

MASTER DECLARATION OF EASEMENTS
COVENANTS AND RESTRICTIONS
FOR BARTON FARMS, INC.

.. OFFICIAL RECORDS ..
BOOK 2959 PAGE 644

THIS MASTER DECLARATION is made this 1st day of JUNE, 1996 by BARTON FARMS, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, DECLARANT owns certain property located in Sarasota County, Florida, as more particularly described in Exhibit "A" attached hereto ("TOTAL PROPERTY") which property DECLARANT intends to develop into one (1) or more single family subdivisions containing a maximum authorized density of three hundred twenty-one (321) LOTS ("BARTON FARMS PROJECT" or "PROJECT"); and

WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities of the BARTON FARMS PROJECT, and the maintenance of its COMMON PROPERTIES; and

WHEREAS, DECLARANT has incorporated under the laws of the State of Florida, as a not-for-profit corporation, BARTON FARMS ASSOCIATION, INC for the purposes of exercising the functions, powers and duties stated above ("MASTER ASSOCIATION"); and

WHEREAS, DECLARANT has deemed it desirable for the efficient preservation of the values and amenities to delegate and assign to the MASTER ASSOCIATION the powers of maintaining and administering the COMMON PROPERTIES, and administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, DECLARANT desires to commit portions of the TOTAL PROPERTY to the terms and conditions of this MASTER DECLARATION on this date, and to provide a method whereby other portions of the TOTAL PROPERTY may become part of the SUBJECT PROPERTIES

NOW THEREFORE, the DECLARANT declares that the SUBJECT PROPERTY, and such portions of the TOTAL PROPERTY as may hereafter be made subject to the terms of this MASTER DECLARATION, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, preservations, liens and charges set forth herein, all of which are created in the best interest of the OWNERS and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and be binding upon all OWNERS having and/or acquiring any interest, right, or title in the SUBJECT PROPERTY, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS The words and phrases listed below, as used in this MASTER DECLARATION, shall have the following meanings, unless the context otherwise requires:

1.01 ARTICLES mean the Articles of Incorporation of the MASTER ASSOCIATION, as the same may be amended from time to time.

1.02 ASSESSMENT means the amount of money which may be assessed against a MEMBER for the payment of MEMBER's share of COMMON EXPENSES, and/or any other funds which MEMBER may be required to pay to the MASTER ASSOCIATION as provided by this MASTER DECLARATION, the ARTICLES or the BYLAWS.

1.03 BOARD means the Board of Directors of the MASTER ASSOCIATION.

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1.04 **BUILDER** means a builder approved by the DECLARANT and therefore authorized to construct DWELLINGS on LOTS.

1.05 **BYLAWS** mean the Bylaws of the MASTER ASSOCIATION, as the same may be amended from time to time.

1.06 **COMMON PROPERTY OR PROPERTIES** means any property, whether improved or unimproved, or any interest therein, now or hereafter owned by the MASTER ASSOCIATION for the benefit, use and enjoyment of the MEMBERS of the MASTER ASSOCIATION and the OWNERS and residents of the SUBJECT PROPERTY, or any other property which is declared to be a COMMON PROPERTY by this MASTER DECLARATION, or an amendment or supplement hereof, or by a plat or replat for any portion of the SUBJECT PROPERTY. COMMON PROPERTIES may include, but are not limited to, parks, open areas, lakes, detention areas, recreation areas, together with side yard and/or rear yard access easements depicted within record subdivision plats, pool facilities, a clubhouse, tennis courts, median strips, entrance ways, roads, walls, parking areas, landscaped buffers, and waterscaping.

1.07 **COMMON EXPENSES** mean all expenses of any kind or nature whatsoever properly incurred by the MASTER ASSOCIATION, including, but not limited to, the following:

1.07.01 Expenses incurred in connection with any COMMON PROPERTY, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.

1.07.02 Expenses of obtaining, operating, insuring, repairing, maintaining, altering or replacing personal property in connection with any COMMON PROPERTY, or in connection with the performance of the MASTER ASSOCIATION's duties.

1.07.03 Expenses incurred in connection with operating, maintaining, repairing and improving landscaping, sprinkler systems, storm water management systems, littoral zone systems, structures and other improvements in, under or upon any COMMON PROPERTY for which the obligation to maintain, repair and improve has been designated to and accepted by the BOARD from time to time.

1.07.04 Expenses incurred in connection with the administration, operation and management of the MASTER ASSOCIATION.

1.07.05 Expenses declared to be COMMON EXPENSES by the provisions of this MASTER DECLARATION and/or by the ARTICLES or BYLAWS.

1.07.06 Any expense of prosecuting or defending any action for or against the MASTER ASSOCIATION, including attorneys' fees.

1.08 **COMMON SURPLUS** means the excess of all receipts of the MASTER ASSOCIATION over the amount of the COMMON EXPENSES.

1.09 **DECLARANT** means BARTON FARMS, INC., a Florida corporation, or any successor of DECLARANT who may be assigned some or all the rights of DECLARANT pursuant to a written assignment executed by the then current DECLARANT and recorded in the Public Records of Sarasota County.

1.10 **DWELLING** means any single family home constructed on a LOT.

1.11 **INSTITUTIONAL LENDER** means any company or entity holding a mortgage encumbering any PROPERTY, which in the ordinary course of business makes, purchases, guarantees, or insures real estate mortgage loans, and which company or entity is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER may include a bank, savings and loan association, insurance company, real estate or a mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definition purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of

DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.12 LOT shall mean and refer to each numbered portion of land shown upon each plat of a SUBJECT PROPERTY which has been designated by the DECLARANT to contain a Dwelling.

1.13 MASTER ASSOCIATION means BARTON FARMS ASSOCIATION, INC., a Florida corporation not-for-profit.

1.14 MASTER DECLARATION means this document as amended and supplemented from time to time

1.15 MEMBER shall mean and refer to the OWNER of PROPERTY.

1.16 SUBJECT PROPERTY DECLARATION means a land use document recorded in the Public Records of Sarasota County, and all amendments thereto, which establishes that the OWNER of LOTS within portions of the SUBJECT PROPERTY are members of the MASTER ASSOCIATION and whereby certain covenants, easements and use restrictions have been impressed upon portions of that SUBJECT PROPERTY.

1.17 OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any LOT or PROPERTY, and notwithstanding any applicable legal theory, shall not mean or refer to the mortgagee of a LOT or PROPERTY unless and until such mortgagee has acquired fee simple title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

1.18 PERSON means an individual, partnership, trust, syndicate, association, corporation or any other legal entity

1.19 PROPERTY means all or any portion of the SUBJECT PROPERTY, but excluding COMMON PROPERTY. The term PROPERTY shall include LOTS and DWELLINGS located upon or within the PROPERTY.

1.20 RECREATIONAL FACILITIES means the Clubhouse, comprising therein administrative offices, exercise room, separate men's and women's bathrooms with showers, limited kitchen and pantry, storage rooms, the swimming pool facility, two (2) tennis courts, and such other improvements and structures, if any, hereafter constructed within any SUBJECT PROPERTY and/or COMMON PROPERTY.

1.21 SUBJECT PROPERTY means that portion of the TOTAL PROPERTY subject to this MASTER DECLARATION from time to time, including any real property which may from time to time be added to this MASTER DECLARATION by an amendment.

1.22 TOTAL PROPERTY shall mean the real property legally described in Exhibit "A" hereto, and lands contiguous to some portion of the lands described in Exhibit "A" (lands sharing a common boundary, or separated only by a street, roadway, canal, or lake shall be deemed to be contiguous which property may, from time to time, be submitted to the jurisdiction of this MASTER DECLARATION by DECLARANT as hereinafter provided.

2. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO
DELETIONS THEREFROM

2.01 LEGAL DESCRIPTION. The real PROPERTY which is and shall be held, transferred, sold, or conveyed and occupied subject to this MASTER DECLARATION (SUBJECT PROPERTY) is located in Sarasota County, Florida, and comprises all the parcels, platted or unplatted, within or upon the PROPERTY legally described as

BARTON FARMS, UNIT I, according to the Plat
thereof, as recorded in Plat Book 387,
Page 46 of the Public Records of

Sarasota County, Florida.

2.02 PLATTING AND SUBDIVISION RESTRICTIONS. The DECLARANT shall be entitled at any time and from time to time, in its sole discretion and consistent with applicable governmental regulation, to plat and/or re-plat all or any part of the SUBJECT PROPERTY, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the SUBJECT PROPERTY.

2.03 STAGED DEVELOPMENT. Additional land within the area described in Section 1.22 hereof may be annexed by the DECLARANT within ten (10) years of the date of this MASTER DECLARATION, by the recording of a Supplement or Amendment to this MASTER DECLARATION subjecting said additional land, in stages or otherwise, to the terms of this MASTER DECLARATION. The additions shall be subject only to the consent of DECLARANT, and the owner of the fee simple record title of the land to be added if different than DECLARANT, and shall not require the consent of other OWNERS, MEMBERS, the MASTER ASSOCIATION, or any INSTITUTIONAL LENDERS.

3. COMMON PROPERTY

3.01 CONVEYANCE TO MASTER ASSOCIATION.

3.01.01 BY DECLARANT. DECLARANT shall have the right to convey title to any real property owned by it, or any interest therein, to the MASTER ASSOCIATION as COMMON PROPERTY, and any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Public Records of Sarasota County, Florida. MASTER ASSOCIATION shall be obligated to accept any such conveyance or transfer. DECLARANT may require the MASTER ASSOCIATION to operate and/or maintain, improve, insure, pay taxes for any property owned or controlled by DECLARANT which DECLARANT intends to eventually convey to the MASTER ASSOCIATION as COMMON PROPERTY, by written notice to the MASTER ASSOCIATION, so long as such property is improved or is useful for the purposes for which same is intended. In that event, such property shall be deemed COMMON PROPERTY even though not yet owned by the MASTER ASSOCIATION. If DECLARANT thereafter determines not to convey such property to the MASTER ASSOCIATION as COMMON PROPERTY, DECLARANT shall so notify the MASTER ASSOCIATION in writing and thereafter such property shall no longer be deemed to be a COMMON PROPERTY. Notwithstanding the foregoing, DECLARANT shall not have the obligation to develop and/or convey any property to the MASTER ASSOCIATION as COMMON PROPERTY, and if DECLARANT desires to convey any property to the MASTER ASSOCIATION, the timing of the conveyance of same shall be in the sole discretion of DECLARANT.

