as being approved. Should the ARC be a body other than the Board, a decision of the ARC may be appealed by any Member to the Board and such appeal must be filed in writing and received by the Board within ten days of the decision of the ARC. The Board shall render a decision with respect to the matter appealed within forty-five (45) days after the Board receives such appeal and the decision of the Board will be final. If the Board fails to reach a decision as to the matter within said forty-five (45) day period, the decision of the ARC shall govern.

18. GENERAL PROVISIONS

18.1 The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, easements, reservations, liens and Charges now or hereafter imposed by the provisions of the Governing Documents or the Rules and Regulations. Failure by the Association or any Owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter.

18.2 The invalidity in whole or in part of any covenant or restriction, or any Article, subsection, sentence, clause, phrase, word, or other provisions of the Governing Documents or Rules and Regulations shall not affect the validity of the remaining portions.

18.3 Additional residential property and Common Area may be annexed to the Community only by amendment of this Declaration.

18.4 Notices. Except as provided specifically by law, notices to the Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the address as may be designated by from time to time, in writing to the Owners. Except as provided specifically by law, notices to any Owner may be sent by electronic transmission, first class mail or hand delivery to the address as may be designated by him from time to time, in writing to the Association.

18.5 Exhibits. There are hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.

18.6 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder and if not available, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder and is not available, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

18.7 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in Sarasota County.

18.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, sub-section, sentence, clause, phrase or word, or other provision of the Governing Documents or the Rules and Regulations adopted as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

18.9 Waiver. No provisions contained in this Governing Documents or Rules and Regulations shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

18.10 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each Occupant by reason of his/her occupancy shall be deemed to have acknowledged and agreed that all the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association, are fair and reasonable in all material respects.

18.11 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

18.12 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

19. SPECIFIC LAND USE PROVISIONS

In addition to the land use provisions provided for above, the following specific land use provisions shall apply to the Lots indicated below.

19.1 Lots 1 through 208, Lot 209, Lots 268 through 283, Lots 287 through 300, Lots 339 through 359, Lots 284, 285, 286, Lots 360 through 399, and Lots 1 through 12 of the "Swartz Subdivision."

19.1.1 Easements. Easements for roads, utility and drainage are reserved as shown on the plat of the Subdivision. Utility and drainage easements eight (8) feet in width along front eight (8) feet rear Lot lines and five (5) feet in width along each side Lot line have been reserved as shown on the plat of the Subdivision. Where an area greater than one (1) Lot is used as a building Lot the outside boundary of said site shall be subject to said easements. Any permitted walls, fences, paving, planting or other Improvements placed on any of said easements by the Owner of the property in which the easement lies shall be removed at the expense of the Owner, if required, for the installation and maintenance or repair of any utilities or drainage.

19.1.2 Outdoor Clothes Drying. No outdoor clothes drying facility or apparatus other than a residential-type umbrella clothesline shall be installed and then only in the rear yard of a Dwelling Unit within the area bounded by the rear wall of the Dwelling Unit, a line parallel to and ten (10) feet removed from the rear Lot line and lines formed by extensions of the vertical planes established by the side walls of the Dwelling Unit.

19.1.3 Type of Dwelling. All Dwelling Units constructed, altered, permitted to remain or to be occupied on any Lot or Parcel shall conform to the following requirements in addition to all of the provisions of the Declaration, to wit:

19.1.3.1 Any structures such as garages, porches, service or utility rooms, guest rooms, and the like shall be attached to and be an integral part of the Dwelling Unit and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted except for a utility shed which must comply with the additional restrictions contained within this Declaration.

19.1.3.2 All Dwelling Units shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the Subdivision. All external building walls must be of resin, cement block, stuccoed or of wood, brick or stone, unless otherwise approved by the Association in writing. No asbestos shingles or asbestos siding of any type or asphaltic, plastic, metal or similar covering shall be used on exterior walls, unless otherwise approved by Association in writing. Exterior colors of Dwelling Units must be of the general range of earth tones, per ARC regulations, and must be approved by Association.

19.1.3.3 All areas of every Lot not occupied by the Dwelling Unit or cages or patios shall be duly landscaped in accordance with plans approved by Association. All yard areas shall be of grass except for permitted drives and parking areas, unless otherwise approved by the Association in writing. All driveways and parking areas shall be constructed of reinforced concrete, a minimum of four inches in thickness with broom finish, up to road pavement, or pavers, unless otherwise approved by Association in writing. If the driveway is expanded, the new apron material must match the current material of the existing driveway.

19.1.4 Improved Property Maintenance. All Owners shall keep improved property free and clear of rubbish, mold/mildew and debris, shall keep grass mowed so that it does not exceed three inches in height, shall keep all landscaping materials properly maintained and shall replace them if necessary, and shall maintain the exterior portions of any buildings or exterior structures so that they do not become unsightly. All plant or flower beds on a Lot must be mulched and free of weeds. The Association shall have the right to perform or have performed maintenance if an Owner fails to do so, and the cost of the maintenance shall be promptly paid by the Owner to the Association. The Association shall have the right, after notice to Owner, to enter upon Owner's Lot and the exterior of any Improvements in order to exercise these rights. The Association shall have the lien rights given for the collection of Assessments if an Owner fails to pay such costs on demand. The Parcel and Dwelling Unit access rights contained in Section 6.5 are also applicable to this Subsection.

19.2 Lots 1 through 68. In addition to the land use provisions provided for in Section 19.1, the following specific land use provisions shall apply to Lots 1 through 68 in Deer Hollow.

19.2.1 "The Villas of Deer Hollow" shall mean and refer to that certain real property lying within the Deer Hollow Subdivision on which by special exception to the zoning ordinances of Sarasota County cluster housing units may be constructed as herein above described and according to the record of final plat thereof as recorded in Plat Book 30 at pages 5 through 5C inclusive, of the Public Records of Sarasota County, Florida.

19.2.2 "Cluster Housing" shall mean and refer to Dwelling Structures each of which contains two single story Dwelling Units each Dwelling Unit of which constitutes an Improvement to an individual platted Lot.

19.2.3 "Dwelling Structure" shall mean and refer to any residential building which contains two dwelling units.

19.2.4 "Party Wall" shall mean and refer to that vertical component of a single Dwelling Structure which divides one Dwelling Unit from another within that Dwelling Structure and which is intended to be located on the boundary line separating the two adjacent Lots on which the Dwelling Structure is situated.

19.2.5 "Villa Lot Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the THE VILLAS OF DEER HOLLOW including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

19.2.6 Exterior Maintenance. Each Villas Lot Owner shall be responsible for the maintenance of the exterior surfaces of his/her Dwelling Unit, as said exterior surfaces may be modified as provided elsewhere herein, in conformance with the general state of maintenance and average appearance of other Dwelling Units. In the event an Owner of any Lot in the Villas shall fail to maintain the promises and the Improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon said Parcel and to repair; maintain, and restore the Lot and the exterior of the buildings and any other Improvements erected thereon. The Parcel and Dwelling Unit access rights of the Association contained in Section 6.5 are also applicable to this Subsection. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject. Each Cluster Housing unit exterior shall be repainted the existing exterior color so as to match all of the other units; the garage door and wood trim must retain the same color so as to match the other Villas in the community. When units are being reroofed, the new roofing color must match the existing roof color. The purpose here is to maintain the consistency and continuity of The Villas character. ARC approval is required when repainting and/or replacing the roof. A sample paint swatch and/or roofing sample (when requesting roof approval) are to be submitted with the Modification Request.

19.2.7 Obligation to Repair. By acceptance of a deed to a Lot, each Lot Owner is deemed to acknowledge, agree and accept the following covenants:

19.2.7.1 To promptly effect the repair of any casualty occurring on his/her Property which casualty adversely affects or causes a condition to exist which adversely affects an adjoining Property.

19.2.7.2 To allow an adjoining Villa Lot Owner of a common Dwelling Structure or his/her designated representative(s) to enter onto his/her Property for the purpose of investigating the source of damage being experienced by said adjoining Villa Lot Owner and effecting the prompt repair thereof, all with reasonable notice to the Villa Lot Owner and with reasonable charges to the Villa Lot Owner made by the adjoining Villa Lot Owner for the investigation and/or repair thereof.

19.2.7.3 To allow in the Villa Lot Owner's absence an adjoining Villa Lot Owner of a common Dwelling Structure or his/her designated representative to enter onto said villas Lot Owner's Property to investigate or repair a casualty of an emergency nature which may reasonably be thought to have occurred on said absent Villa Lot Owner's Property and which casualty adversely affects or is causing a condition to exist which adversely affects the adjoining Villa Lot Owner's Property, all with notice to and permission from one member of the Board of Directors. Reasonable charges may be made by the adjoining Villa Lot Owner for the investigation and/or repair thereof.

19.2.7.4 To allow, in the absence of a Villa Lot Owner or in said Villa Lot Owner's failure to co-operate as specified above, the Board of Directors to enter onto said villa Lot Owner's Property in the person(s) of the Board's duly authorized representative(s) to investigate or repair a casualty which may reasonably be thought to have occurred on said Villa Lot Owner's Property which casualty adversely affects or is causing a condition to exist which adversely affects any Property with reasonable charges being made to the Owner of the Property entered for the investigation and/or repair thereof. The Parcel and Dwelling Unit access rights contained in Section 6.5 are also applicable to this Subsection, but shall not apply when an emergency occurs and the Villa Lot Owner is absent. The term emergency under this Subsection includes, but is not necessarily limited to, fires, floods, rodent infestation, etc., as determined by the Board of Directors.

19.2.8 Disposition of Charges. All charges properly made upon a Villa Lot Owner in accordance with the provisions within this Section 19.2 above shall constitute a lien upon the property of said Villa Lot Owner until paid.

19.2.9 Prohibition of Alterations and Additions. Except as hereinafter provided, no addition to, alteration of or change in color and material used shall be made to the exterior front or side of any Dwelling Unit. Further, no addition to alteration of or change in color and material used shall be made to any roof of any Dwelling Unit in such manner as to be visible from the street(s) adjacent to such Dwelling Unit, except as hereinafter provided.

19.2.9.1 Board Approval. Notwithstanding the above, the Board of Directors of the Villas of Deer Hollow Homeowners Association, Inc. shall review and approve additions or alterations proposed to be made to the rear of a Dwelling Unit if such review establishes that said proposed addition or alteration:

19.2.9.1.1 Does not extend outward of the vertical plane established by the non-attached side wall of the Dwelling Unit except that if such addition or alteration involves construction of a roof, such roof may extend to the vertical plane established by the outward edge of the original roof.

19.2.9.1.2 Does not extend more than sixteen (16) feet to the rear of the Dwelling Structure measured from the vertical surface of the rear wall thereof.

19.2.9.1.3 Is set back from the common Lot boundary line dividing a Dwelling Structure a minimum of one (1) foot plus an additional one (1) foot of setback per foot of elevation of said addition or alteration above ground level measured to the highest point thereof or any component part thereof up to a maximum required setback of five (5) feet.

19.2.9.1.4 Is designed and will be constructed so as to be in general conformance with the architectural style and color scheme of the Villas and will utilize compatible materials.

19.2.9.1.5 Will not unreasonably degrade the established architectural character of the Villas or reduce the utility, desirability or marketability of nearby Dwelling Units.

19.2.9.2 Review of Plans and Specifications. No such addition or alteration shall be undertaken until the plans and specifications therefore showing the nature, color, kind, shape, height, materials and location thereof shall have been submitted to and approved by the Board of Directors or ARC in writing. The Board may adopt a schedule of reasonable fees for review of such plans and specifications.

19.2.9.3 Automatic Approval. In the event that the ARC or Board fails to disapprove said proposed addition or alteration within forty-five (45) days after receipt of all information specified above or such additional information as it may reasonably require, approval shall be deemed to have been granted for said proposed addition or alteration to be undertaken.

19.2.9.4 Intent to Allow. It is the intent of these provisions to allow the additions of such items as a patio, or screened and roofed porch. Furthermore, it is the intent of these provisions to allow the installation of skylights and/or solar powered water heating devices on the rearward facing surfaces of roofs if the architectural harmony of the Villas is not adversely affected to an unreasonable degree in the judgment of the Board of Directors.

19.2.9.5 Prohibited Modifications. In no instance shall construction or installation of the following Improvements be allowed:

19.2.9.5.1 any flat roofed structure;

19.2.9.5.2 a structure where exterior is composed largely of metal. Exceptions will be considered by the ARC.

19.2.9.5.3 any exposed outdoor television, radio or other communication or reception system antenna;

19.2.9.5.4 any mechanical, electrical, or plumbing equipment or systems, or any liquid or gas storage facilities including, but not limited to swimming pool or whirlpool bath pumps, valves, filters and pipes and tanks for heating oil or bottled gas unless such equipment, systems or storage facilities are installed entirely below grade or are attractively screened from the view of nearby Dwelling Units in the sole judgment of the ARC or Board of Directors;

19.2.9.5.5 any Improvement to the front and/or side of a Lot except that a Villa Lot Owner may install such additional landscaping as desired so long as said landscaping does not violate the intent of provisions in this Declaration regarding fences;

19.2.9.5.6 fences or other vertical construction or dividing instrumentality, except as provided below. A four-foot high or six-foot high galvanized chain link fence, vertical wooden fence, , wrought iron (aluminum) fence or a landscaped hedge may be constructed or maintained provided the fence or hedge encloses only the area at the rear of the residence and does not extend forward of the vertical plane established by the rear wall of the Dwelling Structure. In no instance shall any colored inserts be permitted in chain link fencing. A landscaped hedge may be planted and maintained forward of the vertical plane established by the rear wall of the main residence but only along the side Lot line and immediately adjacent to the residence. Wooden fences must contain vertical fence boards (no horizontal or angled wooden fence boards allowed). With the consent of the Owners or both Lots underlying a single Dwelling Structure, a privacy wall or fence may be constructed to the rear of said Dwelling Structure along the common Lot boundary line to a maximum height of 6 feet and for a maximum length of 16 feet or to the rear Lot line, whichever distance is less, with the starting point for the measurement of length being the rear exterior wall of such Dwelling Structure. Such wall or fence shall be constructed in accordance with specifications approved by and available from the Association.

19.3 Lots 69 through 151. In addition to the land use provisions provided for in Section 19.1 above, the following specific land use provisions shall apply to Lots 69-151 in Deer Hollow.

19.3.1 Setback Requirements. For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family Dwelling Unit built or to be built upon a Lot or Parcel shall be considered a part of the "Dwelling." No part of any Dwelling Unit shall be located nearer than twenty (20) feet from any point on the front Lot line of any Lot, or nearer than six (6) feet from any point on the side Lot line of any Lot, or nearer than ten (10) feet from any point on the rear Lot line of any Lot. Provided however, Association at its discretion, will consider and may grant a variance for side Lot setback requirements as follows: six (6) feet or less from any point on the side Lot line of any Lot but not less than twelve (12) feet between the houses. In the event the rear Lot line of a Lot borders on a canal, waterway, lake, pond, basin or drainage ditch, no part of the Dwelling Unit shall be nearer than ten (10) feet from any point on said rear Lot line or any point on said body of water, whichever is closer to the Dwelling Unit.

19.3.2 Type of Dwelling. All Dwelling Units constructed, altered, permitted to remain or to be occupied on any Lot or Parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

19.3.2.1 Any structures such as garages, porches, service or utility rooms, guest rooms, and the like shall be attached to and be an integral part of the Dwelling Unit and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted except for a utility shed which must comply with the additional restrictions contained within this Declaration.

19.3.2.2 Such Dwelling Unit shall have a ground floor heated and cooled living area of not less than 900 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. Garages shall be of at least one-car capacity (unless permission has been granted by the Association to enclose the garage). No carports shall be permitted. No Dwelling Unit shall exceed two stories in height.

19.3.3 Access. No Lot or Parcel of lands shall be used for any purpose other than solely and exclusively for a single family residential dwelling, except for Lots 364, 365, and 366 which may be used for a dedicated public road for ingress and egress to and from the abutting land to the north of these Lots. Provided, however, that in the event a single family residential dwelling is built upon one of these particular Lots, said Lot(s) shall no longer be considered to be used as a roadway. Said Lot(s) shall thereafter be used solely and exclusively for a single family residential dwelling. In the event any or all of the above Lots or Parcels are used for an event any or all of the above Lots or Parcels are used for a dedicated public road for ingress and egress to and from the abutting land to the north of these Lots, the Association shall convey or transfer any Common Areas lying to the north of said Lots and abutting land to the north to the Owner of said land or to any applicable governmental entity for the purpose of carrying out the intent of this provision.

19.4 Lots 152 through 208. In addition to the land use provisions provided for in Section 19.1, the following specific land use provisions shall apply to Lots 152-208 in Deer Hollow.

19.4.1 Setback Requirements. For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family Dwelling Unit built or to be built upon a Lot or Parcel shall be considered a part of the "Dwelling." No part of any Dwelling Unit shall be located nearer than twenty (20) feet from any point on the front Lot line of any Lot, or nearer than ten (10) feet from any point on the side Lot line of any Lot, or nearer than ten (10) feet from any point on the rear Lot line of any Lot. Provided however, Association at its discretion, will consider and may grant a variance for side Lot setback requirements as follows: six (6) feet from any point on the side Lot line of any Lot but not less than fifteen (15) feet total within the Lot and not less than twelve (12) feet between houses. In the event the rear Lot line of a Lot borders on a canal, waterway, lake, pond, basin or drainage ditch, no part of the Dwelling Unit shall be nearer than ten (10) feet from any point on said rear Lot line or any point on said body of water, whichever is closer to the Dwelling Unit.

19.4.2 Type of Dwelling. All Dwelling Units constructed, altered, permitted to remain or to be occupied on any Lot or Parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

19.4.2.1 Any structures such as garages, porches, service or utility rooms, guest rooms, and the like shall be attached to and be an integral part of the Dwelling Unit and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted except for a utility shed which must comply with the additional restrictions contained within this Declaration.

19.4.2.2 Such Dwelling Unit shall have a ground floor heated and cooled living area of not less than 900 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. Garages shall be of at least one-car capacity (unless permission has been granted by the Association to enclose the garage). No carports shall be permitted. No Dwelling Unit shall exceed two stories in height.

19.5 Lots 308 through 338. In addition to the land use provisions provided for in Section 19.1 above, the following specific land use provisions shall apply to Lots 308-338.

19.5.1 Setback Requirements. For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family Dwelling Unit built or to be built upon a Lot or Parcel shall be considered a part of the "Dwelling." No part of any Dwelling Unit shall be located nearer than twenty (20) feet from any point on the front Lot line of any Lot, or nearer than five (5) feet from any point on the side Lot line of any Lot but not less than twelve (12) feet between structures, or nearer than ten (10) feet from any point on the rear Lot line of any Lot. In the event the rear Lot line of a Lot borders on a canal, waterway, lake, pond, basin or drainage ditch, no part of the Dwelling Unit shall be nearer than ten (10) feet from any point on said rear Lot line or any point on said body of water, whichever is closer to the Dwelling Unit.

19.5.2 Type of Dwelling. All Dwelling Units constructed, altered, permitted to remain or to be occupied on any Lot Parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to wit:

19.5.2.1 Any structures such as garages, porches, service or utility rooms, guest rooms, and the like shall be attached to and be an integral part of the Dwelling Unit and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted except for a utility shed which must comply with the additional restrictions contained within this Declaration.

19.5.2.2 Garages shall be of at least one-car capacity (unless permission has been granted by the Association to enclose the garage). No carports shall be permitted.

19.6 Specific Provisions for Lots 1 though 12 of the Swartz Subdivision.

19.6.1 Enforcement by Sarasota County of these Restrictions. Sarasota County shall have the rights, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations. Liens and Charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations; and including the right to impose and enforce Assessments on behalf o the Association. Furthermore, no Amendment of this Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

19.6.2 Retention Areas. Retention areas means those Common Areas so designated on the development plans submitted to Sarasota County, this Declaration, the Plat, any addendum thereto, or otherwise designated by Association and which are areas subjected to periodic or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. These retention areas shall be kept and maintained by the Association together with any adjacent shoreline in an ecologically sound condition for water retention, drainage and water management purposes in compliance with all governmental requirements.

It is the Lot Owner's responsibility not to remove native vegetation that became established within the wet detention ponds abutting their property. Removal includes pulling, dredging, the application of herbicide, and cutting. Lot Owners should address any questions regarding authorized activities within the detention pond to SWFWMD, Venice Permitting Department.

No Owner of the property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the grass swales described in the approved permit and recorded in plat of the Association, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4.

19.6.3 Tract A. It is the obligation of the Association to dedicate Tract A as a public right-of-way at no cost to Sarasota County in the event Sarasota County requests dedication on or before ten (10) years from December 1, 1991 as required pursuant to Resolution No. 91-402 of the Board of County Commissioners of Sarasota County, Florida. The obligation to dedicate Trace "A" for Public Right-of-Way purposes is described in Official Records Book 2475, Page 1923 of the Public Records of Sarasota County, Florida. The obligation provision in this Article shall run with the land.

19.6.4 Minimum Square Footage. Not withstanding any other provisions of the Declarations to the contrary, all Dwelling Units shall have a ground floor heated and cooled living area of not less than 1200 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not such porches are roofed. Garages shall be of at least one-car capacity (unless permission has been granted by the Association to enclose the garage). No carports shall be permitted.

19.7 Lots 521 through 565. In addition to the Land use Provisions provided for in Section 19.1 above, the following specific land use provisions shall apply to Lots 521 through 565 in Deer Hollow:

19.7.1 Access. Association shall have the right to access on any Lots or any Improvements constructed on Lots, between the hours of 9:00 a.m. and 5:00 p.m., upon advance notice to the Owner to determine whether or not an Owner has complied with the provisions of this instrument relating to land use. The Parcel and Dwelling Unit access rights contained in Section 6.5 are also applicable to this Subsection.

19.7.2 Discretion. Whenever the provisions of this instrument require approval of the Association, the approval may be either granted or denied in the sole discretion of the Board of Directors for the Association.

19.7.3 Subordination. Developer and Association agree that their respective interest under this instrument are subordinated to the lien, encumbrance and operation of any mortgages existing at the time of its recordation that encumber any portion of the Property and any additional, replacement, or subsequent mortgages obtained by Developer to finance improvements to the Property or any part of it. Although these provisions are self-executing, the Association shall execute such instruments in recordable form to evidence further this subordination of its interests as Developer may request.

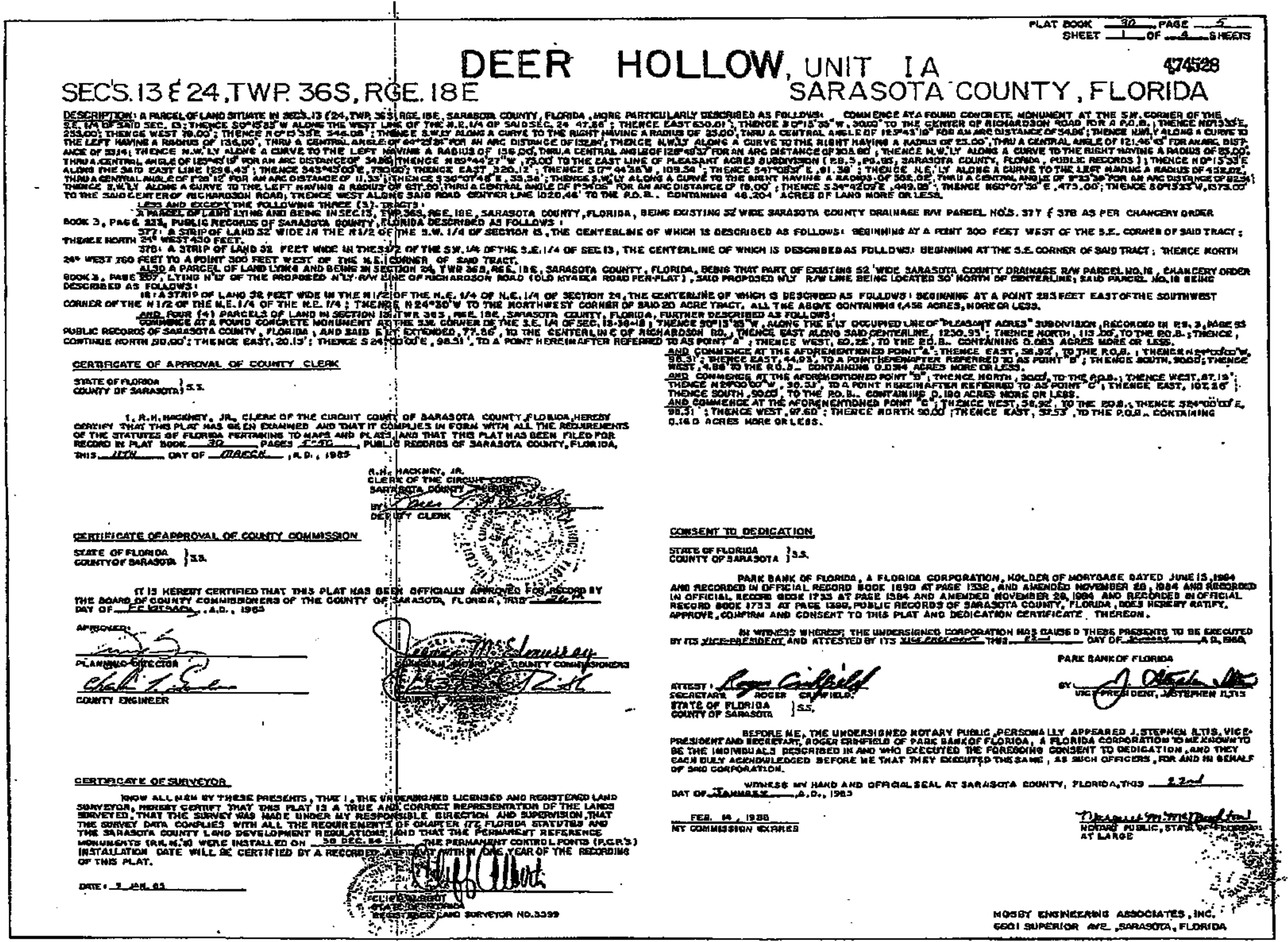
19.7.4 Enforcement by Sarasota County of These Restrictions. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce Assessments on behalf of the Association. Furthermore, no Amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

19.7.5 Wetlands, Lakes and Ponds. Wetlands, lakes and ponds means those Common Areas so designated on the development plans submitted to Sarasota County, this Declaration, the Plat, any addendum thereto, or otherwise designated by Developer and which are areas subjected to permanent or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds shall be kept and maintained by the Association together with any adjacent shoreline in an ecologically sound condition for water retention, drainage and water management purposes in compliance with all governmental requirements. Graded lakes shall be maintained with a productive littoral zone in compliance with governmental requirements.

No activity may be undertaken or performed in preserved wetlands, created wetlands, upland buffers to wetlands or upland preservation areas which are contained within the preservation area and described in the recorded plat of Deer Hollow Subdivision unless prior written approval is received from the Southwest Florida Management District pursuant to Chapter 40D-4, F.A.C. Prohibited activities within preserved wetlands, created wetlands, upland preservation areas and upland buffers adjacent to wetlands include the removal of native vegetation; excavation; placing or dumping of soil, trash or land clearing debris; and construction or maintenance of any building, residence or structure.

19.7.6 Environmental Restrictions. As provided in Sarasota County Resolution 89-130 where wetland fringing hammocks are adjacent to a watercourse or a wetland, a fifty foot (50') setback is to be maintained from the top of the bank of the water course or wetland and disturbance within this setback area is prohibited. No fill is to be placed within such setback area, nor shall trees or understory be removed. Building in or filling of wetland areas shall be prohibited without an approved plan and permit from the County Natural Resources Department or such other department of Sarasota County that has jurisdiction of the matter at that time. The environmental restrictions established in this paragraph shall be enforceable by the Association or by Sarasota County, and in the event any such enforcement action is commenced, the prevailing party shall be entitled to reimbursement from the opposing party for all court costs and attorneys fees, including negotiation, investigation, trial and appellate proceedings.

No Owner of the Property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the maintenance easement or the grass swales described in the approved permit and recorded in plat of the Subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4.



