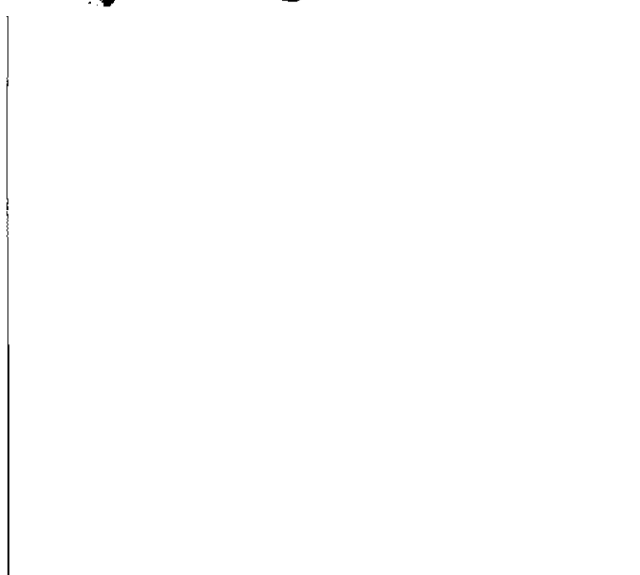


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**DECLARATION OF CONDOMINIUM  
 FOR  
 COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM FOR  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM**

LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**"), does hereby declare as follows:

1. **Introduction and Submission.**

1.1. **The Land.** Developer owns (or will own) the fee simple title to that certain land located in Manatee County, Florida, as more particularly described in **Exhibit 1** attached hereto (the "**Land**").

1.2. **Submission Statement.** Developer hereby submits the Land more particularly described as Phase I of Exhibit 1, and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "**Act**") as it exists on the date hereof.

1.3. **Name.** The name by which this condominium is to be identified is Coach Homes V at River Strand, a Phase Condominium (the "**Condominium**").

2. **Definitions.** The following terms used in this Declaration and the exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"**Act**" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes). Unless provided otherwise, the provisions of the Act, as amended from time to time, shall govern the Condominium.

"**Articles**" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached hereto as **Exhibit 3**.

"**Assessment(s)**" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner. The term Assessment shall include a Special Assessment.

"**Association**" means Coach Homes V at River Strand Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

"**Association Property**" means that property, real and personal, in which title or ownership is vested in Association for the use and benefit of its members. Association, upon approval by a majority of the Board may purchase or lease computer or similar equipment at any time if required or deemed beneficial for operation of the Condominium. Association shall have the right, but not the obligation, to acquire Association Property in its own name. Association may sell or transfer its interest in such Association Property.

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

"**Building**" means a structure in which the Units are located on the Condominium Property. The Condominium shall contain thirteen (13) Buildings.

"**By-Laws**" means the By-Laws of Association, as they exist from time to time, a copy of which is attached hereto as **Exhibit 4**.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"**Common Elements**" shall have the meaning set forth in Section 3.13 hereof.

"**Common Expenses**" means all expenses and assessments properly incurred by Association for the Condominium, including but not limited to any item designated as a common expense by the Act, this Declaration, or the By-Laws. Without limiting any other provision hereof, Common Expenses may include, at the Board's option, any one or more of the following: (a) the costs of on-site managers, secretaries, concierges and/or other employees to provide services designated or requested by the Board; and (b) the costs of purchasing or leasing computer equipment for Association.

"**Common Surplus**" means the excess of all receipts of Association collected on behalf of the Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"**Condominium**" shall have the meaning set forth in Section 1.3 hereof.

**“Condominium Documents”** means this Declaration and all of the exhibits hereto, as they may be amended from time to time.

**“Condominium Parcel”** means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

**“Condominium Property”** means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**“Construction Matters”** shall have the meaning set forth in Section 36 hereof.

**“County”** shall mean Manatee County, Florida.

**“Data Transmission Services”** shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

**“Declaration”** means this instrument as it is amended from time to time.

**“Defendant”** shall have the meaning set forth in Section 36 hereof.

**“Developer”** means Lennar Homes, LLC and its respective successors and such of its respective assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may also assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

**“Directors”** shall mean the members of the Board.

**“District”** shall mean Heritage Harbour North Community Development District.

**“District Debt Service Assessments”** shall have the meaning set forth in Section 6.2 hereof and the Master Declaration.

**“District Maintenance Special Assessments”** shall have the meaning set forth in Section 6.2 hereof and the Master Declaration.

**“Division”** means the Division of Florida Condominiums, Timeshares and Mobile Homes.

**“Eligible Holder”** shall mean a first mortgage holder that has given notice to the Association in accordance with the Legal Policy Requirements contained in Appendix 24, Section 9(a), HUD Handbook 4265.1, change 4.

**“Families”** shall have the meaning set forth in Section 18.17 hereof.

**“Improvements”** mean all structures and artificial changes to the natural environment on the Condominium Property including, but not limited to, the Building.

**“Initial Capital Contribution”** shall have the meaning set forth in Section 13.8 hereof.

**“Institutional First Mortgage”** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or Condominium Parcel or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit or Condominium Parcel initially or by assignment of an existing mortgage.

**“Insurance Trustee”** shall have the meaning set forth in Section 15.1 hereof.

**“Insured Property”** shall have the meaning set forth in Section 15.3.1 hereof.

**“Land”** shall have the meaning set forth in Section 1.1 hereof.

**“Landscaping”** shall mean all landscaping within the Condominium.

**“Limited Common Elements”** means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

**“Mailbox”** shall have the meaning set forth in Section 3.14.4 hereof.

**“Master Association”** shall mean the Heritage Harbour Master Association, Inc., its successors and assigns.

**“Master Neighborhood”** shall mean Heritage Harbour, which is operated by the Master Association and governed by the Master Declaration. The size of the Master Neighborhood may change from time to time as property is added and/or withdrawn by the developer of the Master Declaration.

**“Master Declaration”** means that certain Master Declaration of Covenants, Conditions and Restrictions for Heritage Harbour recorded in Official Records Book 1753, at Page 6520, of the Public Records of County, as the same has or may be amended from time to time.

**“Monitoring System”** shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER, ASSOCIATION, NEIGHBORHOOD ASSOCIATION AND MASTER ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, NEIGHBORHOOD ASSOCIATION AND MASTER ASSOCIATION, THEIR RESPECTIVE EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER, ASSOCIATION, NEIGHBORHOOD ASSOCIATION AND MASTER ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

**“Neighborhood”** means and refers to River Strand Golf & Country Club.

**“Neighborhood Association”** means and refers to River Strand Golf & Country Club, Inc.

**“Neighborhood Declaration”** shall mean that certain Declaration of Covenants, Conditions and Restrictions for River Strand Golf & Country Club recorded in Official Records Book 2076, at Page 6453 of the Public Records of County, as the same has or may be amended from time to time.

**“Rules”** means any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

**“Special Assessment”** means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

**“Telecommunications Provider”** shall mean any party contracting with Association to provide Unit Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

**“Telecommunications Services”** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**“Telecommunications Systems”** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

**“Telephony Services”** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**“Title Documents”** shall have the meaning given to such term in Section 46 herein.

**“Toll Calls”** shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.



**"Turnover Date"** shall have the meaning given such term in the By-Laws which are attached hereto as **Exhibit 4**. Without limiting the foregoing, Developer shall never be obligated to turnover Association prior to the date currently required by law.

**"Unit"** means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.12 hereof.

**"Unit Owner"** or **"Owner"** means the record owner(s) of legal title to a Condominium Parcel.

**"Use Fees"** shall have the meaning set forth in Section 13.7 hereof.

**"Utilities"** shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

**"Voting Interest"** shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

Any initially capitalized term used herein not defined above shall have the meaning set forth in the Master Declaration.

3. **Phase Condominium.** The Condominium is being developed in thirteen (13) phases (individually, a "Phase") pursuant to Section 718.403 of the Act. Each Phase will contain one (1) building with each building containing four (4) units. The Phases are not consecutively numbered because the Building numbers used for the Phases of the Condominium is part of an overall numbering system which includes buildings that may or may not be built in this Condominium and other condominiums within the Neighborhood. The first Phase, known as "Phase 1" described in Exhibit "1" hereto shall consist of the Land that is affected by this Declaration. Additional Phases may be added to the Condominium. Such Phases, if constructed, will be located within the real property described in Exhibit "A". The Plot Plans and Building Plans for each Phase are attached as Exhibit "2". Exhibit "1" contains the legal description of the land upon which the entire Condominium will be constructed if all thirteen (13) Phases are submitted. Developer may make nonmaterial changes in the legal description of each Phase. This Declaration shall only affect the Land described in Phase 1 on Exhibit "1" attached hereto, and shall have no effect on any other portion of the real property described in Exhibit "1" (other than Phase 1) until such real property is made subject to this Declaration by an amendment adding a Phase.

3.1. **Description of Phase Condominium.**

PHASE NUMBER	MINIMUM/MAXIMUM NUMBER OF UNITS	APPROXIMATE MINIMUM SIZE OF UNITS (AIR CONDITIONED LIVING SPACE)	APPROXIMATE MAXIMUM SIZE OF UNITS (AIR CONDITIONED LIVING SPACE)
Phase 1	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 2	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 3	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 4	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 5	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 6	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 7	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 8	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 9	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 10	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"

Phase 11	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 12	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"
Phase 13	4/4 Units located in one (1) Building	1,741 square feet - See Exhibit "2"	2,068 square feet - See Exhibit "2"

3.2. Percentage of Ownership in Common Elements. As, and if one or more of the additional Phases are added to the Condominium, each Unit Owner's undivided share in the Common Elements, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of Units in the Condominium caused by the addition of the Phase or Phases. If one or more Phases are not added to the Condominium, the Units within the condominium are entitled to one hundred percent (100%) ownership of all Common Elements within the Phases actually developed and added as part of the Condominium. In other words, the aggregate of the existing Unit Owners in the Condominium will at all times have one hundred percent (100%) ownership in all of the Common Elements, subject to dilution as to the percentage share of each Unit Owner in the event a subsequent Phase or Phases are actually developed and added to the Condominium.

3.3. Voting. Sections 5.1 and 5.2 of this Declaration provide that there will be one (1) vote per Unit. Accordingly, in the event any Phase is added, the membership in Association will be increased by the number of additional Unit Owners in the added Phase or Phases, and each Unit in the Condominium will have one (1) vote. If any Phases are not added, then the membership vote in Association will be one (1) vote per Unit for each Unit within the Condominium, including any Phases which were previously or subsequently added to the Condominium.

3.4. Method for Adding Phases. Each Phase will be added to the Condominium by an appropriate amendment to this Declaration. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other provision of this Declaration, amendments to the Declaration adding one (1) or more Phases to this Condominium shall not require the execution of such amendments or consents thereto by Unit Owners, mortgagees, lienors, or Association, or any other person or entity, other than Developer. Taxes and other Assessments relating to the property in any Phase added to this Condominium, covering any period prior to the addition of such Phase, shall be the responsibility of Developer. All intended improvements in any Phase must be substantially completed prior to the time the Phase is added to the Condominium.

3.5. No Timeshares. No timeshare estates will or may be created with respect to Units in this Condominium.

3.6. Time Period The time period within which each Phase must be added to the Condominium, if at all, is the date which is seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Florida Statutes section 718.104(4)(e) or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first, unless the Unit Owners vote to approve an amendment extending the 7-year period pursuant Florida Statutes section 718.403(1)(b).

3.7. Impact of Subsequent Phases. The impact which the addition of any Phase will have upon the Condominium is as follows:

- 3.7.1 The Land within the Condominium will be increased.
- 3.7.2 The number of units within the Condominium will be increased.
- 3.7.3 The Common Elements will be increased.
- 3.7.4 Association will be responsible for the repair, maintenance and operation of the Common Elements as increased by the addition of the Phase.
- 3.7.5 Association will incur additional expenses in connection with the maintenance, repair and operation of the Condominium as increased by the addition of the Phase; however, expenses incurred by the Association in connection with the Common Elements of additional Phases will be a Common Expense to the assessed against a larger number of Units in proportion to their respective shares of the Common Elements.
- 3.7.6 The ownership interest in the Common Elements and proportionate share of the Common Expenses of each Unit will be reduced pursuant to Section 5.1 of this Declaration.

3.8. Reservation of Rights. Developer reserves the right not to add any Phase to the Condominium and to add Phases in an order determined by Developer. Developer reserves the right to change the types of Buildings and Units which may be added to the Condominium in any Phase, and specifically reserves the right within any Phase to construct either one, two, three or four-story, with Units consisting of one story, and if the Units consist of one story, the Units may be built above or below another Unit. Such Units may be placed side-by-side within any Building, or back-to-back, or both. To the extent Developer modifies the types of Buildings and Units added within any Phase, Developer reserves the right to modify the plot plans attached hereto as Exhibit "2" and to

construct Buildings and improvements differently than as shown on the plot plans, as may be necessary or desirable in connection with the construction of such Buildings and improvements; provided, however, that any amendment adding any Phase shall contain a plot plan showing the actual location of all Buildings and improvements actually constructed within the Phase. Developer further reserves the right to change the location of the parking areas and other Common Element improvements as may be reasonably required to serve the Buildings and Units actually constructed within any Phase, and to make changes in the legal description and/or plot plan of the Phase required to accommodate such changes or to comply with the applicable governmental requirements such as parking, density, and set-back or to correct errors, prior to the time the Phase is added to the Condominium. In any event, all Buildings added to the Condominium in any Phase will be of comparable quality of construction to the Buildings initially included in the Condominium. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, DEVELOPER SHALL HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY TO CAUSE ANY PHASE OR ITS IMPROVEMENTS TO BE CONSTRUCTED AN ADDED TO THE CONDOMINIUM, AND NOTHING CONTAINED HEREIN SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL PHASE WILL IN FACT BE ADDED TO THE CONDOMINIUM.

3.9. Recreation Areas and Facilities. In the event that any or all of the additional Phases are added to this Condominium, there shall be included in each Phase the assigned parking areas and Buildings depicted on Exhibit "2". None of the Phases shall include any recreational facilities or personal property.

3.10. Phase 1. The improvements in Phase 1 of the Condominium include one (1) Building containing, in addition to the Common Elements therein, an aggregate of four (4) Units, all of which are more particularly hereinafter described. Each Unit is identified by a combination of Arabic numbers. Other improvements included in the Condominium are landscaping and all underground structures and improvements which are not part of or located within the Building, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.11. Survey and Graphic Description. Exhibit 2 to this Declaration contains the plot plans, building plans, graphic descriptions of the improvements, including the Units, and a Surveyor's Certificate for Phase 1 of the Condominium Property. Exhibit 2 to this Declaration, together with this Declaration, identifies the Common Elements and each Unit in the Condominium and their relative size and location.

3.12. Units. The Condominium contains a total of fifty-two (52) Units, if all Phases are submitted, which are located and individually described in Exhibit 2 to this Declaration. The boundaries of each Unit are as follows:

3.12.1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.12.1.1. Upper Boundaries. The horizontal plane of the unfinished lower surface of the unfinished ceiling slab.

3.12.1.2. Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab and the interior stairway serving each second floor Unit.

3.12.2. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit 2 extended to an intersection with each other and with the upper and lower boundaries. Any non-load bearing portion of a perimeter wall inside the perimetrical boundary of a Unit shall be deemed a part of the Unit.

3.12.3. Interior Stairways, Hallways and Foyer. The interior stairways, hallways and foyer of all Type "B" second floor Units shall be considered part of the Unit boundary. In addition, the foyer area on all Type "A" first floor Units shall be considered part of the Unit boundary.

3.12.4. Covered Screened Lanais. Covered screened lanais shall not form a part of a Unit as such areas are Limited Common Elements, as further set forth in Section 3.14.1.

3.12.5. Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each unit shall be deemed to include within its boundaries the air handling equipment (located on the land adjacent to the Building) exclusively serving the Unit and all foyers, doors, screen doors, screens, windows, glass and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively; provided, however, screening within the boundaries of a Limited Common Element forming part of a screened patio shall be deemed a Limited Common Element and shall not form a part of a Unit.

3.12.6. Exceptions. Any piping or other fixtures which are located within one Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.12.7. General. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of a Unit, except that the provisions of Sections 3.12.1.1 and 3.12.1.2 above shall control unless specifically depicted and labeled otherwise on such survey.

3.13. Common Elements. The Common Elements include:

3.13.1. The portions of the Condominium Property which are not included within the Units.

3.13.2. A mailbox for each Unit, all of which are centrally located.

3.13.3. Easements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.

3.13.4. An easement of support in every portion of the Unit which contributes to the support of the Building.

3.13.5. The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements.

3.13.6. Limited Common Elements; provided, however, Limited Common Elements are not accessible by all Unit Owners.

3.13.7. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

3.13.8. Meter rooms, electrical rooms and mechanical rooms, if any.

3.14. Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto as follows:

3.14.1. Covered Screened Lanais. Covered screened lanais which are accessible from a Unit shall be for the exclusive use of the Unit owner owning such Unit. The Unit owner shall be responsible for maintenance and care of the screened lanai, including, without limitation, all wiring, electric outlets, lighting fixtures, screening, or screened doors. A Unit owner may install floor coverings (e.g. tile) within a lanai after obtaining the prior written approval of the Board. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details or otherwise, which approval may be unreasonably withheld.

3.14.2. Garages and Driveways. Each Unit shall be entitled to the exclusive use of one (1) enclosed garage and driveway abutting said garage which are assigned to the Unit in Exhibit "2".

3.14.3. Air Space and Land Area for Air Handling Equipment. The right of exclusive use of the air space and area of the land adjacent to the Building occupied by the air handling equipment constituting a part of and serving a Unit, all as more particularly set forth in Exhibit 2 (as to Phase 1). Such air handling equipment may be placed on a single pad, which pad may be shared by more than one (1) Unit.

3.14.4. Mailboxes. Each Unit shall be assigned one (1) mailbox (each, a "Mailbox"). Upon such assignment, the Mailbox so assigned shall be deemed a Limited Common Element of the Unit and the Unit Owner's right to use such Mailbox shall become an appurtenance to the Unit. The exclusive use of any such Mailbox may not be conveyed or assigned to another Unit or Unit Owner.

3.14.5. Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one (1) Unit or more than one (1) Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by such Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

3.15. Easements. The following easements are hereby created (in addition to any easements created under the Act and any easement affecting the Condominium Property and recorded in the Public Records of County).

3.15.1. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

3.15.2. Utilities and Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utilities, other services, and drainage in order to serve the Condominium and/or members of Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities, other services or drainage facilities or the use of these easements.

3.15.3. Encroachments. An easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment. Encroachments may result from (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of Association, and/or (iv) any repair or restoration of the Improvements (or any portion thereof) after damage by fire

or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

3.15.4. Ingress and Egress. Non-exclusive easements in favor of each Unit Owner and resident, their guests and invitees, and the unit owners, residents, guests and invitees of the Other Condominiums shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Each Unit Owner shall have reasonable access to the public roads from the Condominium. None of the easements specified in this Section shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Notwithstanding the foregoing, Unit Owners, residents, guests and invitees of the Other Condominiums shall have no right to access the hallways and other portions of the Common Elements unless such access is necessary for use and enjoyment of the Common Areas of the Neighborhood or Master Neighborhood.

3.15.5. Construction; Maintenance. Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, of any Improvements or Unit located or to be located thereon.

3.15.6. Use of the Condominium. As long as Developer, its successors, assigns or nominees owns any portion of the property that comprises or may comprise part of the Master Neighborhood, Developer its agents, nominees, designees, successors, and assigns, shall have the right to use portions of the Master Neighborhood owned by Developer, its successors, assigns or nominees and the Common Elements of the Condominium for marketing and sales purposes. By way of example, and not as a limitation, Developer, its successors, assigns or nominees may maintain model units and sales offices within any portion of the Master Neighborhood, including the Condominium, show model units and the Common Elements to prospective purchasers and tenants of the Units or other property within the Master Neighborhood offered for sale or lease by Developer, and erect on the Condominium Property signs and other promotional material to advertise Units or other property being offered for sale or lease by Developer. Developer reserves the right to use any Units not conveyed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered leasing of the Unit.

3.15.7. Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other Utilities or service easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

3.15.8. Paved Driveways and Roads. Other condominiums are expected to be constructed within the Neighborhood. Some of the other condominiums within the Neighborhood may need vehicular and pedestrian ingress and egress access over the paved driveways and roads within the Condominium Property. To the extent the paved driveways and roads within the Neighborhood provide access to other homes in the Neighborhood, Developer and Association hereby grant non-exclusive easements, at no charge, for vehicular and pedestrian ingress and egress over the paved driveways and roads within the Condominium Property in favor of (1) the Unit Owners and residents, (2) their guests and invitees, and (3) the associations that will operate the condominiums of the Neighborhood. Further, Developer hereby agrees to provide a similar access easement, at no charge, in favor of Unit Owners and residents, their guests and invitees over the paved driveways and roads of the other condominiums within the Neighborhood.

3.15.9. Water Transmission and Distribution Facilities Easement and Repair. To the extent that any water and sewer facilities are to be provided or maintained by the County, Developer hereby grants and conveys to City and/or County (as applicable), their respective successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within the Condominium Property (excluding such facilities located inside a Unit) in accordance with plans approved by Developer or Association.

3.15.10. Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across, and under the Condominium.

3.15.11. Easement in Favor of Neighborhood Association and Master Association. Developer and Association hereby grant a non-exclusive pedestrian and vehicular easement in favor of the Neighborhood Association and Master Association over all of the Condominium Property with the exception of the Buildings.

3.15.12. Public Easements. Police, fire, sanitation, school transportation, health, water, sewer and other public service and utility company personnel and vehicles shall have a non-exclusive easement for ingress

and egress over and across the Common Elements. The City shall also have a non-exclusive easement for ingress and egress over and across the Common Elements.

3.15.13. Reservation of Right for Developer to Grant Additional Easements. For as long as the Neighborhood and Master Neighborhood are being developed, Developer shall have the right to grant any additional easements over the Condominium Property that Developer determines are necessary for the continued development and operation of the Neighborhood and Master Neighborhood. Developer may grant such easements, without the joinder of Unit Owners, Association, Other Condominium Association, Neighborhood Association, Master Association or any lender. By way of example and not as a limitation, Developer may grant easements to itself or others for pedestrian or vehicular ingress and egress across the roads within the Condominium Property. This Section may not be amended by anyone other than Developer without Developer's joinder.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforementioned appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1. Percentage Ownership and Shares. Each Unit, regardless of size, has an equal undivided percentage interest in the Common Elements and Common Surplus, and shall share equally in the Common Expenses. Each Unit's undivided share in the Common Elements is determined by dividing the number one (1) by the total number of Units comprising the Condominium. If all Phases are submitted as part of the Condominium, then the undivided share in the Common Elements appurtenant to each Unit in the Condominium is 1/52, and each Unit Owner will be responsible for a proportionate share of the Common Expenses and will own a proportionate share of the Common Surplus equal to such undivided share in the Common Elements.

5.2. Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. Each Unit Owner shall be a member of Association.

6. Heritage Harbour North Community Development District.

6.1. Generally. The Heritage Harbour North Community Development District (the "**District**") has been or is anticipated to be created within the Master Neighborhood. Portions of the Condominium Property (other than the Units), Neighborhood or Master Neighborhood may be owned by the District and maintained by the District including, without limitation, the drainage system, landscaping, lakes, roads, Surface Water Management System, and/or utilities. In the event that any portion of the Condominium, Neighborhood or Master Neighborhood is owned by the District, such facilities shall not be part of the Common Areas of the Neighborhood or Master Neighborhood or Common Elements, but will be part of the infrastructure facilities owned by the District (the "**Facilities**").

6.2. Creation of the District. The District may issue special assessment bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Condominium under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the Condominium and other infrastructure projects and services necessitated by the development of, and serving lands, within the Neighborhood and/or Master Neighborhood (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("**District Maintenance Special Assessments**").

6.3. District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Manatee County and disbursed to the District or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges

could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the District Debt Service Assessments for the Series A Bonds is estimated to be no greater than approximately \$1,355 per year per Unit. The total amount of District Maintenance Special Assessments is unknown at this time and may vary from year to year and from time to time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Unit as set forth in this Section 6. Failure to pay such sums may result in loss of property as set forth in this Section 6. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 6.2 above) certain Facilities which may include, but are not limited to, roads, utilities, landscaping, and/or drainage system, as the District determines in its sole discretion.

6.4. Common Areas and Facilities Part of District. Portions of the Common Areas of the Neighborhood and/or Master Neighborhood may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event that Developer conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas of the Neighborhood or Master Neighborhood. By way of example and not of limitation, the procedures respecting Developer's obligation to convey the Common Areas of the Neighborhood or Master Neighborhood will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS OF THE NEIGHBORHOOD OR MASTER NEIGHBORHOOD TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas of the Neighborhood or Master Neighborhood to either the District, Neighborhood Association or Master Association, thereby making such Common Areas of the Neighborhood or Master Neighborhood part of the Facilities. The District, Neighborhood Association or Master Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Neighborhood Association's and/or Master Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Facilities as set forth in this Section.

6.5. Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and managed by Association, Neighborhood Association and/or Master Association. The Facilities may also be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Unit Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

## 7. Amendments.

### 7.1. Amendment by Association.

7.1.1. Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or by the Owners of a twenty percent (20%) of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of Association shall be transmitted to the President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

7.1.2. Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

7.1.3. Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

7.1.3.1. Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,

7.1.3.2. Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,

7.1.3.3. Unless otherwise provided under Chapter 718 and specifically Section 718.110, Florida Statutes, prior to the date upon which Unit Owners other than Developer control the Board, one hundred percent (100%) of the Board. Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

7.1.4. Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

7.2. By Developer. For so long as Developer holds any Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2013)), as long as Developer owns one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration, including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

7.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

7.4. Procedure. The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act.

7.5. Restrictions on Amendments.

7.5.1. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless a majority of the total Voting Interests of Association, including all of the record owners of Units affected by such amendment and all record owners of liens on the Unit and all the record owners of all other Units in the same Condominium join in the execution of the amendment; provided, however, no approval shall be required by Unit Owners if such amendment is required by any governmental entity having jurisdiction over the Condominium.

7.5.2. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer, without the written consent of Developer. This provision may not be amended.

7.5.3. No amendment shall materially affect the rights or interests of Institutional First Mortgagees without their prior consent, which shall be evidenced as provided in the Act and which shall not be unreasonably withheld. It shall be presumed that, except as to those matters set forth in Sections 718.110(4) and (8) of the Florida Statutes (2013), amendments to the Declaration do not affect the rights or interests of Institutional First Mortgagees.

8. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

8.1. Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his Unit, including but not limited to fixtures, entrances, screens, both sides of windows accessible from the Unit (e.g., windows accessible from a balcony or patio, if any, are the responsibility of Unit Owner), all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air handling equipment exclusively serving a Unit) within the Limited Common Elements of such Unit, thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, including any floor, wall, and ceiling coverings within any interior stairway, hallways, and foyer, and any stairway railings located therein, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Windows which are not accessible to Unit Owners (by way of example, the exterior of any window that cannot be reached from the balcony) shall be washed by Association and the cost thereof shall be a Common Expense. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owner is responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-conditioning equipment. The service contract may also provide for minor maintenance and repair services to all appliances originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract. The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.



## 8.2. Limited Common Elements.

8.2.1. General Maintenance Requirements. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively (or non-exclusively in the case of a fence) serving his or her Unit, excluding Parking Areas and Mailboxes including, but not limited to fixtures, light bulbs, ceiling fans, screen doors and screening, all garden items and the grass, plants, shrubs and flowers within such Limited Common Element, if enclosed by a fence or a wall, if applicable, and all other doors and gates, if applicable, within or affording access to a Limited Common Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Limited Common Element for that purpose or for the repair, replacement, and maintenance of the Limited Common Element and other facilities.

8.2.2. Balconies, Patios, Terraces and Garages. The Units may have access to a patio, balcony or terrace and garages. The Unit Owner shall be responsible for maintenance and care of the balconies, patios, terraces and garages, including, without limitation, all wiring, electric outlets, lighting fixtures, flooring, and screening, if applicable. A Unit Owner may install floor coverings (e.g., tile) within a balcony and/or patio after obtaining the prior written approval of the Board as more particularly explained in Section 18.19 hereof. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details, or otherwise, which approval may be unreasonably withheld. No changes whatsoever can be made to these areas without the permission of Association, which may be withheld for any reason. Although these balconies, patios, terraces and garages may appear to be part of the applicable Unit, such Balconies, Patios, Terraces and Garages must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the balconies, patios, terraces and garages will be free from noise or private. Unless damage is caused due to the Unit Owner's negligence, Association shall be responsible for maintaining all structural components of the balconies, patios, terraces and garages, including, without limitation, any rebar running through or underneath such facilities, the post and the below ground footers that stabilize the posts that support the overhang, if any. Each Unit Owner is required to keep any driveway area immediately leading to their garage free from dirt, grease and grime. The Association as a Common Expense is required to repair and replace any driveway pavement surface. Each Unit Owner is responsible for the maintenance, repair and replacing of all electrical wiring, outlets, lighting fixtures, garage door and any garage door opening equipment at Unit Owners expense.

8.2.3. Mailboxes, and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, Mailboxes, or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

8.2.4. Air Conditioning Air Handling Equipment. As provided in Section 3.12.5 hereof, the air conditioner air handling equipment is deemed to be included as part of the Unit it exclusively serves; accordingly, the maintenance obligations set forth in Section 8.1 above apply to air conditioner air handling equipment. The obligation to maintain and repair any heating and air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not Association, without regard to whether such items are included within the boundaries of the Unit(s).

8.2.5. Failure to Perform Responsibilities. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to all Limited Common Elements for that purpose or for the repair, replacement or maintenance of all Limited Common Element screening and other facilities.

8.3. Areas Outside Buildings. All exterior Condominium Property not within the boundaries of the Buildings hereof shall be operated, maintained, replaced and repaired by the Association. Such operation and maintenance shall include, but not be limited to, the cost for insurance, landscaping, pavement replacement, directional signs, and shrubbery. The items to be maintained by Association shall include, but not be limited to, items such as the parking areas, driveways, roads, fences, and mailboxes if located outside the boundaries of the Buildings, if any.