3.01.02 TITLE. On or before conveyance by DECLARANT of the last LOT OR PROPERTY which it owns in BARTON FARMS, DECLARANT shall convey by Special Warranty Deed all properties that will thereafter be available for the use and benefit of the OWNERS to the MASTER ASSOCIATION subject to any mortgages for improvements to such COMMON PROPERTY, to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations, and easements of record.

3.01.03 BY ANY OTHER PERSON. Any other person may also convey title to any property owned by such person, or any interest therein, to the MASTER ASSOCIATION as COMMON PROPERTY, but the MASTER ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the MASTER ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of Sarasota County.

3.02 USE AND BENEFIT. All COMMON PROPERTY shall be held by the MASTER ASSOCIATION for the use and benefit of the MASTER ASSOCIATION and its MEMBERS, and residents of the SUBJECT PROPERTY, and their respective guests and invitees, and any other persons authorized to use the COMMON PROPERTY, or any portion thereof, by DECLARANT or the MASTER ASSOCIATION, for all proper and reasonable purposes and uses.

for which the same are reasonably intended, subject to the terms of this MASTER DECLARATION.

3.03 USER FEES FOR RECREATIONAL FACILITIES. The BOARD shall have the right, in its sole discretion, to impose user fees which each OWNER and resident of the SUBJECT PROPERTY will be required to pay to be entitled to use RECREATIONAL FACILITIES within the COMMON PROPERTY. Furthermore, the BOARD shall have the right, in its sole discretion, to impose an additional user fee which each guest or invitee of a OWNER or resident of the SUBJECT PROPERTY will be required to pay to use such RECREATIONAL FACILITIES. The BOARD shall also have the right to impose the user fees described in this Paragraph upon any other person authorized by DECLARANT to use such RECREATIONAL FACILITIES.

The foregoing provision shall not be authority for the MASTER ASSOCIATION to impose user fees for the ordinary and regular use of the COMMON PROPERTY, including the RECREATIONAL FACILITIES, by OWNERS or MEMBERS. Instead, the foregoing provisions are intended to permit the MASTER ASSOCIATION to charge a user fee for special events that are being held at the RECREATIONAL FACILITIES constituting part of the COMMON PROPERTY, and also to permit the MASTER ASSOCIATION to regulate the use of the facilities by OWNERS, and others, for private functions, including the ability to charge appropriate security deposits, user fees, and otherwise regulate the use of the facilities so that they are available to serve the diverse individual needs of the OWNERS and MEMBERS, while preserving their general availability to all persons for the primary use for which they were intended.

3.04 LAKES AND CANALS. All lakes and canals within the SUBJECT PROPERTY, except for any portion of any lake or canal which is owned by any governmental authority, shall be COMMON PROPERTY. No OWNER shall draw water out of any lake or canal existing within the SUBJECT PROPERTY for irrigation purposes, or otherwise.

3.05 GRANT AND MODIFICATION OF EASEMENTS. The MASTER ASSOCIATION, through its BOARD, shall have the right to grant, modify, assign or terminate nonexclusive or exclusive easements over, under, upon, and/or across any COMMON PROPERTY owned by the MASTER ASSOCIATION, and shall have the further right to modify, relocate, assign or terminate existing easements in favor of the MASTER ASSOCIATION.

3.06 ADDITIONS, ALTERATIONS OR IMPROVEMENTS. The MASTER ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON PROPERTY, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that if the cost of any additions, alterations, improvements or personal property shall in any calendar year exceed in the aggregate the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per LOT times the total of Lots platted within the SUBJECT PROPERTY, then such additions, alterations or improvements shall not be made without the approval of a majority of the MEMBERS, expressed in writing or by vote at a duly convened membership meeting. The cost and expense of any such additions, alterations or improvements to the COMMON PROPERTY shall be a COMMON EXPENSE. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, preventative maintenance, repair or replacement of COMMON PROPERTY, or any existing improvements or personal property associated therewith.

3.07 OWNERS' EASEMENTS. Each OWNER, his immediate family, and each tenant, agent and invitee of such OWNER, shall have a permanent and perpetual easement for the use and enjoyment of all COMMON PROPERTY in common with all other such MEMBERS, their immediate family members, their tenants, agents and invitees.

The rights of use and enjoyment are hereby made subject to the following:

(a) The lien rights in favor of the MASTER ASSOCIATION as provided herein

(b) The right and duty of the MASTER ASSOCIATION to levy assessments against each LOT or PROPERTY for the purpose of maintaining the COMMON PROPERTY in compliance with the provisions of this MASTER DECLARATION and with the restrictions imposed by governmental authority.

(c) The right of the MASTER ASSOCIATION to suspend the voting rights and right to use the COMMON PROPERTY and facilities, of an OWNER and his designees for any period during which any assessment against his LOT or PROPERTY remains unpaid; and for a period not to exceed sixty (60) days for any infraction of this MASTER DECLARATION or lawfully adopted and published Rules and Regulations.

(d) The right of the MASTER ASSOCIATION to charge reasonable user and other fees for the use of the COMMON PROPERTY, as provided elsewhere herein.

(e) The right of the MASTER ASSOCIATION through its BOARD, to adopt at any time, and from time to time, and enforce Rules and Regulations governing the use of the COMMON PROPERTY and all facilities at any time situated thereon, including the right to fine MEMBERS as provided herein.

(f) The right of the MASTER ASSOCIATION, by a two-thirds (2/3) affirmative vote of the entire membership, to dedicate portions of the COMMON PROPERTY to Sarasota County or other public or quasi-public agency under such terms as the MASTER ASSOCIATION deems appropriate, provided the County or public or quasi-public agency is willing to accept and maintain same.

(g) The rights granted hereby to OWNERS to use and enjoy the recreational facilities constituting part of the COMMON PROPERTY are automatically suspended if the DWELLING located on the OWNERS LOT has been rented or is otherwise occupied in the absence of OWNER. In which event, the tenant and/or occupants shall have the use rights provided in this MASTER DECLARATION.

(h) The rights reserved herein in favor of the DECLARANT.

(i) No OWNER may exempt himself from liability for his contribution towards the COMMON EXPENSES by waiving his right to use or enjoy any of the COMMON PROPERTY or by abandoning his LOT or PROPERTY.

3.08 EASEMENTS APPURTENANT. The easements provided in Section 3.07 shall be appurtenant to and shall pass with the title to each LOT or PROPERTY.

3.09 MAINTENANCE OF COMMON PROPERTY AND OTHER PROPERTY The MASTER ASSOCIATION shall maintain, repair, and improve all COMMON PROPERTY. In addition, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any PROPERTY which is not owned by the MASTER ASSOCIATION if the BOARD, in its sole and absolute discretion, determines that the operation and/or maintenance of the PROPERTY by the MASTER ASSOCIATION would be in the best interests of the OWNERS of the SUBJECT PROPERTY. In such event, the MASTER ASSOCIATION shall so notify the owner thereof otherwise responsible for such operation or maintenance, and thereafter the PROPERTY shall be operated and/or maintained by the MASTER ASSOCIATION and not by the owner thereof, until the BOARD determines no longer to assume the obligation to operate and/or maintain the PROPERTY and so notifies the appropriate owner thereof in writing. Without limitation, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any landscaping, sprinkler systems, stormwater management systems, sidewalks, paths, or other improvements, in or within fifteen (15) feet of any road right-of-ways or lakes within the SUBJECT PROPERTY. To the extent the MASTER ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to enter upon such PROPERTY in connection with the operation and/or maintenance of same, and no such entry shall be deemed a trespass. No portion of any private streets or stormwater management system shall be altered without authorization of the Sarasota County Engineer or his designee.

3.10 LIMITATIONS. No OWNER shall maintain, repair and/or improve any PROPERTY for which the MASTER ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the MASTER ASSOCIATION.

3.11 SURFACE WATER MANAGEMENT. It is acknowledged the surface water management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON PROPERTY, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the SUBJECT PROPERTY and any other property from which surface water is to drain into the SUBJECT PROPERTY as required or approved by any controlling governmental authorities from time to time. The surface water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the Southwest Florida Water Management District (SWFWMD) and/or any other controlling governmental authority, including but not limited to, Sarasota County, Florida, Army Corps of Engineers, Department of Environmental Regulation. The MASTER ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and drainage system for the SUBJECT PROPERTY, including but not limited to all lakes, detention areas, littoral zones, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the SUBJECT PROPERTY or are owned by the MASTER ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of the SWFWMD, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the MASTER ASSOCIATION shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any property which is not a COMMON PROPERTY or contiguous to a COMMON PROPERTY or which is not otherwise to be maintained by the MASTER ASSOCIATION pursuant to this MASTER DECLARATION. No OWNER or MEMBER may take any action to harm or interfere with the littoral zones constituting part of the surface water management system, and any breach of this covenant shall subject an OWNER or MEMBER to personal liability for all costs and expenses to repair or reconstitute the littoral zone, and for penalties and sanctions imposed by SWFWMD or other governmental authority, and for any and all other damages their actions may cause.

3.12 UTILITIES. The MASTER ASSOCIATION shall pay for all utility services for the COMMON PROPERTIES, or for any other property to be maintained by the MASTER ASSOCIATION, as a COMMON EXPENSE.

3.13 TAXES. The MASTER ASSOCIATION shall pay all real, and personal property taxes and assessments for any COMMON PROPERTY, or for any other property to be maintained by the MASTER ASSOCIATION, as a COMMON EXPENSE.

3.14 INSURANCE. The MASTER ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.14.01 HAZARD INSURANCE protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement covering 100% of the current replacement cost of all COMMON PROPERTY, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The MASTER ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the MEMBERS.

3.14.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE protecting the MASTER ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000.00 for any single occurrence.

3.14.03 BLANKET FIDELITY BONDS for anyone who handles or is responsible for funds held or administered by the MASTER ASSOCIATION, covering the maximum funds that will be in the custody or control of the MASTER ASSOCIATION, or any managing agent.