PLAT BOOK 30 PAGE 5
SHEET 1 OF 4 SHEETS

DEER HOLLOW, UNIT IA

474528

SEC'S. 13 & 24, TWP. 36S, RGE. 18E
SARASOTA COUNTY, FLORIDA

DESCRIPTION: A PARCEL OF LAND SITUATE IN SECS. 13 & 24, TWP. 36S, RGE. 18E, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A FOUND CONCRETE MONUMENT AT THE S.W. CORNER OF THE S.E. 1/4 OF SAID SEC. 13; THENCE S0°15'35" W ALONG THE WEST LINE OF THE N.E. 1/4 OF SAID SEC. 24 47.86'; THENCE EAST 630.01'; THENCE S 0°15'35" W, 30.00' TO THE CENTER OF RICHARDSON ROAD FOR A P.O.B.; THENCE N0°15'35"E, 233.00'; THENCE WEST 70.00'; THENCE N 0°15'35"E, 346.08'; THENCE S.W.LY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', THRU A CENTRAL ANGLE OF 125°43'19" FOR AN ARC DISTANCE OF 54.86'; THENCE N.W.LY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 136.00', THRU A CENTRAL ANGLE OF 64°25'31" FOR AN ARC DISTANCE OF 152.84'; THENCE N.W.LY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', THRU A CENTRAL ANGLE OF 121.46'43" FOR AN ARC DISTANCE OF 53.14'; THENCE N.W.LY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 136.00', THRU A CENTRAL ANGLE OF 128°48'37" FOR AN ARC DISTANCE OF 305.80'; THENCE N.W.LY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', THRU A CENTRAL ANGLE OF 125°43'19" FOR AN ARC DISTANCE OF 54.86'; THENCE N89°44'27" W, 75.00' TO THE EAST LINE OF PLEASANT ACRES SUBDIVISION (P.B. 3, PG. 93, SARASOTA COUNTY, FLORIDA, PUBLIC RECORDS); THENCE N0°15'33"E ALONG THE SAID EAST LINE 1296.43'; THENCE S43°45'00"E, 750.00'; THENCE EAST 320.12'; THENCE S17°44'36"W, 109.34'; THENCE S47°08'57"E, 61.38'; THENCE N.E.'LY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 452.02', THRU A CENTRAL ANGLE OF 1°26'12" FOR AN ARC DISTANCE OF 11.33'; THENCE S30°07'46"E, 35.36'; THENCE S.W.LY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 502.02', THRU A CENTRAL ANGLE OF 9°23'39" FOR AN ARC DISTANCE OF 82.34'; THENCE S.W.LY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 637.00', THRU A CENTRAL ANGLE OF 1°34'06" FOR AN ARC DISTANCE OF 18.00'; THENCE S34°42'09"E, 449.08'; THENCE N60°07'50"E, 473.00'; THENCE S0°15'35"W, 1373.00' TO THE SAID CENTER OF RICHARDSON ROAD; THENCE WEST ALONG SAID ROAD CENTER LINE 1020.46' TO THE P.O.B. CONTAINING 46.204 ACRES OF LAND MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING THREE (3) TRACTS:

A PARCEL OF LAND LYING AND BEING IN SEC. 13, TWP. 36S, RGE. 18E, SARASOTA COUNTY, FLORIDA, BEING EXISTING 52' WIDE SARASOTA COUNTY DRAINAGE R/W PARCEL NO'S. 377 & 378 AS PER CHANCERY ORDER BOOK 3, PAGE 223, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

377: A STRIP OF LAND 52' WIDE IN THE N1/2 OF THE S.W. 1/4 OF SECTION 13, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 300 FEET WEST OF THE S.E. CORNER OF SAID TRACT; THENCE NORTH 24° WEST 430 FEET.

378: A STRIP OF LAND 52 FEET WIDE IN THE S1/2 OF THE S.W. 1/4 OF THE S.E. 1/4 OF SEC. 13, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF SAID TRACT; THENCE NORTH 24° WEST 760 FEET TO A POINT 300 FEET WEST OF THE N.E. CORNER OF SAID TRACT.

ALSO A PARCEL OF LAND LYING AND BEING IN SECTION 24, TWP. 36S, RGE. 18E, SARASOTA COUNTY, FLORIDA, BEING THAT PART OF EXISTING 52' WIDE SARASOTA COUNTY DRAINAGE R/W PARCEL NO. 18, CHANCERY ORDER BOOK 3, PAGE 207, LYING N'LY OF THE PROPOSED N'LY R/W LINE OF RICHARDSON ROAD (OLD KYAKKA ROAD PER PLAT), SAID PROPOSED N'LY R/W LINE BEING LOCATED 30' NORTH OF CENTERLINE; SAID PARCEL NO. 18 BEING DESCRIBED AS FOLLOWS:

18: A STRIP OF LAND 52 FEET WIDE IN THE N1/2 OF THE N.E. 1/4 OF N.E. 1/4 OF SECTION 24, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 283 FEET EAST OF THE SOUTHWEST CORNER OF THE N1/2 OF THE N.E. 1/4 OF THE N.E. 1/4; THENCE N24°30'W TO THE NORTHWEST CORNER OF SAID 20 ACRE TRACT. ALL THE ABOVE CONTAINING 1.458 ACRES, MORE OR LESS.

AND FOUR (4) PARCELS OF LAND IN SECTION 13, TWP. 36S, RGE. 18E, SARASOTA COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT AT THE S.W. CORNER OF THE S.E. 1/4 OF SEC. 13-36-18; THENCE S0°15'35"W, ALONG THE E'LY OCCUPIED LINE OF "PLEASANT ACRES" SUBDIVISION, RECORDED IN P.B. 3, PAGE 93 PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND SAID E'LY EXTENDED, 77.86', TO THE CENTERLINE OF RICHARDSON RD.; THENCE EAST ALONG SAID CENTERLINE, 1230.93'; THENCE NORTH, 113.00', TO THE P.O.B.; THENCE, CONTINUE NORTH 50.00'; THENCE EAST, 20.15'; THENCE S 24°00'00"E, 98.31', TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE WEST, 60.25', TO THE P.O.B. CONTAINING 0.083 ACRES MORE OR LESS.

AND COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE EAST, 58.92', TO THE P.O.B.; THENCE N24°00'00"W, 98.31'; THENCE EAST, 44.93', TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH, 90.00'; THENCE WEST, 4.86' TO THE P.O.B. CONTAINING 0.054 ACRES MORE OR LESS.

AND COMMENCE AT THE AFOREMENTIONED POINT "B"; THENCE NORTH, 30.00', TO THE P.O.B.; THENCE WEST, 87.19'; THENCE N24°00'00"W, 30.31', TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE EAST, 107.26'; THENCE SOUTH, 90.00', TO THE P.O.B. CONTAINING 0.190 ACRES MORE OR LESS.

AND COMMENCE AT THE AFOREMENTIONED POINT "C"; THENCE WEST, 58.92', TO THE P.O.B.; THENCE S24°00'00"E, 98.31'; THENCE WEST, 97.60'; THENCE NORTH 90.00'; THENCE EAST, 57.53', TO THE P.O.B. CONTAINING 0.160 ACRES MORE OR LESS.

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

I, R.H. HACKNEY, JR., CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 30 PAGES 5-5G, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 11TH DAY OF MARCH, A.D., 1985

R.H. HACKNEY, JR.
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
BY
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 26th DAY OF FEBRUARY, A.D., 1985

APPROVED:

PLANNING DIRECTOR

Chas. T. [illegible]
COUNTY ENGINEER

George McElmurray
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

CLERK

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE INSTALLED ON 30 DEC. 84. THE PERMANENT CONTROL POINTS (P.C.P.'S) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

DATE: 7 JAN. 85

Cliff Albert
CLIFFORD ALBERT
STATE OF FLORIDA
REGISTERED LAND SURVEYOR NO. 3399

CONSENT TO DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

PARK BANK OF FLORIDA, A FLORIDA CORPORATION, HOLDER OF MORTGAGE DATED JUNE 13, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1690 AT PAGE 1332, AND AMENDED NOVEMBER 28, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1733 AT PAGE 1384 AND AMENDED NOVEMBER 28, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1733 AT PAGE 1390, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND DEDICATION CERTIFICATE THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE-PRESIDENT AND ATTESTED BY ITS VICE-PRESIDENT THIS 22nd DAY OF JANUARY, A.D. 1985.

PARK BANK OF FLORIDA

BY J. Stephen Iltis
VICE-PRESIDENT, J. STEPHEN ILTIS

ATTEST: Roger Crinfield
SECRETARY ROGER CRINFIELD

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED J. STEPHEN ILTIS, VICE-PRESIDENT AND SECRETARY, ROGER CRINFIELD OF PARK BANK OF FLORIDA, A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 22nd DAY OF JANUARY, A.D., 1985

FEB. 14, 1988
MY COMMISSION EXPIRES

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

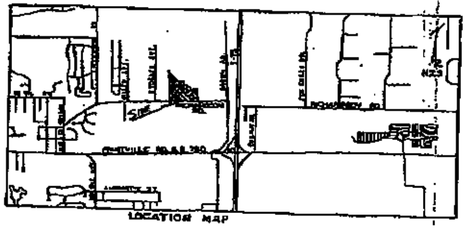
MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

PLAT BOOK 30 PAGE 58
SHEET 2 OF 4 SHEETS

DEER HOLLOW, UNIT 1A

SEC'S. 13 & 24, TWP. 36 S, RGE. 18 E

SARASOTA COUNTY, FLORIDA


LOCATION MAP

CERTIFICATE OF OWNERSHIP AND PUBLIC DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT 1A SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, THOROUGHFARES, REAR, FRONT AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 22nd DAY OF January, A.D., 1985

ATTEST: ______________________
SECRETARY, DAVID S. McNABB

McNABB HOMES, INC.
BY: ______________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB SECRETARY, OF McNABB HOMES, INC. A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 22nd DAY OF Jan, A.D., 1985

May 24, 1987
MY COMMISSION EXPIRES

Linda J. Ross
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

CERTIFICATE OF OWNERSHIP AND PRIVATE DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT 1A SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET-APART TRACTS A, B, C, D & E AS SHOWN AND DESCRIBED ON THIS PLAT, FOR OPEN SPACE PURPOSES TO THE PROPERTY OWNERS OF DEER HOLLOW HOMEOWNERS ASSOCIATION, INC. THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER. SUBJECT HOWEVER, TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 22nd DAY OF January A.D., 1985.

ATTEST: ______________________
SECRETARY, DAVID S. McNABB

McNABB HOMES, INC.
BY: ______________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB SECRETARY, OF McNABB HOMES, INC. A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS [illegible] DAY OF January, A.D., 1985

May 24, 1987
MY COMMISSION EXPIRES

Linda J. Ross
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

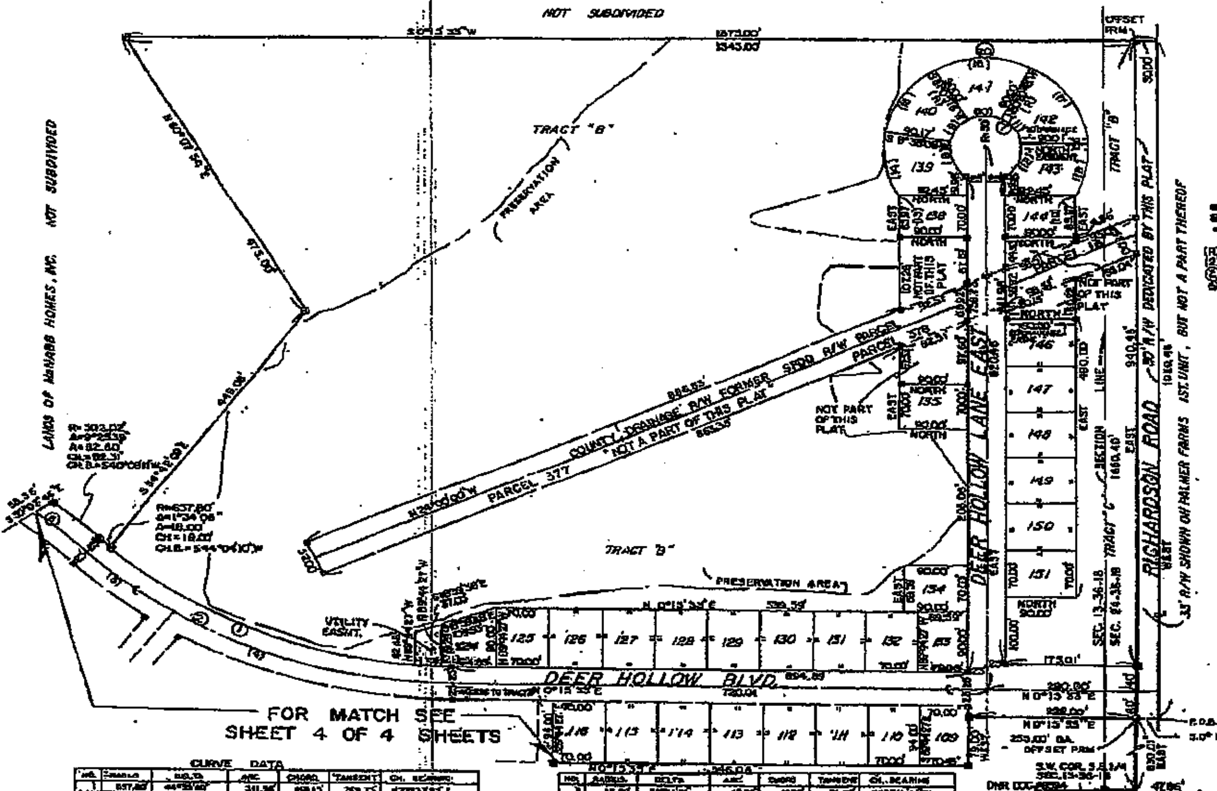
MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

PLAT BOOK 30 PAGE 38
SHEET 3 OF 4 SHEETS

DEER HOLLOW, UNIT 1A

SEC'S. 13 & 24, TWP. 36 S, RGE. 18 E

SARASOTA COUNTY, FLORIDA



FOR MATCH SEE SHEET 4 OF 4 SHEETS

N

0 100 200
GRAPHIC SCALE 1" = 100'

LEGEND

- ● PERMANENT CONTROL POINT (BLOCK LINE)
- ● PERMANENT REFERENCE MONUMENTS
- • PERMANENT CONTROL POINT (℄ of P.I., P.C., P.T. & P.R.C.)
- (R) RADIAL LINE
- (2) PARTIAL CURVE
- ② OVERALL CURVE
- BENCH MARK

NOTES

BLOCK CORNER RADII INTERSECTING STREETS ARE 10.00 FEET AND CORNER LOT DIMENSIONS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED UNLESS OTHERWISE SHOWN.

BEARINGS ARE BASED ON CENTER OF RICHARDSON ROAD BEING DUE WEST. (ASSUMED)

BENCH MARK BASED ON SARASOTA COUNTY [illegible] ELEVATION [illegible] 1929. P.S.M. EL. 31.35'

LOT LINE EASEMENTS

EASEMENTS OF 10' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 3' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, UNDERGROUND E.B.C.L. AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.
WHERE A ZERO LOT LINE CONDITION EXISTS THE SIDE LOT LINE EASEMENT WILL TERMINATE AT THE VERTICAL PLANE OF THE OUTSIDE PERIMETER OF ANY STRUCTURE WITHIN SAID SIDE LOT LINE EASEMENT.

PLAT RESTRICTIONS

THIS IS A CLUSTER HOUSING CONCEPT PLAT AND BUILDING SET-BACKS VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS.

CURVE DATA

NO.	RADIUS	DELTA	ARC	CHORD	TANGENT	CH. BEARING
1	657.80'	44°[illegible]'00"	341.56'	[illegible]	269.75'	[illegible]
2	607.80'	44°30'40"	[illegible]	[illegible]	[illegible]	N [illegible] E
3	"	12°16'26"	146.56'	146.06'	73.46'	N 38°42'[illegible]" E
4	"	32°[illegible]'40"	380.[illegible]'	[illegible]	182.81'	N [illegible] E
5	657.80'	3°[illegible]	55.[illegible]'	55.[illegible]'	47.[illegible]'	N 4°[illegible] E
6	477.00'	6°[illegible]	[illegible]	92.3[illegible]'	46.[illegible]'	N [illegible]'04" E
7	46.00'	[illegible]	236.[illegible]'	—	—	—
8	44.00'	38°38'[illegible]"	47.[illegible]'	46.72'	24.24'	S 42°03'[illegible]" W

NO.	RADIUS	DELTA	ARC	CHORD	TANGENT	CH. BEARING
9	48.00'	58°34'08"	47.02'	45.00'	[illegible]	[illegible]
10	"	"	"	"	"	N 0°22'[illegible]" E
11	"	"	"	"	"	N 38°26'17" E
12	"	58°51'[illegible]"	47.[illegible]'	45.20'	24.[illegible]'	S 62°20'[illegible]" E
13	136.[illegible]'	1°33'[illegible]"	4.31'	4.31'	2.36'	N 58°45'41" E
14	"	36°[illegible]	[illegible].47'	[illegible]	45.3[illegible]'	N 75°00'46" E
15	"	[illegible]	126.44'	124.38'	[illegible]	[illegible]
16	"	58°34'08"	[illegible]	[illegible]	[illegible]	S 0°[illegible]" W

NO.	RADIUS	DELTA	ARC	CHORD	TANGENT	CH. BEARING
17	136.00'	[illegible]	141.[illegible]'	[illegible]	78.[illegible]	S [illegible] W
18	"	[illegible]	73.[illegible]'	72.[illegible]'	37.3[illegible]'	[illegible] W
19	"	[illegible]	4.31'	4.31'	2.36'	[illegible] W
20	136.00'	[illegible]	372.[illegible]'	—	—	—
21	632.80'	[illegible]	[illegible]	[illegible]	[illegible]	N 21°[illegible] E

MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

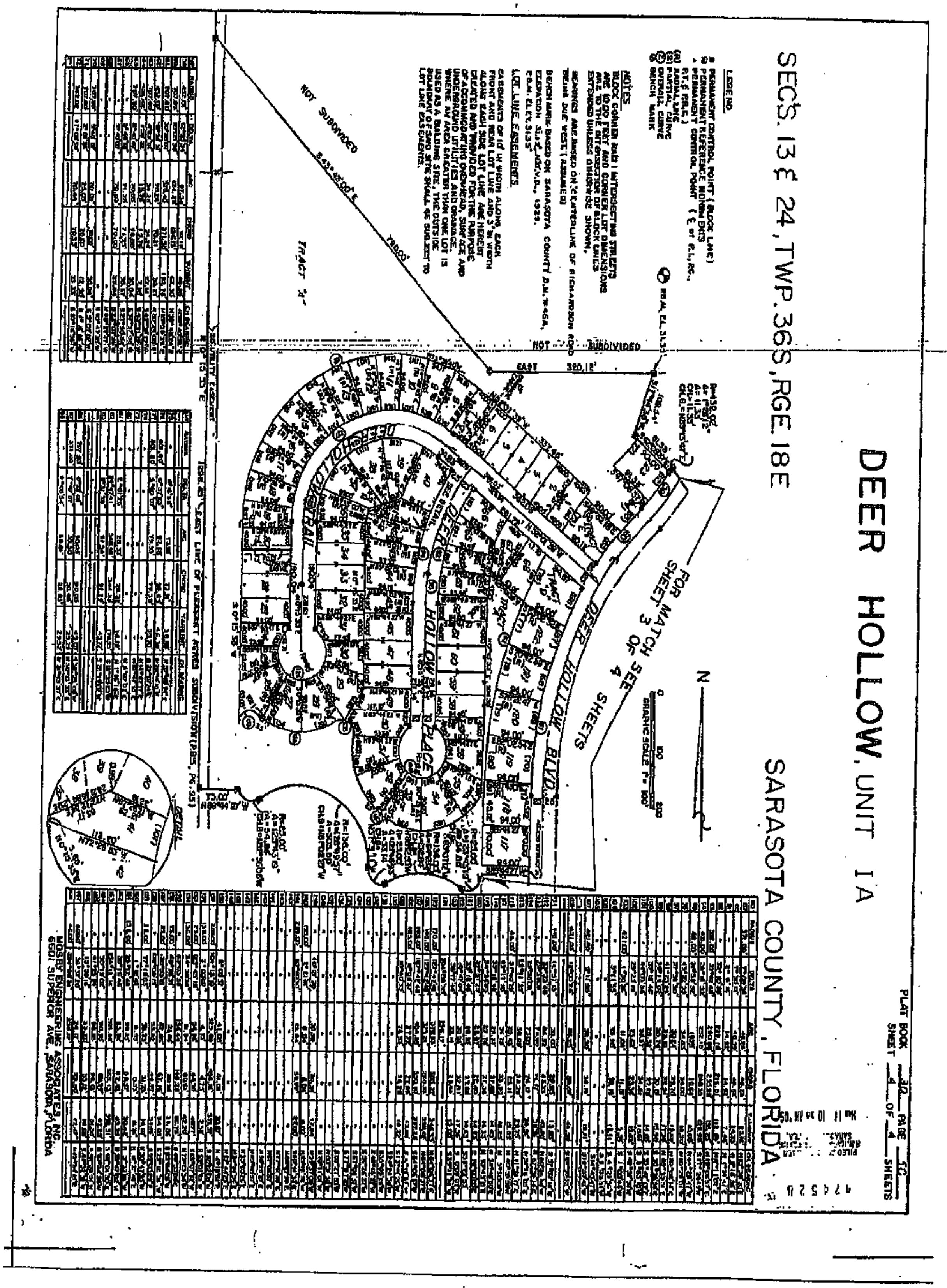

DEER HOLLOW, UNIT 1A
SECS. 13 & 24, TWP. 36S, RGE. 18E
SARASOTA COUNTY, FLORIDA
PLAT BOOK 30 PAGE 5C
SHEET 4 OF 4 SHEETS
FOR MATCH SEE SHEET 3 OF 4 SHEETS
LEGEND
■ PERMANENT CONTROL POINT (BLOCK LINE)
⊡ PERMANENT REFERENCE MONUMENTS
▲ PERMANENT CONTROL POINT (¢ of R.L.R.R.)
P.T. & P.R.C.
(R) RADIAL LINE
(P) PARTIAL CURVE
(O) OVERALL CURVE
⊗ BENCH MARK
NOTES
BLOCK CORNER RADII INTERSECTING STREETS ARE 10.00 FEET AND CORNER LOT DIMENSIONS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED UNLESS OTHERWISE SHOWN.
BEARINGS ARE BASED ON ¢ CENTERLINE OF RICHARDSON ROAD BEING DUE WEST (ASSUMED)
BENCH MARK BASED ON SARASOTA COUNTY B.M. #46A, ELEVATION 31.4' U.S.C.&G.S. 1929.
P.B.M. ELEV. 31.35'
LOT LINE EASEMENTS
EASEMENTS OF 10' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 5' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.
NOT SUBDIVIDED
TRACT "A"
S43°45'00"E
780.00'
EAST 320.12'
DEER HOLLOW BLVD.
DEER HOLLOW PLACE
DEER HOLLOW TRAIL
N
GRAPHIC SCALE 1" = 100'
EAST LINE OF PLEASANT ACRES SUBDIVISION (P.B.5, PG. 93)
DETAIL
MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

Exhibit "A" to Amended and Restated Declaration of Maintenance and Land Use Provisions
(Plats)

PLAT BOOK 30 PAGE 19.
SHEET 1 OF 3 SHEETS

505448

SEC. 13 & 24, TWP. 36S, RGE. 18E.

DEER HOLLOW UNIT IB

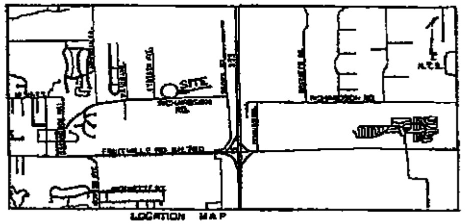
SARASOTA COUNTY, FLORIDA

DESCRIPTION: DEER HOLLOW, 1 B

A PARCEL OF LAND SITUATE IN SECTIONS 13 & 24, TWP. 36S, RGE. 18E, SARASOTA COUNTY, FLORIDA IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND CONCRETE MONUMENT AT THE S.W. CORNER OF THE S.E. 1/4 OF SEC. 13; THENCE N 0°15'33" E ALONG THE WEST LINE OF THE S.E. 1/4 OF SAID SECTION 13 873.71'; TO THE SOUTHERLY LINE OF DEER HOLLOW UNIT 1-A PER P.B. 30, PGS. 5-5C; (THE FOLLOWING 9 CALLS ARE ALONG THE BOUNDARY OF SAID UNIT 1-A); THENCE S 89°44'27" E 73.00; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FOR AN ARC DISTANCE OF 54.86 THROUGH A CENTRAL ANGLE OF 125°43'18", CHORD BEARING S 62°36'06" E; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 138.00 FOR AN ARC DISTANCE OF 305.00 THROUGH A CENTRAL ANGLE OF 126°49'37", CHORD BEARING S [illegible] E; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FOR AN ARC DISTANCE OF 53.14 THROUGH A CENTRAL ANGLE OF 121°46'43", CHORD BEARING S 57°31'16" E; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 136.00 FOR ARC DISTANCE OF 152.84 THROUGH A CENTRAL ANGLE OF 64°23'24", CHORD BEARING S [illegible]; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FOR AN ARC DISTANCE OF 54.86 THROUGH ANGLE OF 125°43'18", CHORD BEARING N 62°07'12" E; THENCE ALONG THE BOUNDARY OF DEER HOLLOW SUBDIVISION, UNIT 1-A AS RECORDED IN PLAT BOOK 30 AT PAGES 5-5C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR THE FOLLOWING THREE (3) COURSES: S 0°15'33" W 546.03; THENCE EAST 75.00' AND S 0°15'33" W 255.00 TO THE CENTER OF RICHARDSON ROAD; THENCE WEST ALONG SAID CENTER OF RICHARDSON ROAD 630.01 TO THE WEST LINE OF THE N.E. 1/4 OF SAID SECTION 24; THENCE N 0°15'33" E ALONG SAID WEST LINE OF N.E. 1/4 [illegible] TO THE P.O.B.
CONTAINING 11.616 ACRES OF LAND, MORE OR LESS.

ALSO, A PARCEL OF LAND SITUATE IN SECTION 13, TWP. 36 S., RGE. 18E., SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF LOT 146, DEER HOLLOW SUBDIVISION UNIT 1-A AS RECORDED IN PLAT BOOK 30 AT PAGE 5-5C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 146, 90.00 TO THE SOUTHERLY R/W LINE OF DEER HOLLOW LANE EAST (50 R/W); THENCE EAST ALONG SAID SLY. R/W LINE 70.00 TO THE WLY. LINE OF A COUNTY DRAINAGE R/W, PER OR. BK. 1736, PG. 1046; THENCE SOUTH ALONG SAID WLY LINE 90.00; THENCE WEST 70.00 TO THE P.O.B. CONTAINING 6,300 SQUARE FEET MORE OR LESS.

ALSO, A PARCEL OF LAND SITUATE IN SECTION 13, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. COR. OF LOT 135, DEER HOLLOW SUBDIVISION UNIT 1-A, AS RECORDED IN PLAT BOOK 30 AT PAGES 5-5C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE NORTHERLY R/W LINE OF DEER HOLLOW LANE EAST (50 R/W); THENCE NORTH ALONG THE EAST LINE OF SAID LOT 135 90.00; THENCE EAST 140.00; THENCE SOUTH 90.00 TO SAID NORTHERLY R/W LINE; THENCE WEST ALONG SAID NORTHERLY R/W LINE 140.00 TO THE P.O.B. CONTAINING 12,600 SQUARE FEET OF LAND, MORE OR LESS.



LOCATION MAP

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA)
COUNTY OF SARASOTA) S.S.

I, R.H. HACKNEY, JR., CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 30 PAGES 19-19B, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
THIS 12TH DAY OF June, A.D., 1985.

R.H. HACKNEY, JR.
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
BY
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)
COUNTY OF SARASOTA) S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 11th DAY OF June, A.D., 1985.

APPROVED:

PLANNING DIRECTOR

Charles T. Engle
COUNTY ENGINEER

James McElhannon
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE INSTALLED ON 4-12-85. THE PERMANENT CONTROL POINTS (PCP'S) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

DATE: 4-17-85

CLIFF ALBERTS
STATE OF FLORIDA
REGISTERED LAND SURVEYOR NO. 3599

CONSENT TO DEDICATION

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS

PARK BANK OF FLORIDA, A FLORIDA CORPORATION, HOLDER OF MORTGAGE DATED JUNE 15, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1690 AT PAGE 1532, AND AMENDED NOVEMBER 28, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1732 AT PAGE 1384 AND AMENDED NOVEMBER 28, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1733 AT PAGE 1399, AND AMENDED MARCH 26, 1985 AND RECORDED IN OFFICIAL RECORD BOOK 1764 AT PAGES 1999-2000 PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND DEDICATION CERTIFICATION THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THE PRESENTS TO BE EXECUTED BY ITS VICE-PRESIDENT AND ATTESTED BY ITS VICE-PRESIDENT THIS 2nd DAY OF April, A.D. 1985.