8.3.1. Driveways, Exterior Stairways, Walkways, and Entry Areas. Each Unit Owner is required to keep any driveway area immediately leading to their garage free from debris, dirt, grease, grime, and oil. Each Unit Owner is also required to keep any exterior stairways, walkways, and entry areas clean and free from dirt and debris.

8.4. Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) if proceeds of insurance are made available therefor, or (iii) except as provided in the Neighborhood Declaration or the Master Declaration, all maintenance, repairs and replacements in or to the Common Elements and Limited Common

Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Association is bound to comply with all maintenance standards set forth in the Neighborhood Declaration and Master Declaration. In order to operate the Condominium, it is possible that holes may be cut in walls to facilitate the placement of equipment benefiting the Condominium. Further, due to the location of these areas, it is possible that noise or vibration of equipment may be heard or felt inside the Units. The Condominium may be designed with a roof membrane. The roof may contain hooks or other apparatus in the floor or walls that will allow equipment to be used to clean windows of the Condominium. When windows are cleaned, there may be drops or swings placed on the roof. Trellises, if any, forming part of the roof shall be maintained, along with the rest of the roof by Association.

8.5. Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

8.6. Light Fixtures. Prior to completion of the last Unit to be constructed in the Neighborhood and Master Neighborhood, Developer or its designee, shall have the right but not the obligation, to cause those electric light fixtures which may be attached to the front exterior of the Building between Units, if any, plus those electric street lights adjoined or adjacent to each Building, if any, to be turned on and off via an automatic device. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the electric light fixtures, the street lights and the automatic device. The light fixtures that are placed on the Building immediately outside the front exterior of each Unit, if any, will be manually operated by each Unit Owner from within the respective Unit. The replacement and maintenance of these fixtures, as well as the cost of electricity, shall be an expense to the Unit Owner.

8.7. Requirements. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

8.8. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Elements or Limited Common Elements deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

9. Architectural Control Provisions of Neighborhood Declaration and Master Declaration. Each Unit and Unit Owner is subject to the architectural restrictions set forth in the Neighborhood Declaration and the Master Declaration, if any.

10. Provisions of Neighborhood Declaration, Master Declaration and The District. Each Unit Owner is subject to all of the terms and conditions set forth in the Neighborhood Declaration and the Master Declaration, all of which, to the extent appropriate and to the extent the same do not conflict with the powers and duties of Association or the rights of Unit Owners as contained in the Act, are incorporated herein by reference. The Neighborhood Association and Master Association shall have all rights of pedestrian and vehicular access, ingress and egress over and upon the Condominium Property necessary to exercise its rights and privileges under the Neighborhood Declaration and the Master Declaration. Each Unit Owner is subject to the Neighborhood Standards of the Master Neighborhood, as established under the Master Declaration. In addition to the foregoing, there are facilities constructed within the Condominium which serve the Neighborhood or Other Condominiums. Each Owner acknowledges the existence of the District and the obligation to pay District Debt Service Assessments and District Maintenance Special Assessments as provided in the Master Declaration and Section 6 hereof. This Declaration is subject and subordinate to the Neighborhood Declaration and Master Declaration.

11. Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

11.1. Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer, provided Developer shall own at least one (1) Unit in the Condominium for sale in the ordinary course of business, shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or the Unit. Without limiting the generality of the

foregoing, no Unit Owner other than Developer, provided Developer shall hold at least one (1) Unit in the Condominium for sale in the ordinary course of business, without having first obtained the prior consent of the Board, shall:

11.1.1. change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

11.1.2. change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Building; or

11.1.3. remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

11.1.4. cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

11.1.5. affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

11.1.6. change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors; or

11.1.7. otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units of the same type.

11.2. Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty five (45) days after the date of its receipt of any such request within which to approve or disapprove the same, and if not approved within such forty-five (45) day period, such request shall be deemed disapproved. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement.

11.3. Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars (\$50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available Consumer Price Index selected by the Board.

11.4. Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

11.4.1. Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

11.4.2. Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

12. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in the Articles and By-Laws. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

13. Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

13.1. Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his or her share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

13.2. Association as Unit Owner. Should Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

13.3. Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in quarterly installments or at such time as shall from time to time be fixed by the Board. The Unit Owner is responsible for the payment of Assessments as of the date that such Unit Owner closes on the purchase of the Condominium Parcel.

13.4. Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association, if not an expense of another association, including, to the extent required by law and, in addition, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such budget; provided, however, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional Assessment or Assessments as it shall deem necessary. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense if not an expense of another association (*i.e.*, Neighborhood Association and/or Master Association). The Board in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 14 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services if the same are not expenses of and paid by the Neighborhood Association and/or Master Association.

13.5. Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

13.6. Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

13.7. Use Fees. The Board has the right, but not an obligation, to establish use fees ("Use Fees") from time to time for the exclusive use of any portion of the Common Elements. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements.

13.8. Initial Capital Contribution. The Developer will collect at closing from each Unit Owner and deposit with the Association the sum of \$200.00, which shall be an Initial Capital Contribution.

#### 14. Collection of Assessments.

14.1. Delinquency or Default. The payment of any Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full.

14.2. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all Assessments for Common Expenses, regular or special, interest on such delinquent Assessments or installments thereof as above provided, and for all costs of

collecting the Assessments and interest thereon, including reasonable attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

14.3. Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

14.4. Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments owing to Association, and (3) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels) which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner if the Unit Owner remains in possession of the Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. The lien of Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.5. Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorney's fees, paraprofessional fees, and advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or Special Assessment advances made by Association where any taxing authority having jurisdiction levies any tax or Special Assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or Special Assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

14.6. Effect of Foreclosure or Judicial Sale. Subject to the provisions of Section 14.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

14.7. Effect of Voluntary Transfer. When a Unit Owner proposes to lease, sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of Unit Owner, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a Unit is to be sold or mortgaged at the time when payment of any Assessment or charge against the Unit Owner and the Unit which is due to Association shall be in default (as long as a claim of lien has been recorded by Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the purchaser or mortgagee first to payment of any then delinquent Assessment or charge or installment thereof due to Association before payment of the balance of such proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent Assessment. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

14.8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

14.9. Institutional First Mortgagee.

14.9.1. The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title shall be governed by the Condominium Act, as it may be amended from time to time. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

14.9.2. The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

14.9.3. The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

14.9.4. In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

14.10. Developer's Liability for Assessments.

14.10.1. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2014 or the date the control of the Condominium is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit for the common expense for the condominium association will not exceed \$689.01. If the turnover date has not occurred by December 31, 2014, the Developer further guarantees that from January 1, 2015 until the first to occur of December 31, 2015 or the turnover date, quarterly assessments against each unit for common expenses for the condominium association will not exceed \$792.36. If the turnover date has not occurred by December 31, 2015, the Developer further guarantees that from January 1, 2016 until December 31, 2016 or the turnover date, quarterly assessments against each unit for common expense for the condominium association will not exceed \$911.22. During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for common expenses, instead, the Developer will fund the difference, if any between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from the unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting, and fund any outstanding deficits.

14.10.2. No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses during the guarantee period. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records performed for the period which includes the Guarantee Expiration Date(s) (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

14.11. Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements in accordance with the purposes for which they are intended, provided that such occupancy and enjoyment do not hinder or encroach upon the lawful rights of other Unit Owners.

14.12. Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner or Institutional First Mortgagee. Notwithstanding any limitation on transfer fees contained in Section 718.112(2)(i), Florida Statutes, the Association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee must be included on the certificate.

14.13. Attachment of Rental Income; Suspension of Use and Voting Rights. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws or applicable law, the Association shall have the following options when payments of assessments or charges are in default (more than ten days in arrears):

14.13.1. The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to unit owner) from units in default to be paid directly to the Association until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

14.13.2. If a unit owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid. However, this subsection does not apply to limited common elements intended to be used only by that Unit, common elements that must be used to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

14.13.3. The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than 90 days delinquent for so long as the member remains delinquent.

The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

15. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

15.1. Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("**Insurance Trustee**") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

15.2. Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

15.2.1. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

15.2.2. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

15.3. Coverage. Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

15.3.1. Property Insurance. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as it existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "**Insured Property**"), shall be insured, to the extent available, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof as determined by an independent insurance appraisal or update of a prior insurance appraisal determined at least once every thirty-six (36) months, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain deductible provisions as determined by the Board (and approved by Developer so long as Developer holds a Unit in the Condominium for sale in the ordinary

course of business). Such coverage shall afford protection against loss or damage by fire and other hazards covered on an all-risk basis.

15.3.2. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property. The limits required herein can be satisfied by using an umbrella liability policy, which would serve to indemnify the Association for loss in excess of the total applicable limits of liability stated in the schedule of underlying primary insurance policies. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

15.3.3. Workers' Compensation Insurance. Workers' compensation including employer's liability in an amount determined by the Board and other mandatory insurance, when applicable.

15.3.4. Flood Insurance. Flood insurance if Association so elects.

15.3.5. Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all Directors, officers and employees of Association and managing agents who handle Association funds in an amount equal to the maximum funds that will be in the custody of the association or its management agent at any one time.

15.3.6. Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all Directors, officers and employees of Association, for claims arising out of their alleged "wrongful acts."

15.3.7. Windstorm Coverage. Windstorm coverage if Association so elects.

15.3.8. Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

15.3.9. Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right of subrogation against Association and against the Unit Owners individually and as a group.

15.4. Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

15.5. Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

15.6. Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.7. Distribution of Proceeds. Proceeds of insurance policies received by Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

15.7.1. Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

15.7.2. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

15.7.3. Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

15.7.4. Certificate. In making the distributions to Unit Owners and their mortgagees, Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice President or Association's attorney as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice-President or Association's attorney to determine whether or not the damaged property is to be reconstructed or repaired.



15.8. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to purchase and maintain insurance policies, adjust all claims arising under insurance policies purchased by Association, collect and appropriately distribute the proceeds of insurance policies, execute and deliver releases upon the payment of claims and execute any document necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

15.9. Unit Owners Personal Coverage. Unit Owners are required to obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, parking space(s) and storage space(s), if applicable, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters and built-in cabinets which are located within the unit and serve only such unit, and which are required to be repaired or replaced by the owner, as well as any other items enumerated by the Florida Condominium Act as the insurance responsibilities of the unit owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title.. Unit Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, parking space(s) or storage space(s), if any, nor casualty or theft loss to the contents of such Unit, parking space(s) or storage space(s), if any. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the Association and shall include special assessment coverage of not less than \$2,000 per occurrence. Unit Owners are responsible for the cost of reconstruction of any portions of the condominium property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association shall be chargeable to the Unit Owner and enforceable as an assessment pursuant to Section 718.116, Florida Statutes.

16. Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.

16.1. Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such funds all mortgages and liens on his or her Unit in the order or priority of such mortgages and liens. Notwithstanding anything herein to the contrary, the condominium form of ownership may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend this Declaration for approval of termination when (a) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all units in the Condominium after completion of the repairs; or (b) it becomes impossible to operate or reconstruct the Condominium in its prior configuration because of land use laws or regulations.

16.2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is a Building, by a majority of Unit Owners of that Building. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

16.3. Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.

16.4. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

16.5. Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by 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, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Unit Owners' respective shares in the Common Elements.

16.6. Disbursement of Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

16.6.1. Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage as set forth in Section 16.6.2 below.

16.6.2. Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is equal to or more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 16.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

16.6.3. Surplus. It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to a Unit Owner which is not in excess of Assessments paid by such Unit Owner into the construction fund shall not be made payable to any mortgagee.

16.6.4. Certificate. Notwithstanding the provisions herein, Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by Association with Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President or Vice President or Association's attorney, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

## 17. Condemnation.

17.1. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with Insurance Trustee (if appointed).

17.2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

17.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.

17.4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

17.4.1. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

17.4.2. Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

17.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

17.5.1. Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable;

second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

17.5.2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

17.5.3. Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus equally among the reduced number of Unit Owners (and among reduced Units).

17.5.4. Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

17.5.5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Unit Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

17.6. Taking of Common Elements. Awards for the taking of Common Elements or Limited Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

17.7. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17.8. Amendment of Declaration. The changes in Units, in the Common Elements, in the Limited Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

18. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1. Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements including, without limitation, attorneys' fees, paraprofessional fees and costs, pre-trial, at trial and upon appeal. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

18.2. Awnings, Canopies and Shutters. No awning, canopy or shutter shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board in writing. The Board has the absolute discretion to approve or disapprove any awning, canopy or shutters; provided, however, the Board must approve the installation or replacement of hurricane shutters conforming to the hurricane shutter specifications adopted by the Board.

18.3. Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

18.4. Bicycles. Bicycles may not be stored in the balconies, patios, terraces or in any place that causes the bicycle to be visible from the exterior of the Buildings. Bicycles are not permitted in the lobby, any corridor or hallway of the Condominium, if any.

18.5. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

18.6. Effect on Developer; Association. The restrictions and limitations set forth in this Section 18 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 18 for good cause shown.

18.7. Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board; provided, however, one portable, removable United States of America flag may be displayed and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as well as an attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high and one and a half (1.5) inches deep, all as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval. Due to the restrictions set forth in Section 18.14.4 relative to affixing satellite dishes or antennas, Association will in no way consent to satellite dishes or antennas being affixed in a way that penetrates the post tension concrete slab system.

18.8. Lawful Use. No, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

18.9. Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and shall provide (or, if it does not provide, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any rules and regulations adopted by the Association from time to time (before or after the execution of the lease). Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Each lease must be for a minimum period of one (1) month or thirty (30) days, whichever is less. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 18.9 hereof. The Association may reject any lease in which the tenant has been adjudicated a pedophile.

18.10. Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

18.11. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

18.12. Parking.

18.12.1. Exterior Parking is solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than forty-eight (48) hours. No Unit Owner may park any vehicle in guest parking spaces.

18.12.2. No commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property except within an enclosed garage; provided, however, the Board shall

have the right to permit service vehicles or vans to be parked for specified periods of time in designated service parking areas. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos™, Blazers™, Explorers™, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of 3/4 ton or cars, if they are used by the Unit Owner on a daily basis for normal transportation. The term commercial vehicle shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction or maintenance vehicles in connection with the construction, improvement, installation, or repair by Developer of any part of the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services. In addition, this parking prohibition shall not apply to Developer's vehicles when engaged in any activity relating to construction, maintenance or marketing of Units.

18.12.3. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

18.13. Pets. Each Unit may house up to two (2) animals, which may only be domestic cats and/or dogs, unless such animals are of a breed prohibited by County, City or any other ordinance. Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit.

18.14. Post Tension Concrete Slab System. The Condominium may be constructed using a post tension concrete slab system. Nothing can be allowed to penetrate the slabs of the Buildings without the permission of the Board, which may be withheld for any reason.

18.14.1. This means that there can be no penetration into the top or underside of a slab. By way of example, the Units are not designed to allow the installation of a ceiling fan, soffits or lighting in the ceiling unless the same are part of the original construction. No penetration into the surface is permitted in structural walls, columns and floors. Each Unit Owner indemnifies and holds harmless Association and every other Unit Owner from any and all damages, liabilities and costs including, without limitation, attorneys' and paraprofessional fees and costs (pre-trial and at all levels including trial and appellate levels), resulting from such Unit Owner's improper penetration of any slab within the Condominium.

18.14.2. Trellis work and lattice work are not permitted if penetration that will in any way affect the post tension concrete slab system is required.

18.14.3. The installation of hurricane shutters may be restricted. There may be restrictions as to the types of installation permitted and the method of fastening the hurricane shutters to the Buildings.

18.14.4. Satellite dishes and antennas shall not be affixed in a way that penetrates the post tension concrete slab system.

18.15. Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

18.16. Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board in its sole discretion.

18.17. Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner of or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy

by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

18.18. Utility Addition. No additional utility fixture or improvement including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

18.19. Weight and Sound Restrictions.

18.19.1. Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas must have sound absorbent padding approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements. The restrictions on installation of hard surfaced floor coverings do not apply to the Units located on the ground floor.

18.19.2. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building.

18.19.3. The installation of a waterbed is strictly prohibited.

18.19.4. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

18.19.5. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from stairwells and elevator operation is normal for this type of building. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

18.20. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Unit shall be of a type and color as approved in writing by the Board. The Board will specify the type and color of all hurricane shutters in accordance with the applicable building code. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise, and if not so opened or removed by a Unit Owner, such shutters may be opened or removed by the Association at the expense of such Unit Owner. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval of the Board shall not be deemed an endorsement of the effectiveness of hurricane shutters.

19. Compliance and Default. Each Unit Owner and every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected with respect to such negligence by Association.

19.2. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Articles, the By-Laws, applicable Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

19.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, paraprofessional fees and costs (pre-trial and at all levels, including trial and appellate levels) as may be awarded by the court.

19.4. No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

20. Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall so notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums within the Neighborhood or Master Neighborhood to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (ii) the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

21. Termination of Condominium and/or Dissolution of Association. When the Board intends to terminate the Condominium, or dissolve Association, the Board shall so notify the Division before taking any action to terminate the Condominium or dissolve the Association. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of fifty-one percent (51%) of the Eligible Holders and Unit Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such withdrawal unless the Unit Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so elect for such withdrawal, so long as not more than ten percent (10%) of the total voting interests of the condominium have rejected the plan of termination by negative vote or by providing written objection thereto, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such net proceeds all mortgages and liens of his or her Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of Association executed by its President and one other officer of Association with the formalities of a deed in accordance with Section 718.117(10), Florida Statutes, certifying as to the basis of the termination and such certificate shall be recorded among the Public Records of County. Within thirty (30) business days following the recordation of such certificate, Association shall (i) notify the Division of the termination and the date the certificate was recorded, the county where the certificate was recorded, and the book and page number of the public records where the certificate was recorded, and (ii) provide the Division with a copy of the recorded certificate certified by the clerk of County. Unless otherwise set forth in the plan of termination, the Association shall serve as the termination trustee. If the Association is unable, unwilling, or fails to act as trustee, any Unit Owner may petition the court to appoint a Trustee. The Termination Trustee shall have all the powers, duties, responsibilities and shall act in accordance with Sections 718.117(14) thru 718.117(17), Florida Statutes. Notwithstanding the foregoing, the Condominium cannot be terminated nor can the Association be dissolved without the consent of all Institutional First Mortgagees and Developer so long as Developer holds any Unit for sale in the ordinary course of business. Such prior consent of the Institutional First Mortgagees may not be unreasonably withheld. Notwithstanding anything herein to the contrary, in the event the Association is dissolved, the Land and each Unit therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Unit Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Elements. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of the Land which had been Common Elements and continue to be so used for the common use and enjoyment of the Owners. Allocation of the proceeds of any sale of condominium property upon termination shall be in accordance with Section 718.117(12), Florida Statutes. Notwithstanding anything herein to the contrary, the condominium form of ownership may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend this Declaration for approval of termination when (a) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all units in the condominium after completion of the repairs; or (b) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

22. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing adequate proof of their status and upon written request to Association, to:

22.1. Examine Association's books and records and require copies of the annual reports and other financial data;

22.2. Receive notice of Association's meetings and attend such meetings;

22.3. Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner;

22.4. Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property;

22.5. Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium; and

22.6. Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

23. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and applicable Rules by such Unit Owner, tenant or occupant.

24. Developer's and Association's Additional Rights.

24.1. Marketing Items. Developer, its agents, affiliates, or assignees, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Neighborhood or Master Neighborhood in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date (as such term is defined in the By-Laws) except with the express written permission of Developer.

24.2. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements and Limited Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

24.3. Telecommunications Services.

24.3.1. Right to Contract for Telecommunications Services. Neighborhood Association and Master Association have the paramount right to enter into one or more contracts for the provision of a Telecommunications Service for the Condominium and Other Condominiums so long as such contracts would not necessitate assessment of the Developer as a Unit Owner for capital improvements or be detrimental to the sale of Units by the Developer. In the event that the Neighborhood Association or Master Association do not enter into one or more contracts for the provision of a particular Telecommunications Service for the Condominium within one hundred twenty (120) days after Association has given written notice to Neighborhood Association or Master Association, as applicable, of Association's desire to enter into contracts for the provision of a particular Telecommunications Service for the Condominium, Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

24.3.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments. Notwithstanding the foregoing, from



and after the Turnover Date, such easements shall be cancelable by Association in accordance with the terms of the Act.

24.3.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank N.A. on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

24.3.4. Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

#### 24.4. Monitoring System.

24.4.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium and for the Condominium so long as such contracts would not necessitate assessment of the Developer as a Unit Owner for capital improvements, or be detrimental to the sale of Units by the Developers. In that event, prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

24.4.2. Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

24.4.3. Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

24.4.4. Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the

Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

25. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, 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, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

25.1. IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM AND THE VALUE THEREOF;

25.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

25.3. THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON 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(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE THE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

26. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED BY MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY A COURT OF LAW. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT. **THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY**

**THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.**

26.1 EACH OWNER AND THE DEVELOPER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASES AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THIS ARBITRATION. NOTHING IN THE FOREGOING PREVENTS DEVELOPER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION, DEVELOPER'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS CONTRACTORS, SUB-CONTRACTORS, SUPPLIERS OR WARRANTY COMPANY.

27. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY (AS DEFINED IN SECTION 1 OF THIS DECLARATION). DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

28. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

29. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30. Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in

writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices are effective upon receipt or refusal to accept receipt.

31. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

32. Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.

33. Exhibits. All exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

34. Blocked View; Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

35. 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 applicable Rules, such dispute or litigation shall be governed by the laws of the State of Florida.

36. Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom which relief or recovery is sought (the "Defendant") of the specific Construction Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Construction Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Construction Matter(s) and shall have materially failed to do so. If any Construction Matter is not cured or corrected as aforesaid, all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 36, as shall Association.

THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(a), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA CONDOMINIUMS TIMESHARES AND MOBILE HOMES HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

37. Eligibility Requirements for Board Membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. Co-owners of a Unit may not serve as members of the Board of Directors at the same time. A person who has been suspended or removed by the Division under Chapter 718, Florida Statutes, or who is delinquent in the payment of any fee or assessment as provided herein, is not eligible for Board membership. A person who has been convicted of a felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if omitted in this state, is not eligible for membership on the Board unless such felon's civil rights have been restored for a period of no less than five (5) years as of the date on which such person seeks election to the Board.

38. Manager. Association may, but is not obligated to, retain a manager to assist the Board in connection with the operation of the Association.

39. Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Neighborhood and Master Neighborhood, any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by the City, County or applicable governmental subdivisions or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

40. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

41. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

42. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

43. Gender; Plurality. 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.

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

45. Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

46. Title Documents. Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items, the documents recorded or to be recorded in the Public Records of County (collectively, the "Title Documents"). Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit: (a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (b) that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium unless otherwise provided in the Master Declaration, Neighborhood Declaration, declarations for Other Condominiums, this Declaration or by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

47. No Contribution. There will be no contribution from the Other Condominium Associations or Owners of units in the Other Condominiums for the use of Common Elements within the Condominium which are necessary for the use, enjoyment and maintenance of the Common Elements of the Condominium that are to be used by others in the Neighborhood.

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IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 12 day of JUNE, 2014.

WITNESSES:

Joan Campagna  
Print name: Joan Campagna

Tony Bell  
Print name: Tony Bell

LENNAR HOMES, LLC, a Florida limited liability company

By: DARIN McMURPHY  
Print Name: DARIN McMURPHY  
Title: Vice President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF LEE ) SS.:

The foregoing instrument was acknowledged before me this JUNE day of JUNE, 2014 by DARIN McMURPHY Vice President of LENNAR HOMES, LLC a Florida Limited Liability Company, on behalf of the company, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

Deanna J. Craft  
NOTARY PUBLIC, State of Florida  
Print name: Deanna J. Craft



**EXHIBIT 1**

**LEGAL DESCRIPTION AND SKETCH**

Exhibit "1"

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

**PARCEL-1**

BEGINNING AT THE NORTHEAST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 88°43'42" W ALONG THE NORTH LINE OF SAID PHASE 13 FOR 130.11 FEET TO THE NORTHWEST CORNER OF SAID PHASE-13 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 89°09'04" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°22'45" FOR 131.08 FEET; THENCE S 79°28'11" E FOR 130.00 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 79°28'11" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°53'59" FOR 110.08 FEET TO THE POINT OF BEGINNING.

AND

**PARCEL-2**

COMMENCING AT AFORESAID POINT "A", BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 79°28'11" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'37" FOR 141.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°01'42" FOR 16.99 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 66°13'16" W FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 66°13'16" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°51'46" FOR 286.27 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 175.55 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 955.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'56" FOR 63.04 FEET; THENCE N 01°19'55" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 01°19'55" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'56" FOR 54.46 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°51'46" FOR 392.60 FEET TO THE POINT OF BEGINNING.

AND

**PARCEL-3**

BEGINNING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W ALONG THE NORTH LINE OF SAID PHASE 14 FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°47'55" FOR 25.89 FEET TO POINT "B"; THENCE S 66°59'29" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 66°59'29" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°47'55" FOR 32.24 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 3 THROUGH 5 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banka Engineering**

Professional Engineers, Planners & Land Surveyors

CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33988  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6680

COACH HOMES V LEGAL DESCRIPTION

**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR		6	40	23-34-18



Exhibit "1" continued

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM—PHASE 1-13**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM

A CENTRAL ANGLE OF 27°47'23" FOR 169.76 FEET; THENCE S 01°58'57" E FOR 16.51 FEET TO THE NORTHEAST CORNER OF SAID PHASE-14; THENCE N 88°49'23" W ALONG THE NORTH LINE OF SAID PHASE-14 FOR 130.20 FEET TO THE POINT OF BEGINNING.

AND

**PARCEL-4**

COMMENCING AT AFORESAID POINT "B", BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 66°59'29" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°26'02" FOR 105.77 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°39'32" FOR 320.60 FEET TO THE BEGINNING OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°02'04" FOR 98.40 FEET TO POINT "C" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 41°01'54" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°53'03" FOR 203.29 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 656.11 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°20'53" FOR 358.97 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'17" FOR 23.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 79°43'17" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'46" FOR 14.93 FEET; THENCE N 78°25'31" W FOR 130.00 FEET TO THE POINT OF BEGINNING.

AND

**PARCEL-5**

COMMENCING AT AFORESAID POINT "C"; THENCE N 46°27'38" W FOR 50.40 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 39°40'04" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°07'25" FOR 104.76 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°57'17" FOR 96.17 FEET; THENCE N 11°02'26" E FOR 106.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 05°51'10" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°29'30" FOR 44.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 15°40'35" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°00'06" FOR 150.90 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 218,147.4 SQUARE FEET OR 5.008 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 3 THROUGH 5 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE -- 101  
FORT MYERS, FLORIDA 33905  
PHONE: (239) 939-5400 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6680

COACH HOMES V LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM—PHASE 1-13**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-05-14	2532	CHRS-P1-13		DRB	RMR		7	40	23-34-18

Exhibit "1" continued

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 88°43'42" W ALONG THE NORTH LINE OF SAID PHASE 13 FOR 130.11 FEET TO THE NORTHWEST CORNER OF SAID PHASE-13 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 89°09'04" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°22'45" FOR 131.08 FEET; THENCE S 79°28'11" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 79°28'11" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°53'59" FOR 110.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15,675.0 SQUARE FEET OR 0.360 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 8 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE ♦ FORT MYERS ♦ SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33968  
PHONE: (239) 939-5400 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR		9	40	23-34-1B

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 2**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 2**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°56'00" FOR 125.11 FEET; THENCE S 77°11'57" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 76°59'36" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°59'21" FOR 91.56 FEET; THENCE S 01°58'57" E FOR 16.51 FEET TO THE NORTHEAST CORNER OF SAID PHASE-14; THENCE N 88°49'23" W ALONG THE NORTH LINE OF SAID PHASE-14 FOR 130.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15,763.1 SQUARE FEET OR 0.362 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 10 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE ♦ FORT MYERS ♦ SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5495 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 5468  
SURVEY LICENSE # LB 6690

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 2**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	ORIGIN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHERS-P1-13		DRB	RMR		11	40	23-34-18

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 3**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 3

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°56'00" FOR 125.11 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°51'22" FOR 107.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°47'55" FOR 25.89 FEET; THENCE S 66°59'29" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 66°59'29" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°47'55" FOR 32.24 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°48'02" FOR 78.19 FEET; THENCE N 77°11'57" W FOR 130.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15,861.7 SQUARE FEET OR 0.364 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 12 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE ♦ FORT MYERS ♦ SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33908  
PHONE: (239) 938-5490 FAX: (239) 938-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 3**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RWR		13	40	23-34-18

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 4**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 4**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 88°37'50" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'36" FOR 251.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°01'42" FOR 16.99 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 66°13'16" W FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 66°13'16" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'12" FOR 108.14 FEET; THENCE S 83°55'28" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 83°55'28" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'12" FOR 148.31 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 16,669.5 SQUARE FEET OR 0.383 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 14 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE ♦ FORT MYERS ♦ SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33985  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 4**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CH5RS-P1-13		DRB	RWR		15	40	23-34-18

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 5**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 5**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°13'57" FOR 131.65 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'10" FOR 108.87 FEET; THENCE N 89°48'20" E FOR 125.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 656.11 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 89°46'04" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°29'46" FOR 97.29 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'17" FOR 23.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 79°43'17" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'46" FOR 14.93 FEET; THENCE N 78°25'31" W FOR 130.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15,339.1 SQUARE FEET OR 0.352 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 16 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33906  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6449  
SURVEY LICENSE # LB 6690

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 5**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR		17	40	23-34-16

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 6**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 6

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 88°37'50" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'36" FOR 251.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°43'54" FOR 165.30 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 83°55'28" W FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 83°55'28" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°18'00" FOR 105.68 FEET; THENCE N 78°27'54" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 78°41'30" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°23'02" FOR 145.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 16,335.4 SQUARE FEET OR 0.375 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 18 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE ♦ FORT MYERS ♦ SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33956  
PHONE: (239) 939-5400 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 6**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR		19	40	23-34-18

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 7**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 7**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°00'07" FOR 240.52 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°30'10" FOR 106.40 FEET; THENCE N 78°18'09" E FOR 125.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 656.11 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 78°17'00" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°29'03" FOR 131.51 FEET; THENCE S 89°48'20" W FOR 125.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 14,875.6 SQUARE FEET OR 0.341 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 20 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33965  
PHONE: (239) 839-5400 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # 1B 6650

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 7**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-F-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR		21	40	23-34-18



Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 8**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 8**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 88°37'50" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'36" FOR 251.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°06'56" FOR 310.94 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE S 78°27'54" W FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 78°46'32" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°51'35" FOR 72.45 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°52'50" FOR 30.07 FEET; THENCE N 52°23'44" E FOR 130.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 53°47'14" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'44" FOR 63.01 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'32" FOR 98.65 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 17,171.6 SQUARE FEET OR 0.394 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 22 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33956  
PHONE: (239) 838-5480 FAX: (239) 839-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6660

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 8**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS-P1-13		DRB	RMR		23	40	23-34-18

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 9**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 9

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°30'17" FOR 346.93 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°23'12" FOR 105.33 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'31" FOR 0.62 FEET; THENCE N 65°55'14" E FOR 125.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 66°33'39" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'18" FOR 2.79 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 656.11 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°22'03" FOR 130.17 FEET; THENCE S 78°18'09" W FOR 125.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 14,932.5 SQUARE FEET OR 0.343 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 24 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # CE 5489  
SURVEY LICENSE # LB 6692

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 9**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-05-14	2532	CHSRS-P1-13		DRB	RMR		25	40	23-34-18

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 10**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 10**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'31" FOR 0.62 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°23'08" FOR 126.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°02'04" FOR 98.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 41°01'54" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°31'45" FOR 200.51 FEET; THENCE S 65°55'14" W FOR 125.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 22,099.9 SQUARE FEET OR 0.507 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 26 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33956  
PHONE: (239) 939-3490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6650

LEGAL DESCRIPTION										
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 10										
MANATEE COUNTY, FLORIDA										
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)	
01-05-14	2532	CHSRS-P1-13		DRB	RMR		27	40	23-34-18	

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 11**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 11**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 88°37'50" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'36" FOR 251.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'44" FOR 63.01 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE S 52°23'44" W FOR 130.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 55°02'08" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°33'28" FOR 100.11 FEET; THENCE N 18°26'03" E FOR 130.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 16°52'33" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°54'41" FOR 177.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18,022.6 SQUARE FEET OR 0.414 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 28 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33908  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6680

LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 11**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	UNAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR		29	40	23-34-18

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 12**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 12**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 88°37'50" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'36" FOR 251.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°02'24" FOR 240.18 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE S 18°26'03" W FOR 130.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 15°28'40" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°55'41" FOR 45.37 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 955.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'56" FOR 63.04 FEET; THENCE N 01°19'55" E FOR 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 01°19'55" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'56" FOR 54.46 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°19'34" FOR 92.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 16,616.1 SQUARE FEET OR 0.381 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 30 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33965  
PHONE: (239) 939-5440 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6590

LEGAL DESCRIPTION										
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 12 MANATEE COUNTY, FLORIDA										
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)	
01-06-14	2532	CHSR-S-13		DRB	RMR		31	40	23-34-18	

Exhibit "1" continued

Not being submitted at this time

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 13**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 13**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°55'14" FOR 220.77 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°57'17" FOR 96.17 FEET; THENCE N 11°02'26" E FOR 106.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 05°51'10" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°29'30" FOR 44.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 15°40'35" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°00'06" FOR 150.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 39°40'04" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°07'25" FOR 104.76 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18,785.5 SQUARE FEET OR 0.431 ACRES MORE OR LESS.