3.14.04 Such other insurance as may be desired by the MASTER ASSOCIATION, including without limitation flood insurance, errors and omissions insurance, worker's compensation insurance, or any other insurance.

3.14.05 All insurance purchased by the MASTER ASSOCIATION must include a provision requiring at least ten (10) days written notice to the MASTER ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

3.14.06 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$1,000.00 or such other sum as is approved by the BOARD of the MASTER ASSOCIATION.

3.14.07 Upon written request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the MASTER ASSOCIATION.

3.15 PROPERTY DAMAGE OR DESTRUCTION. In the event any improvement within any COMMON PROPERTY is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the MASTER ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the MEMBERS. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the MASTER ASSOCIATION shall have the right to make a special assessment for any such expense.

3.16 MORTGAGE AND SALE OF COMMON PROPERTY. The MASTER ASSOCIATION shall not abandon, partition, subdivide, encumber, sell, mortgage or transfer any COMMON PROPERTY owned by the MASTER ASSOCIATION without the approval of at least two-thirds (2/3) of the MEMBERS. If ingress or egress to any PROPERTY is through any COMMON PROPERTY, any conveyance or encumbrance of such COMMON PROPERTY shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

3.17 EASEMENT FOR GOVERNMENTAL HEALTH SANITATION AND EMERGENCY SERVICES. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the COMMON PROPERTIES.

4. MASTER ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY, the MASTER ASSOCIATION has been organized under the laws of the State of Florida.

4.01 ARTICLES OF INCORPORATION. A copy of the ARTICLES are attached hereto as Exhibit "B". No amendment to the ARTICLES shall be deemed an amendment to this MASTER DECLARATION, and this MASTER DECLARATION shall not prohibit or restrict the amendment of the ARTICLES except as expressly provided herein.

4.02 BYLAWS. A copy of the BYLAWS are attached hereto as Exhibit "C". No amendment to the BYLAWS shall be deemed an amendment to this MASTER DECLARATION, and this MASTER DECLARATION shall not prohibit or restrict the amendment of the BYLAWS except as expressly provided herein.

4.03 POWERS OF THE MASTER ASSOCIATION. The MASTER ASSOCIATION shall have the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the MASTER ASSOCIATION shall have the power to enforce this MASTER DECLARATION and shall have all powers granted to it by this MASTER DECLARATION. Effective with the execution and recording of this MASTER DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the MASTER ASSOCIATION.

4.04 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a MEMBER or OWNER is required upon any matter, whether or not the subject of a MASTER ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein.

4.05 ACTS OF THE MASTER ASSOCIATION. Unless the approval or action of the MEMBERS, and/or a certain specific percentage of the BOARD, is specifically required in this MASTER DECLARATION, the ARTICLES or BYLAWS, all approvals or actions required or permitted to be given or taken by the MASTER ASSOCIATION shall be given or taken by the BOARD, without the consent of the MEMBERS, and the BOARD may so approve an act through the proper officers of the MASTER ASSOCIATION without a specific resolution. When an approval or action of the MASTER ASSOCIATION is permitted to be given or taken, such action or approval may be taken or given without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

4.06 MEMBERSHIP

4.06.01 OWNER MEMBER. Each OWNER of PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more DWELLINGS exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such DWELLING.

4.06.02 DECLARANT DECLARANT shall be a MEMBER of the MASTER ASSOCIATION so long as DECLARANT owns any PROPERTY or any mortgage encumbering any PROPERTY other than a LOT

4.06.03 MEMBERS' VOTING RIGHTS AND ELECTION OF DIRECTORS. The votes of the MEMBERS and election of Directors shall be established and exercised as provided in the ARTICLES and BYLAWS.

4.06.04 CURRENT LISTS OF LOT OWNERS. Upon request to the MASTER ASSOCIATION, any MEMBER shall be provided by the MASTER ASSOCIATION with the names and addresses of all of the OWNERS which are MEMBERS.

5 ASSESSMENTS FOR COMMON EXPENSES

5.01 RESPONSIBILITY. Each MEMBER shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES to the MASTER ASSOCIATION as hereinafter provided

5.02 DETERMINATION OF ASSESSMENTS FOR COMMON EXPENSES. Not less than sixty (60) days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the MASTER ASSOCIATION during the fiscal year. In determining the budget for any fiscal year, the BOARD may take into account COMMON PROPERTY, and additions to the SUBJECT PROPERTY anticipated to be added during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES, which shall be equal to the total amount to be assessed for COMMON EXPENSES pursuant to the budget, divided by the total number of LOTS and PROPERTIES within the SUBJECT PROPERTY. The MASTER ASSOCIATION shall then promptly notify all MEMBERS, in writing, of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES per LOT or PROPERTY. From time to time during the fiscal year, the BOARD may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the MEMBERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds is required by the MASTER ASSOCIATION in addition to funds produced by the regular ASSESSMENT for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments as provided in the notice from the MASTER ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the

MASTER ASSOCIATION notifies the MEMBER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any ASSESSMENT for COMMON EXPENSES payable by any MEMBER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

5.03 PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES. On or before the date each ASSESSMENT for COMMON EXPENSES is due each MEMBER shall be required to and shall pay to the MASTER ASSOCIATION an amount equal to the ASSESSMENT for COMMON EXPENSES per LOT or PROPERTY, multiplied by the number of LOTS or PROPERTIES within the PROPERTY then owned by and/or under the jurisdiction of such MEMBER but excluding LOTS and PROPERTIES owned by DECLARANT.

5.04 ASSESSMENTS FOR COMMON EXPENSES WHILE DECLARANT APPOINTS MAJORITY OF THE BOARD. Notwithstanding anything contained in this Paragraph 5 to the contrary, during the period DECLARANT appoints a majority of the directors of the BOARD, or until DECLARANT, in its sole discretion, provides the MASTER ASSOCIATION written notice that it will pay ASSESSMENTS in the same manner as any other MEMBER, DECLARANT shall pay any amount of COMMON EXPENSES incurred by the MASTER ASSOCIATION and not produced by ASSESSMENTS for COMMON EXPENSES receivable from the other MEMBERS, but shall not be liable for any ASSESSMENTS for COMMON EXPENSES for LOTS or PROPERTIES owned by DECLARANT.

5.05 MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS.

5.05.01 INTEREST AND LATE CHARGE. If any MEMBER or OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or in the payment of any other monies owed to the MASTER ASSOCIATION for a period of more than ten (10) days after written demand by the MASTER ASSOCIATION, such MEMBER, or OWNER shall pay to the MASTER ASSOCIATION interest at the highest rate permitted by law on the amount owed to the MASTER ASSOCIATION from and after the due date. A late charge may also be imposed by the BOARD if any MEMBER or OWNER is more than ten (10) days delinquent in paying an ASSESSMENT to the MASTER ASSOCIATION. The BOARD may set the amount of the late charge by duly adopted Rule from time to time.

5.05.02 ACCELERATION OF ASSESSMENTS. In addition, if any OWNER or MEMBER is in default in the payment of any ASSESSMENT or any other monies owed to the MASTER ASSOCIATION, for more than ten (10) days after written demand by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to accelerate and require such defaulting OWNER or MEMBER to pay to the MASTER ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER or MEMBER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and monies payable to the MASTER ASSOCIATION

5.05.03 COLLECTION. In the event any MEMBER or OWNER fails to pay any ASSESSMENT or other monies due to the MASTER ASSOCIATION within ten (10) days after written demand, the MASTER ASSOCIATION may take any action deemed necessary to collect such ASSESSMENTS or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or monies, initiating legal proceedings for the collection of such ASSESSMENTS or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the MEMBER or OWNER shall be liable to the MASTER ASSOCIATION for all costs and expenses incurred by the MASTER ASSOCIATION incident to the collection of any ASSESSMENT or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including costs of recording the claim of lien and any satisfaction and reasonable attorneys' fees, and all sums paid by the MASTER ASSOCIATION for taxes and on account of any mortgage lien or encumbrance in order to preserve and protect the MASTER ASSOCIATION's lien. All payments received by the MASTER ASSOCIATION on account of any assessments or monies owed to it by any MEMBER, or OWNER, shall be first applied to payments and expenses incurred by the

MASTER ASSOCIATION, then to interest and late charges, then to any unpaid assessments or monies owed to the MASTER ASSOCIATION.

5.05.04 LIEN FOR ASSESSMENT AND MONIES OWED TO MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien on all PROPERTY owned and/or subject to the jurisdiction of any MEMBER or OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this MASTER DECLARATION) or other monies owed to the MASTER ASSOCIATION by such MEMBER or OWNER, and for interest, late charges, reasonable attorneys' fees incurred by the MASTER ASSOCIATION incident to the collection of the ASSESSMENTS and other monies, or enforcement of the lien, and for all sums advanced and paid by the MASTER ASSOCIATION for taxes and on account of superior mortgages, liens, or encumbrances in order to protect and preserve the MASTER ASSOCIATION's lien. The lien is effective from and after the recording of a claim of lien in the Public Records of Sarasota County stating the description of the PROPERTY, the name of the MEMBER or OWNER which owns and/or has jurisdiction over the PROPERTY, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the MASTER ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien, in recordable form.

5.05.05 TRANSFER OF PROPERTY AFTER ASSESSMENT. The lien shall not be affected by the sale or transfer of any PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER. However, any OWNER or MEMBER, upon demand, shall be entitled to receive from the MASTER ASSOCIATION a statement as to any then unpaid ASSESSMENTS, interest, or other costs or expenses owed to the MASTER ASSOCIATION by such OWNER or MEMBER and any purchaser or transferee of any PROPERTY shall have the right to rely on such statement.

5.05.06 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the MASTER ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an INSTITUTIONAL LENDER recorded prior to the recording of a claim of lien by the MASTER ASSOCIATION. The sale or transfer of any PROPERTY which is subject to such a mortgage of an INSTITUTIONAL LENDER, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the MASTER ASSOCIATION as to any ASSESSMENT, interest, expenses or other monies owed to the MASTER ASSOCIATION which became due prior to such sale or transfer, unless a claim of lien for same was recorded prior to the recording of the mortgage, and neither the INSTITUTIONAL LENDER, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the MASTER ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other monies owed to the MASTER ASSOCIATION by any OWNER or MEMBER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS or MEMBERS including such acquirer, and its successors and assigns.