PARK BANK OF FLORIDA

ATTEST: Roger C. [illegible]
SECRETARY, ROGER CRINFIELD

BY: J. Stephen [illegible]
VICE-PRESIDENT, J. STEPHEN [illegible]

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED J. STEPHEN [illegible], VICE-PRESIDENT AND ROGER CRINFIELD, SEC. OF PARK BANK OF FLORIDA, A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 2nd DAY OF April, A.D., 1985.

FEB. 14, 1988
MY COMMISSION EXPIRES

Margaret K. McNaughton
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS

THE DECLARATION IS RECORDED IN O.R. BOOK 1798 AT PAGE 664 AND AMENDED IN OR. BOOK 1986 PAGE 1129 WITH A SUPPLEMENT IN O.R. BOOK 1986, PAGE 1132, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

PLAT BOOK 30 PAGE 19A
SHEET 2 OF 4 SHEETS

DEER HOLLOW
UNIT I B

SECS. 13 & 24, TWP. 36 S, RGE. 18 E

SARASOTA COUNTY, FLORIDA

CERTIFICATE OF OWNERSHIP AND PUBLIC DEDICATION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT IB SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, REAR, FRONT AND SIDE-LOT LINE UTILITY AND DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS [illegible] DAY OF [illegible], A.D., 1985.

McNABB HOMES, INC.

ATTEST: ____________________
SECRETARY, DAVID S. McNABB

BY: ____________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB SECRETARY OF McNABB HOMES, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 26th DAY OF March, A.D., 1985.

May 24, 1987
MY COMMISSION EXPIRES

____
NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

CERTIFICATE OF OWNERSHIP AND PRIVATE DEDICATION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT IB SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET-APART TRACT "F" AS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USE AND PURPOSES TO THE PROPERTY OWNERS OF DEER HOLLOW HOMEOWNERS ASSOCIATION, INC, THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY, AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER. SUBJECT HOWEVER, TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS [illegible] DAY OF [illegible] A.D., 1985.

McNABB HOMES, INC.

ATTEST: ____________________
SECRETARY, DAVID S. McNABB

BY ____________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA
COUNTY OF SARASOTA } SS.

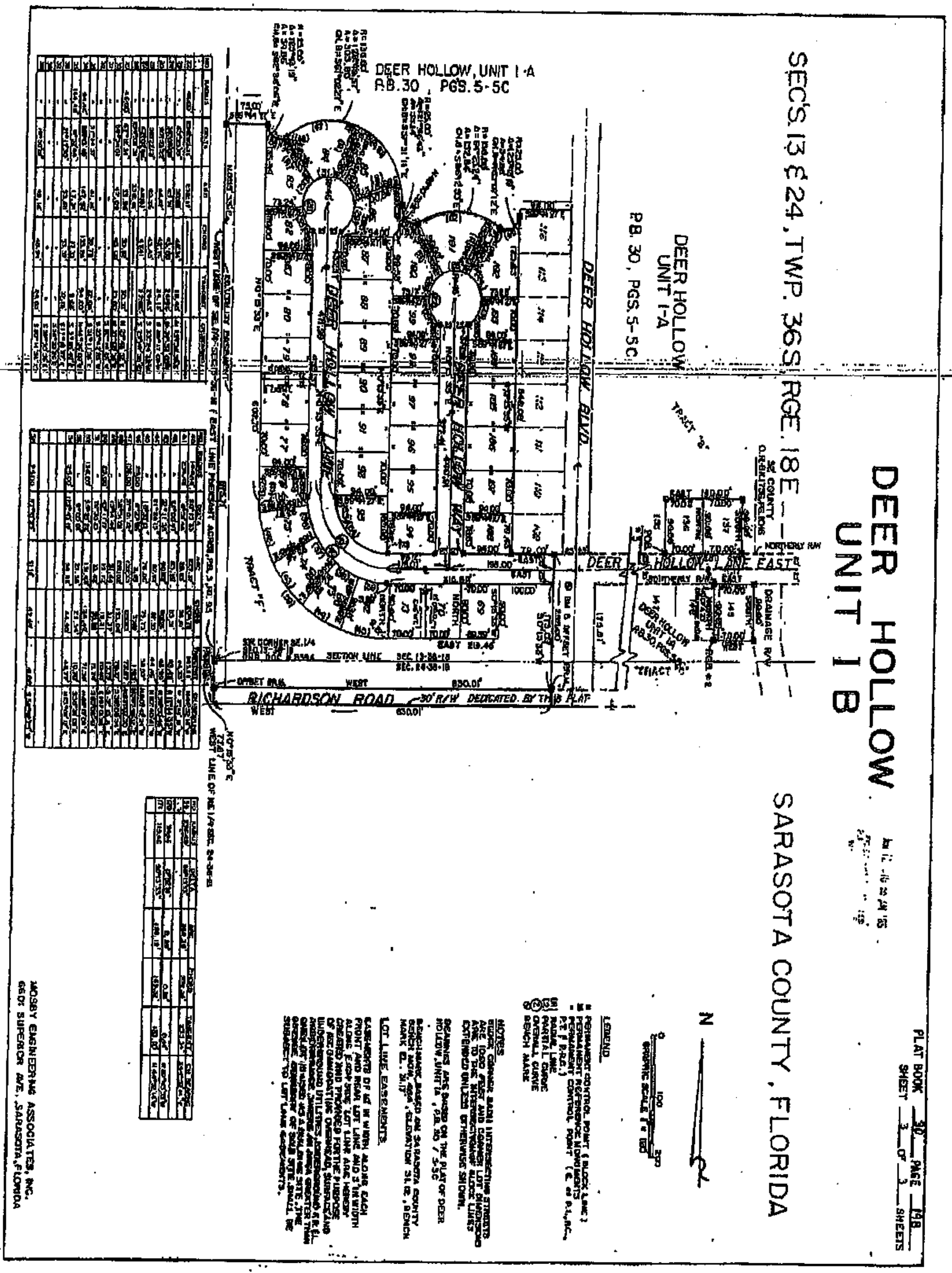
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB PRESIDENT, AND DAVID S. McNABB SECRETARY, OF McNABB HOMES, INC. A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, [illegible] DAY OF March, A.D., 1985.

May 24, 1987
MY COMMISSION EXPIRES

Linda J. [illegible]
NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA


DEER HOLLOW
UNIT 1 B
SECS 13 & 24, TWP. 36S, RGE. 18E
SARASOTA COUNTY, FLORIDA
PLAT BOOK 30 PAGE 5B
SHEET 3 OF 3 SHEETS
DEER HOLLOW, UNIT 1-A
P.B. 30, PGS. 5-5C
DEER HOLLOW
UNIT 1-A
P.B. 30, PGS. 5-5C
DEER HOLLOW BLVD.
DEER HOLLOW LANE EAST
RICHARDSON ROAD 30' R/W DEDICATED BY THIS PLAT
TRACT "F"
TRACT "E"
LEGEND
NOTES
LOT LINE EASEMENTS
MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

PLAT BOOK 30 PAGE 26
SHEET 1 OF 5 SHEETS

513672

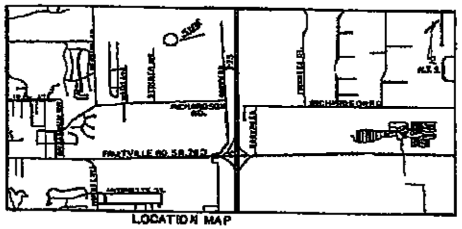
DEER HOLLOW, UNIT II

SEC.13, TWP. 36S, RGE. 18E

SARASOTA COUNTY, FLORIDA

DESCRIPTION: DEER HOLLOW UNIT II

COMMENCE AT FOUND CONCRETE MONUMENT AT THE SW CORNER OF SE 1/4 OF SECTION 13, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA; THENCE N0°15'33"E, ALONG THE E'LY OCCUPIED LINE OF "PLEASANT ACRES" SUBDIVISION RECORDED IN P.B. 5, PG. 35, AND "PLEASANT ACRES RESUB OF BLOCK C" RECORDED IN P.B. 7, PG. 98, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A DISTANCE OF 2591.40' FOR A P.O.B.; THENCE CONTINUE N0°15'33"E, ALONG SAID E'LY LINE OF PLEASANT ACRES RESUB OF BLOCK C" FOR A DISTANCE OF 23.86' TO A FOUND CONCRETE MONUMENT AT THE NE CORNER OF SAID "PLEASANT ACRES RESUB, SAID CONCRETE MONUMENT BEING THE OCCUPIED CENTER OF SAID SECTION 13; THENCE CONTINUE N0°15'33"E, ALONG SAID E'LY LINE EXTENDED FOR A DISTANCE OF 1.34' TO A POINT ON THE TRUE S'LY LINE OF THE NW 1/4 OF SAID SECTION (SAID POINT LYING N89°53'25"W, 4.13' FROM TRUE CENTER OF SECTION 13; THENCE N89°53'25"W ALONG SAID TRUE S'LY LINE OF NW 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 332.83' TO THE SW COR. OF THE E1/2 OF THE E1/2 OF THE SE 1/4 OF THE NW 1/4 OF SAID SEC. 13; THENCE N0°17'41"E, ALONG THE W'LY LINE OF SAID E1/2 OF THE E1/2 OF THE SE1/4 OF THE NW 1/4 OF SECTION 13 FOR A DISTANCE OF 1307.87' TO THE NW CORNER OF SAID E1/2 OF THE E1/2 OF THE SE1/4 OF THE NW 1/4 OF SECTION 13; THENCE S89°09'48"E, ALONG THE N'LY LINE OF SAID E1/2 OF THE E1/2 OF THE SE1/4 OF THE NW 1/4 OF SECTION 13 FOR A DISTANCE OF 344.18' TO THE NW CORNER OF THE W1/2 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 13; THENCE S89°05'12"E ALONG THE NORTH LINE OF SAID W1/2 OF THE SW1/4 OF THE NE 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 661.26' TO THE NE CORNER OF THE W1/2 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 13; THENCE S0°24'48"W, ALONG THE EAST LINE OF SAID W1/2 OF THE SW 1/4 OF THE NE 1/4 OF SAID SAID SECTION 13 FOR A DISTANCE OF 1312.95'; THENCE S53°39'50"E, 35.77' TO THE P.C. OF A CURVE TO THE RIGHT; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 950.40', CHORD BEARING OF S39°51'22"E, A CHORD LENGTH OF 537.03', THROUGH A CENTRAL ANGLE OF 32°34'29", FOR AN ARC DISTANCE OF 534.34' TO THE P.C.C. OF A CURVE CONCAVE TO THE SW; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 1014.16', A CHORD BEARING OF S5°37'52"E, A CHORD LENGTH OF 619.11, THROUGH A CENTRAL ANGLE OF 35°32'30", FOR AN ARC DISTANCE OF 629.15' TO A P.C.C. OF A CURVE CONCAVE TO THE NW, THENCE SW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 1062.02', A CHORD BEARING OF S21°23'30"W, A CHORD LENGTH OF 193.35', THROUGH A CENTRAL ANGLE OF 10°30'04", FOR AN ARC DISTANCE OF 194.40'; THENCE S49°33'17"W, 31.67'; THENCE S35°17'51"W, 100.00'; THENCE N54°42'09"W, 94.71' TO A POINT ON A CURVE CONCAVE TO THE NW; THENCE NE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 652.00', A CHORD BEARING OF N44°04'10"E, A CHORD LENGTH OF 18.00', THROUGH A CENTRAL ANGLE OF 1°34'08", FOR ARC DISTANCE OF 18.00' TO THE P.R.C. OF A CURVE CONCAVE TO THE SE.; THENCE NE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 502.02', A CHORD BEARING OF N39°51'15"E, A CHORD LENGTH OF 82.47', THROUGH A CENTRAL ANGLE OF 9°25'39", FOR ARC DISTANCE OF 82.62'; THENCE N35°00'00"W, 33.68' TO A POINT ON A CURVE CONCAVE TO THE NW; THENCE SW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 432.02', A CHORD BEARING OF S33°13'46"W, A CHORD LENGTH OF 11.33', THROUGH A CENTRAL ANGLE OF 1°28'12", FOR AN ARC DISTANCE OF 11.33'; THENCE N47°08'37"W, 31.38'; THENCE N17°44'38"E, 105.24'; THENCE EAST, 33.41'; THENCE NORTH 100.00'; THENCE N14°26'09"W, 51.65' TO A POINT ON A CURVE CONCAVE TO THE S.W.; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 764.15', A CHORD BEARING OF N10°51'12"W, A CHORD LENGTH OF 332.09', THROUGH A CENTRAL ANGLE OF 25°06'00", FOR AN ARC DISTANCE OF 334.76' TO THE P.C.C. OF A CURVE CONCAVE TO THE S.W.; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 680.40', A CHORD BEARING OF N46°27'46"W, A CHORD LENGTH OF 333.01' THROUGH A CENTRAL ANGLE OF 48°07'08" FOR AN ARC DISTANCE OF 347.87'; THENCE N20°28'40"E, 100.00' TO A POINT ON A CURVE CONCAVE TO THE S.W.; THENCE NW'LY ALONG SAID CURVE HAVING A RADIUS OF 780.40', A CHORD BEARING OF N79°12'22"W, A CHORD LENGTH OF 262.55', THROUGH A CENTRAL ANGLE OF 19°22'04", FOR AN ARC DISTANCE OF 263.80'; THENCE N89°53'25"W, 211.82' TO THE P.O.B.. CONTAINING 39.041 ACRES MORE OR LESS.



LOCATION MAP

CERTIFICATE OF APPROVAL OF COUNTY CLERK.

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

I, R.H. HACKNEY, JR., CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 30, PAGES 26-26E, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 10th DAY OF July, A.D., 1985.

R.H. HACKNEY, JR.
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
BY:
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 9th DAY OF JULY, A.D., 1985.

APPROVED:

PLANNING DIRECTOR

COUNTY ENGINEER

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE INSTALLED ON 12 MAY 85 [illegible] CONTROL POINTS (P.C.P.'S) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFF[illegible] OF THE RECORDING OF THIS PLAT.

DATE: 5 JUNE 85

CLIFF ALBERT
STATE OF F[illegible]
REGISTERED LAND SURVEYOR NO.3399

CONSENT TO DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

PARK BANK OF FLORIDA, A FLORIDA CORPORATION, HOLDER OF MORTGAGE DATED JUNE 15, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1690 AT PAGE 1332, AND AMENDED NOVEMBER 28, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1733 AT PAGE 1384 AND AMENDED NOVEMBER 28, 1984 AND RECORDED IN OFFICIAL RECORD BOOK 1733 AT PAGE 1390, AND AMENDED MARCH 28, 1985 AND RECORDED IN OFFICIAL RECORD BOOK 1764 AT PAGES 1960-2000 PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM, AND CONSENT TO THIS PLAT AND DEDICATION CERTIFICATION THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE-PRESIDENT AND ATTESTED BY ITS SECRETARY THIS 19th DAY OF APRIL [illegible]

PARK BANK OF FLORIDA

ATTEST: Roger Crifield
SECRETARY, ROGER CRIFIELD

BY: J. Stephen
VICE-PRESIDENT J. STEPHEN ILTIS

STATE OF FLORIDA }
COUNTY OF SARASOTA } SS.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED J. STEPHEN ILTIS, VICE-PRESIDENT AND ROGER CRIFIELD, SECRETARY OF PARK BANK OF FLORIDA, A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 19TH DAY OF APRIL, A.D., 1985.

FEB. 14, 1988
MY COMMISSION EXPIRES

Margaret M. McNaughton
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

DECLARATION OF MAINTANANCE AND LAND USE PROVISIONS

THE DECLARATION IS RECORDED IN O.R. BOOK 1759 AT PAGE 654 AND AMENDED IN O.R. BOOK 1786, PAGE [illegible] AND SUPPLEMENTED IN O.R. BOOK 1766, PAGE 1132, AND AMENDED IN O.R. BOOK 1791, PAGE 2275 AND SUPPLEMENTED IN O.R. BOOK 1791, PAGE 2272, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

PLAT BOOK 30 PAGE 26A
SHEET 2 OF 6 SHEETS

DEER HOLLOW, UNIT II

SEC. 13, TWP. 36S, RGE. 18E
SARASOTA COUNTY,
FLORIDA

CERTIFICATE OF OWNERSHIP AND PUBLIC DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA } SS

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT II SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, THOROUGHFARES, REAR, FRONT AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO [illegible] BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 16th DAY OF April, A.D., 1985.

McNABB HOMES, INC.

ATTEST: ______________________
SECRETARY, DAVID S. McNABB

BY: ______________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA }
COUNTY OF SARASOTA } SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, [illegible] AND DAVID S. McNABB SECRETARY, OF McNABB HOMES, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION [illegible] DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME AS SUCH OFFICERS, FOR AND IN BEHALF [illegible] CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS [illegible] OF April, A.D., 1985.

May 24, 1987
MY COMMISSION EXPIRES

____
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

CERTIFICATE OF OWNERSHIP AND PRIVATE DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA } SS

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB, AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT II SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET-APART TRACTS [illegible] AND THE 20' LANDSCAPE BUFFERS AS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USE AND PURPOSES TO THE PROPERTY OWNERS OF DEER HOLLOW HOMEOWNERS ASSOCIATION, INC. THEIR SUCCESSORS, ASSIGNS & RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER, SUBJECT HOWEVER, TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 16th DAY OF April, A.D., 1985.

McNABB HOMES, INC.

ATTEST: ______________________
SECRETARY, DAVID S. McNABB

BY: ______________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA }
COUNTY OF SARASOTA } SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB SECRETARY, OF McNABB HOMES, INC. A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND THAT HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 16th DAY OF April, A.D. 1985.

May 24, 1987
MY COMMISSION EXPIRES

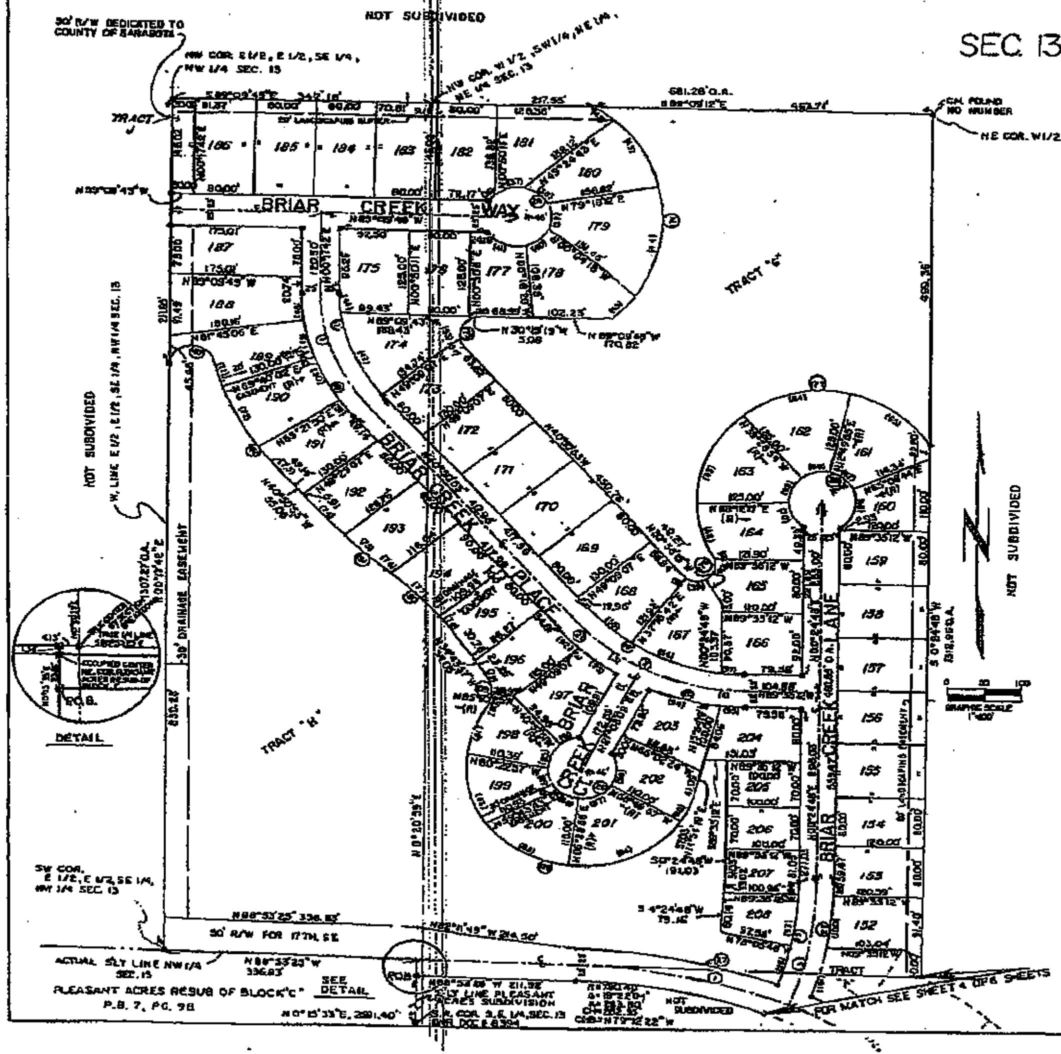
____
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MOSBY ENGINEERING ASSOCIATES INC.
6601 SUPERIOR AVE. SARASOTA, FLORIDA

DEER HOLLOW, UNIT II

PLAT BOOK 30 PAGE 36B
SHEET 3 OF 6 SHEETS

SEC. 13, TWP.36S, RGE.18E
SARASOTA COUNTY,
FLORIDA



NOT SUBDIVIDED
30' R/W DEDICATED TO COUNTY OF SARASOTA
NW COR. E1/2, E1/2, SE 1/4, NW 1/4 SEC. 13
NW COR. W1/2, SW1/4, NE 1/4, NE 1/4 SEC. 13
C.M. FOUND NO NUMBER
NE COR. W1/2, SW1/4, NE1/4 SEC.13
TRACT "J"
BRIAR CREEK WAY
BRIAR CREEK PLACE
BRIAR CREEK CT.
BRIAR CREEK LANE
TRACT "G"
TRACT "H"
30' DRAINAGE EASEMENT
W. LINE E1/2, E1/2, SE 1/4, NW1/4 SEC. 13
NOT SUBDIVIDED
DETAIL
P.O.B.
SW COR. E1/2, E1/2, SE 1/4, NW 1/4 SEC. 13
30' R/W FOR 17TH ST.
ACTUAL SLY LINE NW1/4 SEC. 13
PLEASANT ACRES RESUB OF BLOCK "C" P.B. 7, PG. 98
SEE DETAIL
SLY LINE PLEASANT ACRES SUBDIVISION
NOT SUBDIVIDED
FOR MATCH SEE SHEET 4 OF 6 SHEETS
GRAPHIC SCALE 1"=100'
NOT SUBDIVIDED

LEGEND

- ◉ PERMANENT CONTROL POINT (BLOCK LINE)
- ▣ PERMANENT REFERENCE MONUMENTS
- • PERMANENT CONTROL POINT (℄ AT P.I., P.C., P.T. & P.R.C.)
- (R) RADIAL LINE
- (P) PARTIAL CURVE
- ⓒ OVERALL CURVE
- ⊗ BENCH MARK

NOTES

1. BLOCK CORNER RADII INTERSECTING STREETS ARE 10.00 FEET AND CORNER LOT DIMENSIONS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED UNLESS OTHERWISE SHOWN.
2. BEARINGS ARE BASED ON PLAT OF DEER HOLLOW UNIT IA
3. BENCH MARK BASED ON B.M. # 46 A , ELEVATION 31.12 N.G.V.D., 1929. P.B.M. EL. 30.58

LOT LINE EASEMENTS

EASEMENTS OF 10.00' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 5' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, UNDERGROUND F.P.&L. AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.

WHERE A ZERO LOT LINE CONDITION EXISTS THE SIDE LOT LINE EASEMENT WILL TERMINATE AT THE VERTICAL PLANE OF THE OUTSIDE PERIMETER OF ANY STRUCTURE WITHIN SAID LOT LINE EASEMENT.

PLAT RESTRICTION

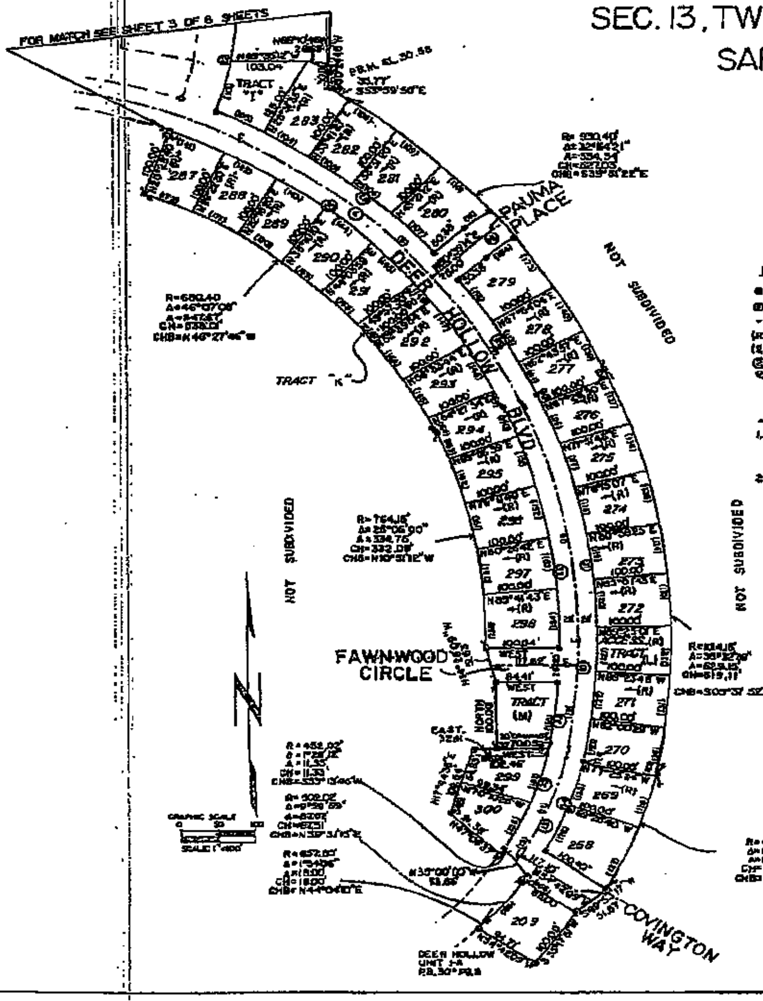
THIS IS A CLUSTER HOUSING CONCEPT PLAT AND BUILDING SETBACK VARY IN ACCORDANCE WITH APPROPRIATE REGULATIONS.

MOSBY ENGINEERING ASSOCIATES INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

PLAT BOOK 30 PAGE 26
SHEET 4 OF 6 SHEETS

DEER HOLLOW, UNIT II

SEC. 13, TWP 36S, RGE. 18E
SARASOTA COUNTY,
FLORIDA



LEGEND

- ● PERMANENT CONTROL POINT (BLOCK LINE)
- ⊗ PERMANENT REFERENCE MONUMENTS
- ▾ PERMANENT CONTROL POINT (℄ AT BL., PC., PT. & PRC.)
- (R) RADIAL LINE
- (2) PARTIAL CURVE
- ⓶ OVERALL CURVE
- ⊗ BENCH MARK

NOTES

1. BLOCK CORNER RADII INTERSECTING STREETS ARE 10.00 FEET AND CORNER LOT DIMENSIONS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED UNLESS OTHERWISE SHOWN.
2. BEARINGS ARE BASED ON PLAT OF DEER HOLLOW UNIT IA
BENCHMARK BASED ON B.M. # 48A , ELEVATION
31.12 N.G.V.D., 1929. P.B.M. EL. 30.58

LOT LINE EASEMENTS.

EASEMENTS OF 10' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 5' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, UNDERGROUND REBL., AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.

WHERE A ZERO LOT LINE CONDITION EXISTS THE SIDE LOT LINE EASEMENT WILL TERMINATE AT THE VERTICAL PLANE OF THE OUTSIDE PERIMETER OF ANY STRUCTURE WITHIN SAID LOT LINE EASEMENT.

PLAT RESTRICTION

THIS IS A CLUSTER HOUSING CONCEPT PLAT AND BUILDING SETBACK VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS.

MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

DEER HOLLOW, UNIT II

PLAT BOOK 30 PAGE 26D
SHEET 5 OF 6 SHEETS

SEC 13, TWP 36S, RGE 18E
SARASOTA COUNTY,
FLORIDA

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	41°08'34"	260.00	186.70	182.72	97.58	S20°18'35"E
2	48°44'28"	310.00	263.70	255.82	140.42	S65°13'02"E
3	22°02'58"	310.00	119.30	118.56	60.40	S51°52'22"E
4	26°41'20"	310.00	144.40	143.10	73.54	S76°14'31"E
5	21°48'44"	518.99	197.58	196.38	100.00	S11°18'11"W
6	65°28'12"	805.40	920.34	871.25	517.92	S56°08'48"E
7	21°06'57"	805.40	296.83	295.15	150.12	S78°19'56"E
8	28°25'41"	805.40	399.61	395.52	204.01	S53°33'36"E
9	15°56'33"	805.40	224.11	223.38	112.78	S31°22'29"E
10	35°32'39"	889.15	551.60	542.80	285.00	S05°37'52"E
11	26°28'24"	889.15	410.83	407.19	209.15	S10°10'00"E
12	9°04'15"	889.15	140.77	140.62	70.59	S07°36'20"W
13	19°37'09"	477.02	163.34	162.55	82.48	S21°57'03"W
14	20°17'21"	477.02	168.92	168.04	85.35	S22°17'09"W
15	1°19'08"	477.02	10.98	10.98	5.49	S33°05'23"W
16	7°45'55"	370.00	50.15	50.11	26.11	N54°32'12"E
17	41°08'34"	235.00	168.75	165.15	88.20	N20°18'35"W
18	41°08'34"	285.00	204.65	200.28	106.98	N20°16'35"W
19	48°44'38"	285.00	242.43	235.19	129.10	N85°13'02"W
20	22°24'33"	335.00	131.02	130.19	66.36	N78°22'55"W
21	17°46'10"	335.00	103.90	103.46	52.37	N49°43'58"W
22	19°12'58"	543.99	182.45	181.59	92.09	S10°01'18"W
23	18°57'26"	493.99	163.45	162.70	82.48	S09°53'32"W
24	294°09'30"	46.00	236.17	50.00	29.78	S00°50'11"W
25	294°09'30"	46.00	236.17	50.00	29.78	S89°35'12"E
26	294°09'30"	46.00	236.17	50.00	29.78	N82°53'51"W
27	19°20'54"	830.40	280.42	279.09	141.56	S79°12'57"E
28	25°00'58"	830.40	362.57	358.69	184.22	S53°34'46"E
29	14°13'03"	830.40	206.08	205.53	103.58	S30°30'44"E
30	65°29'12"	780.40	891.97	844.20	501.84	S56°08'48"E
31	35°32'38"	914.15	567.11	558.06	293.01	S05°37'52"E
32	24°54'12"	864.15	375.60	372.65	190.81	S10°57'06"E
33	7°19'12"	864.15	110.41	110.33	55.28	S08°28'51"W
34	17°34'16"	502.02	153.96	153.36	77.59	S20°55'36"W
35	20°22'13"	452.02	160.71	159.86	81.21	S22°19'34"W
36	15°04'42"	46.00	12.11	12.07	6.09	N41°17'47"E
37	51°32'34"	46.00	41.38	40.00	22.21	N74°36'26"E
38	51°32'34"	46.00	41.38	40.00	22.21	S53°51'00"E
39	51°32'34"	46.00	41.38	40.00	22.21	S02°18'25"E
40	51°32'34"	46.00	41.38	40.00	22.21	S49°14'09"W
41	72°54'29"	46.00	58.53	54.66	33.98	N68°32'18"W
42	10°13'03"	196.00	34.95	34.91	17.52	S54°11'47"E
43	34°22'14"	196.00	117.58	115.82	60.62	S31°54'08"E
44	50°49'33"	196.00	173.89	168.24	93.13	S10°41'55"W
45	14°39'22"	196.00	50.14	50.00	25.21	S43°28'33"W
46	7°16'30"	235.00	29.84	29.82	14.94	N03°20'33"W
47	33°52'04"	235.00	138.91	136.90	71.55	N23°34'51"W
48	8°32'35"	285.00	42.50	42.46	21.29	N03°58'36"W
49	12°05'04"	285.00	60.11	60.00	30.17	N14°17'26"W
50	14°18'11"	285.00	71.15	70.96	35.76	N27°28'04"W
51	6°12'43"	285.00	30.90	30.88	15.47	N37°44'31"W
52	31°09'30"	30.00	16.31	16.11	8.36	N75°15'26"E
53	67°53'12"	30.00	35.55	33.50	20.19	N25°44'05"E
54	32°38'21"	30.00	17.09	16.86	8.78	N24°31'42"W
55	16°08'10"	285.00	80.27	80.00	40.40	N48°54'58"W
56	26°28'28"	285.00	131.69	130.52	67.04	N70°13'18"W
57	6°07'39"	285.00	30.48	30.47	15.25	N86°21'22"W
58	11°52'25"	25.00	5.18	5.17	2.60	N46°47'05"W
59	68°12'56"	25.00	29.76	28.04	16.93	N80°49'46"W
60	81°06'50"	25.00	35.39	32.51	21.40	S18°30'20"W
61	7°22'03"	25.00	3.22	3.22	1.61	S25°44'37"E
62	27°38'25"	171.00	82.49	81.70	42.07	N15°36'56"W
63	52°18'49"	171.00	156.13	150.76	83.98	N24°21'42"E
64	52°18'49"	171.00	156.13	150.76	83.98	N78°40'31"E
65	45°34'15"	171.00	136.01	132.45	71.83	S54°22'57"E

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
66	82°20'49"	46.00	66.11	60.57	40.23	S16°19'08"W
67	52°18'48"	46.00	42.00	40.56	22.59	S51°00'41"E
68	52°18'49"	46.00	42.00	40.56	22.59	N78°40'31"E
69	52°18'49"	46.00	42.00	40.56	22.59	N24°21'42"E
70	54°52'13"	46.00	44.05	42.39	23.88	N29°13'50"W
71	5°42'33"	415.00	41.35	41.34	20.69	N17°28'42"W
72	14°18'11"	415.00	103.60	103.39	52.07	N27°28'04"W
73	6°12'43"	415.00	44.99	44.97	22.52	N37°44'31"W
74	4°53'01"	893.71	76.18	76.16	38.11	N43°17'24"W
75	4°42'38"	893.71	73.47	73.45	36.76	N48°05'13"W
76	0°58'30"	543.65	9.25	9.25	4.63	S49°57'16"E
77	9°31'03"	543.65	90.31	90.20	45.26	S44°42'29"E
78	5°13'00"	543.65	49.50	49.48	24.77	S37°20'27"E
79	39°33'31"	50.00	34.52	33.84	17.98	S14°37'11"E
80	28°30'12"	50.00	24.87	24.62	12.70	S19°00'41"W
81	26°18'35"	156.00	71.63	71.01	36.46	N20°10'29"E
82	41°17'18"	156.00	112.42	110.00	58.77	N13°37'28"W
83	49°14'55"	156.00	134.09	130.00	71.50	N58°53'35"W
84	65°18'54"	156.00	177.83	168.36	99.99	S63°49'31"W
85	16°15'43"	156.00	44.28	44.13	22.29	S23°02'12"W
86	61°08'38"	46.00	49.09	46.79	27.17	S00°35'44"W
87	65°18'54"	46.00	52.44	49.64	29.48	S63°49'31"W
88	39°34'18"	46.00	31.77	31.14	16.55	N83°43'53"W
89	44°43'18"	46.00	35.90	35.00	18.92	N21°25'05"W
90	48°15'35"	46.00	38.75	37.61	20.61	N24°54'21"E
91	35°08'45"	46.00	28.22	27.78	14.57	N56°36'31"E
92	6°53'22"	335.00	40.28	40.26	20.17	N44°17'34"W
93	10°52'48"	335.00	63.61	63.52	31.90	N53°10'40"W
94	17°12'01"	335.00	100.57	100.19	50.67	N75°46'38"W
95	5°12'31"	335.00	30.46	30.44	15.24	N86°58'56"W
96	2°12'03"	493.99	18.98	18.97	9.49	S01°30'50"W
97	9°17'20"	493.99	80.09	80.00	40.13	S07°15'32"W
98	7°28'02"	493.99	64.38	64.34	32.24	S15°28'12"W
99	2°09'45"	543.99	20.53	20.53	10.27	S01°29'41"W
100	8°28'12"	543.99	80.58	80.50	40.36	S08°49'10"W
101	8°34'00"	543.99	81.34	81.26	40.74	S15°20'47"W
103	4°56'48"	830.40	71.70	71.68	35.87	S63°36'50"E
104	4°49'52"	830.40	70.02	70.00	35.03	S58°43'29"E
105	4°49'52"	830.40	70.02	70.00	35.03	S53°53'37"E
106	4°49'52"	830.40	70.02	70.00	35.03	S49°03'44"E
107	5°34'31"	830.40	80.80	80.77	40.43	S43°51'32"E
108	4°49'57"	930.40	78.45	78.43	39.25	S53°52'37"E
109	4°49'57"	930.40	78.45	78.43	39.25	S49°03'44"E
110	5°57'16"	930.40	96.69	96.65	48.39	S43°40'10"E
111	7°14'04"	395.00	49.88	49.84	24.97	N54°18'16"E
112	5°31'19"	830.40	80.03	80.00	40.05	S34°51'36"E
113	4°49'52"	830.40	70.02	70.00	35.03	S29°41'00"E
114	3°51'51"	830.40	56.01	56.00	28.01	S25°20'08"E
115	0°52'42"	914.15	14.01	14.01	7.01	S22°57'51"E
116	4°23'18"	914.15	70.02	70.00	35.03	S20°19'51"E
117	4°23'18"	914.15	70.02	70.00	35.03	S15°56'33"E
118	4°23'18"	914.15	70.02	70.00	35.03	S11°33'14"E
119	4°23'18"	914.15	70.02	70.00	35.03	S07°09'56"E
120	4°23'18"	914.15	70.02	70.00	35.03	S02°46'38"E
121	4°11'10"	914.15	66.79	66.78	33.41	S01°30'37"W
122	4°23'18"	914.15	70.02	70.00	35.03	S05°47'51"W
123	4°08'57"	914.15	66.20	66.19	33.11	S10°03'58"W
124	0°26'08"	502.02	3.82	3.82	1.91	S12°21'32"W
125	7°59'53"	502.02	70.06	70.00	35.09	S18°34'28"W
126	9°08'24"	502.02	80.09	80.00	40.13	S06°08'32"W
127	10°04'12"	602.02	105.81	105.67	53.04	S25°36'28"W
128	7°59'43"	602.02	84.01	83.94	42.07	S16°34'28"W

MOSBY ENGINEERING ASSOCIATES INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

PLAT BOOK 30 PAGE 36E
SHEET 6 OF 6 SHEETS

DEER HOLLOW, UNIT II

SEC. 13, TWP. 36S, RGE. 18E
SARASOTA COUNTY,
FLORIDA

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
129	0°28'08"	602.02	4.58	4.58	2.29	S12°21'32"W
130	4°08'57"	1014.15	73.44	73.43	36.74	S10°03'59"W
131	4°23'18"	1014.15	77.68	77.66	38.86	S05°47'51"W
132	4°11'10"	1014.15	74.10	74.08	37.07	S01°30'37"W
133	4°23'18"	1014.15	77.68	77.66	38.86	S02°46'38"E
134	4°23'18"	1014.15	77.68	77.66	38.86	S07°09'56"E
135	4°23'18"	1014.15	77.68	77.66	38.86	S11°33'14"E
136	4°23'18"	1014.15	77.68	77.66	38.86	S15°56'33"E
137	4°23'18"	1014.15	77.68	77.66	38.86	S20°19'51"E
138	0°52'42"	1014.15	15.55	15.55	7.77	S22°57'51"E
139	3°51'51"	830.40	82.75	82.74	31.39	S25°20'08"E
140	4°49'52"	930.40	78.45	78.43	39.25	S29°41'00"E
141	5°53'50"	780.40	80.32	80.29	40.20	S66°34'25"E
142	5°53'50"	780.40	80.32	80.29	40.20	S60°40'35"E
143	5°53'49"	780.40	80.32	80.29	40.20	S54°46'45"E
144	5°53'49"	780.40	80.32	80.29	40.20	S48°52'56"E
145	5°53'50"	780.40	80.32	80.29	40.20	S42°59'06"E
146	2°42'04"	780.40	36.79	36.79	18.40	S38°41'08"E
147	5°53'49"	780.40	80.32	80.29	40.20	S34°23'11"E
148	5°53'49"	780.40	80.32	80.29	40.20	S28°29'21"E
149	2°08'13"	780.40	29.11	29.11	14.56	S24°28'19"E
150	3°20'51"	864.15	50.48	50.48	25.25	S21°43'47"E

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
151	5°15'01"	864.15	79.19	79.16	39.62	S17°25'50"E
152	5°15'01"	864.15	79.19	79.16	39.62	S12°10'49"E
153	5°15'01"	864.15	79.19	79.16	39.62	S06°55'47"E
154	5°48'17"	864.15	87.55	87.51	43.81	S01°24'08"E
155	6°42'07"	864.15	101.08	101.03	50.60	S08°10'19"W
156	0°37'05"	864.15	9.32	9.32	4.65	S11°49'55"W
157	10°13'00"	452.02	80.60	80.50	40.41	S17°14'58"W
158	11°35'24"	452.02	91.44	91.28	45.88	S28°08'10"W
159	6°00'03"	764.15	80.04	80.00	40.05	S01°18'15"E
160	5°15'01"	764.15	70.02	70.00	35.04	S06°55'47"E
161	5°15'01"	764.15	70.02	70.00	35.04	S12°10'49"E
162	5°15'01"	764.15	70.02	70.00	35.04	S17°25'50"E
163	3°20'51"	764.15	44.65	44.64	22.33	S21°43'47"E
164	2°08'13"	680.40	25.38	25.38	12.69	S24°28'19"E
165	5°53'49"	680.40	70.03	70.00	35.05	S28°29'21"E
166	5°53'49"	680.40	70.03	70.00	35.05	S34°23'11"E
167	2°42'04"	680.40	32.08	32.08	16.04	S38°41'08"E
168	5°53'50"	680.40	70.03	70.00	35.05	S42°59'06"E
169	5°53'49"	680.40	70.03	70.00	35.05	S48°52'56"E
170	5°53'49"	680.40	70.03	70.00	35.05	S54°46'45"E
171	5°53'50"	680.40	70.03	70.00	35.05	S60°40'35"E
172	5°53'50"	680.40	70.03	70.00	35.05	S66°34'25"E
173	5°29'13"	930.40	89.10	89.07	44.58	S34°50'37"E
174	110°04'33"	198.00	376.35	321.28	280.71	S04°16'02"E
175	131°41'04"	30.00	68.95	54.75	66.88	N24°39'38"E
176	168°35'15"	25.00	73.56	49.75	250.20	S34°51'29"W
177	177°50'20"	171.00	530.78	341.94	9066.62	N59°29'01"E
178	198°25'26"	158.00	540.25	307.98	981.89	N65°32'57"W
179	15°42'34"	543.65	149.06	148.59	75.00	S42°35'14"E
180	9°35'38"	893.71	149.65	149.47	75.00	N45°38'42"W
181	26°13'28"	413.00	188.95	188.29	96.67	N27°44'08"W
182	165°04'53"	30.00	86.44	59.49	229.13	N82°50'08"E
183	8°15'33"	345.00	49.73	49.69	24.91	N54°47'01"E
184	9°25'35"	502.02	82.59	82.50	41.39	S40°08'27"W
185	0°34'23"	502.02	5.02	5.02	2.51	S35°08'28"W
186	25°06'00"	764.15	334.76	332.09	170.11	N10°51'12"W

MOSBY ENGINEERING ASSOCIATES INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

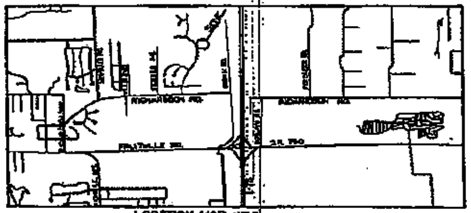
PLAT BOOK 32 PAGE 15
SHEET 1 OF 4 SHEETS

809607

DEER HOLLOW, UNIT IV A

SEC. 13, TWP. 36 S., RGE. 18 E.

SARASOTA COUNTY, FLORIDA



LOCATION MAP N.T.S.

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 32, PAGES 15-15C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 5 DAY OF October, A.D., 1987.

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BY: [illegible]
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 6th DAY OF OCTOBER, A.D., 1987.

APPROVED:

COUNTY ENGINEER (ACTING)

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

NOTICE:

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE INSTALLED ON 8-5-87. THE PERMANENT CONTROL POINTS (P.C.P.'S) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

DATE: 8-6-87

Cliff Albert
CLIFF ALBERT
STATE OF FLORIDA
REGISTERED LAND SURVEYOR - NO. 3599

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 36 S., RANGE 18 E., SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SE CORNER OF THE W 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 13; THENCE S 89°55'21" E, ALONG THE NORTH LINE OF SE 1/4 OF SAID SECTION 13, 988.67'; THENCE S 0°15'38" W, 66.185'; THENCE N 89°44'27" W, 110.00'; THENCE S 40°49'19" W, 88.15'; THENCE S 89°25'01" W, 183.00' TO THE SE CORNER OF LOT 272 OF DEER HOLLOW, UNIT II AS RECORDED IN PLAT BOOK 30 AT PAGES 25-25E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N W'LY ALONG THE E'LY BOUNDS OF SAID DEER HOLLOW, UNIT II ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1014.15' THROUGH A CENTRAL ANGLE OF 22°45'14" FOR AN ARC DISTANCE OF 402.80', CHORD BEARING N 11°38'36" W; THENCE CONTINUE ALONG SAID E'LY BOUNDS N W'LY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 930.41' THROUGH A CENTRAL ANGLE OF 32°54'21" FOR AN ARC DISTANCE OF 534.34', CHORD BEARING N 38°31'22" W TO THE MOST E'LY CORNER OF LOT 285 OF SAID DEER HOLLOW, UNIT II; THENCE CONTINUE ALONG SAID E'LY BOUNDS OF DEER HOLLOW UNIT II N 53°59'50" W, 34.77' TO THE P.O.B.

ALSO

BEGIN AT THE NE CORNER OF LOT 287, DEER HOLLOW, UNIT II AS RECORDED IN PLAT BOOK 30, PAGE 25-25E, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 20°28'40" W ALONG THE WESTERLY LINE OF SAID LOT 287, 100.00' TO A POINT ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT LIES S 20°28'40" W, 680.40'; THENCE NW'LY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°08'21", 215.41'; THENCE N 0°15'53" E, 100.06' TO THE SOUTHERLY R/W LINE OF DEER HOLLOW BLVD.; THENCE ALONG SAID SOUTHERLY R/W LINE AND ARC OF A CURVE CONCAVE TO THE SW, HAVING A RADIUS OF 780.40' THROUGH A CENTRAL ANGLE OF 18°24'21", 250.70' TO THE P.O.B.

CONTAINING 11.534 ACRES MORE OR LESS.

CONSENT TO DEDICATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

CHASE BANK OF FLORIDA, N.A., A FLORIDA CORPORATION, JOINS IN THE FOREGOING INSTRUMENT AND DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND THE DEDICATION CERTIFICATE THEREON, IN ITS CAPACITY AS MORTGAGEE PURSUANT TO MORTGAGE DATED JUNE 15, 1984 AND RECORDED IN O.R. BOOK 1690 AT PAGE 1332, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, HAVING BEEN MODIFIED BY THE FOLLOWING RECORDED INSTRUMENTS: O.R. BOOK 1733, PAGE 1304, O.R. BOOK 1733, PAGE 1358, O.R. BOOK 1764, PAGE 1808, O.R. BOOK 1812, PAGE 2317, O.R. BOOK 1837, PAGE 227, O.R. BOOK 1837, PAGE 1088, O.R. BOOK 1837, PAGE 1075, O.R. BOOK 1871, PAGE 1286, O.R. BOOK 1871, PAGE 2195, AND O.R. BOOK 1937, PAGE 2340, ALL OF SAID PUBLIC RECORDS, AND MORTGAGE DATED MARCH 28, 1985 AND RECORDED IN O.R. BOOK 1764 AT PAGE 1966, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, HAVING BEEN MODIFIED BY THE FOLLOWING RECORDED INSTRUMENTS: O.R. BOOK 1812, PAGE 2317, O.R. BOOK 1853, PAGE 1996, O.R. BOOK 1871, PAGE 2195, AND O.R. BOOK 1937, PAGE 2340, ALL OF SAID PUBLIC RECORDS. SAID MORTGAGES WERE ASSIGNED TO CHASE BANK OF FLORIDA N.A., BY ORDER APPROVING SALE OF ASSETS AND TRANSFER OF LIABILITIES OF LIQUIDATIONS DATED FEB. 14, 1986 AND FILED FEB. 17, 1986 IN THE MATTER OF THE LIQUIDATION OF PARK BANK OF FLORIDA WHICH ASSIGNED SAID RIGHTS AND ASSETS OF PARK BANK OF FLORIDA, AND BY ASSIGNMENT DATED MARCH 17, 1986 AND RECORDED MARCH 20, 1986 IN O.R. BOOK 1844, AT PAGE 2142 OF SAID PUBLIC RECORDS.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE-PRESIDENT AND ATTESTED BY ITS EXECUTIVE VICE-PRESIDENT DAY OF JULY, A.D., 1987.

CHASE BANK OF FLORIDA, NA

ATTESTED: Guy N Nix
EXECUTIVE VICE-PRESIDENT
GUY N. NIX JR.

BY: J. Stephen
VICE PRESIDENT J. STEPHEN

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED J. STEPHEN ILTIS, VICE-PRESIDENT, AND GUY N. NIX JR. EXECUTIVE VICE-PRESIDENT OF CHASE BANK OF FLORIDA, NA, A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 27 DAY OF JULY, A.D., 1987.

2-23-90
MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

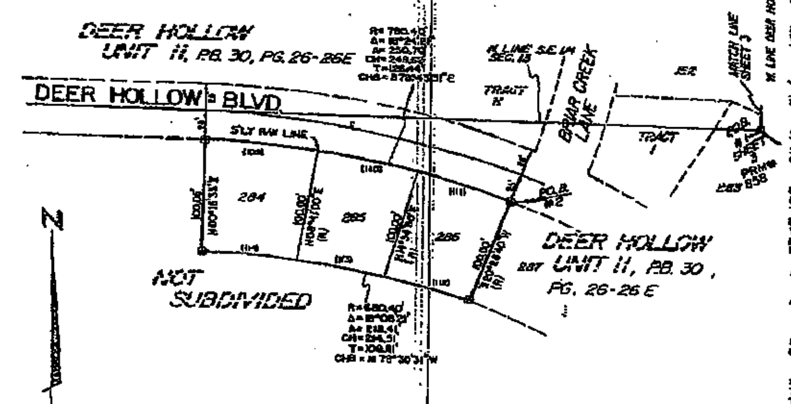
MOSBY ENGINEERING ASSOCIATES, INC.
6801 SUPERIOR AVE., SARASOTA, FLA.

PLAT BOOK 32 PAGE 108
SHEET 2 OF 4 SHEETS

DEER HOLLOW, UNIT IV A

SEC. 13, TWP. 36 S, RGE. 18 E

SARASOTA COUNTY, FLORIDA



GRAPHIC SCALE 1"=40'

LEGEND

- PERMANENT REFERENCE MONUMENT
- (R) RADIAL LINE
- (P) PARTIAL CURVE
- BENCHMARK

LOT LINE EASEMENTS

EASEMENTS OF 10.00' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 5.00' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.

WHERE A ZERO LOT LINE CONDITION EXISTS THE SIDE LOT LINE EASEMENT WILL TERMINATE AT THE VERTICAL PLANE OF THE OUTSIDE PERIMETER OF ANY STRUCTURE WITHIN SAID LOT LINE EASEMENT.

NOTES

BEARINGS ARE BASED ON PLAT OF DEER HOLLOW II.
BENCHMARK BASED ON SARASOTA COUNTY BENCHMARK NUMBER EL. , PRM. EL.

PLAT RESTRICTION

THIS IS A CLUSTER HOUSING CONCEPT PLAT AND BUILDING SETBACK VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS

CERTIFICATE OF OWNERSHIP AND PUBLIC DEDICATION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT IVA SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, REAR, FRONT AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND THE 20' DRAINAGE EASEMENT AND OTHER DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT TO THE COUNTY OF SARASOTA FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS [illegible] DAY OF July, A.D. 1987.

McNABB HOMES, INC.

ATTEST: David S McNabb
SECRETARY, DAVID S. McNABB

BY: David S McNabb
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB SECRETARY, OF McNABB HOMES, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS [illegible] DAY OF July A.D. 1987.

November 2, 1989
MY COMMISSION EXPIRES

Patricia Ann [illegible]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

CERTIFICATE OF OWNERSHIP AND PRIVATE DEDICATION

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB, AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB, ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT IVA SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART TRACTS [illegible] AS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USE AND PURPOSES TO THE PROPERTY OWNERS OF DEER HOLLOW HOMEOWNERS ASSOCIATION INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER. SUBJECT HOWEVER, TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS [illegible] DAY OF July, A.D. 1987.

McNABB HOMES, INC.

ATTEST: David S McNabb
SECRETARY, DAVID S. McNABB

BY: David S McNabb
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB, SECRETARY, OF McNABB HOMES, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND THAT HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS [illegible] DAY OF July

November 2, 1989
MY COMMISSION EXPIRES

Patricia Ann [illegible]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

DECLARATION OF MAINTAINANCE AND LAND USE PROVISIONS

THE DECLARATION IS RECORDED IN O.R. BK. 1739 AT PAGE 664, AND AMENDED IN O.R. BOOK 1784, PAGE 1129 AND SUPPLEMENTED IN O.R. BOOK 1786, PAGE 1132, AND AMENDED IN O.R. BOOK 1791, PAGE 2275, AND SUPPLEMENTED IN O.R. BOOK 1791, PAGE 2272, AND AMENDED IN O.R. BOOK 1818, PAGE 2722, AND AMENDED IN O.R. BOOK 1857, PAGE 2877, AND AMENDED IN O.R. BOOK 1870, PAGE 1722, AND AMENDED IN O.R. BOOK 1870, PAGE 1723, AND AMENDED IN O.R. BOOK 1870, PAGE 1729, AND AMENDED IN O.R. BOOK 862, PG. 1758 THRU 1763 PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

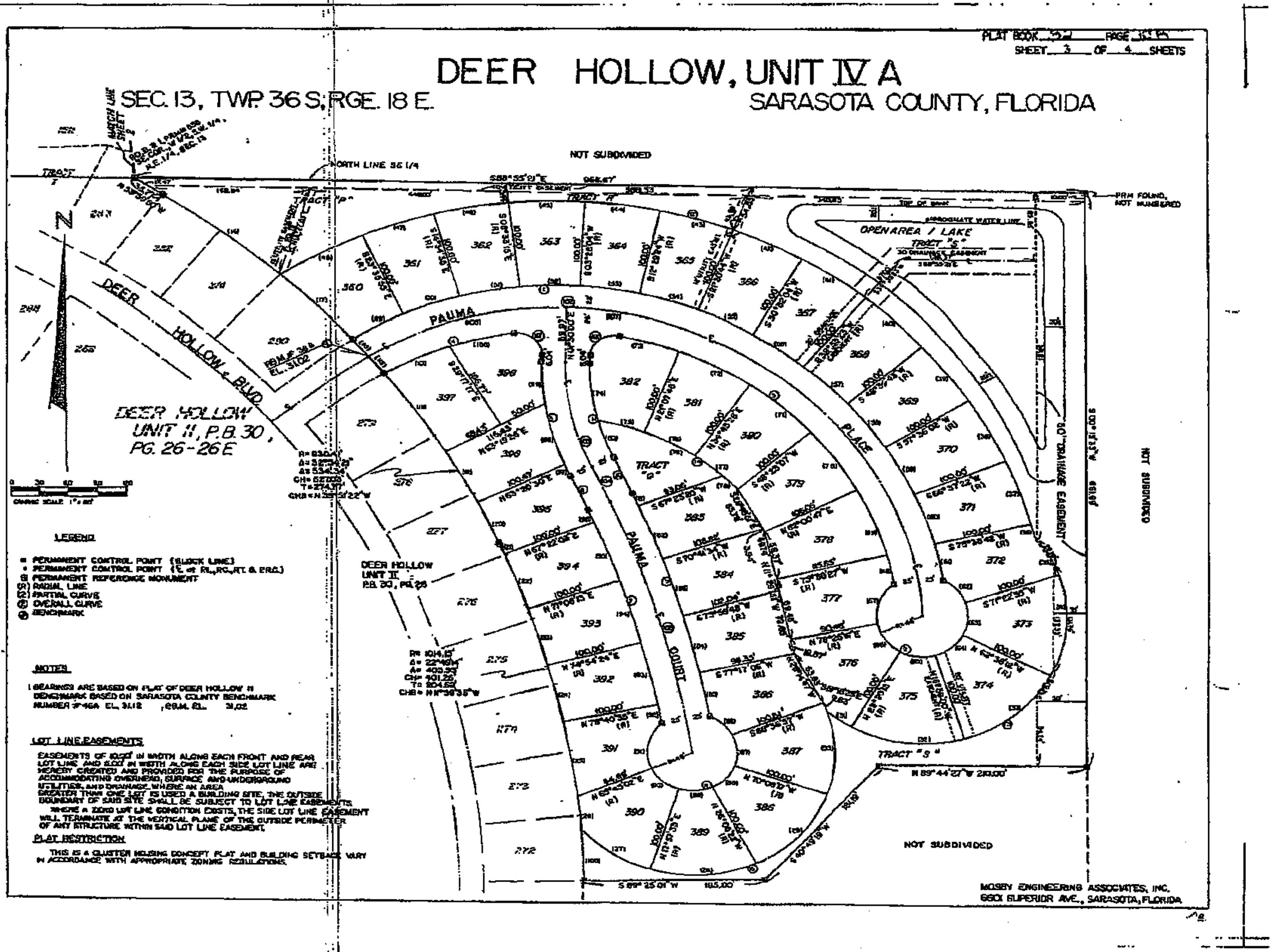
MOSBY ENGINEERING ASSOCIATES, INC.
8601 SUPERIOR AVE, SARASOTA, FLORIDA

48

PLAT BOOK 32 PAGE 31B
SHEET 3 OF 4 SHEETS

DEER HOLLOW, UNIT IV A

SEC. 13, TWP. 36 S, RGE. 18 E.
SARASOTA COUNTY, FLORIDA



LEGEND

- ■ PERMANENT CONTROL POINT (BLOCK LINE)
- • PERMANENT CONTROL POINT (℄ of PL., PC., PT. & PRC.)
- ⊡ PERMANENT REFERENCE MONUMENT
- (R) RADIAL LINE
- (2) PARTIAL CURVE
- ② OVERALL CURVE
- ⊕ BENCHMARK

NOTES

1 BEARINGS ARE BASED ON PLAT OF DEER HOLLOW II
BENCHMARK BASED ON SARASOTA COUNTY BENCHMARK
NUMBER #46A EL. 31.12 , C.S.M. EL. 31.02

LOT LINE EASEMENTS

EASEMENTS OF 10.00' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 5.00' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENTS.