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 32 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.

**LEGAL DESCRIPTION**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33906  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

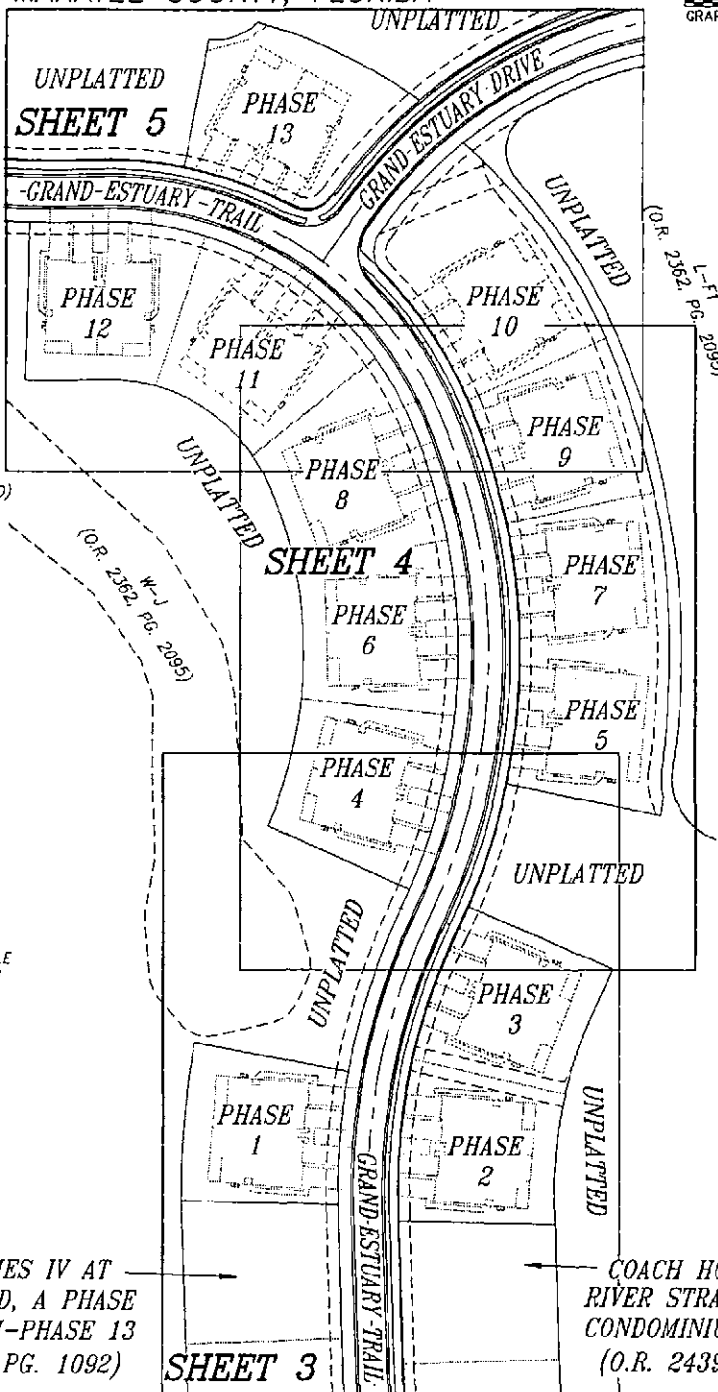
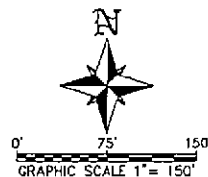
LEGAL DESCRIPTION  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR		33	40	23-34-18

Exhibit "1" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



**LEGEND:**

- ▲ SET NAIL & DISC (BANKS ENG LB-6690)
- INDICATES FOUND 5/8" IRON ROD (BANKS ENG LB-6690)
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
- PG. INDICATES PAGE
- COR. INDICATES CORNER
- CL INDICATES CENTERLINE
- R.L. INDICATES RADIAL LINE
- ENG INDICATES ENGINEERING
- R/W INDICATES RIGHT-OF-WAY
- A.E. INDICATES ACCESS EASEMENT
- C.E. INDICATES COMMON ELEMENT
- LB INDICATES LICENSED BUSINESS
- D.E. INDICATES DRAINAGE EASEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- R.L.E. INDICATES RADIAL LINE EXTENDED
- O.R. INDICATES OFFICIAL RECORDS BOOK
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- C.U.E. INDICATES COUNTY UTILITY EASEMENT
- P.O.C. INDICATES POINT OF COMMENCEMENT
- PCP INDICATES PERMANENT CONTROL POINT
- L1 INDICATES LINE 1 OF THE LINE TABLE
- R.L.S. INDICATES REGISTERED LAND SURVEYOR
- L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
- C1 INDICATES CURVE 1 OF THE CURVE TABLE
- NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

COACH HOMES IV AT  
RIVER STRAND, A PHASE  
CONDOMINIUM-PHASE 13  
(O.R. 2439, PG. 1092)

COACH HOMES IV AT  
RIVER STRAND, A PHASE  
CONDOMINIUM-PHASE 14  
(O.R. 2439, PG. 1092)

**KEY SHEET**

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 3 THROUGH 5 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

**Banks Engineering**

Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 63469  
SURVEY LICENSE # LB 6690

KEY SHEET

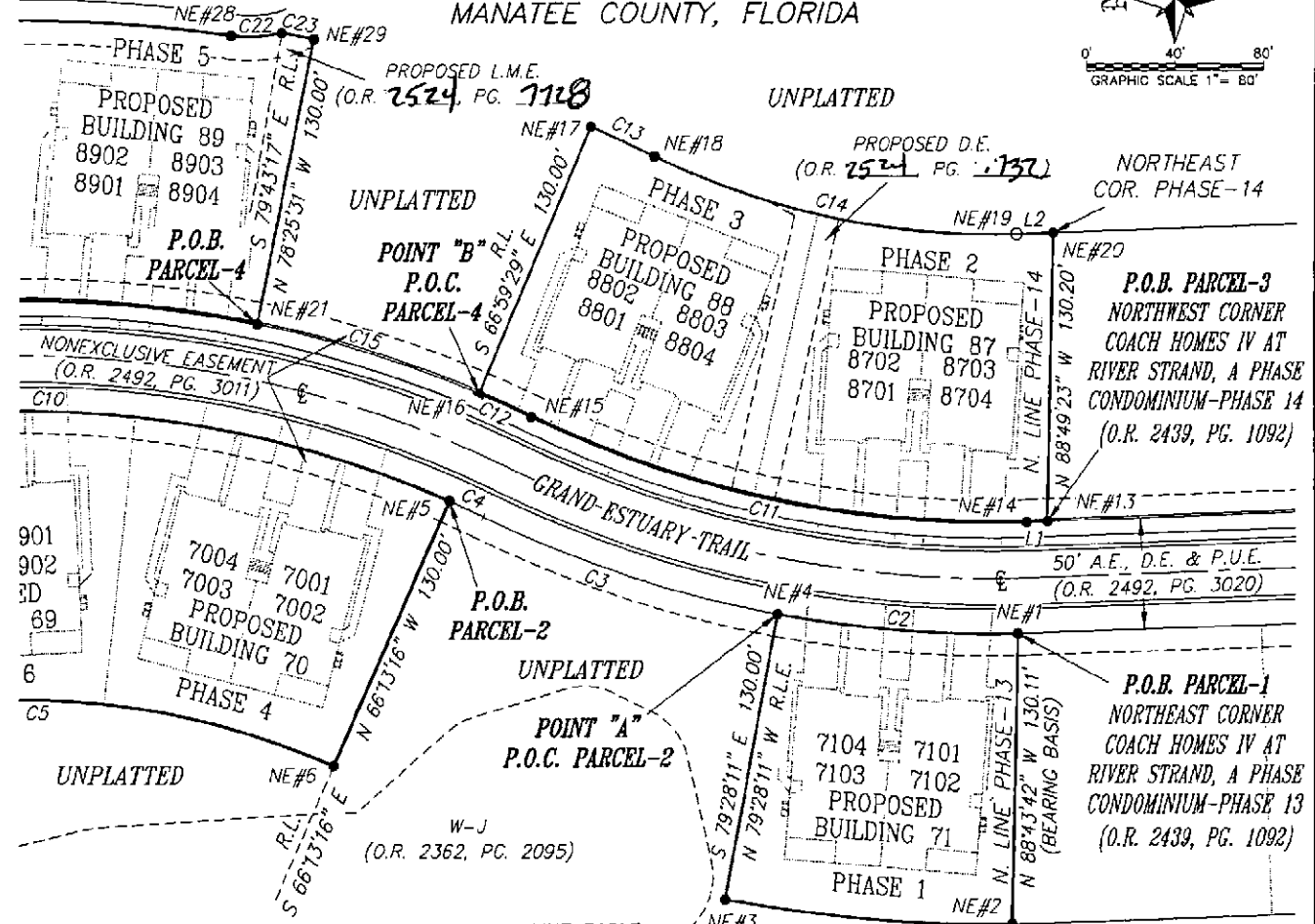
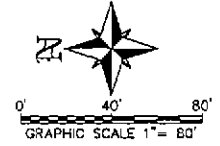
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 150'	2	40	23-34-1B

EXHIBIT "1" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

L-F1  
(O.R. 2362, PG. 2095) LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



COORDINATE TABLE		LINE TABLE		CURVE TABLE							
POINT	NORTH	EAST	LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
NE#1	1155182.50	503494.85	L1	N 01°58'57" W	9.33'	C1	660.00'	11°22'45"	131.08'	130.86'	N 04°50'26" E
NE#2	1155185.38	503364.77	L2	S 01°58'57" E	16.51'	C2	530.00'	11°53'59"	110.08'	109.88'	S 04°34'50" W
NE#3	1155315.78	503375.81				C3	530.00'	15°16'37"	141.32'	140.90'	N 18°10'08" E
NE#4	1155292.02	503503.62				C4	480.00'	02°01'42"	16.99'	16.99'	N 24°47'35" E
NE#5	1155441.32	503554.68				C5	350.00'	46°51'46"	286.27'	278.36'	N 00°20'50" E
NE#6	1155493.74	503435.72				C10	480.00'	46°51'46"	392.60'	381.74'	S 00°20'50" W
NE#13	1155169.23	503545.31				C11	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
NE#14	1155178.56	503544.98				C12	530.00'	02°47'55"	25.89'	25.89'	N 24°24'28" E
NE#15	1155404.13	503592.57				C13	660.00'	02°47'55"	32.24'	32.24'	S 24°24'28" W
NE#16	1155427.70	503603.27				C14	350.00'	27°47'23"	169.76'	168.10'	S 11°54'44" W
NE#17	1155376.89	503722.92				C15	530.00'	11°26'02"	105.77'	105.59'	N 17°17'30" E
NE#18	1155347.53	503709.60				C22	60.00'	22°09'17"	23.20'	23.06'	S 02°48'48" E
NE#19	1155183.05	503674.90				C23	660.00'	01°17'46"	14.93'	14.93'	S 10°55'36" W
NE#20	1155166.56	503675.48									
NE#21	1155528.52	503634.65									
NE#28	1155540.12	503763.70									
NE#29	1155502.43	503762.01									

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6693

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

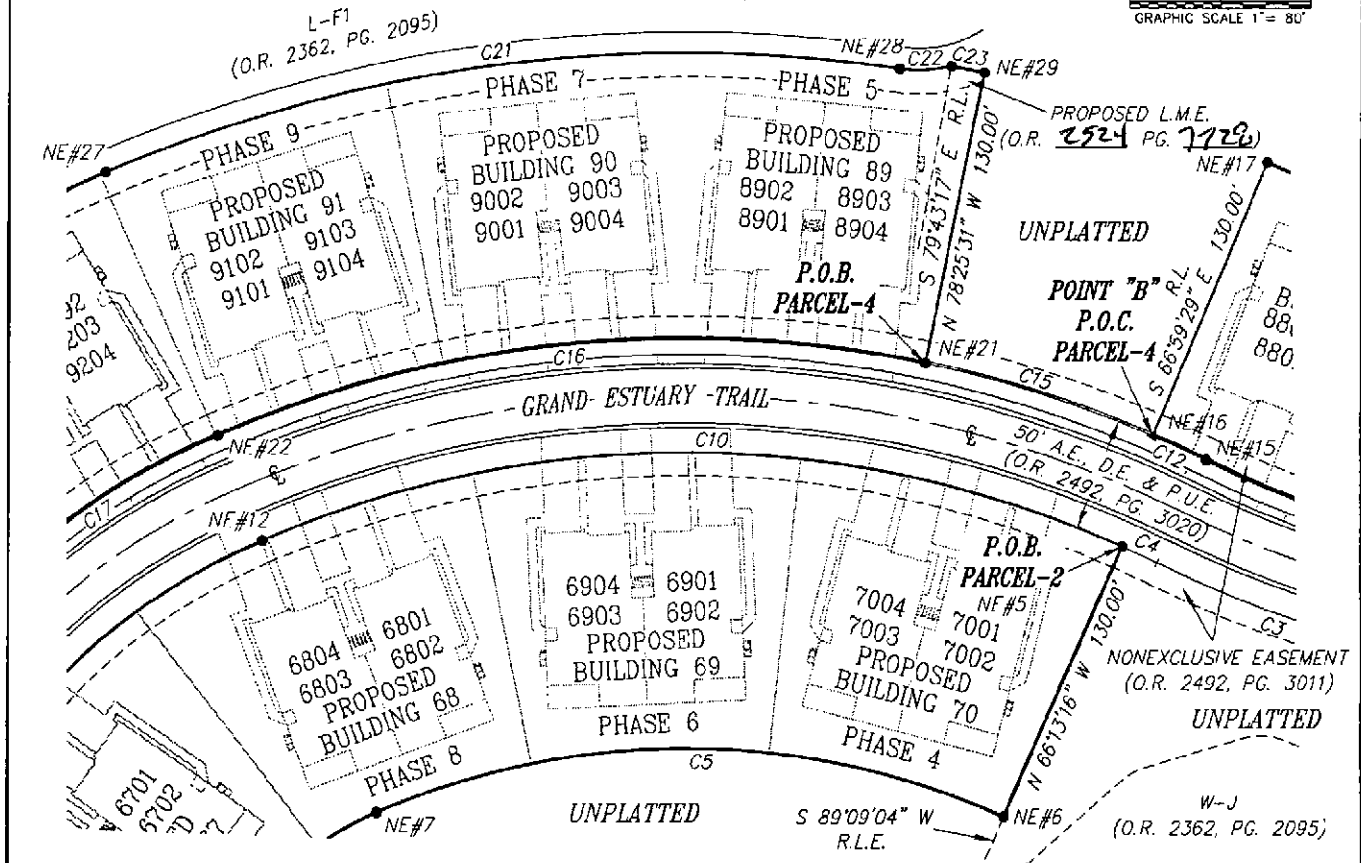
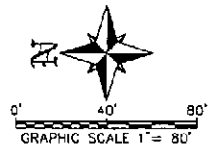
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CH5RS-P1-13		DRB	RMR	1" = 80'	3	40	23-34-18



EXHIBIT "1" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



COORDINATE TABLE			CURVE TABLE					
POINT	NORTH	EAST	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
NE#5	1155441.32	503554.68	C3	530.00'	15°16'37"	141.32'	140.90'	N 18°10'08" E
NE#6	1155493.74	503435.72	C4	480.00'	02°01'42"	16.99'	16.99'	N 24°47'35" E
NE#7	1155772.09	503437.40	C5	350.00'	46°51'46"	286.27'	278.36'	N 00°20'50" E
NE#12	1155823.06	503557.00	C10	480.00'	46°51'46"	392.60'	381.74'	S 00°20'50" W
NE#15	1155404.13	503592.57	C12	530.00'	02°47'55"	25.89'	25.89'	N 24°24'28" E
NE#16	1155427.70	503603.27	C15	530.00'	11°26'02"	105.77'	105.59'	N 17°17'30" E
NE#17	1155376.89	503722.92	C16	530.00'	34°39'32"	320.60'	315.74'	N 05°45'17" W
NE#21	1155528.52	503634.65	C17	325.00'	22°29'39"	127.59'	126.78'	N 34°19'52" W
NE#22	1155842.66	503602.99	C21	656.11'	31°20'53"	358.97'	354.51'	S 07°24'36" E
NE#27	1155891.67	503717.98	C22	60.00'	22°09'17"	23.20'	23.06'	S 02°48'48" E
NE#28	1155540.12	503763.70	C23	660.00'	01°17'46"	14.93'	14.93'	S 10°55'36" W
NE#29	1155502.43	503762.01						

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

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PHONE: (239) 939-5480 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

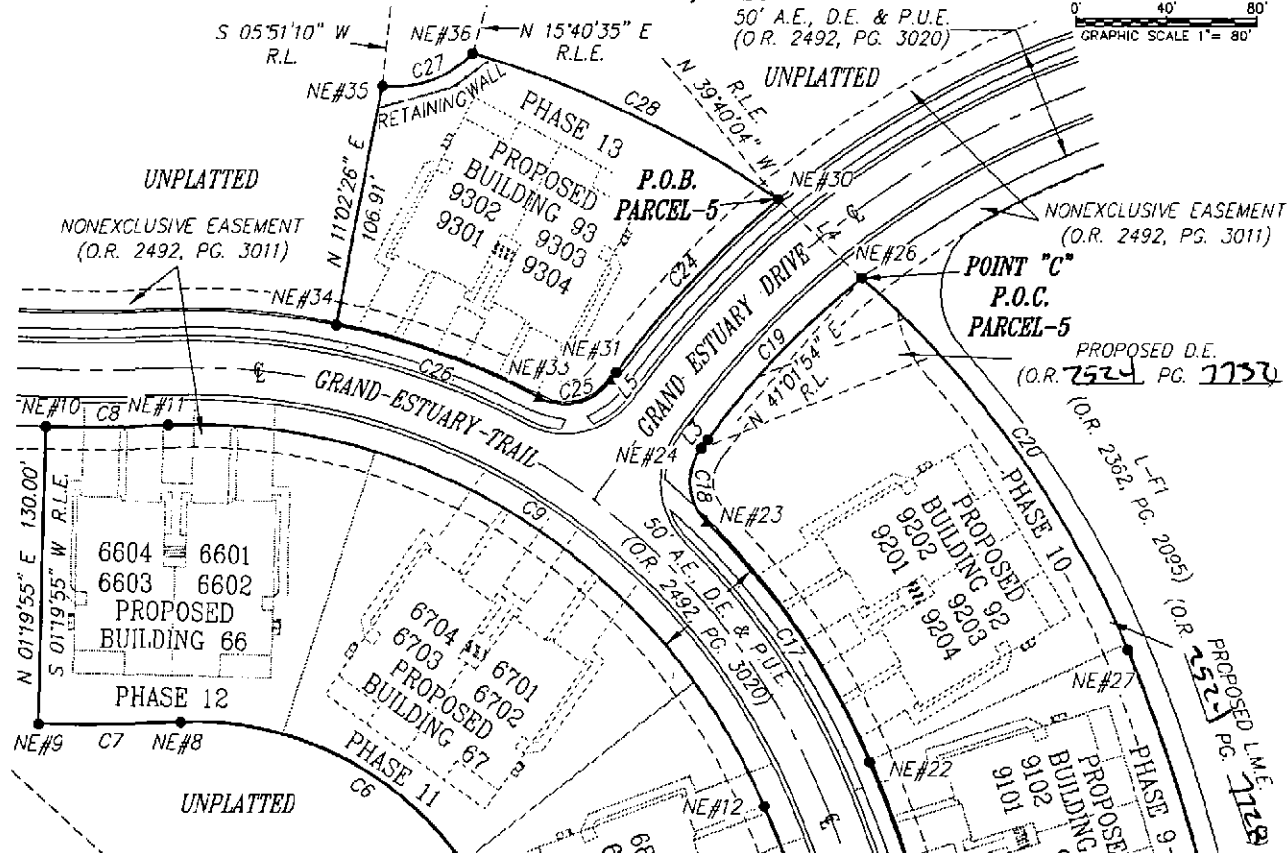
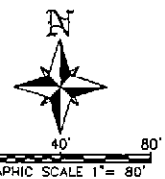
CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS-P1-13		ORB	RWR	1" = 80'	4	40	23-34-18

EXHIBIT "1" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



COORDINATE TABLE			LINE TABLE				CURVE TABLE				
POINT	NORTH	EAST	LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
NE#8	1155860.10	503297.82	L3	N 36°12'31" E	4.72'	C6	145.00'	69°21'58"	175.55'	165.02'	N 57°46'02" W
NE#9	1155859.49	503234.79	L4	N 46°27'38" W	50.40'	C7	955.00'	03°46'56"	63.04'	63.03'	S 89°26'27" W
NE#10	1155989.45	503237.81	L5	S 36°12'31" W	4.72'	C8	825.00'	03°46'56"	54.46'	54.45'	N 89°26'27" E
NE#11	1155989.98	503292.26				C9	275.00'	69°21'58"	332.93'	312.97'	S 57°46'02" E
NE#12	1155823.06	503557.00				C17	325.00'	22°29'39"	127.59'	126.78'	N 34°19'52" W
NE#22	1155842.66	503602.99				C18	25.00'	81°47'12"	35.69'	32.73'	N 04°41'05" W
NE#23	1155947.35	503531.49				C19	375.00'	15°02'04"	98.40'	98.12'	N 43°43'33" E
NE#24	1155979.98	503528.82				C20	450.00'	25°53'03"	203.29'	201.57'	S 36°01'34" E
NE#26	1156054.69	503599.43				C24	425.00'	14°07'25"	104.76'	104.50'	S 43°16'13" W
NE#27	1155891.67	503717.98				C25	25.00'	81°47'12"	35.69'	32.73'	S 77°06'07" W
NE#30	1156089.41	503562.89				C26	325.00'	16°57'17"	96.17'	95.82'	N 70°28'55" W
NE#31	1156013.32	503491.27				C27	50.00'	50°29'30"	44.06'	42.65'	N 70°36'25" E
NE#32	1156009.51	503488.48				C28	455.00'	19°00'06"	150.90'	150.21'	S 64°49'22" E
NE#33	1156002.21	503456.57									
NE#34	1156034.22	503366.25									
NE#35	1156139.15	503386.73									
NE#36	1156153.31	503426.96									

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
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ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6680

CONDOMINIUM SURVEY & PLOT PLAN  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 80'	5	40	23-34-18

EXHIBIT "1" continued

This instrument Prepared By:  
Christopher J. Shields, Esq.  
Pavese Law Firm  
1833 Hendry Street  
Fort Myers, Florida 33901

**GRANT OF EASEMENT  
DRAINAGE**

THIS INDENTURE made and entered into on this 12 day of JUNE, 2014 by and between LENNAR HOMES, LLC, a Florida limited liability company ("Grantor"); and HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 06-71 ("Grantee");

WITNESSETH:

WHEREAS, Lennar Homes, LLC is the owner of certain property which will also be burdened by this easement and for which Lennar Homes, LLC joins in and grants this easement over their land; and

WHEREAS, the Grantee is responsible for the management, maintenance and repair of drainage and surface water management systems within the River Strand community; and

WHEREAS, Grantor desires to grant to Grantee a certain nonexclusive drainage easement as shown and depicted on Exhibit "A", attached hereto and made a part hereof;

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released, and quitclaimed and by these presents does remise, release, and quitclaim unto the said Grantee a nonexclusive drainage easement as more particularly described in Exhibit "A" over and across Grantor's lands. The placement of this granted easement shall not entitle Grantee to otherwise disturb, damage, or change any improvements on Grantor's lands. To the extent that any damage occurs, Grantee shall be solely responsible for the restoration, repair or replacement costs associated with any damage to Grantor's lands, including improvements thereon;

TO HAVE AND TO HOLD said easement hereby granted unto Grantee, its heirs, successors and assigns.

IT IS UNDERSTOOD that the easement is a covenant running with the land and it is given upon the express understanding and condition that it will also be used by the Grantor, its heirs, successors, executors, administrators and assigns in conjunction with the use of the Grantee, its heirs, successors and assigns and other similarly situated, and their heirs and assigns, and the easement will be permanent unless later relinquished by Grantee and this easement will be recorded in the public records.

IT IS FURTHER UNDERSTOOD that Grantee is solely responsible for all costs associated with maintenance, repair and replacement costs of any kind associated with this easement and for any damage to Grantor's lands, including improvements thereon, resulting from any maintenance, repair or replacement of this easement.

EXHIBIT "1" continued

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the 12 day of JUNE, 2014.