5.06 CERTIFICATE AS TO UNPAID ASSESSMENTS OR DEFAULT. Upon request by any MEMBER, or the OWNER of any LOT or PROPERTY, or any INSTITUTIONAL LENDER holding a mortgage encumbering any PROPERTY, the MASTER ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this MASTER DECLARATION.

5.07 SPECIFIC DAMAGE OWNERS (or their family members, tenants, guests, or invitees) causing damage to any portion of the COMMON PROPERTY, including without limitation, the surface water management system as provided in Section 3.11 hereof, as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the MASTER ASSOCIATION and a special ASSESSMENT may be levied therefor against such OWNER or OWNERS. Such special ASSESSMENTS shall be subject to all of the provisions hereof relating to other ASSESSMENTS, including but not limited to, the lien and foreclosure procedures.

6. ARCHITECTURAL CONTROL

6.01 PURPOSE. Architectural control will be exercised over all buildings, structures and improvements to be placed or constructed upon the SUBJECT PROPERTY for the purpose of insuring the development of the BARTON FARMS PROJECT as a residential community of high standards and aesthetic beauty. It is the intent of this Paragraph that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any PROPERTY including, but not limited to, height, site planning, set-back requirements, open space, exterior design, color schemes, landscaping, waterscaping, and aesthetic criteria, to the end that the entire SUBJECT PROPERTY may be developed as a planned high-quality residential community with each portion of the SUBJECT PROPERTY complementing the other portions. The Development Standards and Architectural Criteria in effect at the time of recording of this MASTER DECLARATION are attached as Exhibit "D" hereof but may be subsequently amended, revised, deleted or expanded by the party exercising architectural control by the recording of such subsequent documents in the Public Records. A current copy of the Development Standards and Architectural criteria shall be available through the Master Association.

6.02 PARTY EXERCISING ARCHITECTURAL CONTROL. Architectural control shall be exercised by the New Construction Board, a committee of the MASTER ASSOCIATION. DECLARANT shall have the right to exercise such architectural control by appointing all members of the New Construction Board so long as it owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a LOT provided, however, that at any time DECLARANT shall have the right to relinquish architectural control over all or any portion of the SUBJECT PROPERTY, by written notice to the MASTER ASSOCIATION BOARD.

6.03 OWNER TO OBTAIN APPROVAL. Each OWNER by accepting title to any LOT or PROPERTY, and each BUILDER covenant and agree that no DWELLING, building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, antenna, satellite dish, sign, mailbox, flagpole, basketball backboards, hoops or courts, and other recreational or play facilities, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original structural or exterior condition and color of same, shall be placed, constructed or made upon any PROPERTY, nor shall the elevation of any PROPERTY be changed, nor shall any lake or canal be filled or the boundaries of same altered, unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. An application fee of \$275.00, or such other amount as shall be set from time to time by Rule adopted by the New Construction Board, shall be paid by the applicant at the time of submission of the plans and specifications. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

6.04 APPROVAL OF PLANS AND SPECIFICATIONS. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds, including exterior aesthetics. The party exercising architectural control shall approve or disapprove any plans or specifications when deemed sufficient under Section 6.03 above within thirty (30) days after they have been submitted for approval, by written notice to the person submitting same, and in the event the party exercising architectural control fails to disapprove any plans or specifications within such thirty (30) day period, they shall be deemed to have been approved, and upon request the party exercising architectural control shall give written notice of such approval. Any approval of plans or specifications which is conditioned upon changes being made shall be deemed a disapproval until such time as the person submitting the plans and specifications agrees to the changes or revises the plans and specifications to reflect the changes requested. In the event the party exercising architectural control approves, or is deemed to have approved, any plans or specifications, the person submitting the plans and specifications may proceed to make only those improvements or repairs in strict conformance with the plans and specifications submitted and approved or deemed to have been approved.

6.05 REMEDY FOR VIOLATIONS. In the event this Section 6 is violated in that any construction, improvement, change, or alteration is made without first obtaining the written approval of the party exercising architectural control, or is made prior to the time approval is

presumed as set forth herein, the party exercising architectural control shall have the right to injunctive relief, which shall include, but not be limited to, requiring the applicable OWNER to stop, remove, restore and/or alter any such construction, improvement, change or alteration in a manner which is satisfactory to the party exercising architectural control, or the party exercising architectural control may pursue any other remedy available by law or equity. The party exercising architectural control must commence any such action within one (1) year of the date of the violation or first knowledge of such violations occurrence, whichever last occurs. The foregoing shall be in addition to any other remedy set forth herein for violations of this MASTER DECLARATION. Furthermore, notwithstanding anything contained herein to the contrary, the party exercising architectural control shall have the exclusive authority to enforce the provisions of this Article, unless assigned or delegated, in writing, as elsewhere permitted.

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

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

7. USE RESTRICTIONS AND OWNER MAINTENANCE

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

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

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

- A Those which are determined to be acceptable by the MASTER ASSOCIATION.

- B. Those which are found to be in compliance with the applicable underlying zoning of BARTON FARMS.

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

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

7.01.03 The DECLARANT is excluded as elsewhere provided.

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

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

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

7.05 SIGNS. No sign advertising the sale, lease or rental of any LOT, and/or DWELLING thereupon, no garage sale or similar sign and no political sign, advertising or commercial sign shall be posted, displayed, inscribed, or affixed to, or be visible from, the exterior of a LOT or upon any COMMON PROPERTY, without the prior written consent of the BOARD, or the party exercising architectural control. Other types of signs may be permitted, subject to the approval of the party exercising architectural control as elsewhere provided.

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

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

7.08 LAKES. The use of any lake or canal within the SUBJECT PROPERTY shall be subject to all rules, regulations and restrictions adopted by the BOARD. In particular, and without

limitation, no swimming or motorized or sail powered boating will be allowed in any lake or canal unless and except as expressly permitted pursuant to rules, regulations and restrictions adopted by the BOARD. Fishing shall be permitted, subject to reasonable rules and regulations but only as to OWNERS of LOTS and by their family members, their tenants, guests and invitees. For purposes of this MASTER DECLARATION, LOTS abutting littoral zones shall be deemed to be waterfront LOTS.

7.09 BOATS Motorized and/or sail powered boats may be kept or stored only in an enclosed garage constituting part of a DWELLING, except that boats may be kept or stored on COMMON PROPERTY pursuant to rules and regulations adopted by the BOARD but if, and only if, expressly permitted by any such rules and regulations. Non-motorized and/or non-sail-powered boats for use on the Lakes shall be kept in rear yards stored behind the DWELLING and shall not be visible from the road.

7.10 MOTOR VEHICLES Except as set forth below, only a conventional passenger automobile may be parked on the SUBJECT PROPERTY and only when it has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or pickup trucks and minivans which do not exceed 18' in length, and utility vehicles, such as Ford Bronco, Chevrolet Blazer, Jeep and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, adding off-road tires, roll bars and the like

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

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

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

No parking is permissible on the lawns or streets at any time other than service vehicles and then only if necessary to service a LOT or PROPERTY within the SUBJECT PROPERTY.

Any and all vehicles parked or stored on the SUBJECT PROPERTY which

do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing, by the MASTER ASSOCIATION, at the expense of the vehicle owner, at any time after twenty-four (24) hours has elapsed from notification to the owner of the vehicle of the improper parking.

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

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

7.13 WELLS. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the DECLARANT or MASTER ASSOCIATION.

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

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

7.14.02 SIDEWALKS, ROADS AND PARKING AREAS. All sidewalks, driveways, parking areas, and other paved or hard surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris, and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

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

7.14.04 TREES. A minimum of three (3) 3" caliper hardwood trees shall be planted and thereafter maintained within the LOT and no tree or shrub, the trunk of which exceeds two (2) inches in diameter, measured one foot above grade, shall be cut down or otherwise destroyed without the prior written consent of the party exercising architectural control.

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

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

7.15 RULES AND REGULATIONS. Reasonable rules and regulations concerning

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

7.16 WAIVER. The BOARD shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT or PROPERTY where, in the discretion of the BOARD, circumstances exist which justify such waiver or permitted deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of DECLARANT, the MASTER ASSOCIATION, the BOARD, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other LOT or PROPERTY, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as DECLARANT owns any LOT or PROPERTY, or holds a mortgage encumbering any PROPERTY other than a LOT, if any waiver or deviation of any restriction contained in this Paragraph requires the consent of the MASTER ASSOCIATION, such consent shall be obtained from DECLARANT and not from the MASTER ASSOCIATION, unless DECLARANT voluntarily relinquishes this right at an earlier date.

7.17 RESPONSIBILITY FOR MAINTENANCE AND COMPLIANCE.

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

8. ENFORCEMENT

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

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

8.01.02 Commence an action to recover damages; and/or

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

All expenses incurred by the MASTER ASSOCIATION in connection with the correction of any failure, or the commencement of any action against any MEMBER or OWNER, including reasonable attorneys fees, shall be assessed against the applicable MEMBER or OWNER, and shall be due upon written demand by the MASTER ASSOCIATION. The MASTER ASSOCIATION shall have a lien against the OWNER for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided-above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of Sarasota County

8.01.04 Suspend the voting rights, and right of the OWNER, family members and guests, tenants, invitees and others claiming through the OWNER, to use the RECREATIONAL FACILITIES of the COMMON PROPERTY, all as elsewhere provided in this MASTER DECLARATION.

8.01.05 Levy a fine in accordance with the following procedures:

The BOARD shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause to assert that an OWNER or other person is violating, or has violated any of the provisions of the MASTER DECLARATION, ARTICLES, BYLAWS, or the Rules and Regulations of the MASTER ASSOCIATION. In the event the Covenants Enforcement Committee determines that such probable cause exists, it shall report to the BOARD.