WHERE A ZERO LOT LINE CONDITION EXISTS, THE SIDE LOT LINE EASEMENT WILL TERMINATE AT THE VERTICAL PLANE OF THE OUTSIDE PERIMETER OF ANY STRUCTURE WITHIN SAID LOT LINE EASEMENT.

PLAT RESTRICTION

THIS IS A CLUSTER HOUSING CONCEPT PLAT AND BUILDING SETBACK VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS.

PLAT BOOK 52 PAGE 101C
SHEET 4 OF 4 SHEETS

DEER HOLLOW, UNIT IV A

SEC. 13, TWP. 36 S, RGE. 18 E.

SARASOTA COUNTY, FLORIDA

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHD. BRG.
1.	113°46'47"	395.00'	784.63'	661.85'	606.08'	N 05°16'16"W
2.	294°05'27"	46.00'	236.09'	50.07'	25.94'	N 64°29'34"E
3.	75°36'26"	345.00'	455.46'	423.10'	267.81'	S 46°51'27"E
4.	28°25'52"	345.00'	171.20'	169.44'	87.40'	N 73°07'44"E
5.	27°20'47"	288.69'	137.76'	136.46'	70.25'	S 12°10'24"E
6.	02°26'36"	1030.40'	43.94'	43.93'	21.97'	S 24°57'30"E
7.	13°30'09"	1114.35'	256.06'	255.32'	128.64'	S 16°49'09"E
8.	294°08'54"	46.00'	236.16'	50.01'	25.79'	N 60°46'37"E
9.	13°12'43"	1164.15'	268.44'	267.85'	134.82'	N 16°47'51"W
10.	02°28'35"	1080.40'	46.67'	46.07'	23.04'	N 24°37'30"W
11.	27°20'47"	238.69'	113.92'	112.84'	58.07'	N 12°40'24"W
12.	111°52'49"	495.00'	966.57'	820.17'	732.21'	N 68°33'42"W
13.	170°37'13"	146.00'	434.77'	29.02'	1779.77'	N 46°15'59"E
14.	36°43'53"	243.00'	163.02'	162.49'	86.12'	S 60°35'31"E
15.	161°56'34"	146.00'	412.68'	288.38'	914.59'	N 61°35'38"E
16.	09°21'07"	930.40'	151.96'	151.69'	76.10'	N 51°36'00"W
17.	06°15'55"	930.40'	101.74'	101.69'	50.92'	N 43°49'29"W
18.	06°46'41"	930.40'	110.06'	110.00'	55.10'	N 34°11'46"W
19.	04°09'56"	930.40'	67.58'	67.37'	33.71'	N 28°43'55"W
20.	03°15'16"	930.40'	52.86'	52.85'	26.44'	N 25°01'51"W
21.	00°46'15"	1014.45'	19.64'	19.64'	9.82'	N 23°01'05"W
22.	03°46'11"	1014.15'	66.72'	66.71'	33.37'	N 20°44'52"W
23.	03°46'11"	1014.15'	66.72'	66.71'	33.37'	N 16°58'41"W
24.	03°46'11"	1014.15'	66.72'	66.71'	33.37'	N 13°12'31"W
25.	05°05'11"	1014.15'	90.03'	90.00'	45.04'	N 08°46'50"W
26.	01°25'21"	1014.15'	25.21'	25.21'	17.61'	N 05°14'34"W
27.	34°35'42"	146.00'	88.20'	86.86'	45.48'	N 54°44'06"W
28.	44°02'05"	146.00'	112.24'	109.50'	59.06'	S 46°56'05"W
29.	44°02'53"	146.00'	112.24'	109.50'	59.06'	S 41°55'11"W
30.	39°14'01"	146.00'	99.98'	98.03'	52.04'	S 00°14'43"W
31.	12°14'23"	146.00'	31.19'	31.13'	15.65'	N 84°32'34"W
32.	45°59'12"	146.00'	87.18'	84.06'	61.96'	N 85°38'24"W
33.	45°59'12"	146.00'	87.18'	84.06'	61.90'	S 30°21'24"W
34.	46°09'12"	146.00'	87.18'	114.06'	61.90'	S 04°22'12"E
35.	20°25'14"	146.00'	52.04'	51.76'	26.30'	S 26°50'02"E
36.	01°44'00"	495.00'	14.97'	14.97'	7.48'	S 52°23'18"E
37.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 18°51'08"E
38.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 27°53'18"E
39.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 36°54'37"E
40.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 45°55'37"E
41.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 54°57'17"E
42.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 63°58'36"E
43.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 72°59'56"E
44.	09°01'20"	495.00'	77.95'	77.87'	39.05'	S 82°01'16"E
45.	09°01'20"	495.00'	77.95'	77.87'	39.05'	N 88°57'25"E
46.	09°01'20"	495.00'	77.95'	77.87'	39.05'	N 79°56'06"E
47.	09°01'20"	495.00'	77.95'	77.87'	39.05'	N 70°54'45"E
48.	10°54'11"	495.00'	94.20'	94.06'	47.24'	N 60°57'00"E
49.	08°30'47"	395.00'	58.69'	58.64'	29.40'	S 82°08'42"W
50.	09°01'20"	395.00'	62.20'	62.14'	31.16'	S 70°54'45"W
51.	09°01'20"	395.00'	62.20'	62.14'	31.16'	S 79°56'05"W
52.	09°01'20"	395.00'	62.20'	62.14'	31.16'	S 88°57'25"W
53.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 82°04'16"W
54.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 72°59'56"W
55.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 63°58'36"W
56.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 54°57'17"W
57.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 45°55'57"W
58.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 36°54'37"W
59.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 27°53'18"W
60.	09°01'20"	395.00'	62.20'	62.14'	31.16'	N 18°51'58"W
61.	06°03'24"	395.00'	41.75'	41.74'	20.90'	N 11°19'36"W
62.	43°54'25"	46.00'	35.25'	34.40'	18.54'	N 40°34'27"W
63.	45°59'12"	46.00'	36.92'	35.94'	19.52'	N 04°22'12"E
64.	45°59'12"	46.00'	36.92'	35.94'	19.52'	N 50°21'24"E
65.	45°59'12"	46.00'	36.92'	35.94'	19.52'	S 83°39'24"E
66.	49°06'03"	46.00'	39.41'	38.21'	21.00'	S 36°07'16"E
67.	63°06'21"	46.00'	50.67'	48.14'	28.25'	S 19°36'22"W
68.	05°39'15"	345.00'	34.06'	34.04'	17.04'	S 11°31'54"E
69.	13°37'40"	345.00'	82.06'	81.86'	41.22'	S 21°10'23"E
70.	13°37'40"	345.00'	82.06'	81.86'	41.22'	S 34°48'03"E

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHD. BRG.
71.	13°37'40"	345.00'	82.06'	81.87'	41.22'	S 48°25'43"E
72.	13°37'40"	345.00'	82.06'	81.87'	41.22'	S 62°03'22"E
73.	10°38'26"	345.00'	64.07'	63.98'	32.13'	S 74°11'25"E
74.	16°25'47"	239.66'	68.44'	68.21'	34.46'	N 06°42'34"W
75.	11°29'34"	245.00'	49.08'	48.99'	24.62'	N 74°36'30"W
76.	13°57'40"	245.00'	58.27'	58.14'	29.28'	N 62°03'22"W
77.	13°57'40"	245.00'	58.27'	58.14'	29.28'	N 48°25'43"W
78.	04°59'56"	245.00'	21.38'	21.37	10.70'	S 44°06'39"E
79.	33°43'29"	245.00'	144.24'	142.17'	74.28'	S 63°28'49"E
80.	10°55'00"	238.68'	45.48'	45.41'	22.81'	N 20°23'17"W
81.	00°47'33"	1164.15'	16.10'	16.10'	8.05'	N 23°00'26"W
82.	03°18'14"	1164.15'	67.13'	67.12'	33.57'	N 20°57'53"W
83.	03°18'14"	1164.15'	67.13'	67.12'	33.57'	N 17°39'19"W
84.	03°17'19"	1164.15'	66.62'	66.81'	33.42'	N 14°21'33"W
85.	02°31'24"	1164.15'	51.27'	51.27'	25.64'	N 11°27'12"W
86.	39°04'22"	46.00'	31.37'	30.76'	16.32'	N 48°46'37"W
87.	47°06'10"	46.00'	37.82'	36.76'	20.05'	N 03°41'22"W
88.	44°02'05"	46.00'	35.37'	34.50'	18.61'	N 41°53'11"E
89.	44°02'05"	46.00'	35.37'	34.50'	18.61'	N 85°56'06"E
90.	47°47'29"	46.00'	38.37'	37.27'	20.38'	S 48°08'42"E
91.	72°06'00"	46.00'	57.87'	54.13'	33.47'	S 11°57'52"W
92.	01°08'52"	1164.15'	21.16'	21.16'	10.58'	S 10°46'46"E
93.	03°46'11"	1114.15'	73.30'	73.29'	36.66'	S 13°12'31"E
94.	03°46'11"	1114.15'	73.30'	73.29'	36.66'	S 16°58'41"E
95.	03°46'11"	1114.15'	73.30'	73.29'	36.66'	S 20°44'52"E
96.	00°46'15"	1114.15'	14.99'	14.99'	7.50'	S 23°01'05"E
97.	02°54'02"	288.66'	14.64'	14.61'	7.31'	S 24°25'40"E
98.	13°37'46"	288.66'	68.67'	68.51'	34.50'	S 15°07'51"E
99.	10°46'07"	288.66'	54.30'	54.41'	27.33'	S 08°54'25"E
100.	11°07'02"	345.00'	66.94'	66.84'	33.58'	N 78°57'08"E
101.	12°26'46"	345.59'	75.15'	75.00'	37.72'	N 85°09'15"E
102.	119°04'19"	370.00'	768.95'	637.84'	629.04'	N 62°02'41"W
103.	27°22'47"	263.63'	126.65'	124.66'	64.16'	S 12°10'54"E
104.	02°26'35"	1055.40'	45.00'	45.00'	22.51'	S 24°57'30"E
105.	15°07'30"	1139.15'	300.87'	300.00'	151.32'	S 15°30'15"E
106.	33°04'50"	370.00'	213.53'	210.57'	109.88'	N 74°37'55"E
107.	85°59'29"	370.00'	555.31'	504.84'	344.96'	S 43°50'16"E
108.	03°39'38"	1014.15'	64.88'	64.87'	32.46'	N 02°24'56"W
109.	06°34'44"	780.40'	90.09'	90.00'	45.08'	S 84°37'21"E
110.	05°53'50"	780.40'	80.32'	80.29'	40.20'	S 75°22'05"E
111.	05°53'50"	780.40'	80.32'	80.29'	40.20'	S 72°28'15"E
112.	05°53'50"	680.40'	70.08'	70.00'	35.05'	N 72°28'16"W
113.	05°53'50"	680.40'	70.08'	70.00'	35.05'	N 78°22'05"E
114.	06°20'41"	680.40'	75.36'	75.31'	32.71'	N 84°29'29"W
115.	01°33'18"	930.40'	25.25'	25.25'	12.63'	S 39°34'35"E
116.	01°33'18"	930.40'	25.19'	25.19'	12.60'	S 38°21'41"E
117.	98°59'51"	25.00'	43.19'	38.02'	29.27'	S 47°59'41"E
118.	98°59'21"	25.00'	43.19'	38.02'	29.27'	N 50°59'41"E

RECORDED IN OFFICIAL RECORDS
Oct. 8 19 97
At 5:16 P M
KAREN E. RUSHING, CLERK
SARASOTA COUNTY
FLORIDA

October 8 1987

FILED FOR RECORD
OCT 8 5 34 PM '97

MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

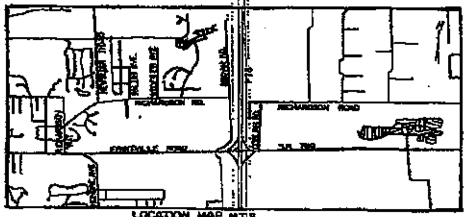
PLAT BOOK 32 PAGE 14
SHEET 1 OF 3 SHEETS

DEER HOLLOW, UNIT IV B

819131

SEC. 13, TWP. 36 S., RGE. 18 E.

SARASOTA COUNTY, FLORIDA



LOCATION MAP N.T.S.

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 32, PAGES 14-14B, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 5TH DAY OF NOVEMBER, A.D., 1987.

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT,
SARASOTA COUNTY, FLORIDA
BY
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 3rd DAY OF November A.D., 1987.

APPROVED

COUNTY ENGINEER (ACTING)

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.S) WERE INSTALLED ON [illegible] THE PERMANENT CONTROL POINTS (P.C.P.S) AND PERMANENT BENCH MARK ELEVATION [illegible] DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF THE RECORDING [illegible]

DATE: 10-15-87

CLIFF ALBERTI
STATE OF FLORIDA
REGISTERED LAND SURVEYOR NO. 3099

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 284, DEER HOLLOW, UNIT IV A AS RECORDED IN PLAT BOOK 32, AT PAGE 10-10C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE SOUTHERLY R/W LINE OF DEER HOLLOW BLVD; THENCE SOUTH 0°18'33" WEST ALONG SAID UNIT IV A, 100.08; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AT THE BOUNDARY OF SAID UNIT IV A AND OF DEER HOLLOW, UNIT I AS RECORDED IN PLAT BOOK 30 AT PAGES 28 THRU 28E OF SAID PUBLIC RECORDS, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 680.40 FOR ARC DISTANCE OF 599.08 THROUGH A CENTRAL ANGLE OF 50°26'58", CHORD BEARING, SOUTH 62°28'15" EAST; THENCE SOUTH 82°08'40" WEST 570.28 TO THE NORTHEASTERLY LINE OF DEER HOLLOW, UNIT I A AS RECORDED IN PLAT BOOK 30 AT PAGE 8 THRU 8C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 43°43'00" WEST ALONG SAID NORTHEASTERLY LINE 420.00 TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13 AT THE EAST LINE OF PLEASANT ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 5 AT PAGE 95 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 0°15'33" EAST ALONG SAID WEST LINE 419.27 TO THE SAID SOUTHERLY R/W LINE OF DEER HOLLOW BLVD; THENCE ALONG SAID SOUTHERLY R/W LINE SOUTH 88°53'25" EAST 21.86 AND SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 780.40 FOR AN ARC DISTANCE OF [illegible] THROUGH A CENTRAL ANGLE OF 0°57'44", CHORD BEARING, SOUTH 88°24'33" EAST TO THE P.O.B.

CONTAINING 7.21 ACRES OF LAND MORE OR LESS.

CONSENT TO DEDICATION

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

CHASE BANK OF FLORIDA, N.A., A FLORIDA CORPORATION, JOINS IN THE FOREGOING INSTRUMENT AND DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND THE DEDICATION CERTIFICATE THEREON, IN ITS CAPACITY AS MORTGAGEE PURSUANT TO MORTGAGE DATED JUNE 15, 1984 AND RECORDED IN O.R. BOOK 1690 AT PAGE 1332, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, HAVING BEEN MODIFIED BY THE FOLLOWING RECORDED INSTRUMENTS: O.R. BOOK 1733, PAGE 1384, O.R. BOOK 1733, PAGE 1396, O.R. BOOK 1764, PAGE 1953, O.R. BOOK 1812, PAGE 2317, O.R. BOOK 1857, PAGE 227, O.R. BOOK 1857, PAGE 1066, O.R. BOOK 1857, PAGE 1076, O.R. BOOK 1871, PAGE 2186, O.R. BOOK 1871, PAGE 2196, AND O.R. BOOK 1937, PAGE 2340, O.R. BOOK 1962, PAGE 2765 ALL OF SAID PUBLIC RECORDS, AND MORTGAGE DATED MARCH 28, 1985 AND RECORDED IN O.R. BOOK 1764 AT PAGE 1956, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, HAVING BEEN MODIFIED BY THE FOLLOWING RECORDED INSTRUMENTS O.R. BOOK 1812, PAGE 2317, O.R. BOOK 1863, PAGE 1996, O.R. BOOK 1871, PAGE 2196, AND O.R. BOOK 1937, PAGE 2340, O.R. BOOK 1962, PAGE 2765, ALL OF SAID PUBLIC RECORDS. SAID MORTGAGES WERE ASSIGNED TO CHASE BANK OF FLORIDA N.A., BY ORDER APPROVING SALE OF ASSETS AND TRANSFER OF LIABILITIES OF LIQUIDATIONS DATED FEB. 14, 1986 AND FILED FEB. 17, 1986 IN THE MATTER OF THE LIQUIDATION OF PARK BANK OF FLORIDA WHICH ASSIGNED SAID RIGHTS AND ASSETS OF PARK BANK OF FLORIDA, AND BY ASSIGNMENT DATED MARCH 17, 1986 AND RECORDED MARCH 26, 1986 IN O.R. BOOK 1844, AT PAGE 2142 OF SAID PUBLIC RECORDS.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE PRESIDENT AND ATTESTED BY ITS EXEC. VICE PRESIDENT THIS 4th DAY OF September, A.D., 1987.

CHASE BANK OF FLORIDA, N.A.

ATTESTED
EXECUTIVE VICE PRESIDENT,
GUY AL NIX JR.

BY
VICE PRESIDENT,

STATE OF FLORIDA }
COUNTY OF SARASOTA } S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED J. STEPHEN [illegible], VICE PRESIDENT, AND GUY AL NIX JR., EXECUTIVE VICE PRESIDENT OF CHASE BANK OF FLORIDA, N.A., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 4th DAY OF September, A.D., 1987.

Commission expires 4/30/91
MY COMMISSION EXPIRES

NOTARY PUBLIC
STATE OF FLORIDA
AT LARGE

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MOSBY ENGINEERING ASSOCIATES, INC.
5501 SUPERIOR AVE. SARASOTA, FLA.

PLAT BOOK 92 PAGE 14A
SHEET 2 OF 3 SHEETS

DEER HOLLOW, UNIT IV B

SEC. 13, TWP. 36 S, RGE. 18 E

SARASOTA COUNTY, FLORIDA

CURVE DATA

NO.	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG.
1.	23°48'13"	384.88'	173.34'	171.88'	88.18'	S 12°38'34"E
2.	100°11'41"	50.00'	87.44'	76.71'	59.79'	S 73°38'31"E
3.	59°20'02"	50.00'	60.32'	56.48'	34.59'	S 19°55'12"W
4.	47°56'16"	50.00'	41.82'	40.61'	22.22'	S 39°02'32"E
5.	117°16'09"	50.00'	102.34'	85.39'	82.06'	S 04°22'26"E
6.	23°32'34"	635.40'	250.60'	248.76'	127.82'	S 73°36'57"E
7.	4°32'55"	405.89'	32.54'	32.53'	16.28'	S 02°00'55"E
8.	10°06'16"	409.89'	72.29'	72.19'	36.24'	S 09°29'30"E
9.	10°06'16"	409.89'	72.29'	72.19'	36.24'	S 19°35'47"E
10.	1°02'43"	405.89'	7.46'	7.46'	3.74'	S 25°01'16"E
11.	25°49'13"	408.89'	184.60'	183.04'	93.69'	S 15°38'54"E
12.	31°19'23"	75.00'	41.00'	40.49'	21.03'	S 41°12'22"E
13.	38°54'32"	75.00'	50.96'	50.00'	26.52'	S 76°20'21"E
14.	29°55'44"	75.00'	39.18'	38.73'	20.05'	N 69°13'31"E
15.	100°11'41"	75.00'	[illegible]	115.07'	89.69'	S 79°38'31"E
16.	13°37'58"	50.00'	11.90'	11.87'	5.98'	S 47°28'41"W
17.	48°10'44"	50.00'	42.04'	40.82'	22.36'	S 15°48'20"W
18.	50°33'57"	50.00'	44.16'	42.74'	23.63'	S 32°51'01"E
19.	50°26'03"	50.00'	44.01'	42.61'	23.55'	S 83°22'03"E
20.	162°50'43"	50.00'	142.11'	98.88'	331.90'	S 27°09'45"E
21.	45°29'10"	25.00'	19.85'	19.33'	10.48'	S 86°50'30"E
22.	1°38'33"	580.40'	16.61'	8.41'	8.41'	S 53°06'41"E
23.	7°16'33"	580.40'	73.70'	73.65'	36.90'	S 88°23'45"E
24.	7°16'33"	580.40'	73.70'	73.65'	36.90'	S 78°40'16"E
25.	5°43'24"	580.40'	57.96'	52.85'	29.01'	S 82°10'17"E
26.	21°56'04"	580.40'	222.20'	222.84'	112.48'	S 74°03'57"E
27.	85°17'31"	25.00'	37.22'	33.87'	23.03'	S 42°23'15"E
28.	95°38'31"	25.00'	41.73'	37.05'	27.59'	S 48°04'45"W
29.	10°44'36"	530.40'	99.46'	99.31'	49.88'	N 79°43'32"W
30.	10°20'47"	530.40'	95.79'	95.65'	48.02'	N 68°10'54"W
31.	21°05'23"	530.40'	195.24'	194.14'	98.74'	N 73°33'15"W
32.	87°16'00"	25.00'	38.17'	42.69'	41.01'	N 04°22'28"W
33.	100°11'41"	25.00'	43.72'	38.36'	29.90'	N 75°38'31"W
34.	13°08'00"	359.89'	82.60'	82.42'	41.46'	N 16°58'11"W
35.	12°38'17"	359.89'	79.40'	79.32'	39.90'	N 03°04'04"W
36.	25°46'15"	359.89'	162.08'	160.71'	82.44'	N 12°38'54"W
37.	8°21'06"	680.40'	99.16'	99.09'	49.68'	S 83°25'06"E
38.	7°16'33"	680.40'	86.40'	86.35'	43.26'	S 75°40'65"E
39.	7°16'33"	680.40'	86.40'	86.35'	43.26'	S 68°23'45"E
40.	7°04'44"	680.40'	84.07'	84.01'	42.09'	S 61°13'06"E
41.	11°24'28"	680.40'	135.45'	135.23'	67.96'	S 51°58'29"E
42.	4°50'37"	680.40'	57.52'	57.50'	28.78'	S 43°50'56"E
43.	2°04'24"	680.40'	25.03'	25.02'	12.51'	S 40°22'23"E
44.	2°06'19"	680.40'	25.00'	25.00'	12.50'	S 38°16'00"E

CERTIFICATE OF OWNERSHIP AND PUBLIC DEDICATION.

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT IV B, SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS, DRAINAGE AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 28th DAY OF August A.D., 1987.

McNABB HOMES, INC.

ATTEST: ________________
SECRETARY, DAVID S. McNABB

BY: ________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB SECRETARY OF McNABB HOMES INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 28 DAY OF AUGUST, A.D., 1987.

Patricia Ann Materni
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 11/2/89

DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS

THE DECLARATION IS RECORDED IN O.R. BK. 1758 AT PAGE 564, AND AMENDED IN O.R. BOOK 1786, PAGE 1129 AND SUPPLEMENTED IN O.R. BOOK 1786, PAGE 832, AND AMENDED IN O.R. BOOK 1791, PAGE 2270, AND SUPPLEMENTED IN O.R. BOOK 1791, PAGE 2272, AND AMENDED IN O.R. BOOK 1813, PAGE 2722, AND AMENDED IN O.R. BOOK 1857, PAGE 2877, AND AMENDED IN O.R. BOOK 1870, PAGE 1722, AND AMENDED IN O.R. BOOK 1870, PAGE 1729, AND AMENDED IN O.R. BOOK 1982, PAGE 309, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP AND PRIVATE DEDICATION.

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB, ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT IV-B SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART TRACTS T & U AS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USE AND PURPOSES TO THE PROPERTY OWNERS OF DEER HOLLOW HOMEOWNERS ASSOCIATION INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER. SUBJECT HOWEVER, TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 12th DAY OF October, A.D., 1987.

McNABB HOMES, INC.