Signed, Sealed and Delivered  
In the presence of:

Lennar Homes, LLC

Joan Campagna  
Signed  
Joan Campagna  
(Print Name)

By: \_\_\_\_\_

Its: VICE PRESIDENT

[Signature]  
Signed  
[Signature]  
(Print Name)

STATE OF FLORIDA )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 12 day of June, 2014, by DARIN McMURRAY, as V. PRES of Lennar Homes, LLC, a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

(Notary Seal)

[Signature]  
Notary Public

**Deanna J. Craft**

Print, type or stamp commissioned Name  
Of Notary Public)

My Commission No: \_\_\_\_\_



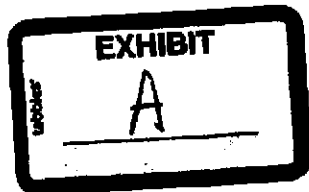


EXHIBIT "1" continued

Professional Engineers, Planners &amp; Land Surveyors

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

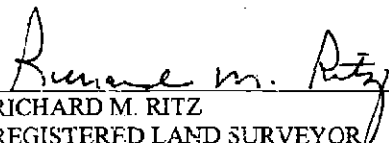
COMMENCING AT THE NORTHWEST CORNER OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80°40'08" FOR 35.20 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°07'04" FOR 0.49 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°22'55" FOR 35.22 FEET; THENCE N 68°12'25" E FOR 69.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 44°20'14" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°45'23" FOR 21.65 FEET; THENCE S 68°12'25" W FOR 113.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,846 SQUARE FEET OR 0.042 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE MANATEE COUNTY, FLORIDA, PUBLIC RECORDS AS BEARING N 88°49'43" W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

DESCRIPTION PREPARED: JANUARY 24, 2014

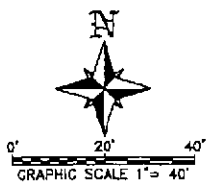
  
 RICHARD M. RITZ  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATION NO. 4009  
 DATE SIGNED: 01-24-2014

SHEET 1 OF 2

• SERVING THE STATE OF FLORIDA •

SKETCH TO ACCOMPANY DESCRIPTION

OF AN EASEMENT LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



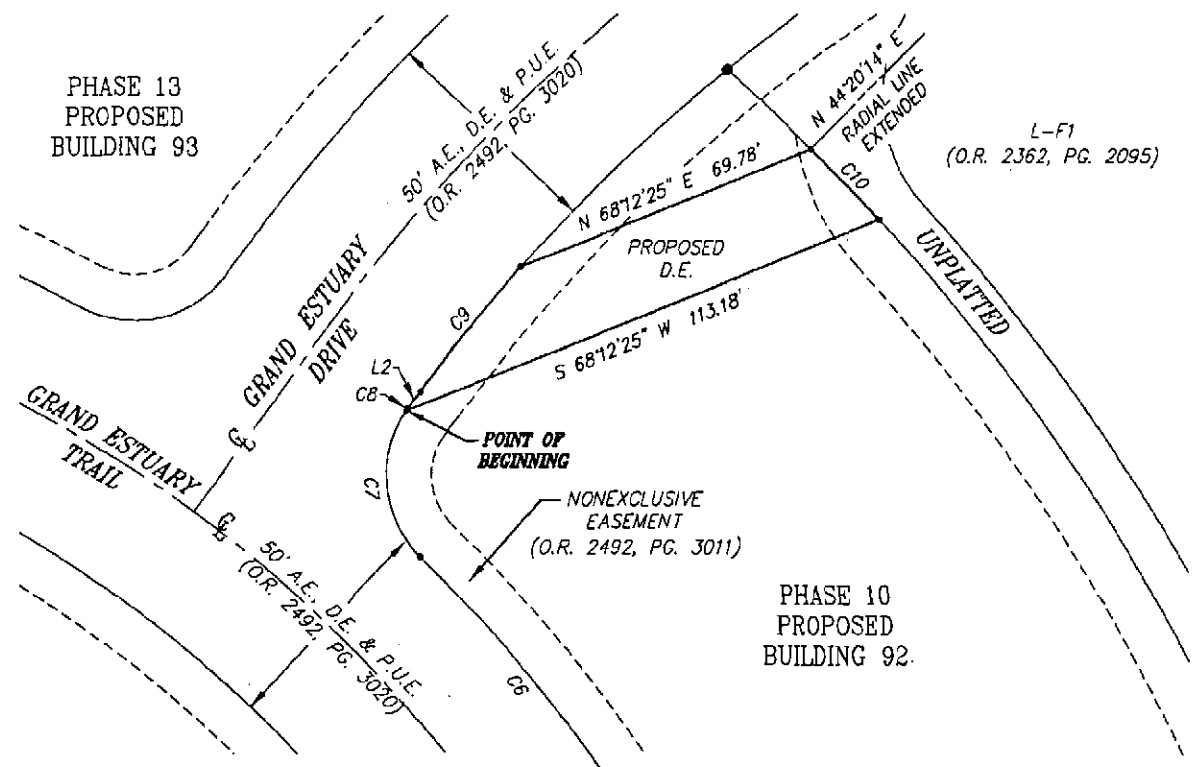
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'
L2	N 36°12'31" E	4.72'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C4	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
C5	530.00'	48°53'29"	452.26'	438.66'	N 01°21'42" E
C6	325.00'	22°29'39"	127.59'	126.78'	N 34°19'52" W
C7	25.00'	80°40'08"	35.20'	32.36'	N 05°14'37" W
C8	25.00'	01°07'04"	0.49'	0.49'	N 35°38'59" E
C9	375.00'	05°22'55"	35.22'	35.21'	N 38°53'58" E
C10	450.00'	02°45'23"	21.65'	21.65'	S 44°17'05" E

- LEGEND:
- PG. INDICATES PAGE
  - CL INDICATES CENTERLINE
  - A.E. INDICATES ACCESS EASEMENT
  - D.E. INDICATES DRAINAGE EASEMENT
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - C4 INDICATES CURVE 4 OF THE CURVE TABLE



NOTES:

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

BEARINGS ARE BASED ON THE NORTH LINE OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE MANATEE COUNTY, FLORIDA, PUBLIC RECORDS AS BEARING N 88°49'23" W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

PARCEL CONTAINS 1,846 SQUARE FEET OR 0.042 ACRES, MORE OR LESS.

POINT OF COMMENCEMENT  
NORTHWEST CORNER  
COACH HOMES IV AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 14  
(O.R. 2439, PG. 1092)

BEARING BASIS  
N 88°49'23" W  
N. LINE PHASE-14

*Richard M. Ritz*  
RICHARD M. RITZ  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 4009

THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PREPARED JANUARY 24, 2014

\*\*\*THIS IS NOT A SURVEY\*\*\*

**BANKS ENGINEERING**  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10811 SIX MILE CYPRESS PARKWAY, SUITE 101  
FT. WALTERS, FLORIDA 33855  
PHONE (239)939-3460 FAX (239)939-2523  
ENGINEERING LICENSE # CB 6449  
SURVEY LICENSE # LA 8890  
WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION									
DRAINAGE EASEMENT									
MANATEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-24-14	Z532	CHRS-ESMNT		AMV	RMR	1" = 40'	2	2	23-34-18



Professional Engineers, Planners & Land Surveyors

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

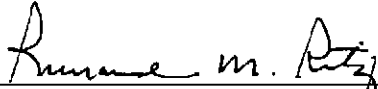
COMMENCING AT THE NORTHWEST CORNER OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°47'01" FOR 115.47 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°23'15" FOR 20.00 FEET; THENCE S 77°00'19" E FOR 127.15 FEET; THENCE N 27°28'27" E FOR 14.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 73°06'46" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'47" FOR 33.78 FEET; THENCE N 77°00'19" W FOR 130.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,620 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE MANATEE COUNTY, FLORIDA, PUBLIC RECORDS AS BEARING N 88°49'43" W.

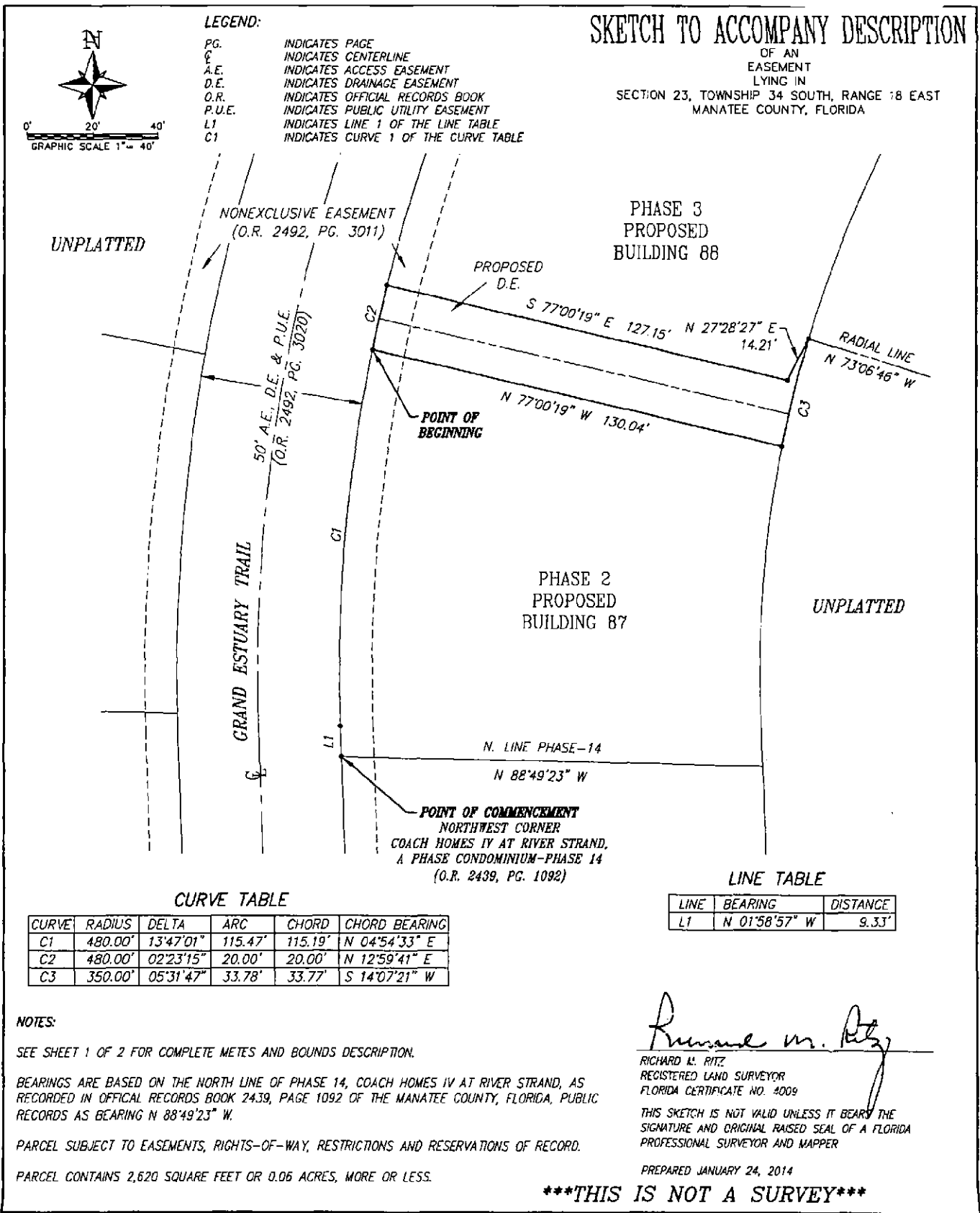
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

DESCRIPTION PREPARED: JANUARY 24, 2014

  
 RICHARD M. RITZ  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATION NO. 4009  
 DATE SIGNED: 01-24-2014

SHEET 1 OF 2

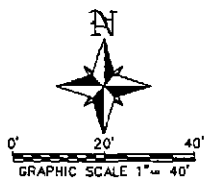
• SERVING THE STATE OF FLORIDA •



SKETCH TO ACCOMPANY DESCRIPTION

OF AN EASEMENT LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

- LEGEND:**
- PG. INDICATES PAGE
  - CL INDICATES CENTERLINE
  - A.E. INDICATES ACCESS EASEMENT
  - D.E. INDICATES DRAINAGE EASEMENT
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE



**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	480.00'	13°47'01"	115.47'	115.19'	N 04°54'33" E
C2	480.00'	02°23'15"	20.00'	20.00'	N 12°59'41" E
C3	350.00'	05°31'47"	33.78'	33.77'	S 14°07'21" W

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'

**NOTES:**

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

BEARINGS ARE BASED ON THE NORTH LINE OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE MANATEE COUNTY, FLORIDA, PUBLIC RECORDS AS BEARING N 88°49'23" W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

PARCEL CONTAINS 2,620 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

*Richard M. Ritz*  
 RICHARD M. RITZ  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 4009

THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PREPARED JANUARY 24, 2014

\*\*\*THIS IS NOT A SURVEY\*\*\*

<p><b>BANKS ENGINEERING</b>                  Professional Engineers, Planners, &amp; Land Surveyors                  Serving The State Of Florida</p> <p>10511 SIX MILE CYPRESS PARKWAY, SUITE 101                  FT. MYERS, FLORIDA 33966                  PHONE (239)939-3490 FAX (239)939-2523                  ENGINEERING LICENSE # EB 8469                  SURVEY LICENSE # LB 8830                  WWW.BANKSENG.COM</p>	<p>SKETCH TO ACCOMPANY DESCRIPTION  <b>DRAINAGE EASEMENT</b>                  MANATEE COUNTY, FLORIDA</p>																				
	<table border="1" style="width: 100%; font-size: small;"> <tr> <th>DATE</th> <th>PROJECT</th> <th>DRAWING</th> <th>DESIGN</th> <th>DRAWN</th> <th>CHECKED</th> <th>SCALE</th> <th>SHEET</th> <th>OF</th> <th>FILE NO. (S-T-R)</th> </tr> <tr> <td>01-24-14</td> <td>2532</td> <td>CH585-ESMNT</td> <td></td> <td>AMV</td> <td>RMR</td> <td>1" = 40'</td> <td>2</td> <td>2</td> <td>23-34-18</td> </tr> </table>	DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)	01-24-14	2532	CH585-ESMNT		AMV	RMR	1" = 40'	2	2	23-34-18
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)												
01-24-14	2532	CH585-ESMNT		AMV	RMR	1" = 40'	2	2	23-34-18												



EXHIBIT "1" continued

This instrument Prepared By:  
Christopher J. Shields, Esq.  
Pavese Law Firm  
1833 Hendry Street  
Fort Myers, Florida 33901

**GRANT OF EASEMENT  
LAKE MAINTENANCE**

THIS INDENTURE made and entered into on 12 day of JUNE, 2014 by and between LENNAR HOMES, LLC, a Florida limited liability company ("Grantor"); and HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 06-71 ("Grantee");

WITNESSETH:

WHEREAS, Lennar Homes, LLC is the owner of certain property which will also be burdened by this easement and for which Lennar Homes, LLC joins in and grants this easement over their lands which are adjacent to the Coach Homes V at River Strand Condominium; and

WHEREAS, the Grantee is responsible for the management, maintenance and repair of drainage and surface water management systems within the River Strand community; and

WHEREAS, Grantor desires to grant to Grantee a certain nonexclusive lake maintenance easement as shown and depicted on Exhibit "A", attached hereto and made a part hereof;

WHEREAS, Grantor desires to grant to Grantee a certain nonexclusive easement for lake maintenance and to provide all services Grantee is authorized to provide pursuant to Florida Statutes Chapter 190, as amended from time to time.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Grantor does hereby remise, release, and quitclaim unto the said Grantee, its heirs, successors and assigns, a nonexclusive access easement for the purpose of lake maintenance and to provide all services Grantee is authorized to provide pursuant to Florida Statutes Chapter 190, as amended from time to time, over and across Grantor's lands more particularly described in Exhibits "A", attached hereto and made a part hereof. The placement of this granted easement shall not entitle Grantee to otherwise disturb, damage, or change any improvements on Grantor's lands. To the extent that any damage occurs, Grantee shall be solely responsible for the restoration, repair or replacement costs associated with any damage to Grantor's lands, including improvements thereon.

This easement is a covenant running with the land and it is given upon the express understanding and condition that it will also be used by the Grantor, its heirs, successors, executors, administrators and assigns in conjunction with the use of the Grantee, its heirs, successors and assigns and other similarly situated, and their heirs and assigns, and the easement will be permanent unless later relinquished by Grantee and this easement will be recorded in the public records.

EXHIBIT "1" continued

Grantee is solely responsible for all costs associated with maintenance, repair and replacement costs of any kind associated with this easement and for any damage to Grantor's lands, including improvements thereon, resulting from any maintenance, repair or replacement of this easement.

12 IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day of JUNE, 2014.

Signed, Sealed and Delivered  
In the presence of:

Lennar Homes, LLC

[Signature]  
Signed  
Joan Campagna  
(Print Name)

By: \_\_\_\_\_  
Its: VICE PRESIDENT

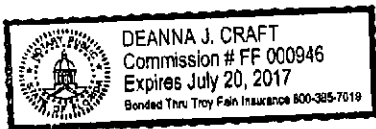
[Signature]  
Signed  
Tony Burdett  
(Print Name)

STATE OF FLORIDA )  
COUNTY OF LEE )

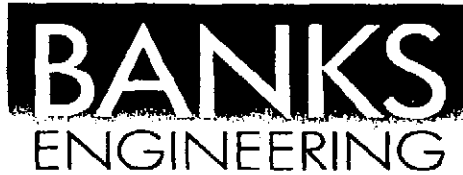
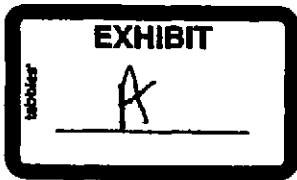
The foregoing instrument was acknowledged before me this 12 day of JUNE, 2014, by DAVIN M. MURRAY, as V. PRES of Lennar Homes, LLC, a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

(Notary Seal)

[Signature]  
Notary Public  
**Deanna J. Craft**



Print, type or stamp commissioned Name  
Of Notary Public)  
My Commission No: \_\_\_\_\_



Professional Engineers, Planners & Land Surveyors

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

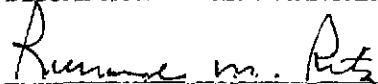
COMMENCING AT THE NORTHWEST CORNER OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF SAID MANATEE COUNTY; THENCE N 01°58'57" W FOR 9.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°13'57" FOR 131.65 FEET; THENCE S 78°25'31" E FOR 126.33 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S 78°25'31" E FOR 3.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 660.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 78°25'31" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'46" FOR 14.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 76°06'33" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°09'17" FOR 23.20 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 656.11 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°20'53" FOR 358.97 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°12'13" FOR 182.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 55.60 FEET TO WHICH POINT A RADIAL LINE BEARS S 81°42'34" W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°01'55" FOR 33.02 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 439.40 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°14'18" FOR 147.54 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 645.51 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°20'53" FOR 353.17 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 70.60 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'07" FOR 39.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5,942 SQUARE FEET OR 0.136 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE MANATEE COUNTY, FLORIDA, PUBLIC RECORDS AS BEARING N 88°49'43" W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

DESCRIPTION PREPARED: JANUARY 24, 2014

  
RICHARD M. RITZ  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATION NO. 4009  
DATE SIGNED: 01-24-2014

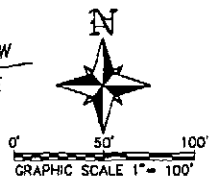
SHEET 1 OF 2

• SERVING THE STATE OF FLORIDA •

**EXHIBIT**  
*A CONT'D*

**SKETCH TO ACCOMPANY DESCRIPTION**  
 OF AN  
 EASEMENT  
 LYING IN

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST  
 MANATEE COUNTY, FLORIDA



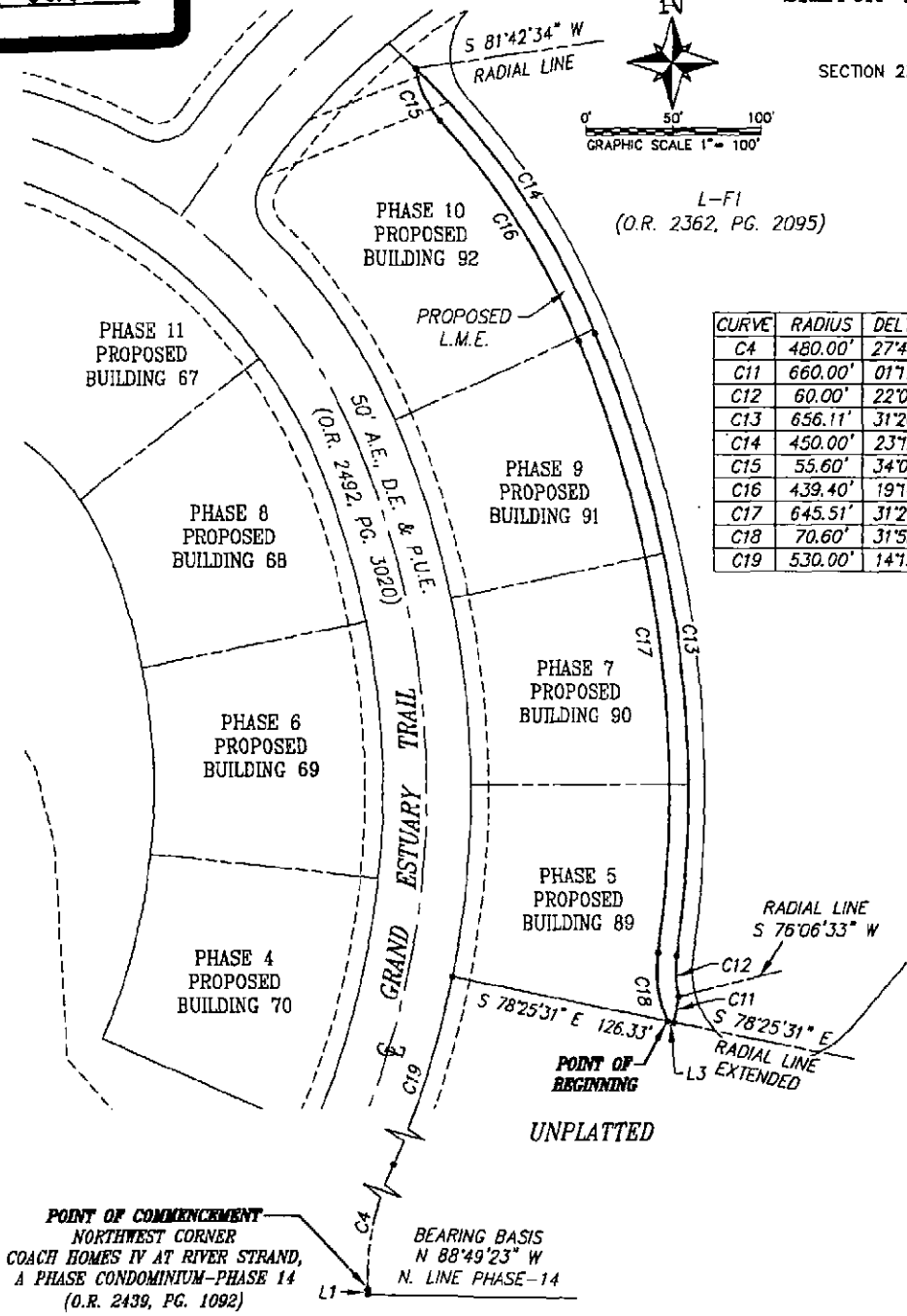
L-F1  
 (O.R. 2362, PG. 2095)

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'
L3	S 78°25'31" E	3.67'

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C4	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
C11	660.00'	01°17'46"	14.93'	14.93'	N 10°55'36" E
C12	60.00'	22°09'17"	23.20'	23.06'	N 02°48'48" W
C13	656.11'	31°20'53"	358.97'	354.51'	S 07°24'36" E
C14	450.00'	23°12'13"	182.24'	181.00'	S 34°41'09" E
C15	55.60'	34°01'55"	33.02'	32.54'	S 25°18'23" E
C16	439.40'	19°14'18"	147.54'	146.85'	S 32°42'12" E
C17	645.51'	31°20'53"	353.17'	348.79'	S 07°24'36" E
C18	70.60'	31°55'07"	39.33'	38.82'	S 07°41'43" E
C19	530.00'	14°13'57"	131.65'	131.32'	N 18°41'27" E



**NOTES:**

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

BEARINGS ARE BASED ON THE NORTH LINE OF PHASE 14, COACH HOMES IV AT RIVER STRAND, AS RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092 OF THE MANATEE COUNTY, FLORIDA, PUBLIC RECORDS AS BEARING N 88°49'23" W.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

PARCEL CONTAINS 5,942 SQUARE FEET OR 0.136 ACRES, MORE OR LESS.

**POINT OF COMMENCEMENT**  
 NORTHWEST CORNER  
 COACH HOMES IV AT RIVER STRAND,  
 A PHASE CONDOMINIUM-PHASE 14  
 (O.R. 2439, PG. 1092)

BEARING BASIS  
 N 88°49'23" W  
 N. LINE PHASE-14

**LEGEND:**

- PG. INDICATES PAGE
- ☒ INDICATES CENTERLINE
- A.E. INDICATES ACCESS EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- O.R. INDICATES OFFICIAL RECORDS BOOK
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- L1 INDICATES LINE 1 OF THE LINE TABLE
- L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
- C4 INDICATES CURVE 4 OF THE CURVE TABLE

*Richard M. Ritz*  
 RICHARD M. RITZ  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 4006

THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PREPARED JANUARY 24, 2014

**\*\*\*THIS IS NOT A SURVEY\*\*\***

**BANKS ENGINEERING**  
 Professional Engineers, Planners, & Land Surveyors  
 Serving The State Of Florida

10011 SIX MILE CYPRESS PARKWAY, SUITE 101  
 FT. WALTER, FLORIDA 33066  
 PHONE (239)939-5480 FAX (239)939-2521  
 ENGINEERING LICENSE # EB 8489  
 SURVEY LICENSE # LA 0690  
 WWW.BANKSEND.COM

SKETCH TO ACCOMPANY DESCRIPTION LAKE MAINTENANCE EASEMENT MANATEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-24-14	2532	CHRS-ESMNT		AMV	RNR	1" = 40'	2	2	23-34-1B

**EXHIBIT 2**

**PLOT PLAN, BUILDING PLANS AND FLOOR PLANS  
WITH SURVEYOR'S CERTIFICATE**

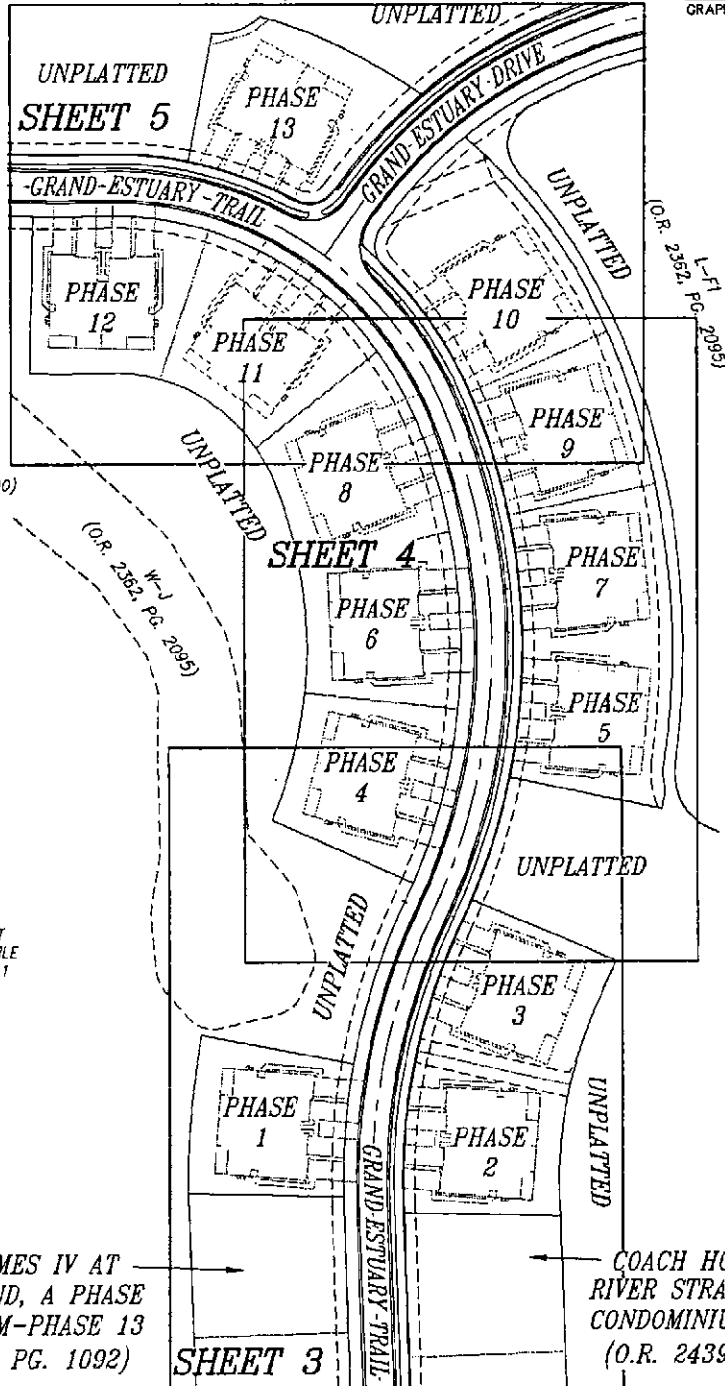
EXHIBIT "2"

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



GRAPHIC SCALE 1" = 150'



**LEGEND:**

- ▲ SET NAIL & DISC (BANKS ENG LB-6690)
- INDICATES FOUND 5/8" IRON ROD (BANKS ENG LB-6690)
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
- PG. INDICATES PAGE
- COR. INDICATES CORNER
- CL INDICATES CENTERLINE
- R.L. INDICATES RADIAL LINE
- ENG INDICATES ENGINEERING
- R/W INDICATES RIGHT-OF-WAY
- A.E. INDICATES ACCESS EASEMENT
- C.E. INDICATES COMMON EASEMENT
- LB INDICATES LICENSED BUSINESS
- D.E. INDICATES DRAINAGE EASEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- R.L.E. INDICATES RADIAL LINE EXTENDED
- O.R. INDICATES OFFICIAL RECORDS BOOK
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- C.U.E. INDICATES COUNTY UTILITY EASEMENT
- P.O.C. INDICATES POINT OF COMMENCEMENT
- PCP INDICATES PERMANENT CONTROL POINT
- L1 INDICATES LINE 1 OF THE LINE TABLE
- R.L.S. INDICATES REGISTERED LAND SURVEYOR
- L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
- C1 INDICATES CURVE 1 OF THE CURVE TABLE
- NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13 (O.R. 2439, PG. 1092)

COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14 (O.R. 2439, PG. 1092)

**KEY SHEET**

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 3 THROUGH 5 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

**Banks Engineering**

Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33906  
PHONE (239) 939-9490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