The BOARD shall thereupon provide written notice to the person alleged to be in violation, and the OWNER of the PROPERTY within which that person occupies, or to which that person is a guest, if that person is not the OWNER, of the specific nature of the alleged violation, including a statement setting forth the provisions of the documents allegedly violated and a short and plain statement of the matters asserted by the MASTER ASSOCIATION, and advising of an opportunity for a hearing before the BOARD upon a written request delivered to the BOARD or designated agent within fourteen (14) days of the date of the notice of the violation or violations. The BOARD notice shall state the date, time and place of the hearing to be held if the hearing is requested. The BOARD notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues, shall be deemed a separate offense, subject to a separate fine, not to exceed One Hundred and NO/100 Dollars (\$100.00) per violation, provided that the total amount of fines shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), exclusive of interest, costs, and attorneys fees. The BOARD notice shall further specify, and it is hereby provided for an alternative procedure available only for first time violations and not for recurring violations, that in lieu of requesting a hearing, the alleged violator or OWNER may respond in writing to the notice, within fourteen (14) days of its date, acknowledging that the violation or violations occurred as alleged and promising that the violation or violations will henceforth cease and will not recur. Such acknowledgment and promise and performance in accordance therewith, shall terminate further enforcement activity by the MASTER ASSOCIATION with regard to the violation and no fines shall be levied. Notwithstanding anything above to the contrary, upon a subsequent reoccurrence of the same violation, the MASTER ASSOCIATION may levy a fine for the prior first violation.

If a hearing is timely requested, the BOARD shall hold the same on the date and time and at the place set forth in the notice, and shall hear and receive the response of the violator, and OWNER if other than the violator, including written and oral argument on all issues involved and shall hear witnesses that the alleged violator, the OWNER, or the Covenants Enforcement Committee, or its agents, may produce. Any party at the hearing may be represented by counsel.

Subsequent to the hearing, or if no hearing is timely requested and if no acknowledgment and promise are timely and properly made, the BOARD shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the BOARD determines that there is sufficient evidence to support a finding that a violation or violations occurred, it shall send a written notification to the violator, and the OWNER if other than the violator, announcing its finding that a violation or violations occurred and notifying the violator, and OWNER if other than the violator, that fines will be assessed and levied as provided herein. No further notice or hearing shall be necessary to enable the BOARD to levy fines for an uncorrected violation, or violations, or for recurring or continuing violations substantially similar to violations for which a hearing opportunity was previously provided.

A fine pursuant to this section shall be assessed against the LOT or PROPERTY which the violator occupied or was visiting at the time of the violation, whether or not the violator is an OWNER of that LOT or PROPERTY, and shall be promptly paid by the OWNER to the MASTER ASSOCIATION incident to the levy or collection of the fine, including appellate proceeding.

Nothing herein shall be construed as a prohibition of or a limitation on the right of the BOARD to pursue other means to enforce the provisions of the various documents including, but not limited to, legal action for damages or injunctive relief. In the event such other means are pursued, the MASTER ASSOCIATION shall not be required to comply with the procedures and provisions of this Paragraph.

8.02 NO WAIVER. The failure of the MASTER ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this MASTER DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the MASTER ASSOCIATION to enforce such right, provision, covenant or condition in the future.

8.03 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to the MASTER ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this MASTER DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the MASTER ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

8.04 ENFORCEMENT BY OR AGAINST OTHER PERSONS. In addition to the foregoing, this MASTER DECLARATION, ARTICLES, BYLAWS, or Rules or Regulations may be enforced by DECLARANT, or the MASTER ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The prevailing party in any litigation shall be entitled to reimbursement for the expense of any litigation to enforce this MASTER DECLARATION, ARTICLES, BYLAWS, or Rules or Regulations adopted by the BOARD. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this MASTER DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein (but no OWNER shall be entitled to levy a fine or enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person) and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

9 DECLARANT RIGHTS AND RESERVATIONS

9.01 DECLARANT'S CONSTRUCTION AND SALES ACTIVITIES

In addition to the property rights granted in this MASTER DECLARATION to the DECLARANT, as an OWNER or otherwise, the DECLARANT is extended the right to enter upon the SUBJECT PROPERTY at any time and in any way reasonably necessary to allow the DECLARANT to construct or sell, or promote, the TOTAL PROPERTY or any parcel thereof or any contiguous property or to carry out any responsibility of the DECLARANT to OWNERS in such properties including but not limited to the right to use and close to the public the street in front of the Model Areas designated by DECLARANT for parking by visitors and staff, to use any part of the COMMON PROPERTIES, including a portion of the clubhouse and other facilities for location of a sales center, to maintain and show model homes, to have signs, to have employees in the offices, and to otherwise use the roads and COMMON PROPERTIES. Notwithstanding any other provision in this MASTER DECLARATION, the DECLARANT is irrevocably empowered to sell, lease, or rent LOTS or PROPERTIES on any terms to any purchasers or lessees for as long as it owns any PROPERTY.

9.02 NONAPPLICABILITY OF RESTRICTIONS. The architectural control and the use and maintenance restrictions set forth in Sections 6 and 7 of this MASTER DECLARATION shall not apply to DECLARANT, or with respect to any PROPERTY owned by DECLARANT and shall not apply with respect to the development of the SUBJECT PROPERTY, the construction of any building, RECREATIONAL FACILITY and other structure or improvements within the SUBJECT PROPERTY, nor to the sale of DWELLINGS developed within the SUBJECT PROPERTY from time to time, by DECLARANT. Specifically, and without limitation, DECLARANT shall have the right to: (i) construct any buildings, structures or improvements within the SUBJECT PROPERTY, (ii) maintain customary and usual sales, general office and construction operations on any PROPERTY, including portions of the COMMON PROPERTY, (iii) place, erect or construct portable buildings, temporary or accessory buildings, or structures upon any

PROPERTY for storage or other purposes, (iv) temporarily deposit, dump or accumulate trash, refuse and rubbish in connection with the development or construction of any PROPERTY; (v) post, display, inscribe or affix to the exterior of a LOT or upon any PROPERTY, "For Sale" and other reasonable signs used in developing any PROPERTY for sale to the public, and for promotional purposes; (vi) excavate fill from any lakes within and/or contiguous to the SUBJECT PROPERTY by dredge or dragline, store fill on the SUBJECT PROPERTY, and sell excess fill from the SUBJECT PROPERTY, and (vii) grow plants and trees upon the SUBJECT PROPERTY for later use, and sell excess plants and trees.

9.03 DEDICATION The DECLARANT reserves the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company, and shall also have the right to direct the MASTER ASSOCIATION to likewise dedicate, grant or convey any COMMON PROPERTY or any interest or easement in any COMMON PROPERTY, whereupon the MASTER ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. This right of DECLARANT shall terminate when DECLARANT no longer has any interest in any portion of the SUBJECT PROPERTY, either as OWNER or mortgagee, and thereafter the right shall be vested within the MASTER ASSOCIATION. Any property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Paragraph shall not be subject to the covenants and restrictions contained within this MASTER DECLARATION, unless the instrument so dedicating, granting, or conveying such property, interest or easement specifically provides that same is subject to the covenants and restrictions contained within this MASTER DECLARATION.

9.04 SUPPLEMENTS DECLARANT reserves the right to adopt supplemental covenants and restrictions with respect to SUBJECT PROPERTY or any portion thereof, so long as such supplemental covenants and restrictions do not materially and adversely conflict with the terms and provisions herein set forth.

9.05 ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION.

9.05.01 DECLARANT reserves the right to assign and delegate to MASTER ASSOCIATION any and all of its rights, title, interest, duties and obligations created by this MASTER DECLARATION, and MASTER ASSOCIATION agrees to accept such assigned or delegated rights, title, interest, duties and obligations, it being understood that MASTER ASSOCIATION has been formed as a master property owners association for the purpose of enforcing these covenants and restrictions; operating, maintaining and improving the COMMON PROPERTIES, and carrying out any other obligations and duties required of it or necessary or desirable in order to effectuate proper development, operation and management.

9.05.02 DECLARANT reserves the right to assign and delegate any and all of its rights, title, interest, duties and obligations to persons and entities other than the MASTER ASSOCIATION. Without limiting the generality of the foregoing, it is expressly acknowledged that DECLARANT shall have the right to assign and transfer to BUILDERS some of the rights and privileges herein vested in DECLARANT, such as the rights set forth in Section 9.02 above.

9.05.03 Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges, or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT unless such assignee is assigned and agrees to assume such liability.

9.06 WITHDRAWAL OF PROPERTY DECLARANT reserves the right in its sole discretion, at any time and from time to time, to withdraw from the purview of this MASTER DECLARATION any SUBJECT PROPERTY, provided that DECLARANT is the sole OWNER of the PROPERTY to be withdrawn and the withdrawal of such PROPERTY shall not materially increase the annual ASSESSMENTS against other LOTS or PROPERTIES remaining subject to this MASTER DECLARATION.

9.07 RESERVATION OF EASEMENTS DECLARANT hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable nonexclusive easement, right

and privilege (a) on, over and under the right-of-way of any of said private roads, sidewalks and pathways in BARTON FARMS for ingress and egress and to erect, construct, maintain and use electric power and telephone poles, wires, cables, conduits, water mains, sewers, drainage lines, drainage ditches and swales, underdrains, and other suitable equipment and appurtenances for these purposes, or for other equipment and appurtenances pertaining to the installation, maintenance, transmission and use of electricity, telephone, television signal transmission, gas, street lighting, water, and any other utilities or conveniences to be placed on, in, over and under the right of way of said roads and sidewalks and pathways; (b) on, over and under any PROPERTY lying between any private road and any lake, pond, canal or ditch serving as part of BARTON FARMS drainage system for pedestrian and vehicular ingress and egress to such lake, pond, canal or ditch and for the erection, construction, maintenance and use of drainage lines, pipes, ditches, swales, and other drainage devices, provided, however, that in the event DECLARANT exercises its rights under this easement over any area of any PROPERTY platted as a subdivision which has not been specifically reserved on such plat as an area subject to a drainage easement, DECLARANT shall repair any damage to such area occasioned by DECLARANT's actions and shall restore such area as nearly as practicable to its condition prior to DECLARANT's actions; and (c) on, over and under all PROPERTY lying from the water's edge to within fifteen (15) feet beyond the top of the bank of all lakes and ponds serving as part of BARTON FARMS drainage system for access to and maintenance of all portions of such lakes and ponds and for installation and maintenance of drainage control devices and apparatus, provided, however, that if DECLARANT should in the exercise of its rights under this easement damage any PROPERTY subject to this easement, DECLARANT shall repair such damage and restore such PROPERTY as nearly as practicable to its condition prior to DECLARANT's actions.