ATTEST: ________________
SECRETARY, DAVID S. McNABB

BY: ________________
PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT, AND DAVID S. McNABB, SECRETARY, OF McNABB HOMES, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND THAT HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

May 14, 1991
MY COMMISSION EXPIRES

Camille K Brown
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MOSBY ENGINEERING ASSOCIATES, INC.
6601 SUPERIOR AVE., SARASOTA, FLORIDA

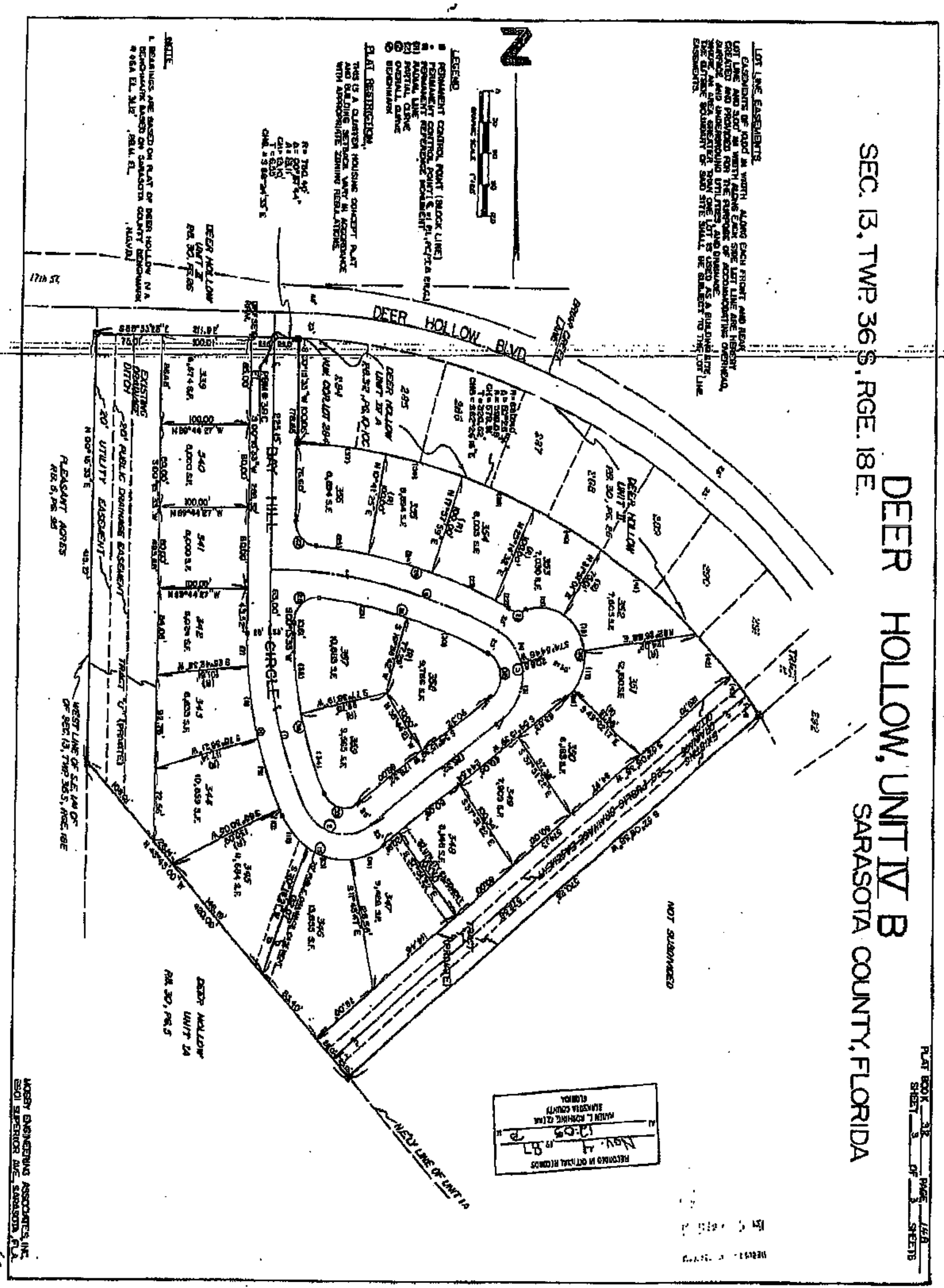

DEER HOLLOW, UNIT IV B
SEC. 13, TWP. 36 S, RGE. 18 E.
SARASOTA COUNTY, FLORIDA
PLAT BOOK 32 PAGE 16 B
SHEET 3 OF 3 SHEETS
LOT LINE EASEMENTS
EASEMENTS OF 10.00' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE AND 5.00' IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.
GRAPHIC SCALE
0
20
40
60
80
LEGEND
PERMANENT CONTROL POINT (BLOCK LINE)
PERMANENT CONTROL POINT (C.L.)
PERMANENT REFERENCE MONUMENT
RADIAL LINE
PARTIAL CURVE
OVERALL CURVE
BENCHMARK
PLAT RESTRICTION.
THIS IS A CLUSTER HOUSING CONCEPT PLAT AND BUILDING SETBACK VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS.
NOTE
1. BEARINGS ARE BASED ON PLAT OF DEER HOLLOW IV A BENCHMARK BASED ON SARASOTA COUNTY BENCHMARK # 96A EL. 31.12' , N.G.V.D.
DEER HOLLOW BLVD
DEER HOLLOW UNIT II
PB. 30, PG. 25
DEER HOLLOW UNIT IV A
DEER HOLLOW UNIT IA
PB. 30, PG. 5
PLEASANT ACRES
P.B. 5, PG. 58
NOT SUBDIVIDED
17th ST.
EXISTING DRAINAGE DITCH
20' UTILITY EASEMENT
20' PUBLIC DRAINAGE EASEMENT
TRACT "C" (PRIVATE)
20' PUBLIC DRAINAGE EASEMENT
DAY HILL
CIRCLE
WEST LINE OF S.E. 1/4 OF SEC. 13, TWP. 36 S, RGE. 18 E
N'ELY LINE OF UNIT IA
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
100.00'
N 89°44'27" W
N 00°16'33" E
R = 790.46'
RECORDED IN OFFICIAL RECORDS
SARASOTA COUNTY, FLORIDA
MOSBY ENGINEERING ASSOCIATES, INC.
8501 SUPERIOR AVE., SARASOTA, FLA.

Exhibit "A" to Amended and Restated Declaration of Maintenance and Land Use Provisions

(Plats)

PLAT BOOK 39 PAGE 92
SHEET 1 OF 3 SHEETS

DEER HOLLOW, UNIT IV C

SEC. 13, TWP. 36S., RGE. 18E.

SARASOTA COUNTY, FLORIDA

055045

CERTIFICATE OF COUNTY CLERK

STATE OF FLORIDA }S.S.
COUNTY OF SARASOTA }

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 39, PAGE 92-92B, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 2nd DAY OF August A.D., 1989.

KAREN E. RUSHING,
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BY: Frederick B. Hoyler
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA }S.S.
COUNTY OF SARASOTA }

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA THIS 1st DAY OF AUGUST A.D., 1989.

APPROVED:

7/21/89
COUNTY ENGINEER

COUNTY ATTORNEY

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

LOT LINE EASEMENTS

EASEMENTS OF EIGHT (8') FEET IN WIDTH ALONG EACH REAR LOT LINE AND FIVE (5') FEET IN WIDTH ALONG EACH FRONT AND SIDE LOT LINE, ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSES OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE THE LOT LINE EASEMENT.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE

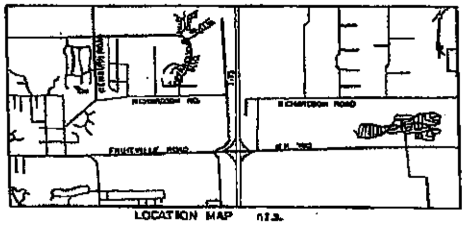
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE SIMULTANEOUSLY RECORDED IN OFFICIAL RECORD BOOK 2141 AT PAGES 1319 THRU 1340 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS, AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE INSTALLED ON 17 APRIL, 1989. THE PERMANENT CONTROL POINTS (PCP'S) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

25 APRIL 1989
DATE

Cliff Albrecht
CLIFF ALBRECHT, STATE OF FLORIDA REGISTERED LICENSED SURVEYOR, REG. NO. 3598



LOCATION MAP N.T.S.

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF "DEER HOLLOW, UNIT IV B" AS RECORDED IN PLAT BOOK 32, AT PAGE 14 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF "DEER HOLLOW, UNIT II" AS RECORDED IN PLAT BOOK 30 AT PAGE 25 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING FIVE (5) CALLS: SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES SOUTH 38 47' 10" WEST, 688.40'; SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE AND SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 164.00' THROUGH A CENTRAL ANGLE OF 13 48' 30" TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT; SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 764.15' FOR AN ARC DISTANCE OF 334.76' THROUGH A CENTRAL ANGLE OF 25 06' 00"; SOUTH 14 25' 00" EAST, 84.63'; SOUTH, 100.00' AND WEST, 28.41' TO A POINT BEING THE NORTHEASTERLY CORNER OF SAID "DEER HOLLOW, UNIT IA", AS RECORDED IN PLAT BOOK 30 AT PAGE 5 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE WEST ALONG THE NORTHERLY LINE OF SAID "DEER HOLLOW, UNIT IA", 320.12'; THENCE NORTH 43 43' 00" WEST, 300.00' TO THE SOUTHEASTERLY LINE OF SAID "DEER HOLLOW, UNIT IV-B"; THENCE N 68 08' 38" EAST ALONG SAID SOUTHERLY LINE 370.28' TO THE P.O.B..

CONTAINING 5.418 ACRES MORE OR LESS.

MOSBY ENGINEERING ASSOCIATES, INC.
3859 BEE RIDGE ROAD, SARASOTA, FLORIDA

4.

DEER HOLLOW, UNIT IV C

SEC. 13, TWP. 36 S., RGE. 18 E.

SARASOTA COUNTY, FLORIDA

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

GLENN D. WALTERS AND MARGARET E. WALTERS, HUSBAND AND WIFE, CERTIFY THAT WE ARE THE OWNERS OF DEER HOLLOW, UNIT IV C SHOWN AND DESCRIBED HEREON.

PUBLIC

SAID HUSBAND AND WIFE DO HEREBY DEDICATE AND SET APART ALL OF THE STREETS, FRONT, SIDE AND REAR LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

PRIVATE

SAID HUSBAND AND WIFE DO HEREBY DEDICATE AND SET APART TRACT "W", SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE PROPERTY OWNERS OF DEER HOLLOW HOMEOWNERS ASSOCIATION, INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER, SUBJECT HOWEVER TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS AND SEALS THIS 6th DAY OF March, A.D., 1989.

ATTEST TO BOTH: D. David Walters

Ann M. Walters

BY: Glenn D. Walters
HUSBAND, GLENN D. WALTERS

Margaret E. Walters
MARGARET E. WALTERS

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED GLENN D. WALTERS AND MARGARET E. WALTERS, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 6th DAY OF MARCH A.D., 1989.

August 28 1992
MY COMMISSION EXPIRES

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

CONSENT TO DEDICATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

SUN BANK SARASOTA COUNTY, N.A., A UNITED STATES CORPORATION HOLDER OF MORTGAGE DATED SEPTEMBER 23, 1988, RECORDED IN OFFICIAL RECORD BOOK 2064 AT PAGE 378, AND MODIFIED DECEMBER 30, 1988 IN OFFICIAL RECORD BOOK 2080 AT PAGE 310, AND MORTGAGE DATED APRIL 25, 1988, RECORDED IN OFFICIAL RECORD BOOK 2026 AT PAGE 2086 AND MODIFIED DECEMBER 30, 1988 IN OFFICIAL RECORD BOOK 2080 AT PAGE 304 ALL OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND THE DEDICATION CERTIFICATE THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS SENIOR VICE PRESIDENT AND ATTESTED BY ITS SENIOR VICE PRESIDENT, THIS 13th DAY OF MARCH A.D., 1989.

ATTEST:
SENIOR VICE PRESIDENT
EDWARD M. BOLAND

BY:
SENIOR VICE PRESIDENT
WILLIAM H. TIMMENY

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM H. TIMMENY, SENIOR VICE PRESIDENT AND EDWARD M. BOLAND, SENIOR VICE PRESIDENT OF SUN BANK SARASOTA COUNTY, N.A., A UNITED STATES CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 13th DAY OF March A.D., 1989.

MY COMMISSION EXPIRES
April 30, 1991

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

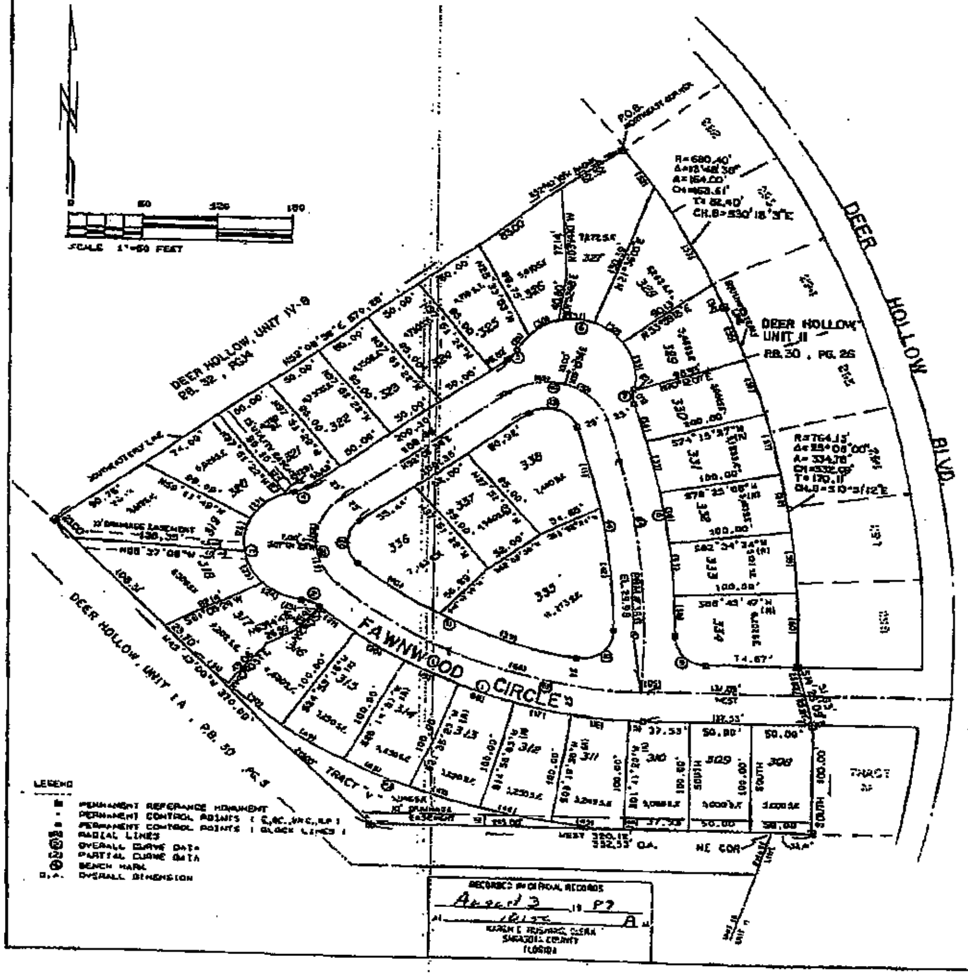
MOSBY ENGINEERING ASSOCIATES, INC.
3839 BEE RIDGE ROAD, SARASOTA, FLORIDA

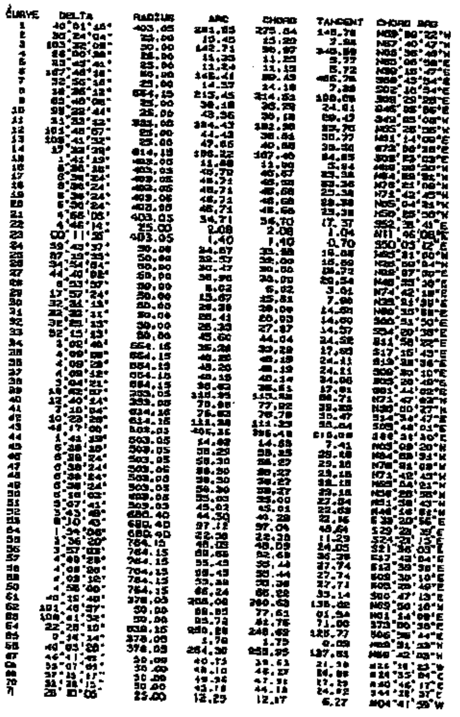
PLAT BOOK 33 PAGE 308
SHEET 3 OF 3 SHEETS

DEER HOLLOW, UNIT IV C

SEC. 13, TWP. 36S., RGE. 18E

SARASOTA COUNTY, FLORIDA




CURVE
DELTA
RADIUS
ARC
CHORD
TANGENT
CHORD BRG

LOT LINE EASEMENTS

EASEMENTS OF EIGHT (8') FEET IN WIDTH ALONG EACH REAR LOT LINE AND FIVE (5') FEET IN WIDTH ALONG EACH FRONT AND SIDE LOT LINES ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

NOTES:

1. BEARINGS ARE BASED ON THE PLAT OF DEER HOLLOW, UNIT IV-B AS RECORDED IN PLAT BOOK 32, AT PAGE 34 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
2. ELEVATIONS AREA BASED ON SARASOTA COUNTY BENCH MARK NO. 464, ELEVATION 31.12 PERMANENT BENCH NO. 38C, ELEVATION 37.98

PLAT BOOK 33 PAGE 49
SHEET 1 OF 4 SHEETS

SC007956

DEER HOLLOW UNIT NO. V

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA

CERTIFICATE OF COUNTY CLERK

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 33, PAGE 49-49C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 24TH DAY OF January, A.D. 1990.

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BY
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA THIS 23rd DAY OF January A.D. 1990.

APPROVED:

DEPUTY COUNTY ENGINEER

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

LOT LINE EASEMENTS

EASEMENTS OF EIGHT (8') FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINES AND FIVE (5') FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSES OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENT.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE

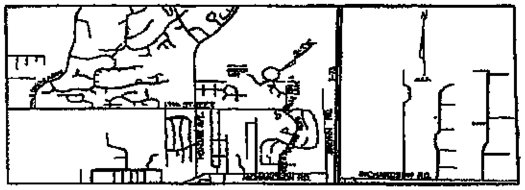
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE SIMULTANEOUSLY RECORDED IN OFFICIAL RECORDS BOOK 2181 AT PAGES 439 THRU 458 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS, AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE INSTALLED ON [illegible].

12-11-89
DATE

Timothy O. Mosby
TIMOTHY O. MOSBY, STATE OF FLORIDA REGISTERED
LICENSED SURVEYOR, REG. NO. 4732



DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE PLAT OF DEER HOLLOW, UNIT II, AS RECORDED IN PLAT BOOK 30, AT PAGES 25 THRU 25E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF THE N.1/2, S.W.1/4, N.E.1/4 SECTION 13; THENCE SOUTH 89° 05' 12" EAST ALONG THE NORTH LINE OF SAID DEER HOLLOW, UNIT II, ALSO BEING THE NORTH LINE OF THE N.1/2, S.W.1/4, N.E.1/4 SECTION 13 A DISTANCE OF 881.25' TO THE SOUTHEAST CORNER OF THE E.1/2, N.E.1/4, N.W.1/4 SECTION 13 FOR THE POINT OF BEGINNING; THENCE NORTH 89° 05' 48" WEST ALONG THE SOUTH LINE OF SAID EAST 1/2, 684.35' TO THE WEST LINE OF SAID EAST 1/2; THENCE NORTH 00° 14' 24" EAST ALONG SAID WEST LINE 492.82' TO THE SOUTH LINE OF A F.P.& L. R/W AS RECORDED IN DEED BOOK 340 AT PAGE 510 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID R/W & ALONG A F.P.& L. R/W AS RECORDED IN OFFICIAL RECORDS BOOK 880 AT PAGE 2060 OF SAID RECORDS THE FOLLOWING 3-COURSES: SOUTH 89° 17' 00" EAST, [illegible]; SOUTH 00° 20' 59" WEST, 270.81' AND SOUTH 89° 17' 58" EAST, 100.00' TO THE EAST LINE OF SAID EAST 1/2; THENCE SOUTH 00° 21' 01" WEST ALONG SAID EAST LINE 224.44' TO THE POINT OF BEGINNING.
CONTAINING 7.140 ACRES MORE OR LESS.

CONSENT TO DEDICATION

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

SUN BANK SARASOTA COUNTY, N.A., A UNITED STATES CORPORATION, HOLDER OF MORTGAGE NOTE MODIFICATION DATED 2-14-89 AND RECORDED IN OFFICIAL RECORD BOOK 2100 AT PAGE 411, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND THE DEDICATION CERTIFICATE THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS SENIOR VICE PRESIDENT AND ATTESTED BY ITS SENIOR VICE PRESIDENT, THIS 16 DAY OF August A.D., 1989.

SUN BANK SARASOTA COUNTY, N.A.

ATTEST:

SENIOR VICE PRESIDENT,
EDWARD H. BOLAND

BY:

SENIOR VICE PRESIDENT,
WILLIAM W. TIMMENY

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM W. TIMMENY, SENIOR VICE PRESIDENT AND EDWARD H. BOLAND, SENIOR VICE PRESIDENT OF SUN BANK SARASOTA COUNTY, N.A., A UNITED STATES CORPORATION, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 16TH DAY OF AUGUST A.D., 1989.

May 10, 1993
MY COMMISSION EXPIRES

Kerry Chessman
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MOSBY ENGINEERING ASSOCIATES, INC.
3859 BEE RIDGE ROAD SARASOTA, FLA. 34232

PLAT BOOK 33 PAGE 49-A
SHEET 2 OF 4 SHEETS

DEER HOLLOW UNIT NO. V

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

McNABB HOMES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, DAVID S. McNABB AND BY ITS DULY ELECTED SECRETARY, DAVID S. McNABB, ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW, UNIT V, SHOWN HEREON.

PUBLIC

SAID CORPORATION DOES HEREBY DEDICATE AND SET APART THE STREETS AND THE PUBLIC DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

PRIVATE

SAID CORPORATION DOES HEREBY DEDICATE AND SET APART TRACT "B", FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE DEER HOLLOW HOMEOWNERS ASSOCIATION, INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY AND LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER, SUBJECT, HOWEVER TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY THIS 11th DAY OF AUG. A.D., 1988.

McNABB HOMES, INC.

ATTEST: ______________________ BY: ______________________
SECRETARY, DAVID S. McNABB PRESIDENT, DAVID S. McNABB

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

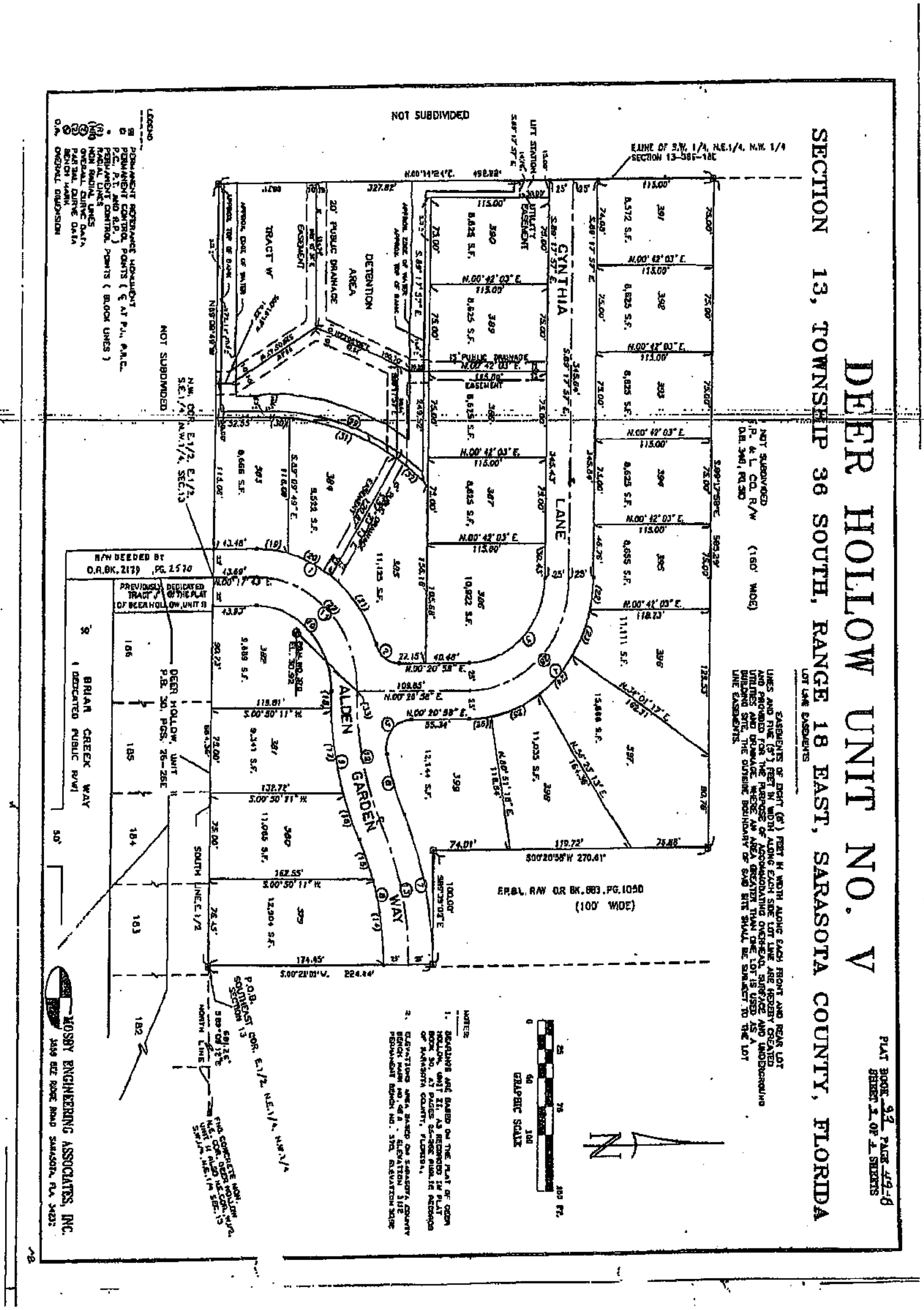
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. McNABB, PRESIDENT AND DAVID S. McNABB, SECRETARY OF McNABB HOMES, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 11th DAY OF [illegible] A.D., 1988.

May 29, 1991
MY COMMISSION EXPIRES

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MOSBY ENGINEERING ASSOCIATES, INC.
3659 BEE RIDGE ROAD SARASOTA, FLA. 34232


DEER HOLLOW UNIT NO. V
SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA
PLAT BOOK 32 PAGE 49-B
SHEET 2 OF 2 SHEETS
NOT SUBDIVIDED
CYNTHIA LANE
ALDEN GARDEN WAY
BRIAN CREEK WAY
DETENTION AREA
TRACT "A"
20' PUBLIC DRAINAGE EASEMENT
15' PUBLIC DRAINAGE EASEMENT
UTILITY EASEMENT
LIFT STATION
DEER HOLLOW UNIT II P.B. 30, PGS. 26-26E
F.P.&L. R/W O.R. BK. 883, PG. 1050 (100' WIDE)
NOT SUBDIVIDED F.P. & L. CO. R/W O.R. 346, PG. 380 (160' WIDE)
R/W DEEDED BY O.R. BK. 2179, PG. 2570
PREVIOUSLY DEDICATED TRACT "J" OF THE PLAT OF DEER HOLLOW, UNIT II
P.O.B. SOUTHEAST COR. E.1/2, N.E.1/4, N.W.1/4 SECTION 13
N.W. COR. E.1/2, E.1/2, S.E.1/4, N.W.1/4, SEC.13
E. LINE OF S.W. 1/4, N.E.1/4, N.W. 1/4 SECTION 13-36S-18E
SOUTH LINE E.1/2
NORTH LINE
LOT LINE EASEMENTS
EASEMENTS OF EIGHT (8') FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINES AND FIVE (5') FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.
LEGEND
GRAPHIC SCALE
0 25 50 75 100 FT.
N
NOTES:
MOSBY ENGINEERING ASSOCIATES, INC.
379 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 380 381 382
182 183 184 185 186

PLAT BOOK 33 PAGE 49-C
SHEET 4 OF 5 SHEETS

DEER HOLLOW UNIT NO. V

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	125.00'	71°28'30"	155.94'	89.96'	146.02'	N.36°03'02" E
2	25.00'	71°28'30"	31.20'	17.99'	29.21'	N.36°01'32" E
3	75.00'	89°38'34"	117.35'	74.54'	105.74'	N.44°28'29" W
4	125.00'	89°38'34"	195.58'	124.24'	176.23'	S.44°28'29" E
5	25.00'	101°53'25"	44.46'	30.81'	38.63'	S.50°35'45" E
6	238.26'	13°34'00"	56.42'	28.34'	56.29'	N.71°40'32" E
7	305.00'	25°27'26"	135.96'	69.12'	134.84'	N.77°37'15" E
8	256.00'	25°27'28"	113.74'	57.83'	112.81'	S.77°37'15" W
9	288.26'	26°45'43"	134.64'	68.57'	133.42'	S.78°18'24" W
10	75.00'	91°21'33"	119.59'	76.80'	107.32'	S.45°58'29" W
11	100.00'	91°21'33"	159.45'	102.40'	143.09'	N.45°58'29" E
12	263.26'	26°45'43"	122.97'	62.63'	121.85'	N.78°16'24" E
13	281.00'	25°27'28"	124.85'	63.47'	123.83'	N.77°37'15" E
14	256.00'	17°03'05"	76.19'	38.38'	75.90'	S.81°49'06" W
15	256.00'	08°24'21"	37.56'	18.81'	37.52'	S.69°05'43" W
16	288.26'	08°35'35"	43.23'	21.66'	43.19'	S.89°11'20" W
17	288.26'	15°10'14"	76.33'	38.39'	76.10'	S.81°04'14" W
18	288.26'	02°59'54"	15.09'	7.54'	15.08'	N.89°50'42" W
19	125.00'	14°38'50"	31.95'	16.01'	31.87'	N.07°35'41" E
20	125.00'	21°40'50"	47.30'	23.94'	47.02'	N.25°44'05" E
21	125.00'	35°11'51"	76.79'	39.65'	75.59'	N.51°10'23" E
22	125.00'	13°03'26"	28.49'	14.31'	28.42'	S.82°46'14" E
23	125.00'	20°15'48"	44.21'	22.34'	43.98'	S.66°06'37" E
24	125.00'	22°21'58"	48.79'	24.71'	48.49'	S.44°47'45" E
25	125.00'	23°39'18"	51.61'	26.18'	51.24'	S.21°47'07" E
26	125.00'	10°18'25"	22.49'	11.27'	22.46'	S.04°48'15" E
27	100.00'	91°18'24"	159.36'	102.34'	143.05'	N.45°57'24" E
28	100.00'	89°38'34"	156.47'	99.38'	140.89'	N.44°28'29" E
29	242.00'	41°34'06"	175.58'	91.89'	171.63'	N.21°13'28" E
30	240.00'	05°21'56"	22.48'	11.24'	22.47'	N.02°57'17" E
31	240.00'	26°58'33"	113.00'	57.57'	111.95'	N.19°07'31" E
32	240.00'	09°33'37"	40.05'	20.07'	40.00'	N.37°23'34" E
33	100.00'	00°02'09"	0.06'	0.03'	0.06'	N.88°20'51" E

RECORDED IN OFFICIAL RECORDS
January 21 19 90
5:16 P.M.
SARASOTA COUNTY
FLORIDA

MOSBY ENGINEERING ASSOCIATES, INC.
3658 BEE RIDGE ROAD SARASOTA, FLA. 34232

PLAT BOOK 34 PAGE 20
SHEET 1 OF 4 SHEETS

90065464

DEER HOLLOW UNIT NO. V
AMENDED

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA

CERTIFICATE OF COUNTY CLERK

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 34 PAGE 20-20C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 20th DAY OF June, A.D., 1990.