KEY SHEET

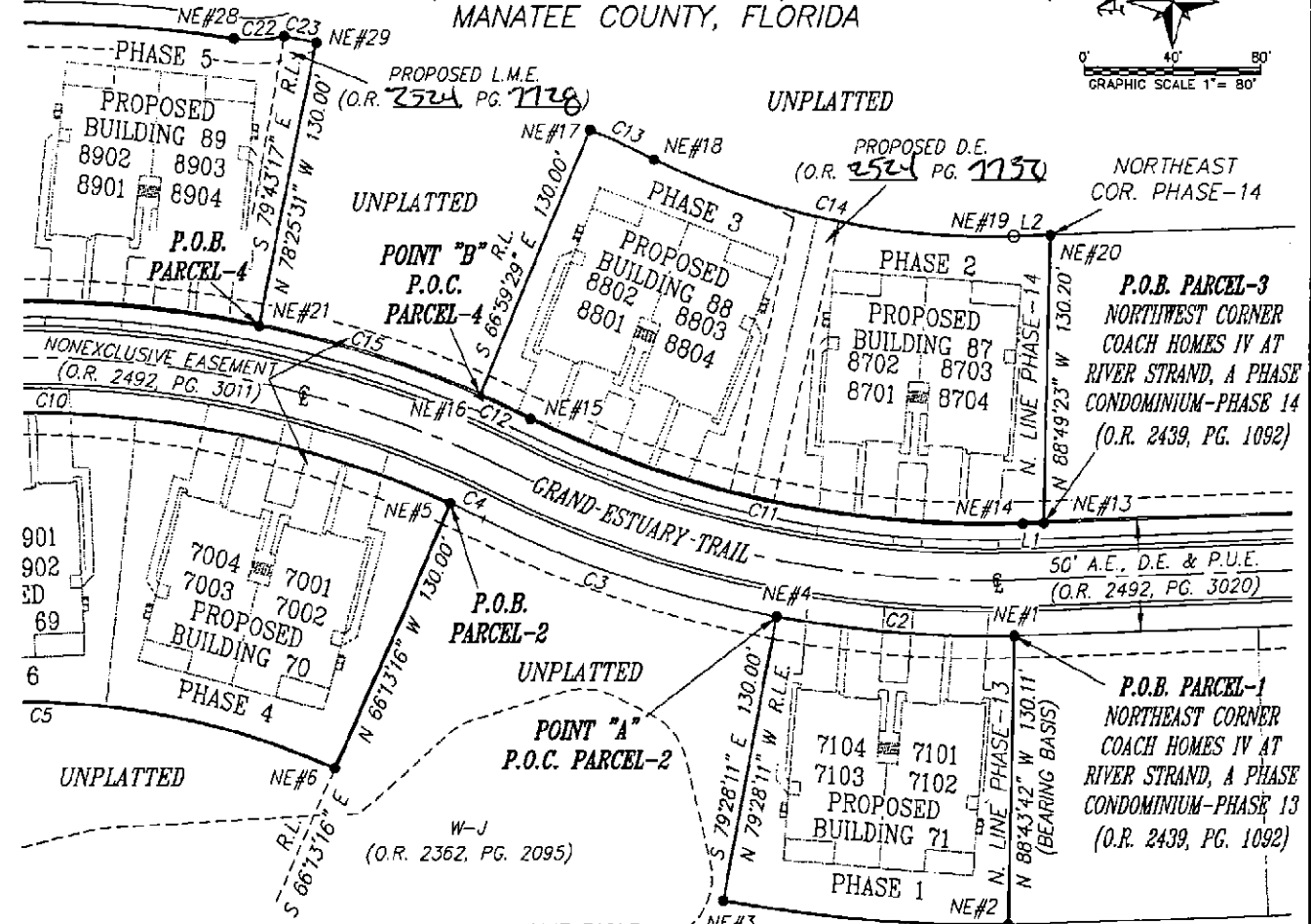
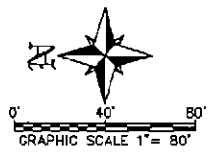
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR-P1-13		DRB	RWR	1" = 150'	2	40	23-34-18

EXHIBIT "2" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



COORDINATE TABLE		LINE TABLE		CURVE TABLE							
POINT	NORTH	EAST	LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
NE#1	1155182.50	503494.85	L1	N 01°58'57" W	9.33'	C1	660.00'	11°22'45"	131.08'	130.86'	N 04°50'26" E
NE#2	1155185.38	503364.77	L2	S 01°58'57" E	16.51'	C2	530.00'	11°53'59"	110.08'	109.88'	S 04°34'50" W
NE#3	1155315.78	503375.81				C3	530.00'	15°16'37"	141.32'	140.90'	N 18°10'08" E
NE#4	1155292.02	503503.62				C4	480.00'	02°01'42"	16.99'	16.99'	N 24°47'35" E
NE#5	1155441.32	503554.68				C5	350.00'	46°51'46"	286.27'	278.36'	N 00°20'50" E
NE#6	1155493.74	503435.72				C10	480.00'	46°51'46"	392.60'	381.74'	S 00°20'50" W
NE#13	1155169.23	503545.31				C11	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
NE#14	1155178.56	503544.98				C12	530.00'	02°47'55"	25.89'	25.89'	N 24°24'28" E
NE#15	1155404.13	503592.57				C13	660.00'	02°47'55"	32.24'	32.24'	S 24°24'28" W
NE#16	1155427.70	503603.27				C14	350.00'	27°47'23"	169.76'	168.10'	S 11°54'44" W
NE#17	1155376.89	503722.92				C15	530.00'	11°26'02"	105.77'	105.59'	N 17°17'30" E
NE#18	1155347.53	503709.60				C22	60.00'	22°09'17"	23.20'	23.06'	S 02°48'48" E
NE#19	1155183.05	503674.90				C23	660.00'	01°17'46"	14.93'	14.93'	S 10°55'36" W
NE#20	1155166.56	503675.48									
NE#21	1155528.52	503634.65									
NE#28	1155540.12	503763.70									
NE#29	1155502.43	503762.01									

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

**Banks Engineering**  
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ENGINEERING LICENSE # FH 6469  
SURVEY LICENSE # LS 6890

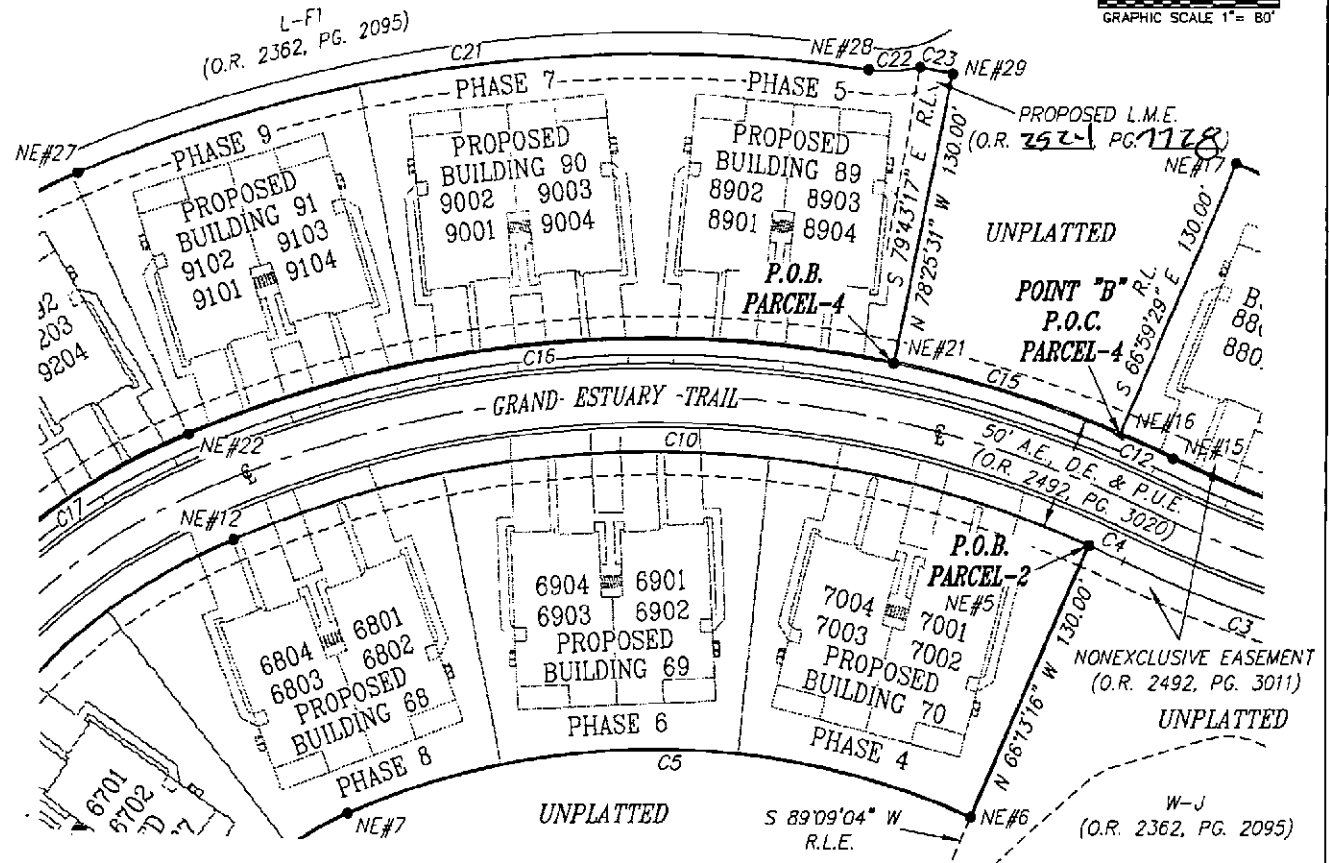
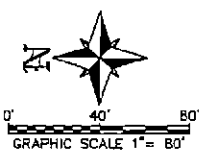
**CONDOMINIUM SURVEY & PLOT PLAN**  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS-P1-13		DRB	RMR	1" = 80'	3	40	23-34-18

EXHIBIT "2" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



COORDINATE TABLE			CURVE TABLE					
POINT	NORTH	EAST	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
NE#5	1155441.32	503554.68	C3	530.00'	15°16'37"	141.32'	140.90'	N 18°10'08" E
NE#6	1155493.74	503435.72	C4	480.00'	02°01'42"	16.99'	16.99'	N 24°47'35" E
NE#7	1155772.09	503437.40	C5	350.00'	46°51'46"	286.27'	278.36'	N 00°20'50" E
NE#12	1155823.06	503557.00	C10	480.00'	46°51'46"	392.60'	381.74'	S 00°20'50" W
NE#15	1155404.13	503592.57	C12	530.00'	02°47'55"	25.89'	25.89'	N 24°24'28" E
NE#16	1155427.70	503603.27	C15	530.00'	11°26'02"	105.77'	105.59'	N 17°17'30" E
NE#17	1155376.89	503722.92	C16	530.00'	34°39'32"	320.60'	315.74'	N 05°45'17" W
NE#21	1155528.52	503634.65	C17	325.00'	22°29'39"	127.59'	126.78'	N 34°19'52" W
NE#22	1155842.66	503602.99	C21	656.11'	31°20'53"	358.97'	354.51'	S 07°24'36" E
NE#27	1155891.67	503717.98	C22	60.00'	22°09'17"	23.20'	23.06'	S 02°48'48" E
NE#28	1155540.12	503763.70	C23	660.00'	01°17'46"	14.93'	14.93'	S 10°55'36" W
NE#29	1155502.43	503762.01						

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

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 SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
 COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
 MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RWR	1" = 80'	4	40	23-34-18



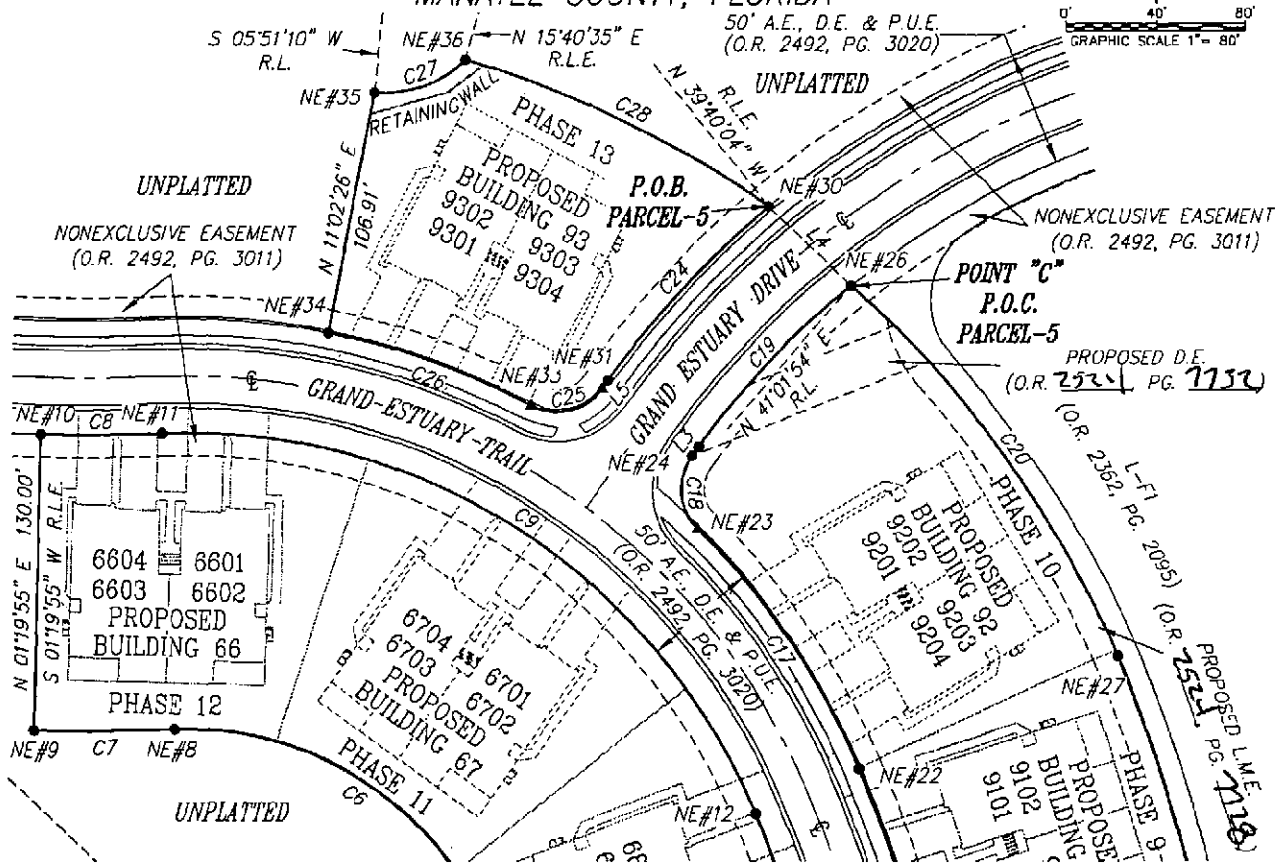
EXHIBIT "2" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



GRAPHIC SCALE 1" = 80'



POINT	NORTH	EAST
NE#8	1155860.10	503297.82
NE#9	1155859.49	503234.79
NE#10	1155989.45	503237.81
NE#11	1155989.98	503292.26
NE#12	1155823.06	503557.00
NE#22	1155842.66	503602.99
NE#23	1155947.35	503531.49
NE#24	1155979.98	503528.82
NE#26	1156054.69	503599.43
NE#27	1155891.67	503717.98
NE#30	1156089.41	503562.89
NE#31	1156013.32	503491.27
NE#32	1156009.51	503488.48
NE#33	1156002.21	503456.57
NE#34	1156034.22	503366.25
NE#35	1156139.15	503386.73
NE#36	1156153.31	503426.96

LINE	BEARING	DISTANCE
L3	N 36°12'31" E	4.72'
L4	N 46°27'38" W	50.40'
L5	S 36°12'31" W	4.72'

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C6	145.00'	69°21'58"	175.55'	165.02'	N 57°46'02" W
C7	955.00'	03°46'56"	63.04'	63.03'	S 89°26'27" W
C8	825.00'	03°46'56"	54.46'	54.45'	N 89°26'27" E
C9	275.00'	69°21'58"	332.93'	312.97'	S 57°46'02" E
C17	325.00'	22°29'39"	127.59'	126.78'	N 34°19'52" W
C18	25.00'	81°47'12"	35.69'	32.73'	N 04°41'05" W
C19	375.00'	15°02'04"	98.40'	98.12'	N 43°43'33" E
C20	450.00'	25°53'03"	203.29'	201.57'	S 36°01'34" E
C24	425.00'	14°07'25"	104.76'	104.50'	S 43°16'13" W
C25	25.00'	81°47'12"	35.69'	32.73'	S 77°06'07" W
C26	325.00'	16°57'17"	96.17'	95.82'	N 70°28'55" W
C27	50.00'	50°29'30"	44.06'	42.65'	N 70°36'25" E
C28	455.00'	19°00'06"	150.90'	150.21'	S 64°49'22" E

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

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SURVEY LICENSE # LR 6690

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-05-14	2532	CHSR5-P1-13		DRB	RMR	1" = 80'	5	40	25-34-18

EXHIBIT "2" continued

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13**  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

**SURVEYOR'S NOTES:**

THIS PLAT PREPARED AS A CONDOMINIUM SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL, OR LOCAL AGENCY, BOARD, COMMISSION, OR OTHER ENTITY, UNLESS NOTED OTHERWISE.

ALL IMPROVEMENTS ARE PROPOSED AS OF JANUARY 2014, UNLESS NOTED OTHERWISE.

ALL PORTIONS OF THE CONDOMINIUM NOT INCLUDED WITHIN THE LIMITS OF THE UNITS ARE COMMON ELEMENTS (C.E.), UNLESS NOTED OTHERWISE.

THIS SURVEY BASED ON COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 2439, PAGE 1092, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND EXISTING MONUMENTATION.

BEARINGS ARE BASED ON THE NORTH LINE OF COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13, AS BEARING N88°43'42"W.

PARCEL LIES IN FLOOD ZONE AE WITH A BASE FLOOD ELEVATION OF 7.3 FEET (NATIONAL GEODETIC VERTICAL DATUM OF 1929). THIS INFORMATION TAKEN FROM THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP NO. 120153, 0215 C, EFFECTIVE DATE: JULY 15, 1992.

ABOVEGROUND AND UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED UNLESS OTHERWISE SHOWN.

THIS IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.

PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

NORTHING AND EASTING COORDINATES AS SHOWN ARE BASED ON AN ASSUMED DATUM.

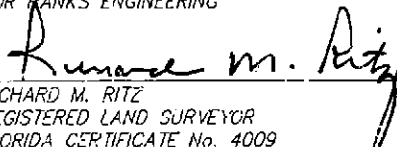
COMBINED PARCELS CONTAIN 218,147.4 SQUARE FEET OR 5.008 ACRES, MORE OR LESS.

DATE OF LAST FIELD WORK: BOUNDARY SURVEY, 1-21-14.

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE UNITS WITHIN COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM AND ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO SAID UNITS AND ALL COMMON ELEMENTS SERVING SAID UNITS ARE NOT SUBSTANTIALLY COMPLETE, AND THAT THIS PLAT OF COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM, CONSISTING OF FORTY (40) SHEETS TOGETHER WITH THE DECLARATION OF CONDOMINIUM IS IN SUFFICIENT DETAIL TO IDENTIFY SAID COMMON ELEMENTS AND EACH SAID UNIT AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS. I FURTHER CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, THAT THIS PLAT OF THE HEREON DESCRIBED PROPERTY IS A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER: 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE CONSTRUCTION OF THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.

FOR BANKS ENGINEERING

  
RICHARD M. RITZ  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE No. 4009  
DATE: 02-07-14

**NOTES AND CERTIFICATION**

SEE SHEET 3 THROUGH 5 OF 40 FOR CONDOMINIUM SURVEY AND PLOT PLAN.  
SEE SHEET 6 AND 7 OF 40 FOR THE CONDOMINIUM LEGAL DESCRIPTION.

<p align="center"><b>Banks Engineering</b> Professional Engineers, Planners &amp; Land Surveyors CHARLOTTE • FORT MYERS • SARASOTA 10517 SIX MILE CYPRESS PARKWAY SUITE - 101 FORT MYERS, FLORIDA 33908 PHONE: (239) 939-5490 FAX: (239) 939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690</p>		<p align="center">NOTES AND CERTIFICATION COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13 MANATEE COUNTY, FLORIDA</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>PROJECT</th> <th>DRAWING</th> <th>DESIGN</th> <th>DRAWN</th> <th>CHECKED</th> <th>SCALE</th> <th>SHEET</th> <th>OF</th> <th>FILE NO. (S-T-R)</th> </tr> </thead> <tbody> <tr> <td>01-06-13</td> <td>2532</td> <td>CHSR5-P1-13</td> <td></td> <td>DRB</td> <td>RWR</td> <td></td> <td>1</td> <td>40</td> <td>25-34-18</td> </tr> </tbody> </table>										DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)	01-06-13	2532	CHSR5-P1-13		DRB	RWR		1	40	25-34-18
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)																						
01-06-13	2532	CHSR5-P1-13		DRB	RWR		1	40	25-34-18																						

EXHIBIT "2" continued

## COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

1. UNITS. PHASE 1 THROUGH 13 OF THE CONDOMINIUM CONTAINS A TOTAL OF FIFTY TWO (52) UNITS, IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED IN EXHIBIT HEREIN. TIME SHARE ESTATES WILL NOT BE CREATED WITH RESPECT TO ANY UNIT IN THE CONDOMINIUM. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:

A. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.

2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.

B. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

C. INTERIOR STAIRWAYS, HALLWAYS AND FOYERS. THE INTERIOR STAIRWAYS, HALLWAYS AND FOYERS OF ALL TYPE "B" SECOND FLOOR UNITS SHALL BE CONSIDERED PART OF THE UNIT BOUNDARY. IN ADDITION, THE FOYER AREA ON ALL TYPE "A" FIRST FLOOR UNITS SHALL BE CONSIDERED PART OF THE UNIT BOUNDARY.

D. COVERED SCREENED LANAIS. COVERED SCREENED LANAIS SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS, AS FURTHER SET FORTH IN 3A.

E. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREENS, WINDOWS, GLASS, AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED, HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.

F. EXCEPTIONS. ANY PIPING OR OTHER FIXTURES WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE ANOTHER UNIT OR UNITS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.

G. GENERAL. IN CASES NOT SPECIFICALLY COVERED HEREIN, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 1 (A) 1 AND 1 (A) 2 SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON THE SURVEY.

2. COMMON ELEMENTS. THE COMMON ELEMENTS INCLUDE:

A. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.

B. A MAILBOX FOR EACH UNIT, ALL OF WHICH ARE CENTRALLY LOCATED.

C. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.

D. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.

E. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.

F. LIMITED COMMON ELEMENTS; PROVIDED, HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL OWNERS.

G. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.

H. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.

3. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:

### GENERAL NOTES

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GENERAL NOTES  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CH5RS-P1-13		DRB	RMR		34	40	23-34-18

EXHIBIT "2" continued

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

A. COVERED SCREENED LANAIS. COVERED SCREENED LANAIS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THE UNIT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE AND CARE OF THE SCREENED LANAI, INCLUDING, WITHOUT LIMITATION, ALL WIRING, ELECTRIC OUTLETS, LIGHTING FIXTURES, SCREENING, OR SCREENED DOORS. A UNIT OWNER MAY INSTALL FLOOR COVERINGS (E.G. TILE) WITHIN A LANAI AFTER OBTAINING THE PRIOR WRITTEN APPROVAL OF THE BOARD. THE BOARD SHALL BE RESPONSIBLE FOR APPROVING THE DESIGN, STRUCTURAL INTEGRITY, AESTHETIC APPEAL AND CONSTRUCTION DETAILS, OR OTHERWISE, WHICH APPROVAL MAY BE UNREASONABLY WITHHELD.

B. GARAGES AND DRIVEWAYS. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE ENCLOSED GARAGE AND DRIVEWAY ABUTTING SAID GARAGE AS SHOWN HEREIN.

C. AIR SPACE AND LAND AREA FOR AIR HANDLING EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO THE BUILDING OCCUPIED BY THE AIR HANDLING EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT, ALL AS MORE PARTICULARLY SET FORTH HEREIN (AS TO PHASE 1 THROUGH 13). SUCH AIR HANDLING EQUIPMENT MAY BE PLACED ON A SINGLE PAD, WHICH PAD MAY BE SHARED BY MORE THAN ONE (1) UNIT.

D. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX. UPON SUCH ASSIGNMENT, THE MAILBOX SOASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAILBOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.

ALL DISTANCES SHOWN HEREON ARE APPROXIMATE & IN DECIMAL FORM.

**GENERAL NOTES**

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GENERAL NOTES  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13**  
MANATEE COUNTY, FLORIDA

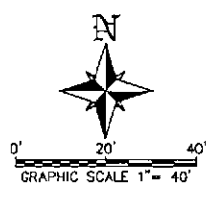
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR		35	40	23-34-1B

EXHIBIT "2" continued

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1

LYING IN

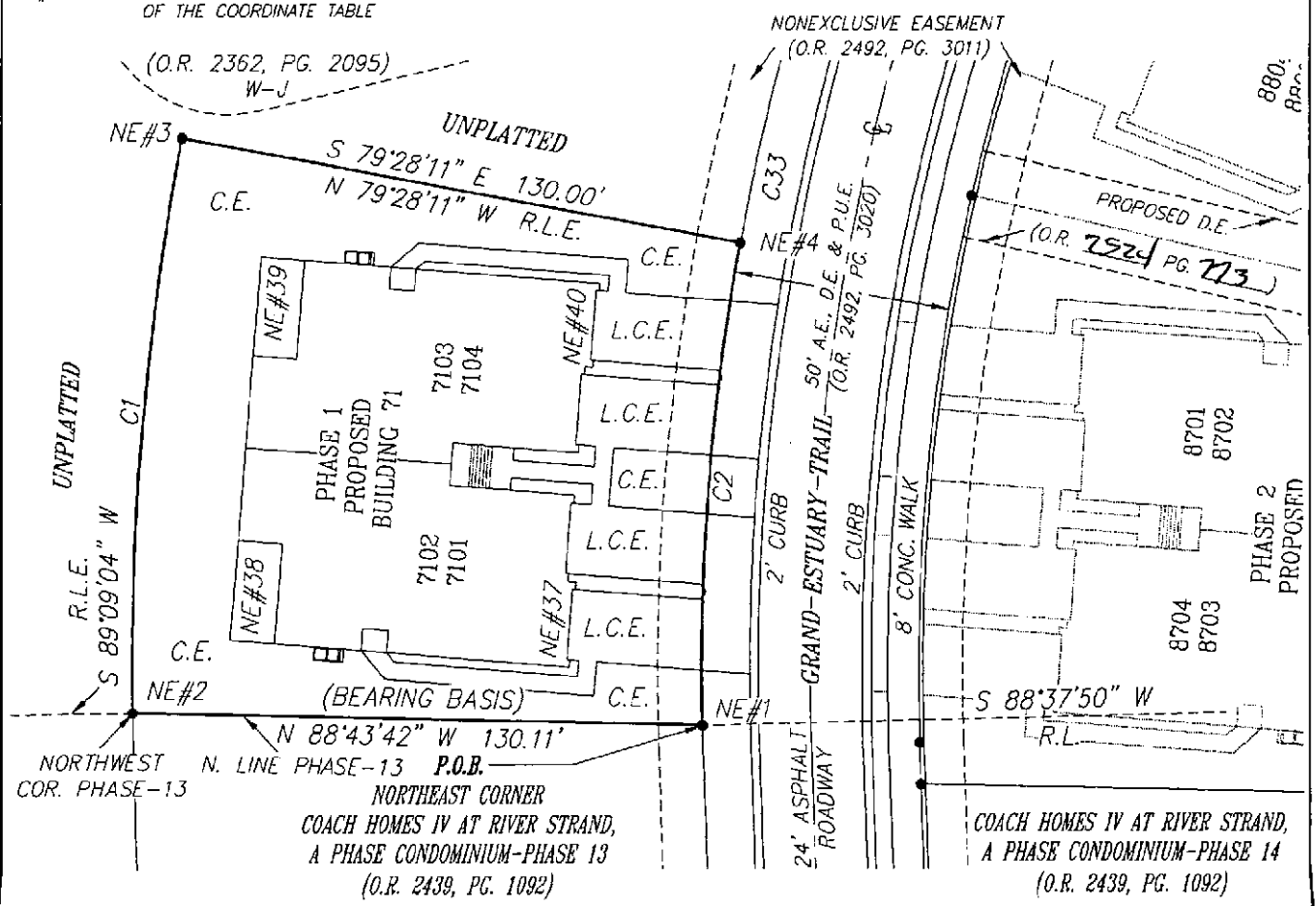
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



- LEGEND:**
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
  - PG. INDICATES PAGE
  - CONC. INDICATES CONCRETE
  - R.L. INDICATES RADIAL LINE
  - ⊕ INDICATES CENTERLINE
  - ENG INDICATES ENGINEERING
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.E. INDICATES DRAINAGE EASEMENT
  - P.O.B. INDICATES POINT OF BEGINNING
  - R.L.E. INDICATES RADIAL LINE EXTENDED
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L.C.E. INDICATES LIMITED COMMON ELEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	
C1	660.00'	11°22'45"	131.08'	130.86'	N 04°50'26" E	
C2	530.00'	11°53'59"	110.08'	109.88'	S 04°34'50" W	

COORDINATE TABLE		
POINT	NORTH	EAST
NE#1	1155182.50	503494.85
NE#2	1155185.38	503364.77
NE#3	1155315.78	503375.81
NE#4	1155292.02	503503.62
NE#37	1155195.66	503464.70
NE#38	1155201.81	503386.94
NE#39	1155288.87	503393.83
NE#40	1155282.72	503471.59



SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 9 OF 40 FOR THE PHASE 1 LEGAL DESCRIPTION.