9.08 USE OF COMMON PROPERTIES DECLARANT shall have the right in its sole discretion to permit the use of any portion or portions of COMMON PROPERTY, including without limitation the recreational facilities, by the general public or by such persons as DECLARANT may designate.

9.09 WATER LEVEL DECLARANT shall have the sole right to control the water level and maintenance of all lakes, ponds, canals, drainage control devices, and, all other areas and apparatus comprising the drainage system for BARTON FARMS.

9.10 USE OF ROADS DECLARANT hereby authorizes use of all private roads by and delegates the nonexclusive right to exercise control of traffic thereon to duly constituted law enforcement officers, and, subject thereto, DECLARANT shall have the right, but not the obligation, from time to time to control all types of traffic on said roads, including the right to control vehicular access to said roads, the right to prohibit use by traffic which, in the opinion of DECLARANT, would or might result in damage to said roads or any part thereof, and the right to control and prohibit parking on all or any part of said roads. DECLARANT reserves the absolute right to deny ingress to any person except those persons referred to above and to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any PROPERTY subject to these covenants if the location of the same will, in the sole opinion of DECLARANT, unreasonably obstruct the vision of a motorist or endanger the safe passage of vehicles, bicycles and pedestrians upon said private roads.

9.11 DECLARANT CONTROLLED MASTER ASSOCIATION As elsewhere provided in the ARTICLES and BYLAWS, DECLARANT shall, have the right to control MASTER ASSOCIATION by election/ appointment of a majority of the BOARD thereto, so long as DECLARANT owns any LOT or any of the SUBJECT PROPERTY

9.12 AMENDMENT DECLARANT shall have the right to amend the MASTER DECLARATION, and the ARTICLES and BYLAWS, as elsewhere provided in this MASTER DECLARATION. This right of the DECLARANT to amend the MASTER DECLARATION shall include, but not be limited to, the right to modify, supplement and add to the definitions contained herein, and to otherwise make what might otherwise be considered substantial modification if necessary to change the scheme of development to permit the development construction and sale of other types of residential housing. It is the intent of this provision to place the world on notice of the fact that the DECLARANT presently intends to develop BARTON FARMS as a series of single family subdivisions controlled by the MASTER ASSOCIATION. However, depending upon market conditions and other factors solely within the discretion of the DECLARANT, DECLARANT may determine it necessary in the future, to build, construct and develop other types of residential housing.

including but not limited to cooperative housing, condominium housing, duplex, cluster, townhouse or other multiplex housing, all as permitted under applicable land use and zoning regulation. DECLARANT reserves the flexibility to amend and supplement this MASTER DECLARATION, and ARTICLES and BYLAWS, to effectuate such changes in residential housing that may be offered at the BARTON FARMS PROJECT if and when deemed necessary by the DECLARANT but nothing herein shall be construed to permit the DECLARANT to amend, in a unilateral method, this MASTER DECLARATION to permit non-residential use of LOTS or PROPERTY. The foregoing notwithstanding, any amendment which would affect the private streets or storm water management system must have the prior written approval of an authorized officer, representative or agent of Sarasota County.

9.13 DISPUTE RESOLUTION DECLARANT, while it controls the BOARD, and acting through the BOARD, reserves the right to set up one or more committees composed of MEMBERS consisting of OWNERS of LOTS in the SUBJECT PROPERTY. The purpose and operation of said Committees shall be under the direction and control of the BOARD, and shall include, as necessary, the right and authority to investigate alleged defects in the design and construction of the COMMON PROPERTY, and the handling of the affairs of the MASTER ASSOCIATION while under DECLARANT control, for purposes of providing a recommendation for resolution of any disputes arising because of any alleged improper activities or defects, so any dispute between DECLARANT, and other MEMBERS of the MASTER ASSOCIATION, can be resolved amicably prior to transfer of control of the MASTER ASSOCIATION from the DECLARANT to LOT OWNERS. Any agreement reached between DECLARANT and one or more committees appointed for the aforesaid purposes shall be a binding settlement of any and all disputes thereon provided the settlement is approved, in writing, by a majority of the MEMBERS of the ASSOCIATION other than DECLARANT, as said MEMBERS may exist at the time of the settlement. The fact that DECLARANT was in control of the MASTER ASSOCIATION at the time of the settlement shall not be a bar or impediment to the validity or enforceability of the settlement nor shall there be any ground to attack the fiduciary duty, obligations and performance of MEMBERS appointed to or elected to the BOARD by DECLARANT during such period of time.

9.14 PERFORMANCE OF MASTER ASSOCIATION'S DUTIES BY DECLARANT DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the MASTER ASSOCIATION, and in connection therewith to reduce the budget of the MASTER ASSOCIATION and the assessments for COMMON EXPENSES payable by the MEMBERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

9.15 ENFORCEMENT OF OBLIGATIONS OF MASTER ASSOCIATION The original DECLARANT, regardless of whether or not it is a MEMBER of the MASTER ASSOCIATION, Sarasota County and any controlling governmental authority, shall have the right, but not the obligation, to enforce by proceedings at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges now, or hereafter imposed by provisions of the Declaration, or any amendment thereto, including the right to prevent the violation of provisions relating to private streets, the stormwater management system and any other common property, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the Master Association. Furthermore, no amendment to this paragraph shall be made without the joinder and consent of an authorized officer, agent or representative of Sarasota County. In the event the MASTER ASSOCIATION defaults with respect to any of its obligations to operate or maintain any PROPERTY, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within ten (10) days after demand by the original DECLARANT or any controlling governmental authority, the original DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by the original DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the MASTER ASSOCIATION, plus any costs, expenses, and attorneys' fees incurred in connection with the enforcement of the MASTER ASSOCIATION's duties and obligations hereunder or the collection of any such sums. The original DECLARANT or the controlling governmental authority shall have the right to collect such sums from the MEMBERS of the MASTER ASSOCIATION and in connection therewith shall have all enforcement rights granted to the MASTER ASSOCIATION in

connection with the collection of said monies including but not limited to all lien rights provided by this MASTER DECLARATION.

No amendment to this Section 9.15 shall impair, restrict or prove detrimental to the rights of Sarasota County as provided hereinabove to any controlling governmental authority without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

9.16 TRANSFER OF UNIMPROVED LOTS

9.16.01 DECLARANT'S RIGHT OF FIRST REFUSAL. No LOT, and no interest therein, upon which a DWELLING has not been constructed (and a certificate of occupancy issued therefor) shall be sold or transferred unless and until the OWNER of such LOT shall have first offered to sell such LOT to DECLARANT and DECLARANT has waived, in writing, its right to purchase said LOT.

9.16.02 NOTICE TO DECLARANT. Any OWNER(S) intending to make a bona fide sale of his LOT or any interest therein shall give to DECLARANT written notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information or subsequent to the lapse of said thirty (30) day period and within seven (7) days of receipt of written notice that said period has lapsed, DECLARANT shall either exercise, or waive exercise of, its right of first refusal. If DECLARANT elects to exercise its right of first refusal, it shall, within the above specified time periods deliver to the OWNER an agreement to purchase the LOT upon the following terms:

A. The price to be paid shall be the price paid for the LOT when purchased by the OWNER attempting to sell it. The purchase price shall be paid in cash at closing.

B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase

If DECLARANT shall fail to exercise or waive exercise of its right of first refusal within the above specified time periods, the DECLARANT right of first refusal shall be deemed to have been waived and DECLARANT shall furnish a certificate of waiver as hereinafter provided.

9.16.03 CERTIFICATE OF WAIVER. If DECLARANT shall elect to waive its right of first refusal, or shall fail to exercise said right within the time periods specified in Section 9.16.02 above, DECLARANT's waiver shall be evidenced by certificate executed by DECLARANT in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Sarasota County, Florida.

9.16.04 UNAUTHORIZED TRANSACTIONS. Any sale of a LOT or any interest therein, upon which a DWELLING has not been constructed (and a certificate of occupancy issued therefor), without notice to DECLARANT and waiver of DECLARANT's right of first refusal as aforesaid, shall be void.

9.16.05 EXCEPTIONS. This Section 9.16 shall not apply to a transfer to or sale by an INSTITUTIONAL LENDER which acquires its title as a result of owning a mortgage upon the LOT concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Section 9.16 apply to a sale to any such INSTITUTIONAL LENDER which so acquires title. Neither shall this Section 9.16 require the waiver by DECLARANT as to any transfer of title to a LOT at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale

9.16.06 RIGHT OF REPURCHASE. In addition to the right of first refusal set forth above, DECLARANT shall have a right to repurchase a LOT under the following conditions:

- 1 If an OWNER of a LOT has failed to commence

construction within fifteen (15) months after closing on the LOT, DECLARANT shall have a right to repurchase the LOT from the OWNER. DECLARANT shall give written notice of its intent to repurchase the LOT to OWNER. The price to be paid shall be the price paid for the LOT when purchased by the OWNER. The purchase price shall be paid in cash at closing. The closing shall take place within thirty (30) days after notification by DECLARANT of its intent to repurchase. Marketable title shall be transferred by warranty deed, and OWNER shall be responsible for paying for the costs of recording the deed, and any corrective instruments, and for documentary stamps on the deed. The amount of these closing costs shall be deducted from the net proceeds due OWNER at closing.

The DECLARANT shall also have a right to repurchase a LOT if construction has commenced within fifteen months, but has not been diligently and timely pursued to completion. The purchase price shall be the price paid for the LOT when purchased by OWNER, plus the reasonable value of any improvements made to the LOT. The notice, requirements, closing procedures, and other details shall be as set forth in the immediate preceding Paragraph. If the parties cannot agree on the reasonable value of the improvements, each shall appoint an appraiser, and those two appraisers shall appoint a third appraiser, and the decision of the three appraisers shall be binding upon the parties for purposes of the value of the improvements constructed on the LOT

Notwithstanding the foregoing, the DECLARANT has the discretion whether to exercise the right of repurchase, and in no event can be forced to do so. Further, the right of the DECLARANT to repurchase the LOT is not exclusive, and the DECLARANT shall have the right to pursue any other remedies available, under the terms of this MASTER DECLARATION, or applicable law, separately or in conjunction with the repurchase.