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BY:
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, SARASOTA, FLORIDA THIS 19th DAY OF June A.D.

APPROVED:

DEPUTY COUNTY ENGINEER

COUNTY ATTORNEY

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

LOT LINE EASEMENTS

EASEMENTS OF EIGHT (8') FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINES AND FIVE (5') FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSES OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, CABLE TELEVISION AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO LOT LINE EASEMENT.

NOTE

THE DECLARATION OF COVENANTS AND RESTRICTIONS HAVE BEEN PREVIOUSLY RECORDED IN OFFICIAL RECORD BOOK 2167 PAGES 433 THRU 438 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

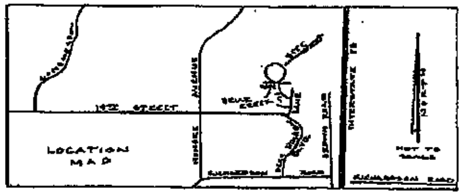
CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS AS AMENDED, AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE INSTALLED ON NOVEMBER 30, 1989. THE PERMANENT CONTROL POINTS (PCP'S) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF RECORDING OF THIS PLAT.

23 MAY 1990
DATE

Timothy O. Mosby
TIMOTHY O. MOSBY, STATE OF FLORIDA REGISTERED LAND SURVEYOR, REG. NO. 4732

THE EXPRESS PURPOSE OF THIS AMENDED PLAT IS TO CHANGE THE LOT NUMBERS ON DEER HOLLOW UNIT V, PLAT BOOK 33, PG. 49



DESCRIPTION:
A PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS DEER HOLLOW UNIT NO. V, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 33 AT PAGES 49-49C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

ADDITIONAL CONSENT TO DEDICATION SIMULTANEOUSLY RECORDED WITH THIS PLAT IN OFFICIAL RECORDS BOOK 2220 AT PAGE 1015 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CONSENT TO DEDICATION

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

SUN BANK SARASOTA COUNTY, N.A., A UNITED STATES CORPORATION, HOLDER OF NOTE AND MORTGAGE DATED FEBRUARY 14, 1989 AND RECORDED IN OFFICIAL RECORD BOOK 2100 AT PAGE 0411, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND THE DEDICATION CERTIFICATE THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS SENIOR VICE PRESIDENT AND ATTESTED BY ITS SENIOR VICE PRESIDENT, THIS 23 DAY OF MAY A.D., 1990.

SUN BANK SARASOTA COUNTY, N.A.

ATTEST:
SENIOR VICE PRESIDENT,
EDWARD N. BOLAND

BY:
SENIOR VICE PRESIDENT,
WILLIAM W. TWINEY

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED WILLIAM W. TWINEY, SENIOR VICE PRESIDENT AND EDWARD N. BOLAND, SENIOR VICE PRESIDENT OF SUN BANK SARASOTA COUNTY, N.A., A UNITED STATES CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 23rd DAY OF May A.D., 1990.

May 10, 1993
MY COMMISSION EXPIRES

Kerry Chessman
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MOSBY ENGINEERING ASSOCIATES, INC.
3558 BEE RIDGE ROAD SARASOTA, FLA. 34232

/2.

DEER HOLLOW UNIT NO. V
AMENDED
SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA

PLAT BOOK 34 PAGE 20-A
SHEET 2 OF 4 SHEETS

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

RICHARD P. BECK, A SINGLE MAN, CERTIFIES THAT HE IS THE OWNER OF LOT 390, DEER HOLLOW UNIT NO. V, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33 AT PAGES 49, 49A THROUGH 49C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, NOW A PART OF DEER HOLLOW UNIT NO. V AMENDED SHOWN AND DESCRIBED HEREON.

PUBLIC

SAID INDIVIDUAL DOES HEREBY DEDICATE AND SET APART THE STREETS AND THE PUBLIC DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

PRIVATE

SAID INDIVIDUAL DOES HEREBY DEDICATE AND SET APART TRACT "W", FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE DEER HOLLOW HOMEOWNERS ASSOCIATION, INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY LAW ENFORCEMENT PERSONNEL, SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER, SUBJECT, HOWEVER TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HANDS AND SEAL THIS 22nd DAY OF MAY, A.D., 1990.

WITNESS:

William J. Mullins Jr.

Richard P. Beck
RICHARD P. BECK, A SINGLE MAN

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED RICHARD P. BECK TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, THIS 22nd DAY OF May A.D., 1990.

DEC. 2, 1990
MY COMMISSION EXPIRES

William J. Mullins Jr.
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

ROBERT L. KOONTZ, A SINGLE MAN CERTIFIES THAT HE IS THE OWNER OF ALL REMAINING LOTS IN DEER HOLLOW UNIT NO. V, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33 AT PAGES 49, 49A THROUGH 49C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, NOW A PART OF DEER HOLLOW UNIT NO. V AMENDED AS SHOWN AND DESCRIBED HEREON.

PUBLIC

SAID INDIVIDUAL DOES HEREBY DEDICATE AND SET APART THE STREETS AND THE PUBLIC DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

PRIVATE

SAID INDIVIDUAL DOES HEREBY DEDICATE AND SET APART TRACT "W", FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE DEER HOLLOW HOMEOWNERS ASSOCIATION, INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER, SUBJECT, HOWEVER TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HANDS AND SEAL THIS 22nd DAY OF MAY, A.D., 1990.

WITNESS:

William J. Mullins Jr.

Robert L. Koontz
ROBERT L. KOONTZ, A SINGLE MAN

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ROBERT L. KOONTZ TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, THIS 22nd DAY OF May A.D., 1990

DEC 2, 1990
MY COMMISSION EXPIRES

William J. Mullins Jr.
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF NEW YORK) S.S.
COUNTY OF ST. LAWRENCE)

BILLY B. BIGGS AND BETTY M. BIGGS, HUSBAND AND WIFE, CERTIFY THAT THEY ARE THE OWNERS OF LOT 389, DEER HOLLOW UNIT NO. V, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33 AT PAGES 49, 49A THROUGH 49C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, NOW A PART OF DEER HOLLOW UNIT NO. V AMENDED SHOWN AND DESCRIBED HEREON.

PUBLIC

SAID HUSBAND AND WIFE DO HEREBY DEDICATE AND SET APART THE STREETS AND THE PUBLIC DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

PRIVATE

SAID HUSBAND AND WIFE DO HEREBY DEDICATE AND SET APART TRACT "W", FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE DEER HOLLOW HOMEOWNERS ASSOCIATION, INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY LAW ENFORCEMENT PERSONNEL, SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER, SUBJECT, HOWEVER TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 15th DAY OF May, A.D., 1990.

WITNESS TO BOTH:

Joan Hedges
Donna Maguire

Billy B. Biggs
BILLY B. BIGGS, HUSBAND

Betty M. Biggs
BETTY M. BIGGS, WIFE

STATE OF NEW YORK) S.S.
COUNTY OF ST. LAWRENCE)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BILLY B. BIGGS AND BETTY M. BIGGS, HUSBAND AND WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT ST. LAWRENCE COUNTY, THIS 15 DAY OF May A.D., 1990

April 4, 1992
MY COMMISSION EXPIRES

Sue E. Drake
NOTARY PUBLIC, STATE OF NEW YORK
AT LARGE

SUE E. DRAKE
Notary Public State of New York
St. Lawrence County # 4919818
Commission Expires April 4, 19 92

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

ERIC A. ENGSTROM AND RUTH E. ENGSTROM, HUSBAND AND WIFE, CERTIFY THAT THEY ARE THE OWNERS OF LOT 379, DEER HOLLOW UNIT NO. V, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33 AT PAGES 49, 49A THROUGH 49C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, NOW A PART OF DEER HOLLOW UNIT NO. V AMENDED SHOWN AND DESCRIBED HEREON.

PUBLIC

SAID HUSBAND AND WIFE DO HEREBY DEDICATE AND SET APART THE STREETS AND THE PUBLIC DRAINAGE EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

PRIVATE

SAID HUSBAND AND WIFE DO HEREBY DEDICATE AND SET APART TRACT "W", FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE DEER HOLLOW HOMEOWNERS ASSOCIATION, INC., THEIR SUCCESSORS, ASSIGNS, RESPECTIVE GUESTS, LICENSEES, INVITEES, UTILITIES SERVING THE SUBDIVISION, EMERGENCY LAW ENFORCEMENT PERSONNEL SERVING THE SUBDIVISION, AND OTHER PERSONS PROVIDING ESSENTIAL SERVICES TO THE SUBDIVISION, FOREVER, SUBJECT, HOWEVER TO ANY RIGHTS DEDICATED TO THE COUNTY OF SARASOTA BY THIS PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 22nd DAY OF MAY, A.D., 1990.

WITNESS TO BOTH:

William J. Mullins Jr.

Eric A. Engstrom
ERIC A. ENGSTROM, HUSBAND

Ruth E. Engstrom
RUTH E. ENGSTROM, WIFE

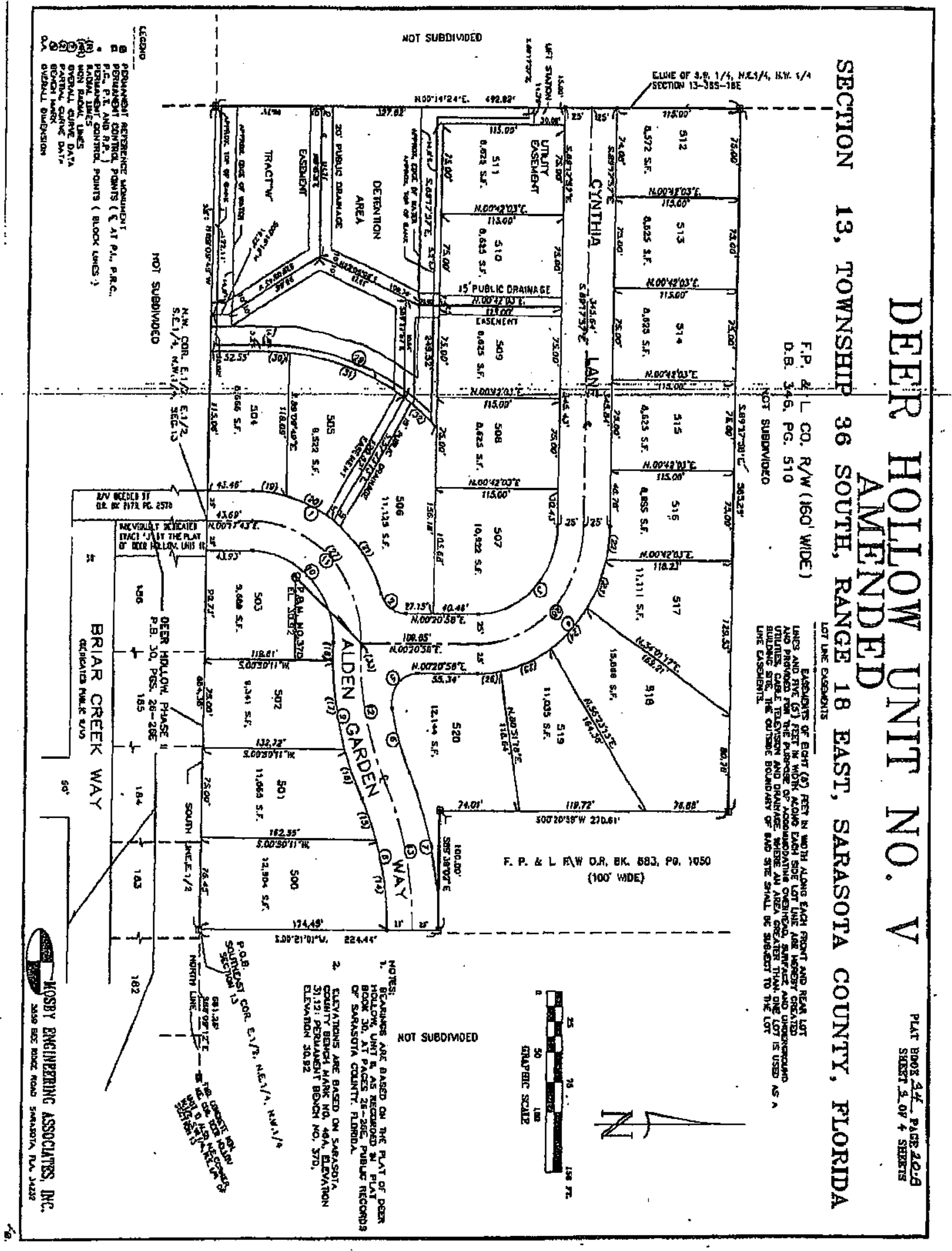
STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED ERIC A. ENGSTROM AND RUTH E. ENGSTROM, HUSBAND AND WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, THIS 22nd DAY OF May A.D., 1990

William J. Mullins Jr.
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES DEC 2, 1990

MOSBY ENGINEERING ASSOCIATES, INC.
3559 BEE RIDGE ROAD SARASOTA, FLA 34232


DEER HOLLOW UNIT NO. V
AMENDED
SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA
NOT SUBDIVIDED
CYNTHIA LANE
ALDEN GARDEN WAY
BRIAR CREEK WAY
DETENTION AREA
TRACT "W"
UTILITY EASEMENT
15' PUBLIC DRAINAGE EASEMENT
20' PUBLIC DRAINAGE EASEMENT
F. P. & L. CO. R/W (160' WIDE)
F. P. & L R/W O.R. BK. 883, PG. 1050 (100' WIDE)
DEER HOLLOW, PHASE II P.B. 30, PGS. 26-26E
GRAPHIC SCALE
LEGEND
NOTES:
MOSBY ENGINEERING ASSOCIATES, INC.

PLAT BOOK 34 PAGE 20-C
SHEET 4 OF 4 SHEETS

DEER HOLLOW UNIT NO. V
AMENDED

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	125.00'	71°26'38"	155.84'	89.95'	146.02'	N.38°02'03"E.
2	25.00'	71°29'38"	31.20'	17.99'	29.21'	N.36°01'32"E.
3	75.00'	89°38'54"	117.35'	74.54'	105.74'	N.44°28'29"W.
4	125.00'	89°38'54"	195.58'	124.74'	176.23'	S.44°28'29"E.
5	25.00'	101°53'25"	44.46'	30.81'	38.83'	S.50°35'45"E.
6	234.26'	13°34'00"	55.42'	28.34'	55.29'	N.71°40'32"E.
7	306.00'	25°27'26"	135.96'	69.12'	134.84'	N.77°37'15"E.
8	256.00'	25°27'26"	113.74'	57.83'	112.81'	S.77°37'15"W.
9	288.26'	26°45'43"	134.64'	68.57'	133.42'	S.78°16'24"W.
10	75.00'	91°21'33"	119.58'	76.00'	107.32'	S.43°58'23"W.
11	100.00'	91°21'33"	159.45'	102.40'	143.08'	N.45°58'29"E.
12	263.26'	26°45'43"	122.97'	62.63'	121.85'	N.78°16'24"E.
13	281.00'	25°27'26"	124.85'	63.47'	123.83'	N.77°37'15"E.
14	256.00'	17°03'05"	76.19'	38.38'	75.90'	S.81°49'26"W.
15	256.00'	08°24'21"	37.56'	18.81'	37.52'	S.68°05'43"W.
16	288.26'	08°35'35"	43.23'	21.66'	43.19'	S.85°11'20"W.
17	288.26'	15°10'14"	76.33'	38.39'	76.10'	S.81°04'14"W.
18	288.26'	02°59'54"	15.09'	7.54'	15.08'	N.89°50'42"W.
19	125.00'	14°35'58"	31.85'	16.01'	31.81'	N.07°35'41"E.
20	125.00'	21°40'50"	47.30'	23.94'	47.02'	N.25°44'05"E.
21	125.00'	35°11'51"	76.79'	39.65'	75.59'	N.54°10'25"E.
22	125.00'	13°03'26"	28.49'	14.31'	28.43'	S.82°46'14"E.
23	125.00'	20°15'48"	44.21'	22.34'	43.98'	S.66°06'37"E.
24	125.00'	22°21'56"	48.79'	24.71'	48.49'	S.44°47'45"E.
25	125.00'	23°35'19"	51.47'	26.10'	51.24'	S.21°47'07"E.
26	125.00'	10°18'26"	22.49'	11.27'	22.46'	S.04°48'15"E.
27	100.00'	91°19'24"	159.39'	102.34'	143.05'	N.45°57'24"E.
28	100.00'	89°38'54"	156.47'	99.39'	140.99'	N.44°28'29"E.
29	240.00'	41°54'06"	175.52'	91.89'	171.63'	N.21°13'28"E.
30	240.00'	05°21'56"	22.48'	11.24'	22.47'	N.02°57'17"E.
31	240.00'	26°58'32"	113.00'	57.57'	111.95'	N.18°07'31"E.
32	240.00'	09°33'37"	40.05'	20.02'	40.00'	N.37°23'36"E.
33	100.00'	00°02'05"	0.06'	0.03'	0.06'	N.68°20'31"E.

RECORDED IN OFFICIAL RECORDS
Jun 20 9 59 AM '90

RECORDED IN OFFICIAL RECORDS
June 20th 19 90
at 2:57 P.M.
SARASOTA COUNTY
FLORIDA

MOSBY ENGINEERING ASSOCIATES, INC.
3050 BEE RIDGE ROAD SARASOTA, FLA. 34232

PLAT BOOK 36 PAGE 21
SHEET 1 OF 2 SHEETS

DEER HOLLOW, UNIT III-A

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

93130800

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 36 PAGE 21-21A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 3rd DAY OF December A.D., 1993.

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BY: Elaine M. Hamel
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 2ND DAY OF NOVEMBER A.D., 1993.

APPROVED:
DEPUTY COUNTY ENGINEER

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LOT LINE EASEMENTS

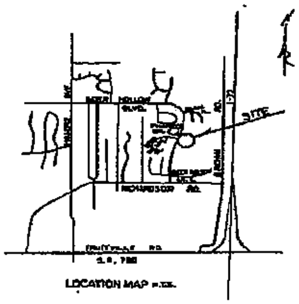
UNLESS OTHERWISE INDICATED, EASEMENTS OF EIGHT (8') FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINES AND FIVE (5') FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, CABLE TELEVISION AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE INSTALLED ON 8-23-93. THE PERMANENT CONTROL POINTS (PCP'S) AND PERMANENT BENCH MARK (PBM) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT PRIOR TO THE RELEASE OF THE IMPROVEMENT SURETY.

9-16-93
DATE:

Fred W. Lewis
FRED W. LEWIS, R.L.S.
REGISTERED LAND SURVEYOR
STATE OF FLORIDA, REG. NO. 4305



LOCATION MAP N.T.S.

THE 14TH AMENDMENT TO THE DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS FOR DEER HOLLOW ARE SIMULTANEOUSLY RECORDED WITH THIS PLAT IN OFFICIAL RECORDS BOOK 2565 AT PAGE 1583 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

THE 6TH SUPPLEMENT TO THE DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS FOR DEER HOLLOW ARE SIMULTANEOUSLY RECORDED WITH THIS PLAT IN OFFICIAL RECORDS BOOK 2565 AT PAGE 1587 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

DESCRIPTION: DEER HOLLOW, UNIT III

A PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF DEER HOLLOW, UNIT II, AS RECORDED IN PLAT BOOK 30 AT PAGES 26 THRU 26E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA: THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID DEER HOLLOW, UNIT II, THE FOLLOWING THREE COURSES: NORTH 38°17'51" EAST, 100.00; NORTH 48°53'17" EAST, 51.67' TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 50°21'26" WEST, 602.02' AND HAVING A CENTRAL ANGLE OF 16°23'19"; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE 172.20'; THENCE LEAVING SAID EASTERLY BOUNDARY LINE SOUTH 72°37'33" EAST, 132.06' TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST WHOSE CENTER BEARS NORTH 72°57'33" WEST, 750.00' AND HAVING A CENTRAL ANGLE OF 02°11'53"; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 28.77'; THENCE SOUTH 70°45'40" EAST, 148.17'; THENCE SOUTH 60°07'54" WEST, 33.11'; THENCE SOUTH 25°04'36" WEST, 93.86'; THENCE SOUTH 29°52'06" EAST, 46.03'; THENCE SOUTH 60°07'54" WEST, 8.83' TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, WHOSE CENTER BEARS NORTH 29°52'06" WEST, 125.00' AND HAVING A CENTRAL ANGLE OF 26°00'46"; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 56.75'; THENCE SOUTH 03°51'20" EAST, 161.00' TO INTERSECT THE NORTHERLY BOUNDARY LINE OF DEER HOLLOW, UNIT IA, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 30 AT PAGES 5 THRU 5C OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID DEER HOLLOW UNIT IA, SOUTH 60°07'54" WEST, 41.55'; THENCE NORTH 54°42'08" WEST, 354.37' TO THE POINT OF BEGINNING.
PARCEL OF LAND CONTAINING 2.336 ACRES MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

J.S.M. MANORS, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, JOHN S. McNABB AND BY ITS DULY ELECTED SECRETARY, JOHN S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW UNIT III, SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, WALKS, FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 22nd DAY OF July, A.D., 1993.

J.S.M. MANORS, INC.

ATTEST: John S. McNabb
SECRETARY, JOHN S McNABB

BY: John S. McNabb
PRESIDENT, JOHN S. McNABB

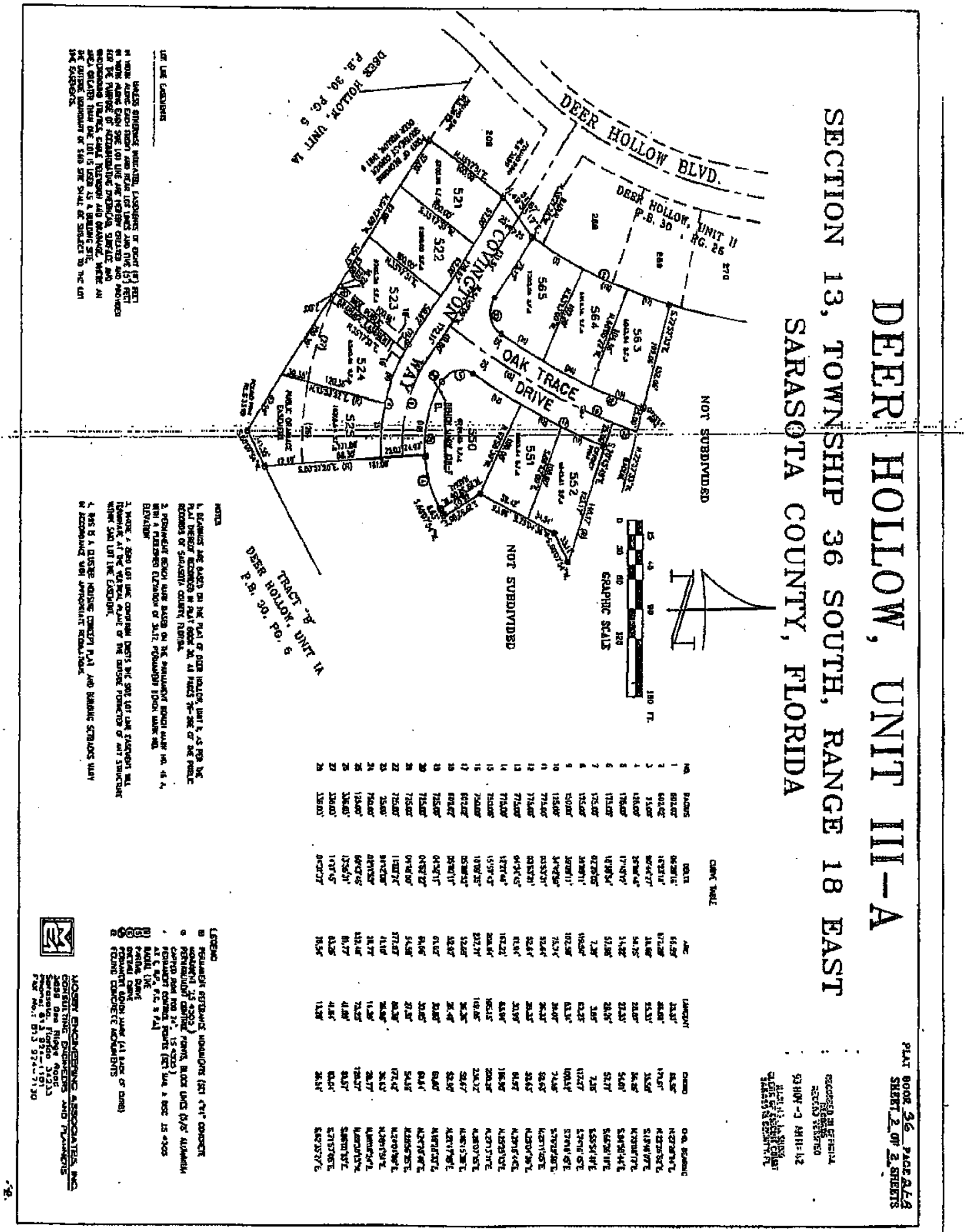
STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN S. McNABB, PRESIDENT AND JOHN S. McNABB, SECRETARY, OF J.S.M. MANORS, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FORGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA THIS 30th DAY OF July A.D., 1993

Doris L. Lamb
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 8-4-95

MOSBY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3868 Bee Ridge Road
Sarasota, Florida 34233
Phone: 813 924-1101
FAX No.: 813 924-7130


DEER HOLLOW, UNIT III-A
SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA
PLAT BOOK 36 PAGE
SHEET 2 OF 2 SHEETS
DEER HOLLOW BLVD.
DEER HOLLOW, UNIT II P.B. 30, PG. 25
DEER HOLLOW, UNIT IA P.B. 30, PG. 6
COVINGTON WAY
OAK TRACE DRIVE
NOT SUBDIVIDED
NOT SUBDIVIDED
TRACT "B" DEER HOLLOW, UNIT IA P.B. 30, PG. 6
GRAPHIC SCALE
0
30
60
90
120
150 FT.
521
522
523
524
525
550
551
552
563
564
565
CURVE TABLE
NOTES
LEGEND
LOT LINE EASEMENTS

PLAT BOOK 36 PAGE 28
SHEET 1 OF 2 SHEETS

94023006

DEER HOLLOW, UNIT III-B

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 36 PAGE 28-28A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 24th DAY OF February A.D., 1994.

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

BY:
DEPUTY CLERK

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA, FLORIDA.
THIS 24th DAY OF February A.D., 1994.

APPROVED:

DEPUTY COUNTY ENGINEER

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LOT LINE EASEMENTS

UNLESS OTHERWISE INDICATED, EASEMENTS OF EIGHT (8') FEET IN WIDTH ALONG EACH FRONT AND REAR LOT LINES AND FIVE (5') FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, CABLE TELEVISION AND DRAINAGE. WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE SARASOTA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE INSTALLED ON 11/4/93
THE PERMANENT CONTROL POINTS (PCP'S) AND PERMANENT BENCH MARK (PBM) INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT PRIOR TO THE RELEASE OF THE IMPROVEMENT SURETY.