## CONDOMINIUM SURVEY & PLOT PLAN

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-9490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6650

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1  
MANATEE COUNTY, FLORIDA

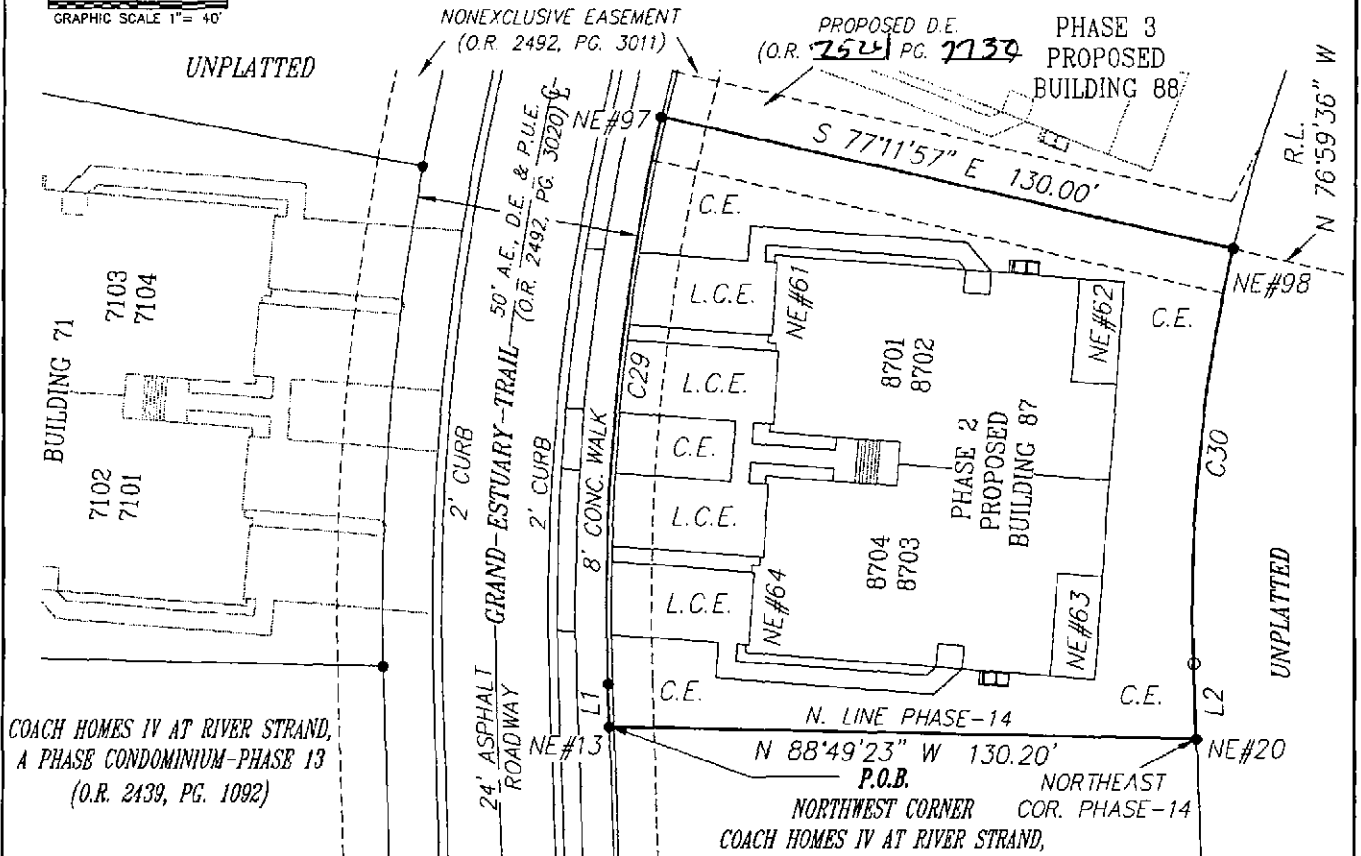
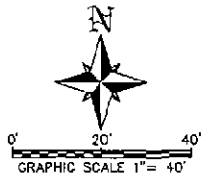
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS-P1-13		DRB	RMR	1" = 40'	8	40	23-34-18

EXHIBIT "2" continued

Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 2

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



COACH HOMES IV AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 13  
(O.R. 2439, PG. 1092)

COACH HOMES IV AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 14  
(O.R. 2439, PG. 1092)

**LEGEND:**

- INDICATES FOUND 5/8" IRON ROD (BANKS ENG LB-6690)
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
- PG. INDICATES PAGE
- COR. INDICATES CORNER
- R.L. INDICATES RADIAL LINE
- CONC. INDICATES CONCRETE
- ⊥ INDICATES CENTERLINE
- ENG INDICATES ENGINEERING
- A.E. INDICATES ACCESS EASEMENT
- C.E. INDICATES COMMON ELEMENT
- LB INDICATES LICENSED BUSINESS
- D.E. INDICATES DRAINAGE EASEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- O.R. INDICATES OFFICIAL RECORDS BOOK
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- C.U.E. INDICATES COUNTY UTILITY EASEMENT
- P.D.C. INDICATES POINT OF COMMENCEMENT
- L.C.E. INDICATES LIMITED COMMON ELEMENT
- L1 INDICATES LINE 1 OF THE LINE TABLE
- R.L.S. INDICATES REGISTERED LAND SURVEYOR
- L.M.F. INDICATES LAKE MAINTENANCE EASEMENT
- C1 INDICATES CURVE 1 OF THE CURVE TABLE
- NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C29	480.00'	14°56'00"	125.11'	124.75'	N 05°29'03" E
C30	350.00'	14°59'21"	91.56'	91.30'	S 05°30'44" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'
L2	S 01°58'57" E	16.51'

COORDINATE TABLE		
POINT	NORTH	EAST
NE#13	1155169.23	503545.31
NE#20	1155166.56	503675.48
NE#61	1155272.48	503581.84
NE#62	1155266.58	503659.62
NE#63	1155179.50	503653.01
NE#64	1155185.40	503575.24
NE#97	1155302.74	503556.91
NE#98	1155273.93	503683.68

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 11 OF 40 FOR THE PHASE 2 LEGAL DESCRIPTION.

### Banks Engineering

Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 539-5460 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 2  
MANATEE COUNTY, FLORIDA

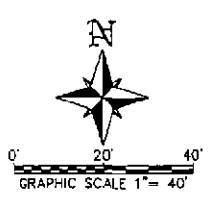
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01-06-14	2532	CHSR5-11-13		DRB	RMR	1" = 40'	10	40	23-34-18

EXHIBIT "2" continued

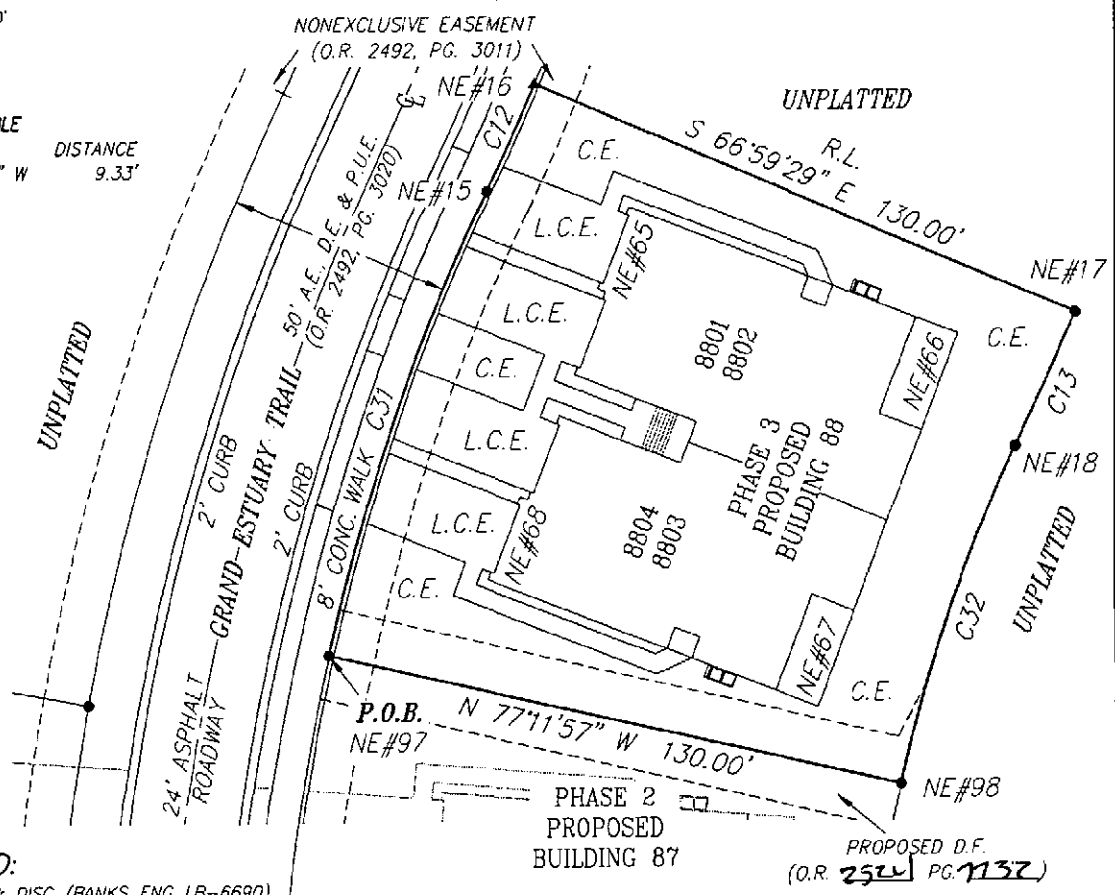
Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 3

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'



- LEGEND:**
- ▲ SET NAIL & DISC (BANKS ENG LB-6690)
  - INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
  - PG. INDICATES PAGE
  - CONC. INDICATES CONCRETE
  - R.L. INDICATES RADIAL LINE
  - ⊙ INDICATES CENTERLINE
  - ENG INDICATES ENGINEERING
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.E. INDICATES DRAINAGE EASEMENT
  - P.O.B. INDICATES POINT OF BEGINNING
  - R.L.E. INDICATES RADIAL LINE EXTENDED
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L.C.E. INDICATES LIMITED COMMON ELEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C12	530.00'	02°47'55"	25.89'	25.89'	N 24°24'28" E
C13	660.00'	02°47'55"	32.24'	32.24'	S 24°24'28" W
C29	480.00'	14°56'00"	125.11'	124.75'	N 05°29'03" E
C31	480.00'	12°51'22"	107.70'	107.48'	N 19°22'45" E
C32	350.00'	12°48'02"	78.19'	78.03'	S 19°24'25" W

COORDINATE TABLE		
POINT	NORTH	EAST
NE#13	1155169.23	503545.31
NE#14	1155178.56	503544.98
NE#15	1155404.13	503592.57
NE#16	1155427.70	503603.27
NE#17	1155376.89	503722.92
NE#18	1155347.53	503709.60
NE#65	1155400.62	503624.22
NE#66	1155372.33	503696.91
NE#67	1155290.94	503665.24
NE#97	1155302.74	503556.91
NE#98	1155273.93	503683.68

S 88°49'23" E  
N. LINE PHASE-14  
P.O.C.  
NORTHWEST CORNER  
COACH HOMES IV AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 14  
(O.R. 2439, PG. 1092)

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 13 OF 40 FOR THE PHASE 3 LEGAL DESCRIPTION.

### Banks Engineering

Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 836-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EE 8469  
SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 3  
MANATEE COUNTY, FLORIDA

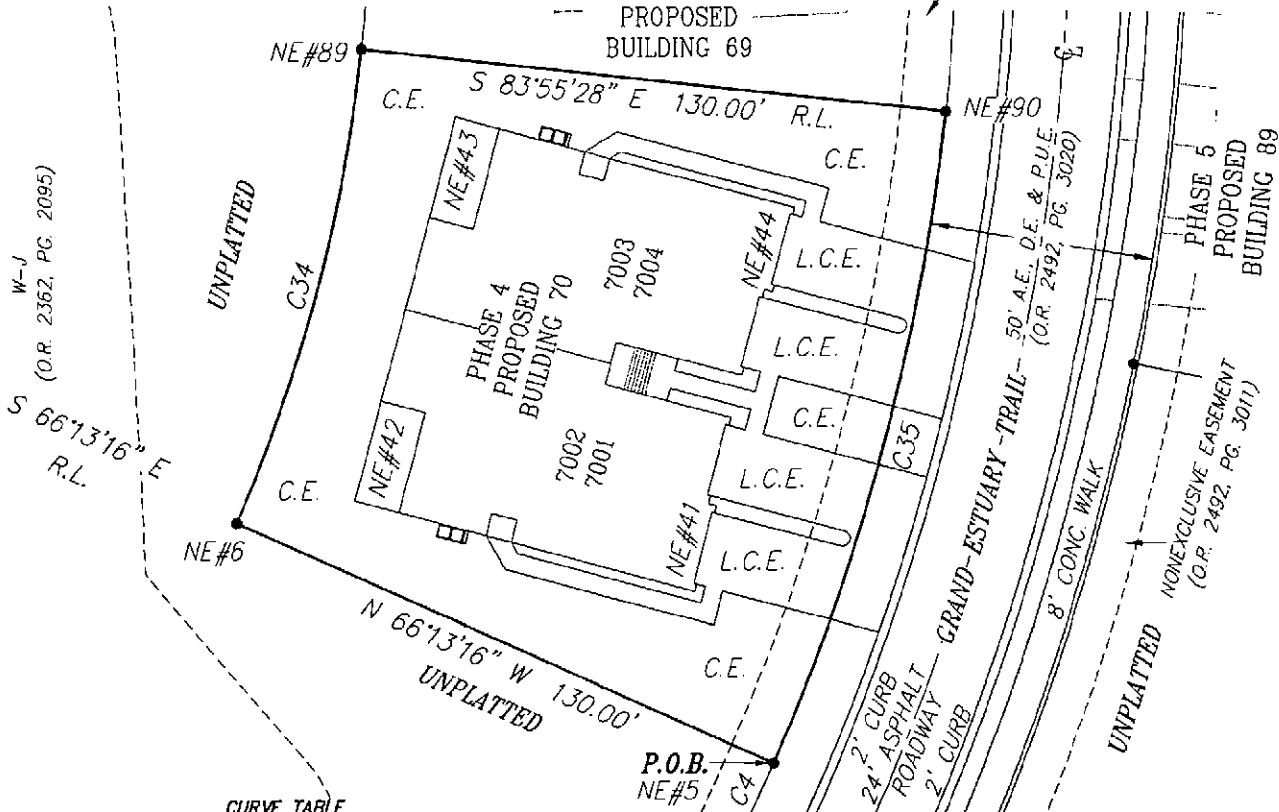
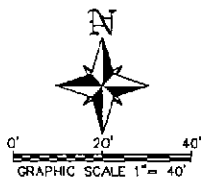
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01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 40'	12	40	23-34-18

EXHIBIT "2" continued

Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 4

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C4	480.00'	02°01'42"	16.99'	16.99'	N 24°47'35" E
C33	530.00'	27°10'36"	251.39'	249.04'	N 12°13'08" E
C34	350.00'	17°42'12"	108.14'	107.71'	N 14°55'38" E
C35	480.00'	17°42'12"	148.31'	147.72'	S 14°55'38" W

POINT	NORTH	EAST
NE#1	1155182.50	503494.85
NE#5	1155441.32	503554.68
NE#6	1155493.74	503435.72
NE#41	1155478.75	503537.35
NE#42	1155498.59	503461.91
NE#43	1155583.05	503484.13
NE#44	1155563.21	503559.56
NE#89	1155597.82	503463.46
NE#90	1155584.06	503592.73

S 88°43'42" E (BEARING BASIS) NE#1  
N. LINE PHASE-13 P.O.C.

NORTHEAST CORNER  
COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13  
(O.R. 2439, PG. 1092)

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYOR'S CERTIFICATION AND NOTES.  
SEE SHEET 15 OF 40 FOR THE PHASE 4 LEGAL DESCRIPTION.

### LEGEND:

- INDICATES SET 5/8" IRON ROD (BANKS' ENG LB-6690)
- PG. INDICATES PAGE
- COR. INDICATES CORNER
- R.L. INDICATES RADIAL LINE
- CONC. INDICATES CONCRETE
- ⊕ INDICATES CENTERLINE
- ENG INDICATES ENGINEERING
- A.E. INDICATES ACCESS EASEMENT
- C.E. INDICATES COMMON ELEMENT
- LB INDICATES LICENSED BUSINESS
- D.E. INDICATES DRAINAGE EASEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- O.R. INDICATES OFFICIAL RECORDS BOOK
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- C.U.E. INDICATES COUNTY UTILITY EASEMENT
- P.O.C. INDICATES POINT OF COMMENCEMENT
- L1 INDICATES LINE 1 OF THE LINE TABLE
- R.L.S. INDICATES REGISTERED LAND SURVEYOR
- L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
- C1 INDICATES CURVE 1 OF THE CURVE TABLE
- NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

### Banks Engineering

Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 839-5480 FAX: (239) 939-2523  
ENGINEERING LICENSE # 68 5469  
SURVEY LICENSE # LB 6690

### CONDOMINIUM SURVEY & PLOT PLAN

COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 4  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 40'	14	40	23-34-18

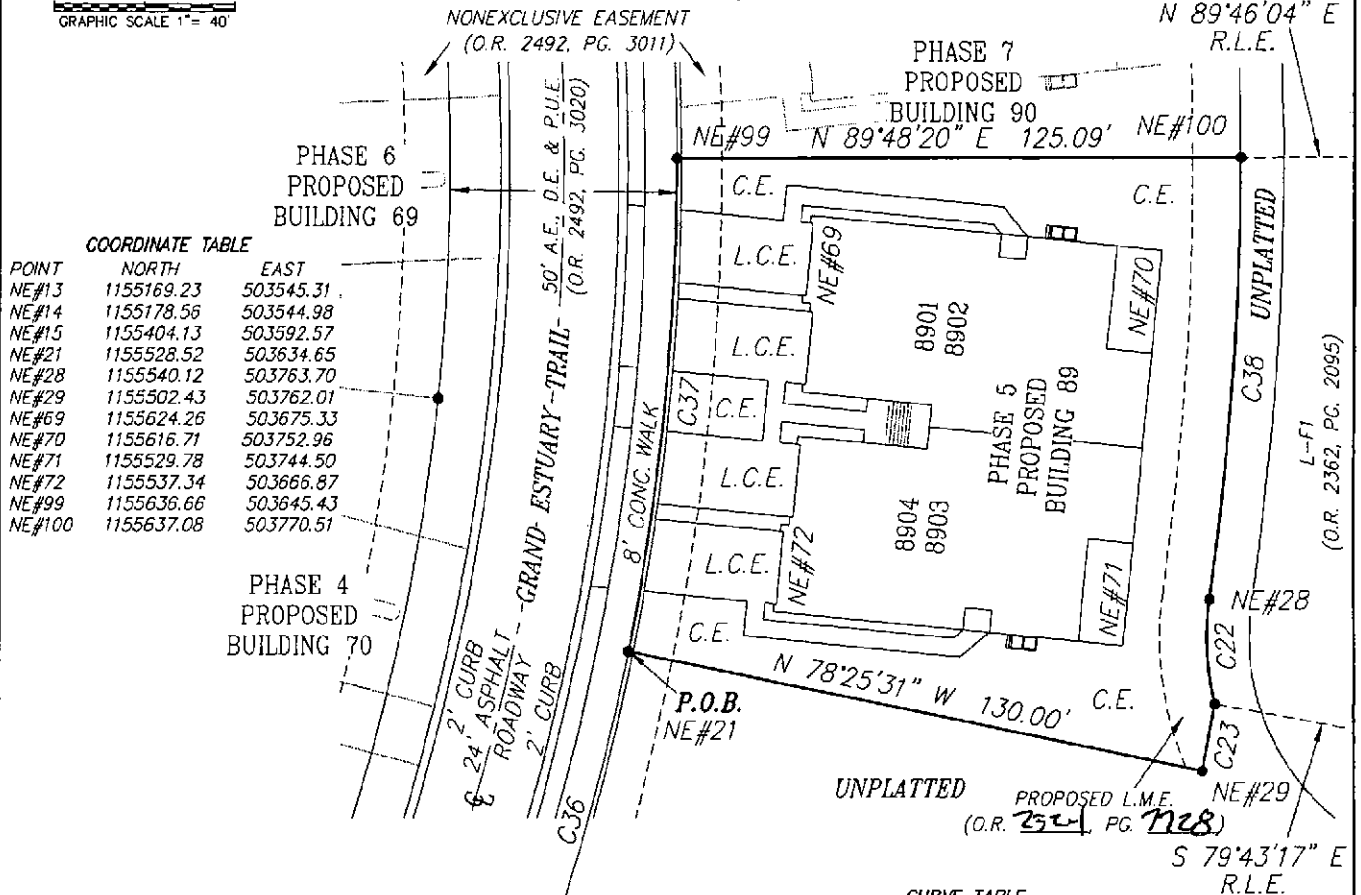
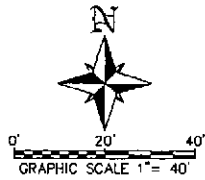


EXHIBIT "2" continued

Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 5

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



COORDINATE TABLE

POINT	NORTH	EAST
NE#13	1155169.23	503545.31
NE#14	1155178.56	503544.98
NE#15	1155404.13	503592.57
NE#21	1155528.52	503634.65
NE#28	1155540.12	503763.70
NE#29	1155502.43	503762.01
NE#69	1155624.26	503675.33
NE#70	1155616.71	503752.96
NE#71	1155529.78	503744.50
NE#72	1155537.34	503666.87
NE#99	1155636.66	503645.43
NE#100	1155637.08	503770.51

**LEGEND:**

- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
- PG. INDICATES PAGE
- COR. INDICATES CORNER
- CONC. INDICATES CONCRETE
- ⊕ INDICATES CENTERLINE
- ENG INDICATES ENGINEERING
- A.E. INDICATES ACCESS EASEMENT
- C.E. INDICATES COMMON ELEMENT
- LB INDICATES LICENSED BUSINESS
- D.E. INDICATES DRAINAGE EASEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- R.L.E. INDICATES RADIAL LINE EXTENDED
- O.R. INDICATES OFFICIAL RECORDS BOOK
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- C.U.E. INDICATES COUNTY UTILITY EASEMENT
- P.O.C. INDICATES POINT OF COMMENCEMENT
- L1 INDICATES LINE 1 OF THE LINE TABLE
- R.L.S. INDICATES REGISTERED LAND SURVEYOR
- L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
- C1 INDICATES CURVE 1 OF THE CURVE TABLE
- NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C11	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
C22	60.00'	22°09'17"	23.20'	23.06'	S 02°48'48" E
C23	660.00'	01°17'46"	14.93'	14.93'	S 10°55'36" W
C36	530.00'	14°13'57"	131.65'	131.32'	N 18°41'27" E
C37	530.00'	11°46'10"	108.87'	108.68'	N 05°41'24" E
C38	656.11'	08°29'46"	97.29'	97.20'	S 04°00'57" W

LINE TABLE

LINE	BEARING	DISTANCE
11	N 01°58'57" W	9.33'

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 17 OF 40 FOR THE PHASE 5 LEGAL DESCRIPTION.

### Banks Engineering

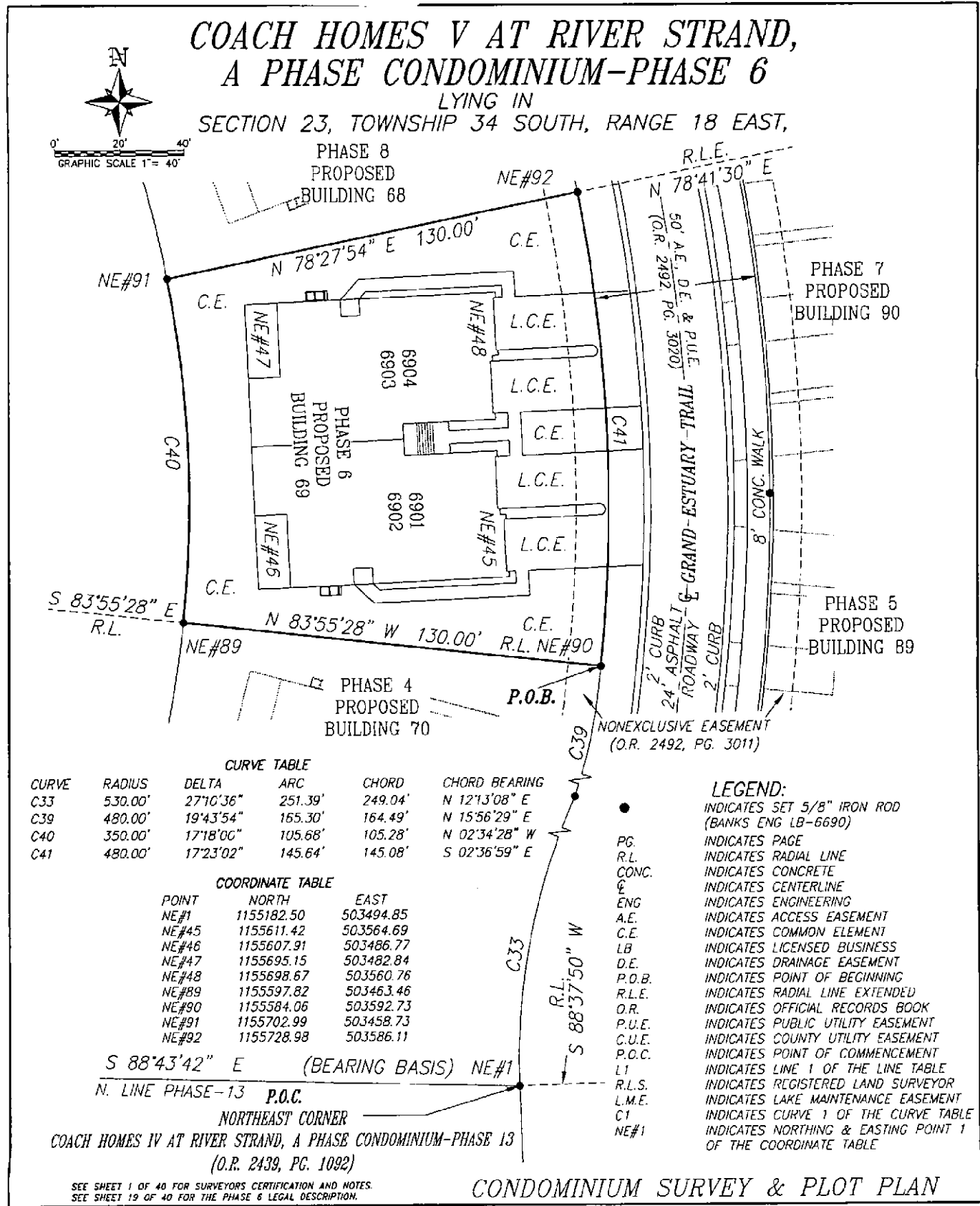
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
16511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33908  
PHONE: (239) 939-5480 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 5  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS-P1-13		DRB	RMR	1" = 40'	16	40	25-34-18

EXHIBIT "2" continued

Not being submitted at this time



**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C33	530.00'	27°10'36"	251.39'	249.04'	N 12°13'08" E
C39	480.00'	19°43'54"	155.30'	164.49'	N 15°56'29" E
C40	350.00'	17°18'06"	105.68'	105.28'	N 02°34'28" W
C41	480.00'	17°23'02"	145.64'	145.08'	S 02°36'59" E

**COORDINATE TABLE**

POINT	NORTH	EAST
NE#1	1155182.50	503494.85
NE#45	1155611.42	503564.69
NE#46	1155607.91	503486.77
NE#47	1155695.15	503482.84
NE#48	1155698.67	503560.76
NE#89	1155597.82	503463.46
NE#90	1155584.06	503592.73
NE#91	1155702.99	503458.73
NE#92	1155728.98	503586.11

S 88°43'42" E (BEARING BASIS) NE#1  
N. LINE PHASE-13 P.O.C.

NORTHEAST CORNER  
COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13  
(O.R. 2439, PG. 1092)

- LEGEND:**
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
  - PG. INDICATES PAGE
  - R.L. INDICATES RADIAL LINE
  - CONC. INDICATES CONCRETE
  - ± INDICATES CENTERLINE
  - ENG INDICATES ENGINEERING
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.E. INDICATES DRAINAGE EASEMENT
  - P.O.B. INDICATES POINT OF BEGINNING
  - R.L.E. INDICATES RADIAL LINE EXTENDED
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 19 OF 40 FOR THE PHASE 6 LEGAL DESCRIPTION.