10. RIGHTS OF INSTITUTIONAL LENDERS. Upon written notice to the MASTER ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any LOT or PROPERTY, identifying the name and address of the INSTITUTIONAL LENDER and the LOT or PROPERTY encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of

10 01 Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the LOT or PROPERTY securing its mortgage

10 02 Any sixty (60) day delinquency in the payment of ASSESSMENTS or charges owed by the OWNER of the LOT or PROPERTY to which it holds the mortgage.

10 03 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the MASTER ASSOCIATION

10 04 Any proposed action that requires the consent of a specified percentage of INSTITUTIONAL LENDERS

10 05 TERM OF MASTER DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their family members, tenants, guests, successors, personal representatives, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of recording of this MASTER DECLARATION in the Public Records of Sarasota County, unless within such time, MEMBERS representing eighty (80%) percent of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this MASTER DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until MEMBERS representing eighty percent (80%) of the votes of the entire membership of the MASTER ASSOCIATION execute a written instrument declaring a termination of this MASTER DECLARATION (as it may have been amended from time to time). Any termination of this MASTER DECLARATION shall be effective on the date the instrument of termination is recorded in the Public Records of Sarasota County, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any LOT or PROPERTY, or holds any mortgage encumbering any

PROPERTY other than a LOT.

11. AMENDMENT

11.01 This MASTER DECLARATION may be amended upon the approval of not less than sixty-six and two-thirds (66-2/3%) percent of the votes of the entire membership of the MASTER ASSOCIATION present, in person or by proxy, and voting, at a duly convened membership meeting, and by not less than a majority of the BOARD, provided, however, that any such Amendment, in order to be effective, must be approved in writing by DECLARANT so long as DECLARANT owns any LOT or PROPERTY, or holds any mortgage encumbering any PROPERTY other than a LOT. In order to be effective, any Amendment to this MASTER DECLARATION must first be recorded among the Public Records of Sarasota County, and in the case of an Amendment made by the MEMBERS and the BOARD, such Amendment shall contain a certification by the President and Secretary of the MASTER ASSOCIATION that the Amendment was duly adopted.

11.02 So long as DECLARANT exercises its reserve rights to elect/appoint a majority of the Directors of the MASTER ASSOCIATION, DECLARANT shall have the right to unilaterally amend this MASTER DECLARATION, without the consent or joinder of the MASTER ASSOCIATION, its MEMBERS, or an OWNER or INSTITUTIONAL LENDER, to add to this MASTER DECLARATION all or any portion of the TOTAL PROPERTY as described in Section 1.22 hereof, which portion(s) of the TOTAL PROPERTY shall become part of the SUBJECT PROPERTY on the date the Amendment or Supplement is recorded in the Public Records of Sarasota County, and thereafter such PROPERTY shall be governed by this MASTER DECLARATION.

11.03 No Amendments shall change the number of votes of any MEMBER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such Amendment join in the execution of the Amendment. No Amendment may prejudice or impair the lien priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join the execution of the Amendment. No Amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the Amendment.

12. MISCELLANEOUS

12.01 CONFLICT WITH ARTICLES OR BYLAWS. In the event of any conflict between Rules or Regulations adopted by the BOARD, the ARTICLES, the BYLAWS or this MASTER DECLARATION, this MASTER DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations adopted by the BOARD, in that order, shall control.

12.02 AUTHORITY OF MASTER ASSOCIATION AND DELEGATION. Nothing contained in this MASTER DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its MEMBERS, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this MASTER DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this MASTER DECLARATION.

12.03 SEVERABILITY. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, sub-section, sentence, clause, phrase, word or other provision of this MASTER DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

12.04 VALIDITY. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this MASTER DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

12.05 EFFECTIVE DATE. This MASTER DECLARATION shall become effective upon its recordation in the Public Records of Sarasota County, Florida.

12.06 AMBIGUITY. In the event any of the provisions of this MASTER DECLARATION are ambiguous or subject to more than one interpretation and a dispute arises involving another OWNER MEMBER, the MASTER ASSOCIATION or the DECLARANT, the question shall be presented to the BOARD and its determination shall be dispositive of the question.

12.07 VARIANCE. No OWNER shall request a variance from the Zoning Code of Sarasota County without first having presented the request for variance to the BOARD and receiving the approval for the variance request from the BOARD. Any variance received from Sarasota County which was not first approved by the BOARD shall be considered to be of no force nor effect as it relates to any matters covered by or affecting this MASTER DECLARATION.

12.8 NUMBER/GENDER. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders

12.9 TITLES. The use of titles in this MASTER DECLARATION is for convenience only and the titles shall not be interpreted or construed to negate, counteract, limit or otherwise affect the substantive provisions of this MASTER DECLARATION.

IN WITNESS WHEREOF, BARTON FARMS, INC., a Florida corporation, being the DECLARANT herein, has executed this MASTER DECLARATION on June 15, 1996.

Signed, sealed and delivered
in the presence of

BARTON FARMS, INC.
a Florida corporation

Kathleen Dolan-Divona
Witness Signature
KATHLEEN DOLAN-DIVONA
Print Witness Name
Brenda L. Ferron-Urban
Witness Signature
BRENDA L. FERRON-URBAN
Print Witness Name

By Rex S. Horton
REX S. HORTON,
Its President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15 day of June, 1996, by **REX S. HORTON**, as President of **BARTON FARMS, INC.**, a Florida corporation, for and on behalf of the corporation, who is personally known to me.

Kathleen Dolan-Divona
Notary Public, Sarasota, FL

Name of Acknowledger Stamped
My Commission Expires: 7/28/98
Serial No. 00395486



KATHLEEN T DOLAN-DIVONA
My Commission CC358188
Expires Jul 28, 1998
Bonded by HAI
800-422-1655

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

A PARCEL OF LAND LYING IN BLOCK 7, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS, AS RECORDER IN PLAT BOOK 3, PAGE 58, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THAT PORTION OF DELFT ROAD ADJACENT TO SAID BLOCK 7, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 9, BLOCK 7, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS; THENCE NORTH 01°11'00" EAST, A DISTANCE OF 1802.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 31°38'30", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 235.28 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 17°00'15" EAST, A DISTANCE OF 232.28 FEET TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE TURNING AND RUNNING NORTH 32°49'30" EAST, A DISTANCE OF 1891.52 FEET; THENCE TURNING AND RUNNING SOUTH 57°07'39" EAST, A DISTANCE OF 1065.98 FEET; THENCE TURNING AND RUNNING NORTH 32°52'21" EAST, A DISTANCE OF 65.00 FEET; THENCE TURNING AND RUNNING SOUTH 57°07'39" EAST, A DISTANCE OF 559.53 FEET; THENCE TURNING AND RUNNING NORTH 33°01'30" EAST, A DISTANCE OF 505.76 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 180°00'00", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 18.85 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 33°01'30" EAST, A DISTANCE OF 12.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE TURNING AND RUNNING NORTH 33°01'30" EAST, A DISTANCE OF 441.28 FEET; THENCE TURNING AND RUNNING SOUTH 70°38'00" EAST, A DISTANCE OF 884.34 FEET; THENCE TURNING AND RUNNING SOUTH 32°58'08" WEST, A DISTANCE OF 1020.01 FEET; THENCE TURNING AND RUNNING NORTH 57°01'52" WEST, A DISTANCE OF 198.28 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°27'38", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 47.63 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 19°30'25" WEST, A DISTANCE OF 47.63 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE TURNING AND RUNNING NORTH 57°01'52" WEST, A DISTANCE OF 158.75 FEET; THENCE TURNING AND RUNNING NORTH 24°24'14" EAST, A DISTANCE OF 85.98 FEET; THENCE TURNING AND RUNNING NORTH 31°26'14" EAST, A DISTANCE OF 85.03 FEET; THENCE TURNING AND RUNNING NORTH 32°58'08" EAST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING NORTH 33°27'13" EAST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING NORTH 39°25'15" EAST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING NORTH 47°02'07" EAST, A DISTANCE OF 85.15 FEET; THENCE TURNING AND RUNNING NORTH 36°23'05" EAST, A DISTANCE OF 85.15 FEET; THENCE TURNING AND RUNNING NORTH 18°53'34" EAST, A DISTANCE OF 54.88 FEET; THENCE TURNING AND RUNNING NORTH 37°12'16" EAST, A DISTANCE OF 37.31 FEET; THENCE TURNING AND RUNNING NORTH 70°15'42" WEST, A DISTANCE OF 84.16 FEET; THENCE TURNING AND RUNNING NORTH 73°44'45" WEST, A DISTANCE OF 82.53 FEET; THENCE TURNING AND RUNNING SOUTH 52°53'55" WEST, A DISTANCE OF 46.71 FEET; THENCE TURNING AND RUNNING SOUTH 20°54'48" WEST, A DISTANCE OF 85.48 FEET; THENCE TURNING AND RUNNING SOUTH 23°16'58" WEST, A DISTANCE OF 86.24 FEET; THENCE TURNING AND RUNNING SOUTH 30°38'30" WEST, A DISTANCE OF 85.07 FEET; THENCE TURNING AND RUNNING SOUTH 33°01'30" WEST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING SOUTH 33°10'54" WEST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING SOUTH 38°18'30" WEST, A DISTANCE OF 85.38 FEET; THENCE TURNING AND RUNNING SOUTH 45°33'38" WEST, A DISTANCE OF 87.19 FEET; THENCE TURNING AND RUNNING NORTH 56°58'30" WEST, A DISTANCE OF 158.41 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°31'30", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 30.81 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 46°07'20" EAST, A DISTANCE OF 30.80 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE TURNING AND RUNNING NORTH 56°58'30" WEST, A DISTANCE OF 158.73 FEET; THENCE TURNING AND RUNNING SOUTH 33°01'30" WEST, A DISTANCE OF 115.00 FEET; THENCE TURNING AND RUNNING SOUTH 58°37'03" WEST, A DISTANCE OF 44.08 FEET; THENCE TURNING AND RUNNING NORTH 89°57'33" WEST, A DISTANCE OF 51.76 FEET; THENCE TURNING AND RUNNING SOUTH 26°39'43" WEST, A DISTANCE OF 322.91 FEET; THENCE TURNING AND RUNNING NORTH 66°19'43" WEST, A DISTANCE OF 74.52 FEET; THENCE TURNING AND RUNNING NORTH 74°22'51" WEST, A DISTANCE OF 74.27 FEET; THENCE TURNING AND RUNNING NORTH 81°43'21" WEST, A DISTANCE OF 74.27 FEET; THENCE TURNING AND RUNNING NORTH 89°04'12" WEST, A DISTANCE OF 74.27 FEET; THENCE TURNING AND RUNNING SOUTH 39°43'58" WEST, A DISTANCE OF 38.78 FEET; THENCE TURNING AND RUNNING SOUTH 09°29'13" WEST, A DISTANCE OF 97.11 FEET; THENCE TURNING AND RUNNING SOUTH 19°35'22" WEST, A DISTANCE OF 97.29 FEET; THENCE TURNING AND RUNNING SOUTH 28°34'59" WEST, A DISTANCE OF 91.87 FEET; THENCE TURNING AND RUNNING SOUTH 30°12'00" WEST, A DISTANCE OF 225.00 FEET; THENCE TURNING AND RUNNING SOUTH 24°49'24" WEST, A DISTANCE OF 85.38 FEET; THENCE TURNING AND RUNNING SOUTH 30°12'00" WEST, A DISTANCE OF 425.00 FEET; THENCE TURNING AND RUNNING SOUTH 27°10'48" WEST, A DISTANCE OF 80.61 FEET; THENCE TURNING AND RUNNING SOUTH 21°08'24" WEST, A DISTANCE OF 80.61 FEET; THENCE TURNING AND RUNNING SOUTH 15°08'00" WEST, A DISTANCE OF 80.61 FEET; THENCE TURNING AND RUNNING SOUTH 09°03'38" WEST, A DISTANCE OF 80.61 FEET; THENCE TURNING AND RUNNING SOUTH 08°38'03" WEST, A DISTANCE OF 81.42 FEET; THENCE TURNING AND RUNNING DUE SOUTH, A DISTANCE OF 257.17 FEET; THENCE TURNING AND RUNNING SOUTH 48°55'00" EAST, A DISTANCE OF 34.74 FEET; THENCE TURNING AND RUNNING SOUTH 29°31'14" WEST, A DISTANCE OF 198.01 FEET; THENCE TURNING AND RUNNING DUE SOUTH, A DISTANCE OF 160.00 FEET; THENCE TURNING AND RUNNING DUE WEST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING DUE SOUTH, A DISTANCE OF 235.00 FEET; TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DELFT ROAD, SO CALLED; THENCE TURNING AND RUNNING DUE WEST, ALONG THE CENTERLINE OF SAID DELFT ROAD A DISTANCE OF 1128.74 FEET; THENCE TURNING AND RUNNING DUE NORTH, A DISTANCE OF 25.00 FEET; TO THE POINT OR PLACE OF BEGINNING; CONTAINING 114.50 ACRES, OF LAND, MORE OR LESS.