12-30-93
DATE:

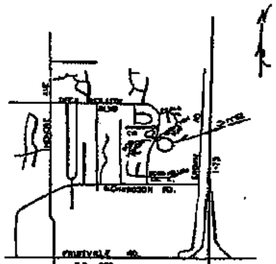
Fred W. Lewis
FRED W. LEWIS, P.L.S.
REGISTERED LAND SURVEYOR
STATE OF FLORIDA, REG. NO. 4305

DESCRIPTION: DEER HOLLOW, UNIT III-B

A PARCEL OF LAND SITUATE IN SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE NORTHWEST CORNER OF DEER HOLLOW, UNIT II-A, AS RECORDED IN PLAT BOOK AT PAGES THRU OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING A POINT OF A CURVE CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 75°44'47" WEST, 602.02' AND HAVING A CENTRAL ANGLE OF 02°06'45" ALSO BEING THE EASTERLY BOUNDARY LINE OF DEER HOLLOW, UNIT II, AS RECORDED IN PLAT BOOK 30 AT PAGE 28 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 22.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 77°51'32" WEST, 1014.15 FEET AND HAVING A CENTRAL ANGLE OF 12°43'26"; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE 225.22 FEET TO THE SOUTHERLY BOUNDARY LINE OF DEER HOLLOW, UNIT IV-A, AS RECORDED IN PLAT BOOK 32 AT PAGE 10 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING THREE COURSES: NORTH 85°25'01" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 10°49'19" EAST, A DISTANCE OF 181.19 FEET; THENCE SOUTH 89°44'27" EAST, 210.00'; THENCE SOUTH 00°15'33" WEST, A DISTANCE OF 625.00' TO THE NORTHERLY BOUNDARY LINE OF TRACT "B", DEER HOLLOW IA, AS RECORDED IN PLAT BOOK 30 AT PAGE 5 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID TRACT "B" SOUTH 60°07'54" WEST, 433.45' TO THE EASTERLY BOUNDARY LINE OF SAID DEER HOLLOW, UNIT II-A; THENCE ALONG SAID EASTERLY AND NORTHERLY BOUNDARY LINE THE FOLLOWING NINE COURSES: NORTH 03°51'20" WEST, A DISTANCE OF 181.00 FEET TO INTERSECT A CURVE CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 03°51'20" WEST, 125.00 FEET AND HAVING A CENTRAL ANGLE OF 26°00'48"; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 56.75 FEET; THENCE NORTH 60°07'54" EAST, A DISTANCE OF 8.63 FEET; THENCE NORTH 29°52'06" WEST, A DISTANCE OF 46.03 FEET; THENCE NORTH 25°04'36" EAST, A DISTANCE OF 93.96 FEET; THENCE NORTH 60°07'54" EAST, A DISTANCE OF 33.11 FEET; THENCE NORTH 70°45'40" WEST, A DISTANCE OF 148.17 FEET TO INTERSECT A CURVE CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS NORTH 70°15'10" WEST, A DISTANCE OF 750.00 FEET AND HAVING A CENTRAL ANGLE OF 02°11'53"; THENCE NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 28.77 FEET; THENCE NORTH 72°57'33" WEST, A DISTANCE OF 139.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.75 ACRES MORE OR LESS.



LOCATION MAP N.T.S.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

J.S.M. MANORS, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, JOHN S. McNABB AND BY ITS DULY ELECTED SECRETARY, JOHN S. McNABB ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIES OWNERSHIP BY SAID CORPORATION OF DEER HOLLOW UNIT III-B, SHOWN AND DESCRIBED HEREON, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, WALKS, FRONT, REAR AND SIDE LOT LINE UTILITY AND DRAINAGE EASEMENTS AND OTHER EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT, FOR SAID USES AND PURPOSES TO THE COUNTY OF SARASOTA FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 29th DAY OF November, A.D., 1993.

J.S.M. MANORS, INC.

ATTEST: John S. McNabb BY: John S. McNabb
SECRETARY, JOHN S. McNABB PRESIDENT, JOHN S. McNABB

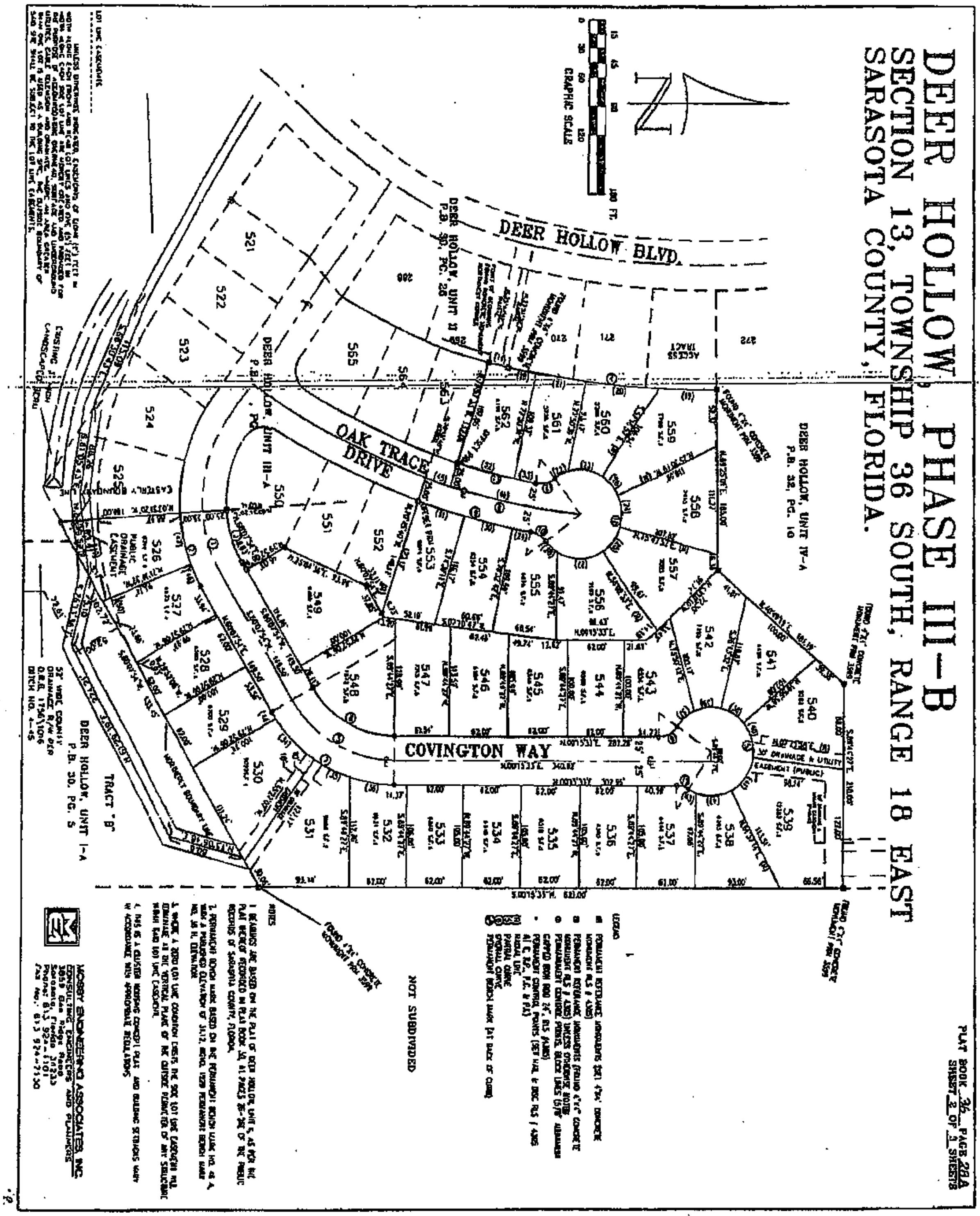
STATE OF FLORIDA)S.S.
COUNTY OF SARASOTA)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN S. McNABB, PRESIDENT AND JOHN S. McNABB, SECRETARY, OF J.S.M. MANORS, INC., A FLORIDA CORPORATION TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME, AS SUCH OFFICERS, FOR AND IN BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS 29th DAY OF November A.D., 1993

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.
MY COMMISSION EXPIRES: 10-28-96

MOSBY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3659 Bee Ridge Road
Sarasota, Florida 34233
Phone: 813 924-1101
Fax No.: 813 924-7130


DEER HOLLOW, PHASE III-B
SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA.
PLAT BOOK 36 PAGE 28A
SHEET 2 OF 3 SHEETS
GRAPHIC SCALE
DEER HOLLOW BLVD.
OAK TRACE DRIVE
COVINGTON WAY
DEER HOLLOW, UNIT IV-A
P.B. 32, PG. 10
DEER HOLLOW, UNIT II
P.B. 30, PG. 28
DEER HOLLOW, UNIT III-A
DEER HOLLOW, UNIT I-A
P.B. 30, PG. 5
TRACT "B"
ACCESS TRACT
PUBLIC DRAINAGE EASEMENT
NOT SUBDIVIDED
LEGEND
NOTES
LOT LINE EASEMENTS
MOSBY ENGINEERING ASSOCIATES, INC.
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PLAT BOOK 36 PAGE 288
SHEET 3 OF 3 SHEETS

DEER HOLLOW, PHASE III-B

SECTION 13, TOWNSHIP 36 SOUTH, RANGE 18 EAST SARASOTA COUNTY, FLORIDA.

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHD. BEARING
1	454.15'	23°17'31"	66.06'	34.80'	57.51'	N.23°09'33"E.
2	175.00'	26°00'48"	79.45'	40.42'	78.77'	N.23°08'17"E.
3	125.00'	26°00'46"	56.75'	28.07'	56.26'	N.23°08'17"E.
4	1014.15'	12°43'26"	225.22'	113.07'	221.76'	N.09°46'15"E.
5	125.00'	58°52'22"	130.67'	71.08'	114.74'	N.30°11'43"E.
6	100.00'	58°52'21"	104.50'	52.59'	99.40'	N.58°11'43"E.
7	150.00'	58°52'21"	156.35'	86.36'	149.79'	N.30°11'43"E.
8	750.00'	13°56'41"	169.45'	85.07'	169.08'	N.13°45'58"E.
9	775.00'	09°12'56"	124.46'	62.46'	124.57'	N.14°23'51"E.
10	25.00'	43°23'56"	18.94'	9.95'	18.48'	S.31°43'10"E.
11	46.00'	270°21'06"	217.05'	-45.66'	64.83'	N.61°46'46"W.
12	75.00'	17°15'38"	20.67'	20.94'	70.04'	N.13°21'00"W.
13	775.00'	06°46'37"	85.54'	42.83'	85.49'	N.13°28'38"E.
14	402.07'	07°06'45"	27.70'	11.10'	77.30'	N.13°11'52"E.
15	46.00'	264°01'56"	215.10'	-47.61'	66.16'	S.70°33'51"W.
16	25.00'	56°47'36"	74.15'	13.28'	33.36'	N.27°35'45"W.
17	75.00'	37°19'14"	15.18'	7.24'	43.92'	S.16°25'10"W.
18	1014.15'	01°33'05"	28.78'	19.21'	30.41'	N.11°36'55"E.
19	1014.15'	03°28'47"	63.95'	31.90'	63.93'	N.05°33'23"E.
20	1014.15'	04°20'17"	76.79'	38.41'	76.77'	N.05°11'38"E.
21	1014.15'	03°03'27"	54.09'	27.05'	54.09'	N.08°53'42"E.
22	46.00'	51°28'31"	18.79'	2.57'	45.76'	S.71°08'54"E.
23	46.00'	30°02'09"	40.17'	21.47'	38.91'	S.07°42'07"W.
24	46.00'	41°03'40"	32.97'	17.25'	32.27'	S.85°11'52"W.
25	46.00'	40°20'02"	32.15'	16.08'	38.77'	N.54°07'08"W.
26	46.00'	31°56'08"	25.64'	13.10'	25.37'	S.40°41'07"W.
27	46.00'	65°36'22"	52.74'	30.41'	50.74'	N.00°28'55"W.
28	46.00'	70°26'01"	56.41'	9.29'	16.37'	N.43°12'18"E.
29	775.00'	01°25'56"	19.37'	9.69'	16.37'	N.50°14'28"E.
30	775.00'	03°53'31"	52.64'	26.33'	52.63'	N.13°24'04"E.
31	775.00'	03°53'51"	52.54'	26.33'	52.65'	N.17°23'14"E.
32	725.00'	04°39'56"	61.16'	30.95'	61.26'	N.14°35'58"E.
33	725.00'	01°53'47"	23.76'	11.88'	23.76'	N.11°13'40"E.
34	150.00'	37°21'27"	98.53'	79.54'	58.16'	N.45°43'40"E.
35	650.00'	05°46'42"	41.35'	20.79'	49.16'	N.16°20'30"E.
36	650.00'	10°38'44"	68.45'	24.45'	40.25'	N.09°30'35"E.
37	46.00'	31°20'10"	25.16'	82.90'	24.85'	S.38°46'50"E.
38	46.00'	38°46'34"	29.53'	15.39'	30.07'	S.36°31'45"W.
39	46.00'	37°25'27"	30.02'	15.52'	29.49'	S.85°25'13"E.
40	46.00'	17°28'36"	38.04'	20.16'	36.97'	S.37°41'30"W.
41	46.00'	51°13'16"	43.50'	23.53'	41.50'	N.55°28'24"W.
42	46.00'	49°43'18"	38.97'	21.31'	38.60'	N.05°38'07"W.
43	46.00'	11°14'15"	9.02'	4.53'	9.01'	N.26°57'38"E.
44	650.00'	00°13'33"	8.45'	4.22'	8.44'	N.58°31'05"E.
45	750.00'	02°11'23"	20.77'	11.38'	28.77'	N.18°07'24"E.
46	175.00'	08°25'34"	25.13'	12.64'	25.20'	N.61°15'41"E.
47	125.00'	17°45'12"	54.27'	27.35'	54.09'	N.73°16'04"E.
48	750.00'	10°12'50"	180.68'	10.56'	140.46'	N.41°41'07"E.
49	336.83'	14°04'21"	82.54'	41.46'	82.33'	N.40°24'16"E.
50	336.83'	12°29'20"	73.75'	36.77'	73.16'	N.57°47'15"E.

RECORDED IN OFFICIAL RECORDS
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MOSBY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
2650 Bee Ridge Road
Sarasota, Florida 34233
Phone: 813 924-1101
FAX No.: 813 924-7130

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DEER HOLLOW
HOMEOWNERS ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION. SEE CURRENT AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR CURRENT TEXT

These are the Amended and Restated Articles of Incorporation for Deer Hollow Homeowners Association, Inc. ("Deer Hollow"), originally filed with the Florida Department of State the 15th day of February, 1985. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapters 617 and 720, Florida Statutes.

1. **NAME**. The name of the corporation shall be Deer Hollow Homeowners Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Corporation", the Declaration of Maintenance and Land Use Provisions for Deer Hollow as "Declaration", these Articles of Incorporation as the "Articles", and the Bylaws of the Corporation as the "Bylaws".

2. **PURPOSE.** The purpose for which the Corporation is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including but not limited to the power to operate, administer, and manage the Common Areas in Deer Hollow in accordance with the Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Parcels referenced in the Governing Documents.

3. **DEFINITIONS**. The terms used in these Articles shall have the same definitions and meaning as those set forth in the original Declaration for Deer Hollow, recorded in Official Records Book 1759, at Page 0664, *et seq.,* of the Public Records of Sarasota County, Florida, and as subsequently amended, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS The powers of the Corporation shall include and be governed by the following:

4.1 General. The Corporation shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declaration, these Articles, the Bylaws or prohibited by law.

4.2 Enumeration. The Corporation shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration and as it may be amended from time to time, these Articles and as they may be amended from time to time, and the Bylaws and as they may be amended from time to time, including but not limited to the following:

4.2.1 To make and collect assessments and other charges against members as Owners of Dwelling Units or Lots within Deer Hollow, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Corporation.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Corporation property and other property acquired or leased by the Corporation for use by Owners.

4.2.4 To purchase insurance upon the Corporation's property and insurance for the protection of the Corporation, its officers, Directors, and Members.

4.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Corporation property and for the health, comfort, safety and welfare of the Owners.

4.2.6 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

4.2.7 To contract for the management of the Corporation and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Corporation except those which require specific approval of the Board of Directors or the membership of the Corporation.

4.2.8 To employ personnel to perform the services required for proper operation of the Corporation.

4.2.9 Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

4.3 Corporation property. All funds and the titles of all properties acquired by the Corporation and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of income. The Corporation shall make no distribution of income to its members, directors or officers.

4.5 Limitation. The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Corporation shall be comprised of the Owner Members. Membership shall be established as follows:

5.1.1 Owner Members.

The Owner of every Lot shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Dwelling Unit or Lot. Each such Owner shall notify this Corporation of said recordation within thirty (30) days thereof and shall transmit to the Corporation true copies of such instrument.

5.2 Voting Rights. The voting rights of the Members shall be as follows:

5.2.1 Number of Votes. Each Member shall possess one vote for any Lot owned by such Member.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Corporation shall have perpetual existence.

7. OFFICERS. The affairs of the Corporation shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Corporation at its first meeting following the annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Corporation shall be managed by a board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and powers. All of the duties and powers of the Corporation existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to members when such approval is specifically required.

8.3 Election; removal. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this Corporation may be altered, amended or replaced in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Method of proposal. A resolution for the adoption of a proposed amendment may be proposed either by the President of the Association, a majority of the Directors, or by not less than twenty-five percent (25%) of the voting interests of the Corporation.

10.2 Notice. The subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption. An amendment so proposed may be approved by two-thirds of the voting interests of the Corporation, present, in person or by proxy, and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Corporation, upon Board approval, without need for Corporation membership vote.

10.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Sarasota County, Florida.

11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

ACTIVE: 7432095_1

AMENDED AND RESTATED BYLAWS
OF
DEER HOLLOW HOMEOWNERS ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BYLAWS - SEE CURRENT BYLAWS FOR CURRENT TEXT

1. **GENERAL:** These are the Amended and Restated Bylaws of Deer Hollow Homeowners Association, Inc., hereinafter the "Association", a not-for-profit corporation organized under the laws of Florida for the purpose of operating Deer Hollow (the "Community") pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Florida Statute Chapter 720, as same may be amended from time to time (the "Act").

1.1 Principal Office. The principal office of the Association shall be at such location as may be designated from time to time by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.3 Definitions. The definitions set forth in the Deer Hollow Declaration of Land Use Provisions for Deer Hollow, as amended from time to time (the "Declaration") and the Act shall apply to terms used in these Bylaws.

2. **MEMBERS:**

2.1 Qualifications. The Members of the Association shall be the record owners of legal title to the Lots in the Community. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Lot for purposes of determining voting and use rights. Membership shall become effective upon recording in the Public Records of Sarasota County, Florida, a deed or other instrument evidencing legal title to a Lot. A copy of the recorded deed must be supplied to the Association within ten (10) days of recordation of the deed.

2.2 Voting Interest. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of Voting Interests equals the total number of Lots subject to the Declaration (i.e., 410). Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Areas and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. If a Lot is owned by one (1) natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons that are not acting as trustees, that Lot's vote may be cast by any one (1) of the Owners. If two (2) or more Owners of a Lot do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If a Lot is owned by a corporation, any officer may vote on behalf of said corporation. If a Lot is owned by a partnership, any general partner may vote on behalf of the partnership. If a Lot is owned in trust, the grantor of the trust or any beneficiaries residing in the Lot shall be entitled to vote. If a Lot is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Subject to the qualifications above, any person with apparent authority asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida Law.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of a Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Lot at a Association meeting as stated in Article 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Article 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes (2014), as amended from time to time. The annual meeting is to be held at the principal office or other such place in Sarasota County as may be designated by the President at 8:00 p.m. on the first Tuesday in the month of February for the purpose of electing directors and for the transactions of such other business as may come before the meeting.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President, by a majority of the Directors, and must also be called by the

President or Secretary within a reasonable time of receipt of petition of the Members, holding at least a majority of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Lot and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Lot. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes (2014), as amended from time to time. Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission must be in writing and shall be revocable by the Member by written notice to the Association. Any such consent shall be deemed revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers, and attachments to such text which is readily capable of being viewed through customary home or office computing systems, including but not limited to "Word"®, or PDF® attachments. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the votes of the entire Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida Law.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

3.8.1 Call to order or determination of quorum.

3.8.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

3.8.3 Proof of Notice

3.8.4 Appointment by the Chair of Inspectors of Election (Annual Meeting)

3.8.5 Election of Directors (Annual Meeting)

3.8.6 Reading or disposal of minutes of the last Members' meeting

3.8.7 Reports of Officers

3.8.8 Reports of Committees

3.8.9 Unfinished Business

3.8.10 New Business

3.8.11 Adjournment

The President shall preside over all membership meetings. In his absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board of Directors designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of

Order shall not be used as a basis to legally challenge any action of the Association.

3.11 Action by Members without Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, 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 requisite number of Voting Interests to approve the action.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by the Governing Documents or law.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier seat. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter seats, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term. Directors shall be elected in accordance with the Act, these Bylaws and the election rules, if any, and process established and utilized by the Board of Directors. Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the Annual Meeting and may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations from the floor shall not be accepted. Not less than fourteen (14) days prior to the Annual Meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with either an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the Annual Meeting. The use of secret balloting provided for in Section 720.306(8) of the Act, shall be followed. The Board may require all ballots to be received by the Association at some point prior to the Annual Meeting so that the votes can be tallied prior to the Annual Meeting and the results announced at the Annual Meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

A Director's term ends at the adjournment of the second annual meeting following his election, unless he sooner resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Lot in the Community, or becomes ineligible under the Act.

No Director may serve more than three (3) full, consecutive two (2) year terms.

4.2 Qualifications. Directors must be a Member. When a Lot is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Article 2.2 shall be eligible for Board service. No two individuals from the same Lot shall be eligible to serve on the Board at the same time.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term, or may choose to leave the seat vacant until the next Annual Meeting in which case a special election will be held for the unexpired term of the seat vacated by resignation/ineligibility. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act. A Director who ceases to be Member of the Association, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a Director who is convicted of a felony in any state, shall become ineligible for Board service on the date of such delinquency or conviction, and his seat shall be deemed vacated as of that date. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date, and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board of Directors shall be held within ten (10) days after the Annual Meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board of Directors shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meeting regarding personnel matters; (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act. Any Owner may tape-record or videotape meetings of the Board and meetings of the members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference speaker telephone call, video conference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. After a quorum has been established at a Board of Directors' meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members.

4.12 The Presiding Officer. The President, or in his absence, a Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

4.13 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. The Board of Directors in its sole and absolute discretion may remove members of any committee at any time, with or without cause, at a Board Meeting. Any such committee shall have the powers and duties assigned to it in the resolution or motion creating the committee. Where required by the Act, committee meetings shall be open to attendance by any Member, and notice of those committee meetings shall be posted in the same manner as required in Article 4.7 above. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.15 Emergency Powers. In the event of an "emergency" as defined in Article 4.15.7 below, the Board of Directors may exercise the following emergency powers, and any other emergency powers authorized by Section 617.0207, Florida Statutes, as may be amended from time to time:

4.15.1 The Board may name assistant officers, which assistant officers shall have the same authority as the executive officers to whom they are assisting during the period of the emergency, to accommodate the incapacity or unavailability of any officer of the Association.

4.15.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.15.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.

4.15.4 Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

4.15.5 Any officer, Director, or employee of the Association, acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws, shall incur no liability for doing so, except in the case of willful misconduct.

4.15.6 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.15.7 For purposes of this Article 4.15, an "emergency" exists only while the Community, or the immediate geographic area in which the Community is located, is subjected to:

4.15.7.1 a state of emergency declared by law enforcement authorities;

4.15.7.2 a hurricane warning;

4.15.7.3 a partial or complete evacuation order;

4.15.7.4 designated by federal or state government as a "disaster area"; or

4.15.7.5 a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tropical storm, tornado, war civil unrest, or acts of terrorism.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer and a Secretary, all of whom must be Directors. All officers shall be appointed annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

5.2 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees. He shall have general and active management of the business of the

Association, and shall see that all orders and resolutions of the Board are carried into effect.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association's attorney, manager, or management company.

5.5 Treasurer. The Treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, and shall render to the Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's accountant, manager or management company.

5.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations cannot be rescinded after being given, even if not effective until a later date.

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Article 17 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; Qualification. The Architectural Review Committee, hereinafter the "ARC," shall be composed of at least three (3) persons.

6.2 Selection; Terms. The members of the ARC shall be appointed by the Board to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term. Members of the ARC may be removed by vote of a majority of the Directors present at any duly noticed meeting of the Board.

6.3 Meetings. The ARC shall, if necessary, meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Special meetings may be called as needed by the Chairman.

6.4 Procedures, Voting. A majority of the members of the ARC present in person (or by telephonic/video conference participation) at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee (minimum of 3 votes). Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least seven (7) years.

7. **FISCAL MATTERS:** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

7.1 Depository. The depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance backed by the full faith and credit of the United States of America. Deposits shall be limited to limits of FDIC or federal insurance at any institution. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes and shall not exceed limits of applicable investments. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

7.2 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

7.3 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves are restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

7.4 Contingency Funds. In addition to the reserves provided in Article 7.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for special assessments on a frequent basis.

The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

7.5 Assessments. Regular Annual Assessments based on the adopted budget shall be paid annually or as determined by the Board. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each unit's next installment due. Regular Annual Assessments are due no later than February 1, unless otherwise specified by the Board of Directors. In the event any Owner fails to pay Assessments or any installment thereof charged to the Parcel ten days after the same becomes due an administrative late charge as provided by law or $25.00 or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the remedies referenced herein.

7.6 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments may be adopted by the Board. Special Assessments are due on the day specified in the resolution or materials approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community not less than fourteen (14) days before the meeting, except in the case of an emergency.

7.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

7.8 Financial Reporting. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to prepare a financial report as prescribed in Section 720.303 of the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

7.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7.10 Application of Payments. All payments made to the Association on account by an Owner shall be applied as specified in the Act.

7.11 Gift Cards / Member Rewards. At the discretion of the Board of Directors, the Association may purchase up to $1,700 in gift cards per fiscal year, for use by the "Rewards Committee" or other such entity authorized by a majority of the Board of Directors for distribution to Owners or Residents for, but not be limited to: "Best Yard," "Yard of the Month," "Best Christmas Lights," "Most improved landscaping," "Most improved property," "Resident of the Year" or other such awards as the Rewards Committee deems appropriate. An award may not necessarily be given, and the Rewards Committee is not obligated to provide awards for all the samples listed. Any unused gift cards shall automatically be carried over and applied to the budget for the proceeding fiscal year. Members of the Board of Directors, officers and committee members are not eligible for awards. The Association's Manager, or designated Director/Officer, will be responsible for the storage and distribution of the gift cards.

8. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, appearance of Lots may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Lots must include a statement that changes to the Rules and Regulations regarding the use of Lots will be considered at the meeting. Copies of such Rules and Regulations, after adoption, shall be furnished to each Member. Any Rules and Regulations created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Owners, and, unless otherwise permitted by law, uniformly applied and enforced.

9. COMPLIANCE AND DEFAULT; REMEDIES: In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

9.1 Obligations of Members; Remedies at Law or In Equity; Levy of Fines and Suspension of Use Rights.

9.1.1 Each Member and the Member's family members, tenants, guests and invitees, are governed by, and must comply with all laws, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the law or the Governing Documents may be brought by the Association or by any Members against:

9.1.1.1 The Association;

9.1.1.2 A Member;

9.1.1.3 Any Director or officer who willfully and knowingly fails to comply with the provisions of law or the Governing Documents; and

9.1.1.4 Any tenants, guests, or invitees occupying a Lot.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Article does not deprive any person of any other available right or remedy. Disputes subject to presuit mediation under Section 720.311 of the Act shall not include the collection of any assessment, fine, or other financial obligation, including attorney's fees and costs, claimed to be due or any action to enforce a prior mediation settlement agreement between the parties. In any dispute subject to presuit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the presuit mediation requirements of Section 720.311 of the Act. An aggrieved party shall serve on the responding party a written demand to participate in presuit mediation pursuant to Section 720.311 of the Act.

9.1.2 The Association may levy reasonable fines against or suspend the use right of an Owner, in those cases in which the Owner commits violations of law or the provisions of the Governing Documents, or where such violations are committed by his family members, tenants, guests or invitees. The Association may also fine or suspend any Member's family members, tenant, guest, or invitee for their failure to comply with any provision of the Governing Documents or law. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed $2,500.00. Fines may be secured by a lien against a Lot as permitted by the Act. Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon tenants, guests, invitees, or other occupants of a Living Unit. A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors. The procedure for imposing such fines and/or suspension shall be as follows:

9.1.2.1 A fine and/or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and/or suspended and opportunity for hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, and the notice shall include:

9.1.2.1.1 A statement of the date, time and place of the hearing;

9.1.2.1.2 A statement of the provisions of law or the Governing Documents which have allegedly been violated; and

9.1.2.1.3 A short and plain statement of the matters asserted by the Association.

9.1.2.2 The party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The Member shall be the party ultimately jointly and severally responsible for payment of a fine, regardless of whether the fine relates to conduct by a family member, tenant, guest or invitee and/or is imposed on such parties.

9.1.2.3 If the Committee, by majority vote, does not approve the fine and/or suspension, it may not be imposed.

9.1.3 The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days as provided in the Act. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act.

9.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from nuisances or unreasonable annoyance.

10. BYLAW AMENDMENTS: Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER __ FOR PRESENT TEXT."

10.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.

11. MISCELLANEOUS:

11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration of Covenants, or the Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws, and the provisions of the Declaration or the Articles.

11.4 Newsletter. A community newsletter is to be published a minimum of six (6) times each year. A newsletter committee will be appointed by the Board. The newsletter committee will be responsible for the content, publication and distribution of the newsletter. All content is to be approved by the Board of Directors or President, or designated Officer(s), before publication.

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