**Banks Engineering**

Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

**CONDOMINIUM SURVEY & PLOT PLAN**

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 6  
MANATEE COUNTY, FLORIDA

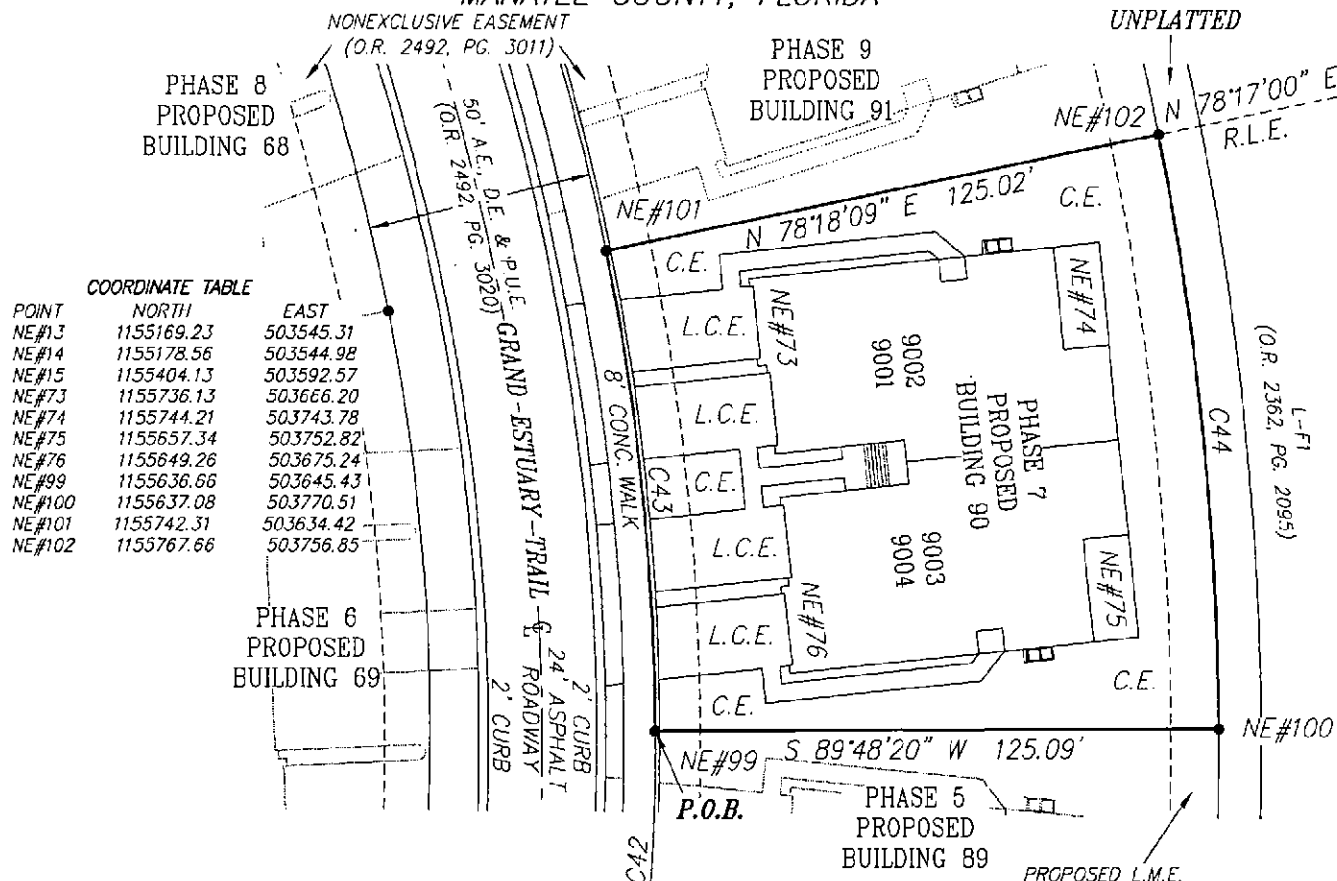
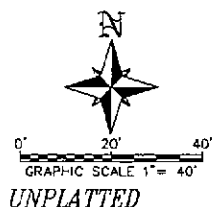
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01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 40'	18	40	23-34-18

EXHIBIT "2" continued

Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 7

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



**COORDINATE TABLE**

POINT	NORTH	EAST
NE#13	1155169.23	503545.31
NE#14	1155178.56	503544.98
NE#15	1155404.13	503592.57
NE#73	1155736.13	503666.20
NE#74	1155744.21	503743.78
NE#75	1155657.34	503752.82
NE#76	1155649.26	503675.24
NE#99	1155636.66	503645.43
NE#100	1155637.08	503770.51
NE#101	1155742.31	503634.42
NE#102	1155767.66	503756.85

- LEGEND:**
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
  - PG. INDICATES PAGE
  - COR. INDICATES CORNER
  - CONC. INDICATES CONCRETE
  - ⊕ INDICATES CENTERLINE
  - ENG INDICATES ENGINEERING
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.F. INDICATES DRAINAGE EASEMENT
  - P.O.B. INDICATES POINT OF BEGINNING
  - R.L.E. INDICATES RADIAL LINE EXTENDED
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C11	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
C42	530.00'	26°00'07"	240.52'	238.46'	S 12°48'23" W
C43	530.00'	11°30'10"	106.40'	106.22'	S 05°56'46" E
C44	656.11'	11°29'03"	131.51'	131.29'	S 05°58'28" E

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'

NE#15 CURVE C11 RADIUS 480.00' DELTA 27°47'23" ARC 232.81' CHORD 230.54' CHORD BEARING N 11°54'44" E

NE#14 CURVE C42 RADIUS 530.00' DELTA 26°00'07" ARC 240.52' CHORD 238.46' CHORD BEARING S 12°48'23" W

NE#13 CURVE C43 RADIUS 530.00' DELTA 11°30'10" ARC 106.40' CHORD 106.22' CHORD BEARING S 05°56'46" E

NE#100 CURVE C44 RADIUS 656.11' DELTA 11°29'03" ARC 131.51' CHORD 131.29' CHORD BEARING S 05°58'28" E

NE#99 S 89°48'20" W 125.09'

NE#101 N 78°18'09" E 125.02'

NE#102 N 78°17'00" E

NE#74

NE#73

NE#76

NE#75

NE#13 N 88°49'23" W 130.20'

N. LINE PHASE-14

P.O.C. NORTHWEST CORNER

COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14 (O.R. 2439, PG. 1092)

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 21 OF 40 FOR THE PHASE 7 LEGAL DESCRIPTION.

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EE 8469  
SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 7  
MANATEE COUNTY, FLORIDA

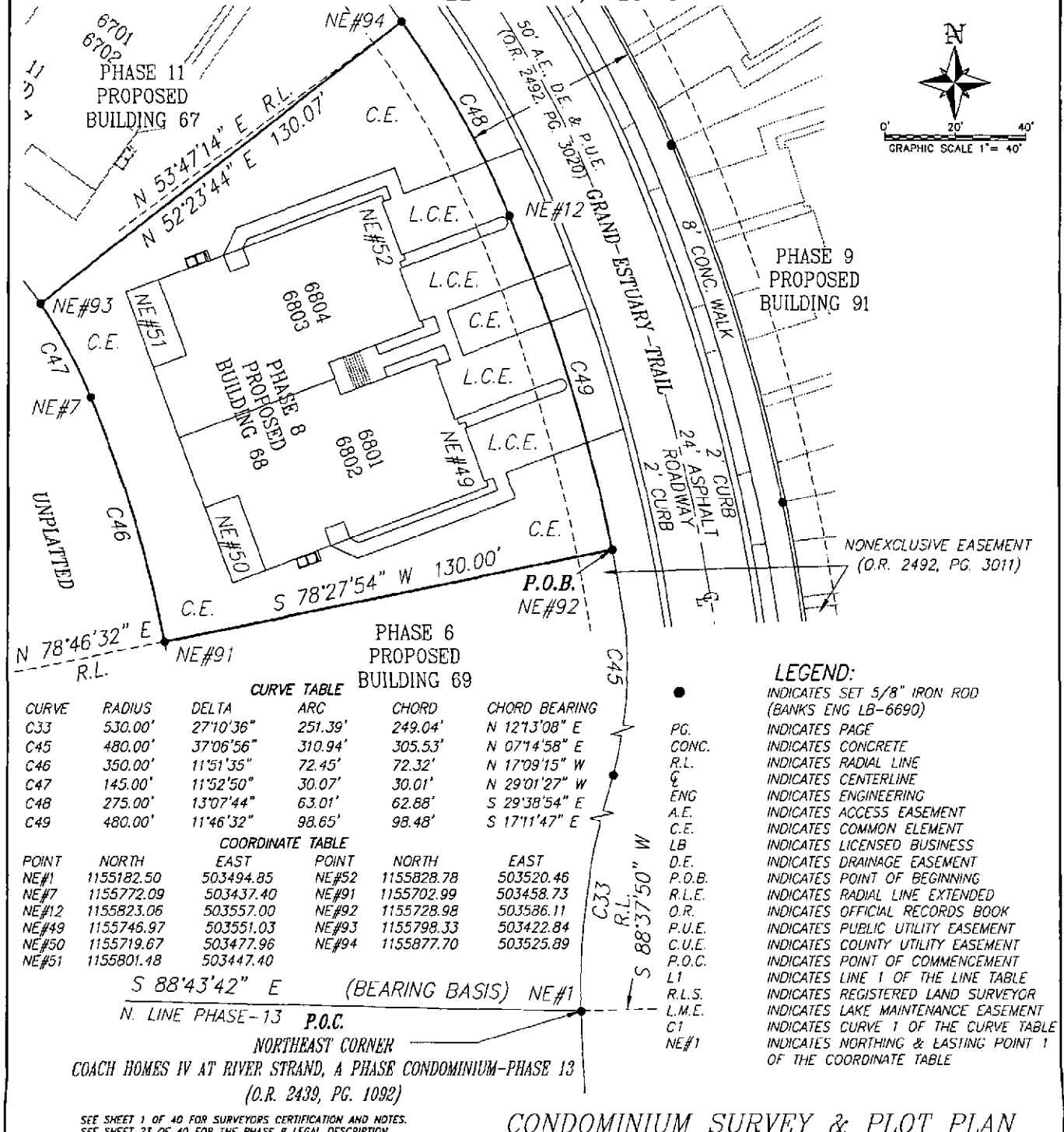
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 40'	20	40	23-34-1B

EXHIBIT "2" continued

Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 8

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



**PHASE 6 PROPOSED BUILDING 69**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C33	530.00'	27°10'36"	251.39'	249.04'	N 12°13'08" E
C45	480.00'	37°06'56"	310.94'	305.53'	N 07°14'58" E
C46	350.00'	11°51'35"	72.45'	72.32'	N 17°09'15" W
C47	145.00'	11°52'50"	30.07'	30.01'	N 29°01'27" W
C48	275.00'	13°07'44"	63.01'	62.88'	S 29°38'54" E
C49	480.00'	11°46'32"	98.65'	98.48'	S 17°11'47" E

POINT	NORTH	EAST	POINT	NORTH	EAST
NE#1	1155182.50	503494.85	NE#52	1155828.78	503520.46
NE#7	1155772.09	503437.40	NE#91	1155702.99	503458.73
NE#12	1155823.06	503557.00	NE#92	1155728.98	503586.11
NE#49	1155746.97	503551.03	NE#93	1155798.33	503422.84
NE#50	1155719.67	503477.96	NE#94	1155877.70	503525.89
NE#51	1155801.48	503447.40			

S 88°43'42" E (BEARING BASIS) NE#1  
N. LINE PHASE-13 P.O.C.  
NORTHEAST CORNER  
COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13  
(O.R. 2439, PG. 1092)

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 23 OF 40 FOR THE PHASE 8 LEGAL DESCRIPTION.

## CONDOMINIUM SURVEY & PLOT PLAN

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33956  
PHONE: (239) 839-5480 FAX: (239) 839-2523  
ENGINEERING LICENSE # EB 8469  
SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 8  
MANATEE COUNTY, FLORIDA

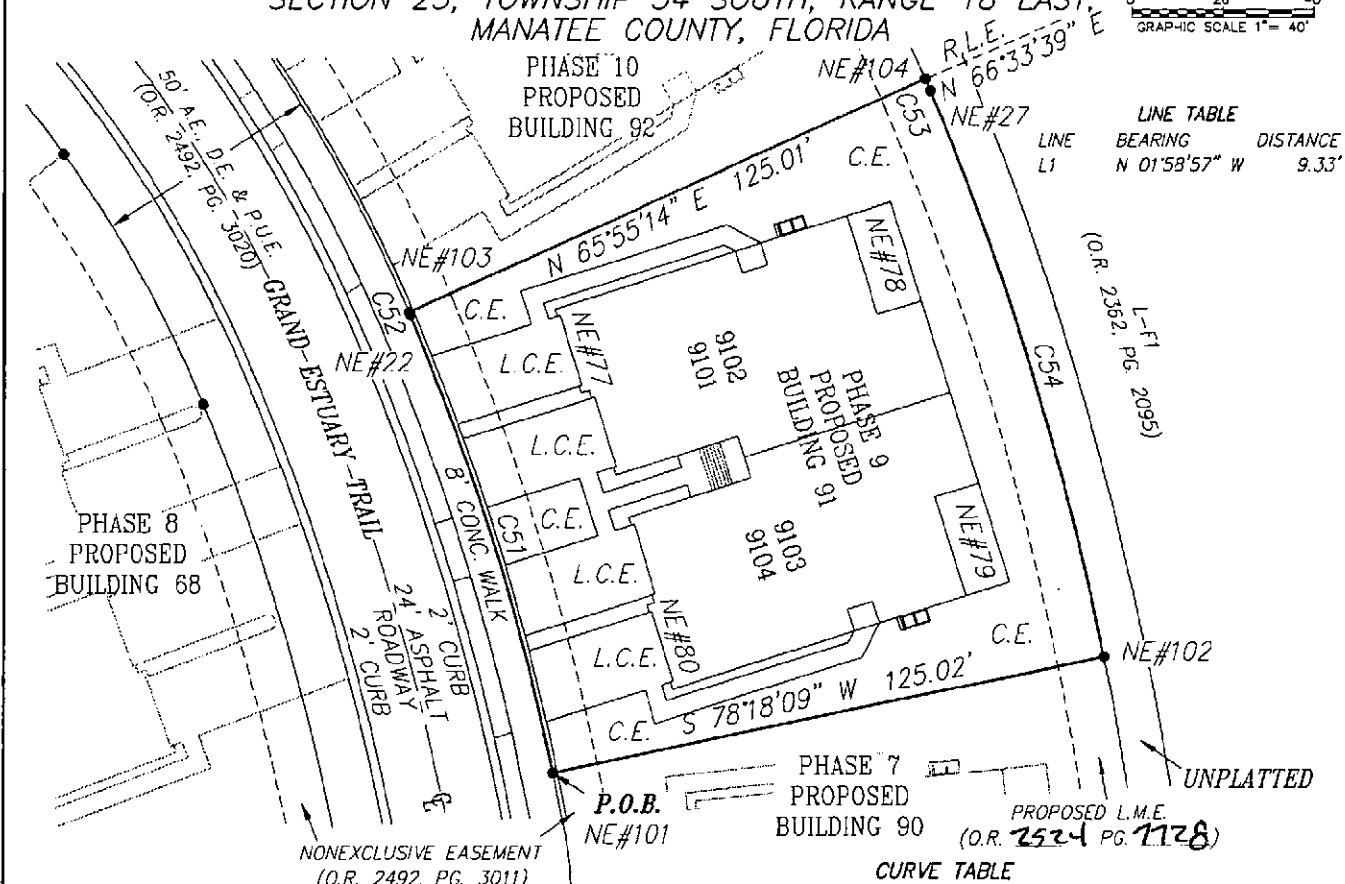
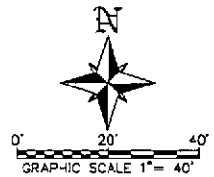
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR	1" = 40'	22	40	23-34-18

EXHIBIT "2" continued

Not being submitted at this time

## COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 9

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'

- LEGEND:**
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-5690)
  - PG. INDICATES PAGE
  - COR. INDICATES CORNER
  - CONC. INDICATES CONCRETE
  - ⊕ INDICATES CENTERLINE
  - ENG INDICATES ENGINEERING
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.E. INDICATES DRAINAGE EASEMENT
  - P.O.B. INDICATES POINT OF BEGINNING
  - R.L.E. INDICATES RADIAL LINE EXTENDED
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C11	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
C50	530.00'	37°30'17"	346.93'	340.77'	N 07°03'18" E
C51	530.00'	11°23'12"	105.33'	105.16'	N 17°23'27" W
C52	325.00'	00°06'31"	0.62'	0.62'	N 23°08'18" W
C53	450.00'	00°21'18"	2.79'	2.79'	S 23°15'42" E
C54	656.11'	11°22'03"	130.17'	129.96'	S 17°24'01" E

**COORDINATE TABLE**

POINT	NORTH	EAST	POINT	NORTH	EAST
NE#13	1155169.23	503545.31	NE#78	1155867.31	503709.35
NE#14	1155178.56	503544.98	NE#79	1155784.00	503735.54
NE#15	1155404.13	503592.57	NE#80	1155760.61	503661.13
NE#22	1155842.66	503602.99	NE#10	1155742.31	503634.42
NE#27	1155891.67	503717.98	NE#10	1155767.66	503756.85
NE#77	1155843.92	503634.94	NE#103	1155843.23	503602.75
			NE#104	1155894.23	503716.88

N 88°49'23" W 130.20'  
N. LINE PHASE-14  
P.O.C. NORTHWEST CORNER  
COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 14  
(O.R. 2439, PG. 1092)

### CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYOR'S CERTIFICATION AND NOTES.  
SEE SHEET 25 OF 40 FOR THE PHASE 9 LEGAL DESCRIPTION.

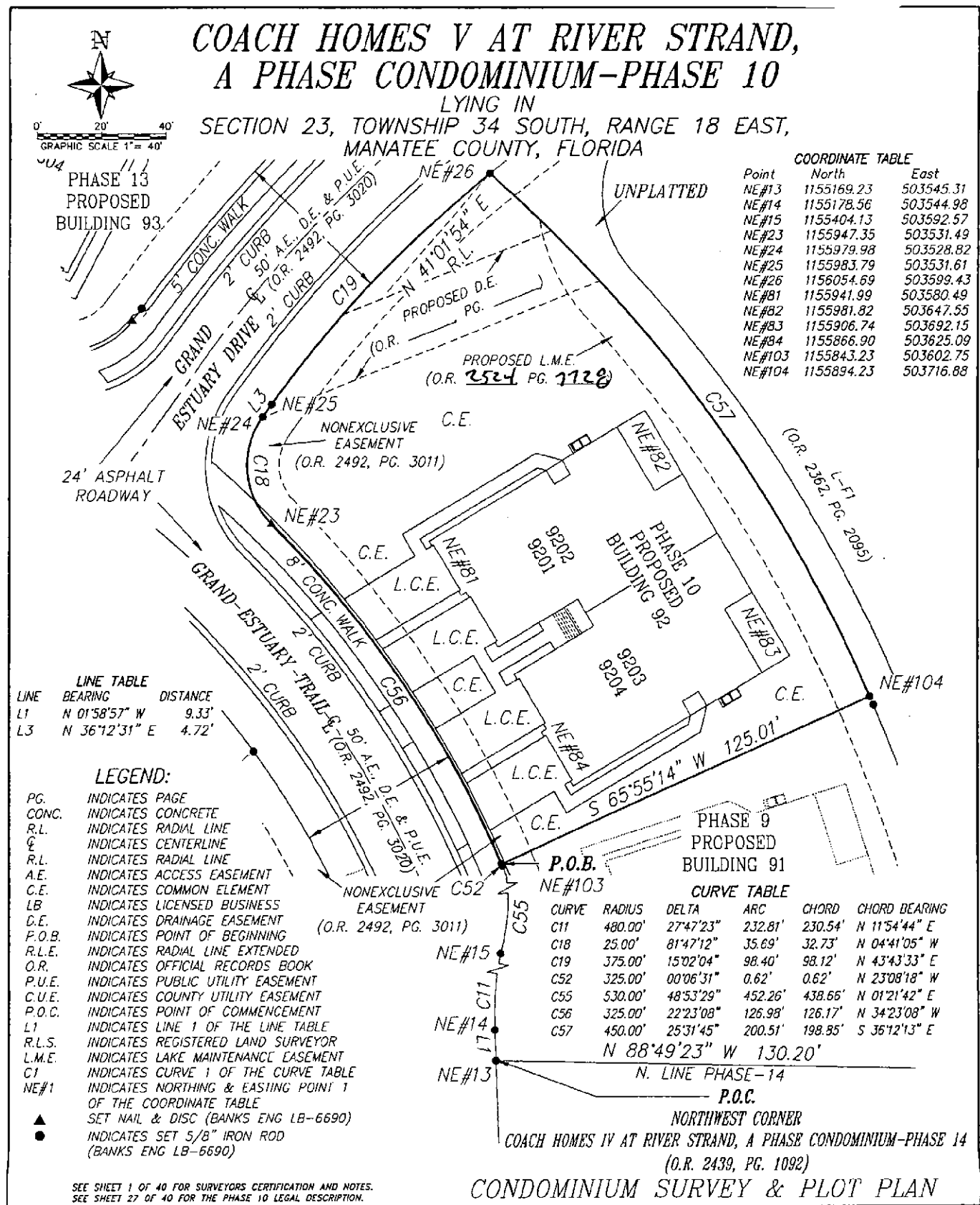
**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33968  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 5469  
SURVEY LICENSE # LB 5690

**CONDOMINIUM SURVEY & PLOT PLAN**  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 9**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS-P1-13		DRB	RMR	1" = 40'	24	40	23-34-18

EXHIBIT "2" continued

Not being submitted at this time



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'
L3	N 36°12'31" E	4.72'

- LEGEND:**
- PG. INDICATES PAGE
  - CONC. INDICATES CONCRETE
  - R.L. INDICATES RADIAL LINE
  - CL INDICATES CENTERLINE
  - R.L. INDICATES RADIAL LINE
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.E. INDICATES DRAINAGE EASEMENT
  - P.O.B. INDICATES POINT OF BEGINNING
  - R.L.E. INDICATES RADIAL LINE EXTENDED
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE
  - ▲ SET NAIL & DISC (BANKS ENG LB-6690)
  - INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)

**COORDINATE TABLE**

Point	North	East
NE#13	1155169.23	503545.31
NE#14	1155178.56	503544.98
NE#15	1155404.13	503592.57
NE#23	1155947.35	503531.49
NE#24	1155979.98	503528.82
NE#25	1155983.79	503531.61
NE#26	1156054.69	503599.43
NE#81	1155941.99	503580.49
NE#82	1155981.82	503647.55
NE#83	1155906.74	503692.15
NE#84	1155866.90	503625.09
NE#103	1155843.23	503602.75
NE#104	1155894.23	503716.88

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C11	480.00'	27°47'23"	232.81'	230.54'	N 11°54'44" E
C18	25.00'	81°47'12"	35.69'	32.73'	N 04°41'05" W
C19	375.00'	15°02'04"	98.40'	98.12'	N 43°43'33" E
C52	325.00'	00°06'31"	0.62'	0.62'	N 23°08'18" W
C55	530.00'	48°53'29"	452.26'	438.66'	N 01°21'42" E
C56	325.00'	22°23'08"	126.99'	126.17'	N 34°23'08" W
C57	450.00'	25°31'45"	200.51'	198.85'	S 35°12'13" E

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 27 OF 40 FOR THE PHASE 10 LEGAL DESCRIPTION.

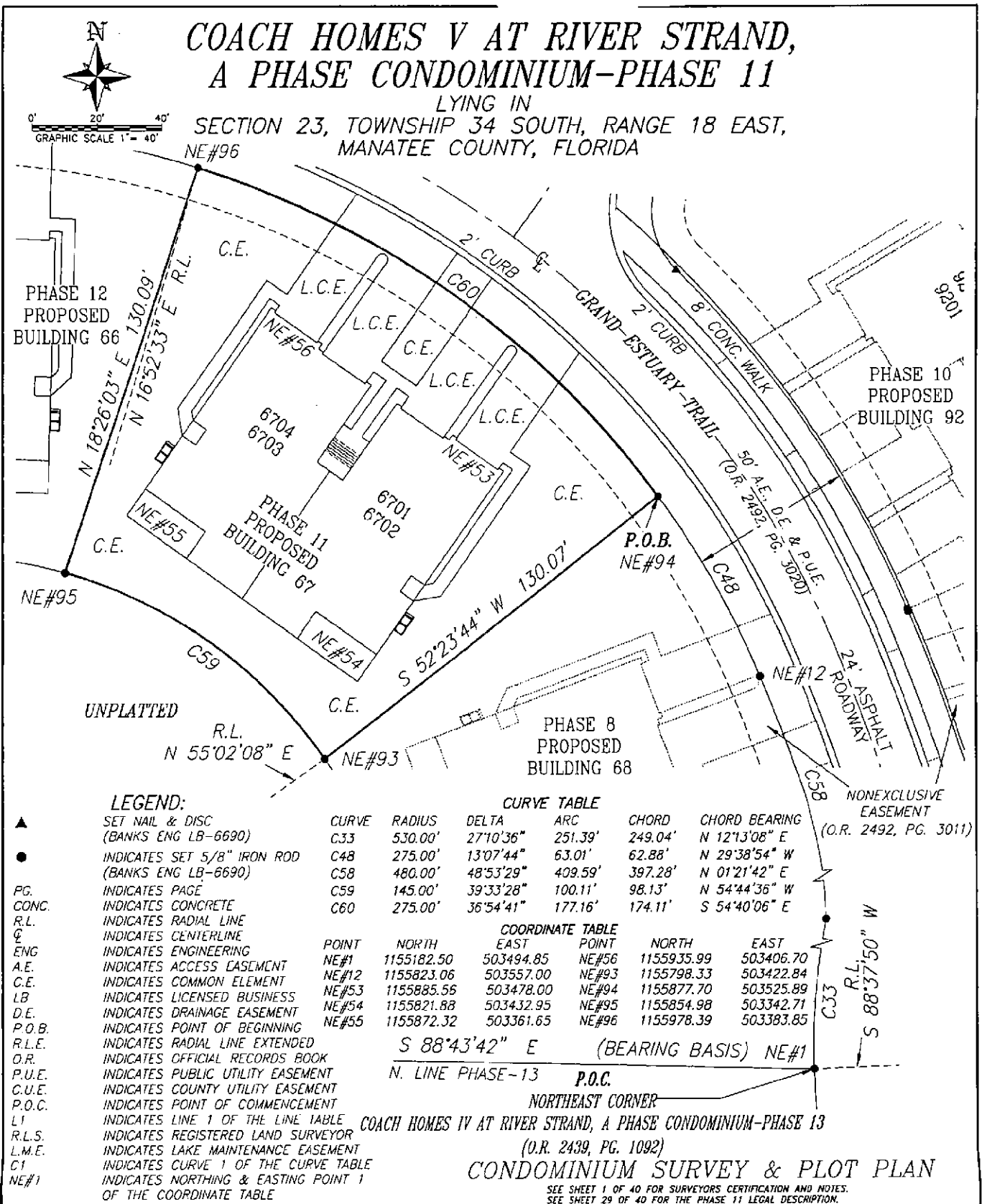
**Banks Engineering**  
 Professional Engineers, Planners & Land Surveyors  
 CHARLOTTE • FORT MYERS • SARASOTA  
 10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 939-5490 FAX: (239) 939-2523  
 ENGINEERING LICENSE # EB 8489  
 SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 10**  
 MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS5-P1-13		DRB	RMR	1" = 40'	26	40	23-34-18

EXHIBIT "2" continued

Not being submitted at this time



**LEGEND:**

- ▲ SET NAIL & DISC (BANKS ENG LB-6690)
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
- PG. INDICATES PAGE
- CONC. INDICATES CONCRETE
- R.L. INDICATES RADIAL LINE
- ☉ INDICATES CENTERLINE
- ENG INDICATES ENGINEERING
- A.E. INDICATES ACCESS EASEMENT
- C.E. INDICATES COMMON ELEMENT
- LB INDICATES LICENSED BUSINESS
- D.E. INDICATES DRAINAGE EASEMENT
- P.O.B. INDICATES POINT OF BEGINNING
- R.L.E. INDICATES RADIAL LINE EXTENDED
- O.R. INDICATES OFFICIAL RECORDS BOOK
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- C.U.E. INDICATES COUNTY UTILITY EASEMENT
- P.O.C. INDICATES POINT OF COMMENCEMENT
- L1 INDICATES LINE 1 OF THE LINE TABLE
- R.L.S. INDICATES REGISTERED LAND SURVEYOR
- L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
- C1 INDICATES CURVE 1 OF THE CURVE TABLE
- NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C33	530.00'	27°10'36"	251.39'	249.04'	N 12°13'08" E
C48	275.00'	13°07'44"	63.01'	62.88'	N 29°38'54" W
C58	480.00'	48°53'29"	409.59'	397.28'	N 01°21'42" E
C59	145.00'	39°33'28"	100.11'	98.13'	N 54°44'36" W
C60	275.00'	36°54'41"	177.16'	174.11'	S 54°40'06" E

**COORDINATE TABLE**

POINT	NORTH	EAST	POINT	NORTH	EAST
NE#1	1155182.50	503494.85	NE#56	1155935.99	503406.70
NE#12	1155823.06	503557.00	NE#93	1155798.33	503422.84
NE#53	1155885.58	503478.00	NE#94	1155877.70	503525.89
NE#54	1155821.88	503432.95	NE#95	1155854.98	503342.71
NE#55	1155872.32	503361.65	NE#96	1155978.39	503383.85

S 88°43'42" E (BEARING BASIS) NE#1  
 N. LINE PHASE-13  
 P.O.C. NORTHEAST CORNER

COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13  
 (O.R. 2439, PG. 1092)  
**CONDOMINIUM SURVEY & PLOT PLAN**  
 SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
 SEE SHEET 29 OF 40 FOR THE PHASE 11 LEGAL DESCRIPTION.