EXHIBIT "A"

PAGE 1 of 2

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

A PARCEL OF LAND LYING IN BLOCK 7, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS, AS RECORDER IN PLAT BOOK 3, PAGE 58, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THAT PORTION OF DELFT ROAD ADJACENT TO SAID BLOCK 7, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 9, BLOCK 7, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS; THENCE DUE SOUTH, A DISTANCE OF 25.00 FEET; TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DELFT ROAD, SO CALLED; THENCE TURNING AND RUNNING DUE EAST, ALONG THE CENTERLINE OF SAID DELFT ROAD A DISTANCE OF 1126.74 FEET TO THE POINT OF BEGINNING; THENCE THENCE TURNING AND RUNNING DUE NORTH, A DISTANCE OF 235.00 FEET; THENCE TURNING AND RUNNING DUE EAST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING DUE NORTH, A DISTANCE OF 160.00 FEET; THENCE TURNING AND RUNNING NORTH 29°31'14" EAST, A DISTANCE OF 198.01 FEET; THENCE TURNING AND RUNNING NORTH 40°55'00" WEST, A DISTANCE OF 34.74 FEET; THENCE TURNING AND RUNNING DUE NORTH, A DISTANCE OF 257.17 FEET; THENCE TURNING AND RUNNING NORTH 08°39'03" EAST, A DISTANCE OF 81.42 FEET; THENCE TURNING AND RUNNING NORTH 09°03'36" EAST, A DISTANCE OF 80.81 FEET; THENCE TURNING AND RUNNING NORTH 15°08'00" EAST, A DISTANCE OF 80.81 FEET; THENCE TURNING AND RUNNING NORTH 21°08'24" EAST, A DISTANCE OF 80.81 FEET; THENCE TURNING AND RUNNING NORTH 27°10'48" EAST, A DISTANCE OF 80.81 FEET; THENCE TURNING AND RUNNING NORTH 30°12'00" EAST, A DISTANCE OF 425.00 FEET; THENCE TURNING AND RUNNING NORTH 24°49'24" EAST, A DISTANCE OF 85.38 FEET; THENCE TURNING AND RUNNING NORTH 30°12'00" EAST, A DISTANCE OF 225.00 FEET; THENCE TURNING AND RUNNING NORTH 28°34'56" EAST, A DISTANCE OF 91.87 FEET; THENCE TURNING AND RUNNING NORTH 19°35'22" EAST, A DISTANCE OF 97.29 FEET; THENCE TURNING AND RUNNING NORTH 09°29'13" EAST, A DISTANCE OF 97.11 FEET; THENCE TURNING AND RUNNING NORTH 39°43'58" EAST, A DISTANCE OF 38.78 FEET; THENCE TURNING AND RUNNING SOUTH 89°04'12" EAST, A DISTANCE OF 74.27 FEET; THENCE TURNING AND RUNNING SOUTH 81°43'21" EAST, A DISTANCE OF 74.27 FEET; THENCE TURNING AND RUNNING SOUTH 74°22'51" EAST, A DISTANCE OF 74.27 FEET; THENCE TURNING AND RUNNING SOUTH 68°19'43" EAST, A DISTANCE OF 74.52 FEET; THENCE TURNING AND RUNNING NORTH 28°39'43" EAST, A DISTANCE OF 322.91 FEET; THENCE TURNING AND RUNNING SOUTH 88°57'33" EAST, A DISTANCE OF 51.78 FEET; THENCE TURNING AND RUNNING NORTH 88°37'03" EAST, A DISTANCE OF 44.08 FEET; THENCE TURNING AND RUNNING NORTH 33°01'30" EAST, A DISTANCE OF 115.00 FEET; THENCE TURNING AND RUNNING SOUTH 58°58'30" EAST, A DISTANCE OF 156.73 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°31'50", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 30.81 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 48°07'20" WEST, A DISTANCE OF 30.80 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE TURNING AND RUNNING SOUTH 58°58'30" EAST, A DISTANCE OF 156.41 FEET; THENCE TURNING AND RUNNING NORTH 45°53'36" EAST, A DISTANCE OF 87.19 FEET; THENCE TURNING AND RUNNING NORTH 38°18'30" EAST, A DISTANCE OF 85.38 FEET; THENCE TURNING AND RUNNING NORTH 33°10'54" EAST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING NORTH 33°01'30" EAST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING NORTH 30°39'30" EAST, A DISTANCE OF 85.07 FEET; THENCE TURNING AND RUNNING NORTH 23°18'56" EAST, A DISTANCE OF 86.24 FEET; THENCE TURNING AND RUNNING NORTH 20°54'46" EAST, A DISTANCE OF 85.48 FEET; THENCE TURNING AND RUNNING NORTH 52°53'55" EAST, A DISTANCE OF 48.71 FEET; THENCE TURNING AND RUNNING SOUTH 73°44'45" EAST, A DISTANCE OF 82.53 FEET; THENCE TURNING AND RUNNING SOUTH 70°15'42" EAST, A DISTANCE OF 84.16 FEET; THENCE TURNING AND RUNNING SOUTH 37°12'16" WEST, A DISTANCE OF 37.31 FEET; THENCE TURNING AND RUNNING SOUTH 18°53'34" WEST, A DISTANCE OF 54.88 FEET; THENCE TURNING AND RUNNING SOUTH 38°23'05" WEST, A DISTANCE OF 85.15 FEET; THENCE TURNING AND RUNNING SOUTH 47°02'07" WEST, A DISTANCE OF 87.83 FEET; THENCE TURNING AND RUNNING SOUTH 38°23'15" WEST, A DISTANCE OF 85.54 FEET; THENCE TURNING AND RUNNING SOUTH 33°27'13" WEST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING SOUTH 32°58'08" WEST, A DISTANCE OF 85.00 FEET; THENCE TURNING AND RUNNING SOUTH 31°28'14" WEST, A DISTANCE OF 85.03 FEET; THENCE TURNING AND RUNNING SOUTH 24°24'14" WEST, A DISTANCE OF 85.98 FEET; THENCE TURNING AND RUNNING SOUTH 57°01'52" EAST, A DISTANCE OF 156.75 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°27'36", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 47.65 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 18°30'25" EAST, A DISTANCE OF 47.63 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE TURNING AND RUNNING SOUTH 57°01'52" EAST, A DISTANCE OF 198.28 FEET; TO THE WESTERLY RIGHT OF WAY OF IONA ROAD; THENCE TURNING AND RUNNING ALONG THE WESTERLY RIGHT OF WAY OF SAID IONA ROAD, SOUTH 32°58'08" WEST, A DISTANCE OF 210.09 FEET; THENCE TURNING AND RUNNING STILL ALONG SAID IONA ROAD, SOUTH 23°08'13" WEST, A DISTANCE OF 1828.20 FEET; TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 627.47 FEET AND A CENTRAL ANGLE OF 23°08'55", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 253.51 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°33'48" WEST, A DISTANCE OF 251.79 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID LINE BEING THE CENTERLINE OF DELFT ROAD; THENCE TURNING AND RUNNING ALONG THE SAID CENTERLINE DUE WEST, A DISTANCE OF 1181.45 FEET; TO THE POINT OR PLACE OF BEGINNING; CONTAINING 70.75 ACRES, OF LAND, MORE OR LESS.

EXHIBIT "A"
 Page 2 of 2

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

97 APR 16 PM 12:01
 RECEIVED IN OFFICIAL RECORDS
 CLERK OF COURT
 SARASOTA COUNTY, FL