**Banks Engineering**  
 Professional Engineers, Planners & Land Surveyors  
 CHARLOTTE • FORT MYERS • SARASOTA  
 105-1 SIX MILE CYPRESS PARKWAY SUITE - 101  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 839-5400 FAX: (239) 839-2323  
 ENGINEERING LICENSE # EB 6469  
 SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
 COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 11  
 MANATEE COUNTY, FLORIDA

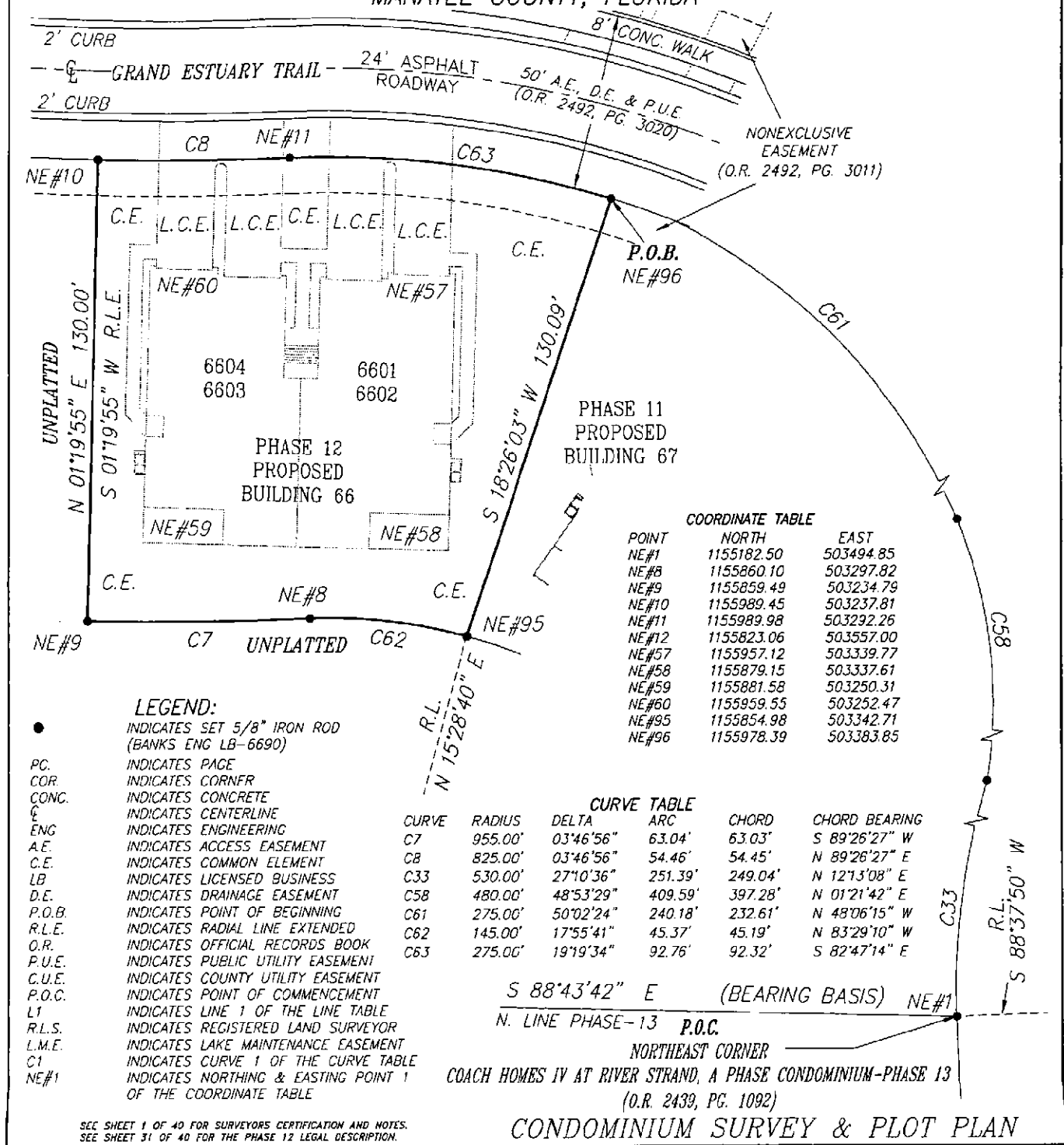
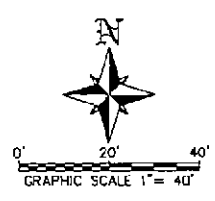
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO (S-T-R)
01-08-14	2532	CHSR3-P1-13		DRB	RMR	1" = 40'	28	40	23-34-1B

EXHIBIT "2" continued

Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 12

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



- LEGEND:**
- INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
  - P.C. INDICATES PAGE
  - COR. INDICATES CORNER
  - CONC. INDICATES CONCRETE
  - CL INDICATES CENTERLINE
  - ENG INDICATES ENGINEERING
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.E. INDICATES DRAINAGE EASEMENT
  - P.O.B. INDICATES POINT OF BEGINNING
  - R.L.E. INDICATES RADIAL LINE EXTENDED
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

**COORDINATE TABLE**

POINT	NORTH	EAST
NE#1	1155182.50	503494.85
NE#8	1155860.10	503297.82
NE#9	1155859.49	503234.79
NE#10	1155989.45	503237.81
NE#11	1155989.98	503292.26
NE#12	1155823.06	503557.00
NE#57	1155957.12	503339.77
NE#58	1155879.15	503337.61
NE#59	1155881.58	503250.31
NE#60	1155959.55	503252.47
NE#95	1155854.98	503342.71
NE#96	1155978.39	503383.85

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C7	955.00'	03°46'56"	63.04'	63.03'	S 89°26'27" W
C8	825.00'	03°46'56"	54.46'	54.45'	N 89°26'27" E
C33	530.00'	27°10'36"	251.39'	249.04'	N 12°13'08" E
C58	480.00'	48°53'29"	409.59'	397.28'	N 01°21'42" E
C61	275.00'	50°02'24"	240.18'	232.61'	N 48°06'15" W
C62	145.00'	17°55'41"	45.37'	45.19'	N 83°29'10" W
C63	275.00'	19°19'34"	92.76'	92.32'	S 82°47'14" E

S 88°43'42" E (BEARING BASIS) NE#1  
 N. LINE PHASE-13 P.O.C.  
 NORTHEAST CORNER  
 COACH HOMES IV AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13  
 (O.R. 2439, PG. 1092)

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
 SEE SHEET 31 OF 40 FOR THE PHASE 12 LEGAL DESCRIPTION.

<b>Banks Engineering</b>		CONDOMINIUM SURVEY & PLOT PLAN							
Professional Engineers, Planners & Land Surveyors CHARLOTTE • FORT MYERS • SARASOTA 10511 SIX MILE CYPRESS PARKWAY SUITE - 101 FORT MYERS, FLORIDA 33966 PHONE: (239) 939-5450 FAX: (239) 939-2523 ENGINEERING LICENSE # EB 8465 SURVEY LICENSE # LB 6690		COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 12 MANATEE COUNTY, FLORIDA							
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 40'	30	40	23-34-18

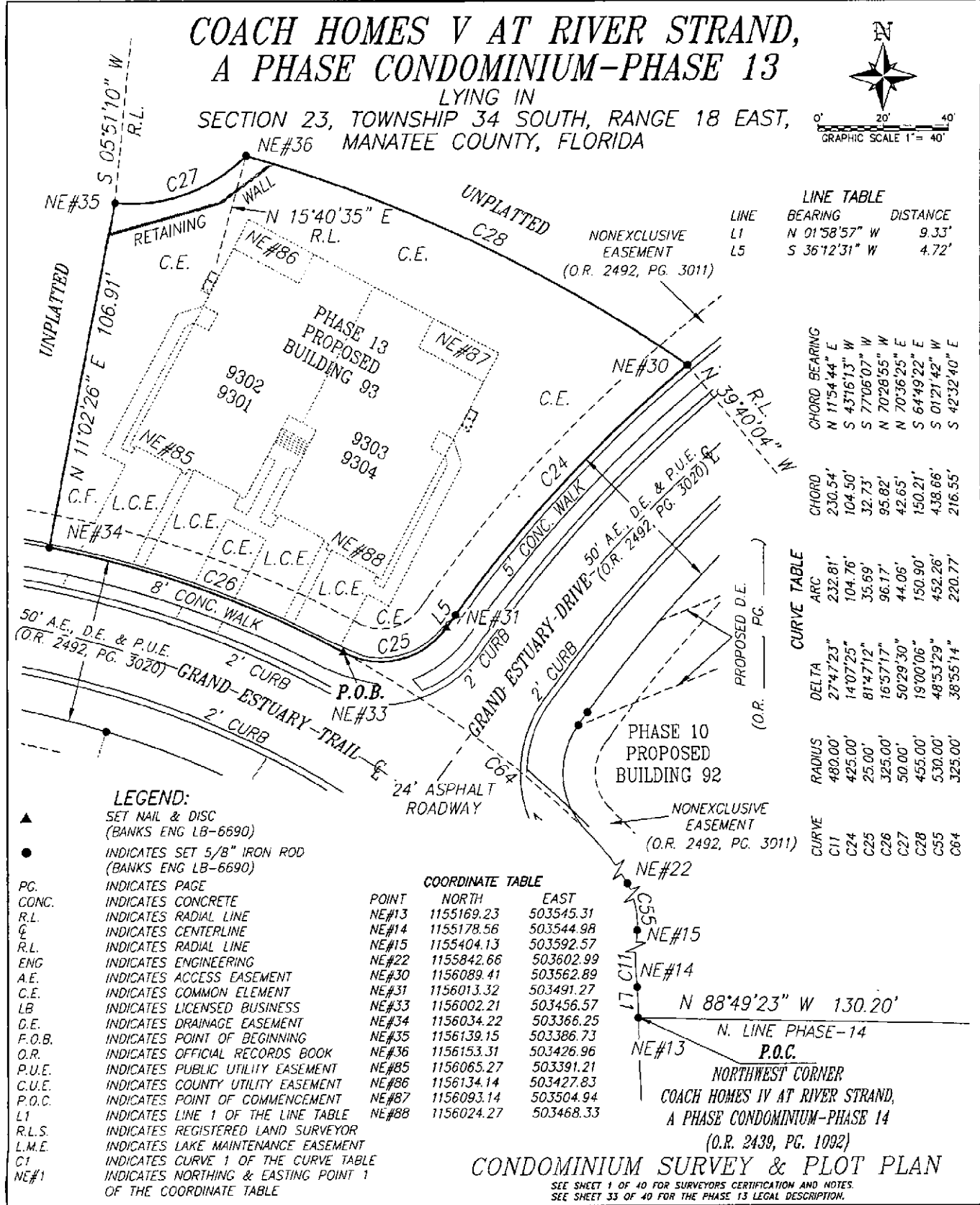
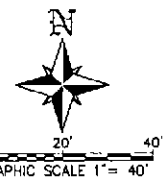


EXHIBIT "2" continued

Not being submitted at this time

# COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
NE#36 MANATEE COUNTY, FLORIDA



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 01°58'57" W	9.33'
L5	S 36°12'31" W	4.72'

**CHORD BEARING**

N 11°54'44" E
S 43°16'13" W
S 77°06'07" W
N 70°28'55" E
N 70°36'25" E
S 64°49'22" E
S 01°21'42" W
S 42°32'40" E

**CURVE TABLE**

ARC	DELTA	RADIUS	CURVE
232.81'	27°47'23"	480.00'	C11
104.76'	14°07'25"	425.00'	C24
35.69'	81°47'12"	25.00'	C25
96.17'	16°57'17"	325.00'	C26
44.06'	50°29'30"	50.00'	C27
150.90'	19°00'06"	455.00'	C28
452.26'	48°53'29"	530.00'	C55
220.77'	38°55'14"	325.00'	C64

- LEGEND:**
- ▲ SET NAIL & DISC (BANKS ENG LB-6690)
  - INDICATES SET 5/8" IRON ROD (BANKS ENG LB-6690)
  - PG. INDICATES PAGE
  - CONC. INDICATES CONCRETE
  - R.L. INDICATES RADIAL LINE
  - ℄ INDICATES CENTERLINE
  - R.L. INDICATES RADIAL LINE
  - ENG INDICATES ENGINEERING
  - A.E. INDICATES ACCESS EASEMENT
  - C.E. INDICATES COMMON ELEMENT
  - LB INDICATES LICENSED BUSINESS
  - D.E. INDICATES DRAINAGE EASEMENT
  - F.O.B. INDICATES POINT OF BEGINNING
  - O.R. INDICATES OFFICIAL RECORDS BOOK
  - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
  - C.U.E. INDICATES COUNTY UTILITY EASEMENT
  - P.O.C. INDICATES POINT OF COMMENCEMENT
  - L1 INDICATES LINE 1 OF THE LINE TABLE
  - R.L.S. INDICATES REGISTERED LAND SURVEYOR
  - L.M.E. INDICATES LAKE MAINTENANCE EASEMENT
  - C1 INDICATES CURVE 1 OF THE CURVE TABLE
  - NE#1 INDICATES NORTHING & EASTING POINT 1 OF THE COORDINATE TABLE

**COORDINATE TABLE**

POINT	NORTH	EAST
NE#13	1155169.23	503545.31
NE#14	1155178.56	503544.98
NE#15	1155404.13	503592.57
NE#22	1155842.66	503602.99
NE#30	1156089.41	503562.89
NE#31	1156013.32	503491.27
NE#33	1156002.21	503456.57
NE#34	1156034.22	503366.25
NE#35	1156139.15	503386.73
NE#36	1156153.31	503426.96
NE#85	1156065.27	503391.21
NE#86	1156134.14	503427.83
NE#87	1156093.14	503504.94
NE#88	1156024.27	503468.33

NONEXCLUSIVE EASEMENT (O.R. 2492, PG. 3011)

PHASE 10 PROPOSED BUILDING 92

NONEXCLUSIVE EASEMENT (O.R. 2492, PG. 3011)

NE#22

NE#15

NE#14

NE#13

N 88°49'23" W 130.20'

N. LINE PHASE-14

P.O.C.

NORTHWEST CORNER  
COACH HOMES IV AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 14  
(O.R. 2439, PG. 1092)

## CONDOMINIUM SURVEY & PLOT PLAN

SEE SHEET 1 OF 40 FOR SURVEYORS CERTIFICATION AND NOTES.  
SEE SHEET 33 OF 40 FOR THE PHASE 13 LEGAL DESCRIPTION.

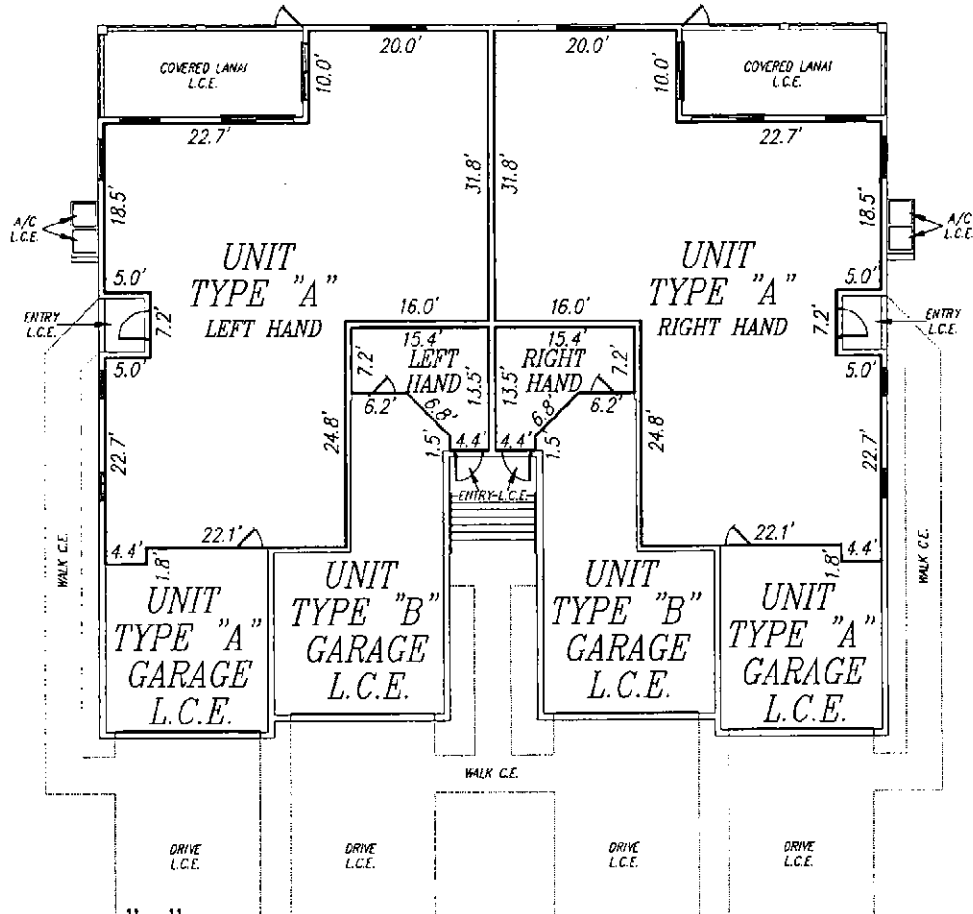
**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 938-5400 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 8469  
SURVEY LICENSE # LB 6690

CONDOMINIUM SURVEY & PLOT PLAN  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 13**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 40'	32	40	23-34-18

EXHIBIT "2" continued

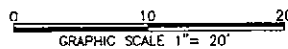
**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13**  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



**TYPE "A"**  
PHASE NO. UNIT NO.  
LEFT-RIGHT

- |    |            |
|----|------------|
| 1  | 7101, 7104 |
| 2  | 8701, 8704 |
| 3  | 8801, 8804 |
| 4  | 7001, 7004 |
| 5  | 8901, 8904 |
| 6  | 6901, 6904 |
| 7  | 9001, 9004 |
| 8  | 6801, 6804 |
| 9  | 9101, 9104 |
| 10 | 9201, 9204 |
| 11 | 6701, 6704 |
| 12 | 6601, 6604 |
| 13 | 9301, 9304 |

**FIRST FLOOR**



**LEGEND**

A/C = AIR-CONDITION UNIT  
L.C.E. = LIMITED COMMON ELEMENT

**FIRST FLOOR UNIT BOUNDARIES**

**Banks Engineering**  
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33906  
PHONE: (239) 939-5490 FAX: (239) 329-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

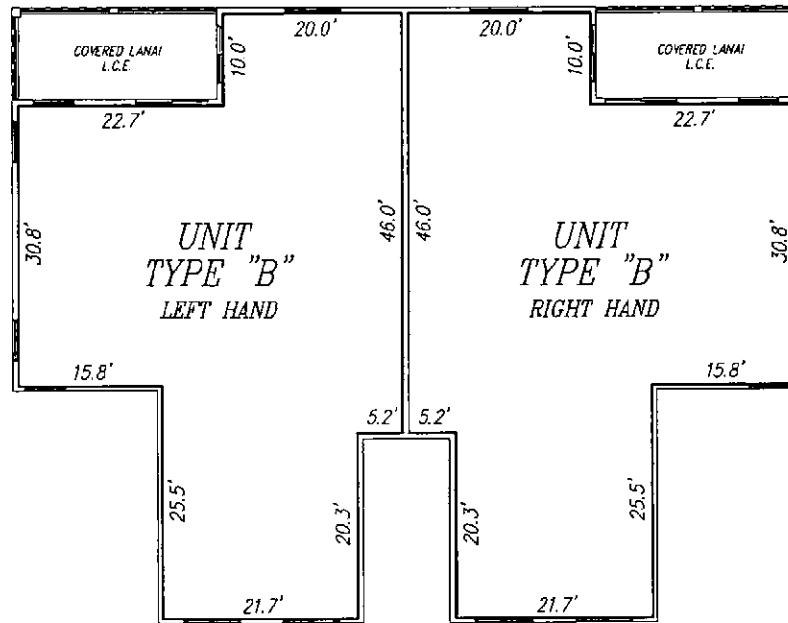
**FIRST FLOOR UNIT BOUNDARIES**  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13**  
**MANATEE COUNTY, FLORIDA**

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSR5-P1-13		DRB	RMR	1" = 20'	36	40	23-34-18

EXHIBIT "2" continued

*COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13*

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA

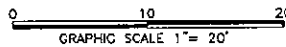


SECOND FLOOR

**TYPE "B"**

PHASE NO. UNIT NO.  
LEFT-RIGHT

1	7102, 7103
2	8702, 8703
3	8802, 8803
4	7002, 7003
5	8902, 8903
6	6902, 6903
7	9002, 9003
8	6802, 6803
9	9102, 9103
10	9202, 9203
11	6702, 6703
12	6602, 6603
13	9302, 9303



**LEGEND**

L.C.E. = LIMITED COMMON ELEMENT

SECOND FLOOR UNIT BOUNDARIES

**Banks Engineering**

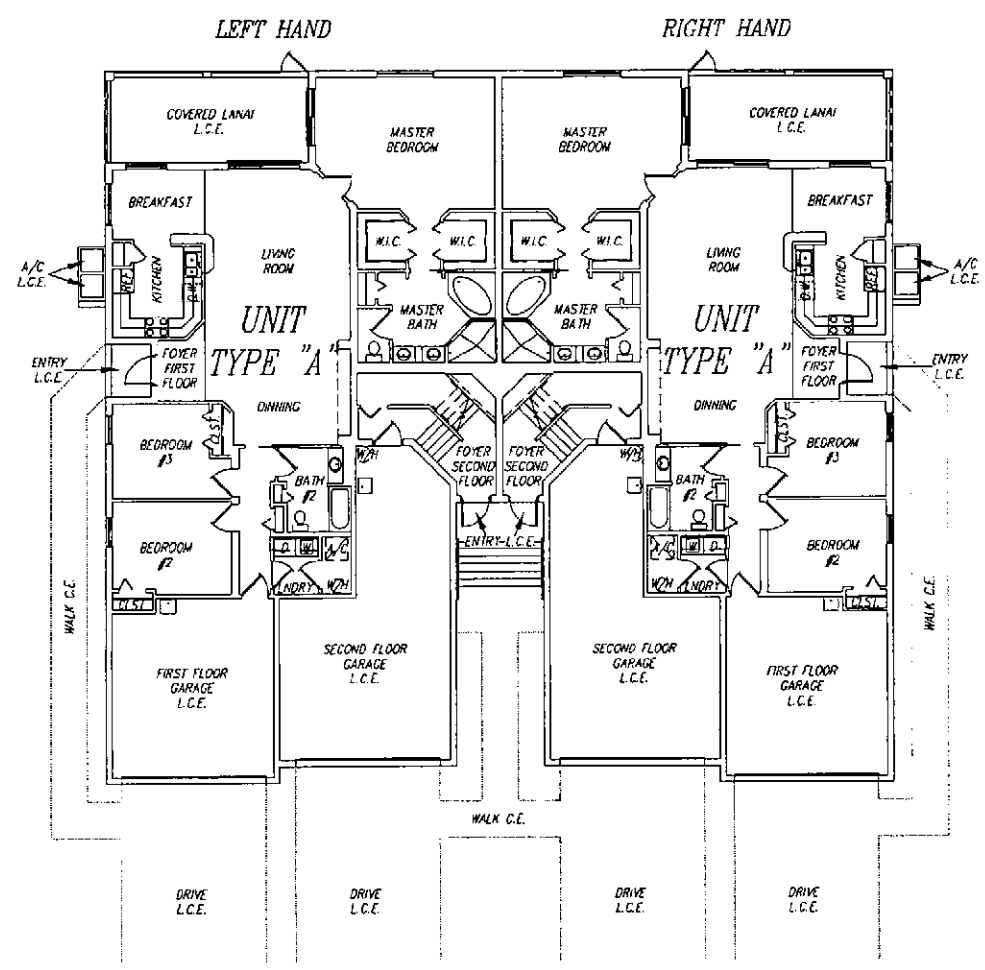
Professional Engineers, Planners & Land Surveyors  
CHARLOTTE • FORT MYERS • SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5460 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

SECOND FLOOR UNIT BOUNDARIES  
COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHSRS-P1-13		DRB	RMR	1" = 20'	37	40	23-34-18

Exhibit "2" continued

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13**  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



**TYPE "A"**

PHASE NO.	UNIT NO.
	LEFT-RIGHT
1	7101, 7104
2	8701, 8704
3	8801, 8804
4	7001, 7004
5	8901, 8904
6	6901, 6904
7	9001, 9004
8	6801, 6804
9	9101, 9104
10	9201, 9204
11	6701, 6704
12	6601, 6604
13	9301, 9304

**FIRST FLOOR PLAN**

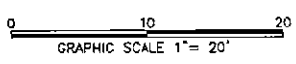
**TYPE "A"**  
**UNIT ROOM SIZE (TYPICAL)**

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	19.8'X14.4'
LIVING ROOM	18.7'X16'
DINING ROOM	11.6'X11.4'
BREAKFAST	10'X7.5'
KITCHEN	10'X10'
BEDROOM 2	13.1'X10.1'
BEDROOM 3	13.1'X10.4'
BATHROOM 2	9.2'X7.2'
MASTER BATH	15.2'X9.8'
HALLWAY	3.5'X16.0'
GARAGE	17.9'X19.0'
FOYER	4.3'X9.5'
LANAI	22'X9.3'

**FIRST FLOOR, FLOOR PLAN**

- LEGEND**
- D = DRYER
  - W = WASHER
  - CLST. = CLOSET
  - D/W = DISH WASHER
  - REF. = REFRIGERATOR
  - W/H = WATER HEATER
  - W.I.C. = WALK IN CLOSET
  - C.E. = COMMON ELEMENT
  - A/C = AIR-CONDITION UNIT
  - L.C.E. = LIMITED COMMON ELEMENT



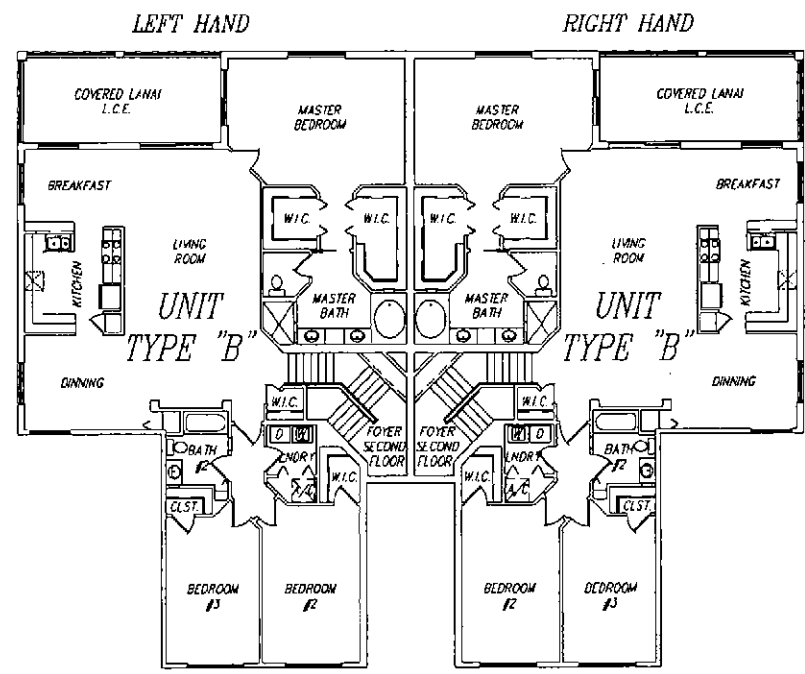
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ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6680

**FIRST FLOOR, FLOOR PLAN**  
**COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13**  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CHRS-P1-13		DRB	RMR	1" = 20'	38	40	23-34-18

Exhibit "2" continued

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13**  
LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



**TYPE "B"**

PHASE NO.	UNIT NO.	LEFT	RIGHT
1	7102	7103	
2	8702	8703	
3	8802	8803	
4	7002	7003	
5	8902	8903	
6	6902	6903	
7	9002	9003	
8	6802	6803	
9	9102	9103	
10	9202	9203	
11	6702	6703	
12	6602	6603	
13	9302	9303	

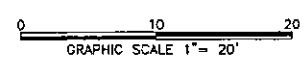
**SECOND FLOOR PLAN**

**TYPE "B"**

**UNIT ROOM SIZE (TYPICAL)**

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	19.7'X13.9'
LIVING ROOM	27.5'X15.2'
DINING ROOM	11'X10.2'
BREAKFAST	11'X8'
KITCHEN	10.8'X10.8'
BEDROOM 2	17.2'X10.9'
BEDROOM 3	16'X10.3'
BATHROOM 2	8'X7'
MASTER BATH	15.8'X10'
STAIRWAY	3.6'X24.0'
HALLWAY	3.7'X16.2'
GARAGE	18.9'X34.4'
FOYER	22'X9.3'
LANAI	22'X9.3'



- LEGEND**
- D = DRYER
  - W = WASHER
  - CLST. = CLOSET
  - D/W = DISH WASHER
  - REF. = REFRIGERATOR
  - W/H = WATER HEATER
  - W.I.C. = WALK IN CLOSET
  - C.E. = COMMON ELEMENT
  - A/C = AIR-CONDITION UNIT
  - L.C.E. = LIMITED COMMON ELEMENT

**SECOND FLOOR, FLOOR PLAN**

<p align="center"><b>Banks Engineering</b></p> <p align="center">Professional Engineers, Planners &amp; Land Surveyors</p> <p align="center">CHARLOTTE • FORT MYERS • SARASOTA</p> <p align="center">10511 SIX MILE CYPRESS PARKWAY SUITE - 101</p> <p align="center">FORT MYERS, FLORIDA 33905</p> <p align="center">PHONE: (239) 939-3400 FAX: (239) 939-2523</p> <p align="center">ENGINEERING LICENSE # EB 6469</p> <p align="center">SURVEY LICENSE # LB 6680</p>	<p>SECOND FLOOR, FLOOR PLAN</p> <p><b>COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13</b></p> <p>MANATEE COUNTY, FLORIDA</p>																			
	<table border="1"> <thead> <tr> <th>DATE</th> <th>PROJECT</th> <th>DRAWING</th> <th>DESIGN</th> <th>DRAWN</th> <th>CHECKED</th> <th>SCALE</th> <th>SHEET</th> <th>OF</th> <th>FILE NO. (S-T-R)</th> </tr> </thead> <tbody> <tr> <td>01-06-14</td> <td>2532</td> <td>CH5RS-P1-13</td> <td></td> <td>DRB</td> <td>RMR</td> <td>1" = 20'</td> <td>39</td> <td>40</td> <td>23-34-18</td> </tr> </tbody> </table>	DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)	01-06-14	2532	CH5RS-P1-13		DRB	RMR	1" = 20'	39	40
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)											
01-06-14	2532	CH5RS-P1-13		DRB	RMR	1" = 20'	39	40	23-34-18											

Exhibit "2" continued

**COACH HOMES V AT RIVER STRAND,  
A PHASE CONDOMINIUM-PHASE 1-13**

LYING IN  
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST,  
MANATEE COUNTY, FLORIDA



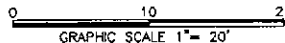
FRONT ELEVATION



LEFT SIDE ELEVATION



REAR ELEVATION



*ELEVATION PLAN*

**Banks Engineering**

Professional Engineers, Planners & Land Surveyors  
CHARLOTTE ♦ FORT MYERS ♦ SARASOTA  
10511 SIX MILE CYPRESS PARKWAY SUITE - 101  
FORT MYERS, FLORIDA 33968  
PHONE: (239) 939-5490 FAX: (239) 938-2523  
ENGINEERING LICENSE # EB 5469  
SURVEY LICENSE # LS 6690

ELEVATION PLAN

COACH HOMES V AT RIVER STRAND, A PHASE CONDOMINIUM-PHASE 1-13  
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
01-06-14	2532	CH6RS-P1-13		DRB	RMR	1" = 20'	40	40	23-34-18

**EXHIBIT 3**

**ARTICLES OF INCORPORATION**

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COACH HOMES V AT RIVER STRAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on February 10, 2014, as shown by the records of this office.

The document number of this corporation is N14000001204.

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



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State