

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

James G. Kattelman, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

**AMENDMENT NO. 3 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARRISON RANCH SUBDIVISION**

This Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for Harrison Ranch Subdivision (the "Amendment") is made this 23rd day of NOVEMBER, 2015 by PULTE HOME CORPORATION, a Michigan corporation ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Harrison Ranch Subdivision dated February 21, 2006 and recorded May 26, 2006 in Official Records Book 2127, Page 7321, Public Records of Manatee County, Florida (the "Declaration"); and

WHEREAS, except as elsewhere defined herein, capitalized terms used in this Amendment shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, the Declaration set forth covenants, conditions and restrictions for Phase IA of the Harrison Ranch Subdivision and was contemplated to be spread to additional phases of the Harrison Ranch Subdivision by Supplemental Declarations pursuant to Article VIII of the Declaration; and

WHEREAS, pursuant to Article VIII of the Declaration, Declarant recorded various Supplemental Declarations for the purpose of submitting additional Phases of the Harrison Ranch Subdivision to the terms and conditions of the Declaration; and

WHEREAS, Section 8.4 of the Declaration provides that, so long as there is Class B membership, Declarant shall be entitled to at any time and from time to time, to plat and/or replat all or any part of the Subdivision without the consent or approval of the Association or any Owner; and

WHEREAS, Section 9.1 of the Declaration provides that, prior to turnover of control of the Association to the Class A Members, the Declaration may be amended by Declarant without consent of any Class A Members; and

WHEREAS, the date of turnover of control of the Association to the Class A Members pursuant to the Declaration has not occurred, and Declarant has the right to amend the Declaration without any consent of the Class A Members; and

WHEREAS, Declarant desires to amend the Declaration to provide that, so long as Declarant owns any property subject to the Declaration, Declarant shall be entitled to plat and/or replat any part of the Subdivision without the consent or approval of the Association or any Owner.

NOW, THEREFORE, for and in consideration of these premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant does hereby declare, covenant and set forth as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated and made a part of this Corrective Supplemental Declaration as if fully set forth therein.

2. Modification of Section 8.4/Platting. Section 8.4 of the Declaration is hereby deleted in its entirety and in lieu and in place thereof is hereby inserted the following amended and restated Section 8.4:

8.4 Platting. So long as Declarant owns any Lots or other property subject to the Declaration, Declarant shall be entitled at any time and from time to time to plat or replat all or any part of the Subdivision, including Lots and Common Areas, and to file subdivision restrictions or amendments thereto with respect to any portion or portions of the Subdivision without the consent or approval of the Association or any Owner (other than the Owner of any Lots to be replatted).

3. No Further Amendment/Binding Effect. Except as hereby amended and modified, the Declaration shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of Declarant and all Lots, Common Areas and Owners subject to the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in the manner and form sufficient to bind it as of the day and year above written.

PULTE HOME CORPORATION, a Michigan corporation

By: 

Name: DANIEL FITZPATRICK

Its: VP OF FINANCE

STATE OF FLORIDA
COUNTY OF ORANGE

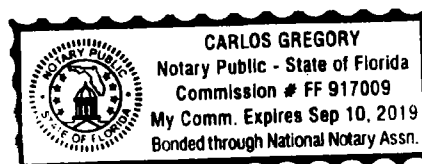
The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER, 2015, by DANIEL FITZPATRICK as VP & FINANCE of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation who ☒ is personally known to me or ☐ produced _____ as identification.


Notary Public

Printed Name: CARLOS GREGORY

Commission No. FF 917009

My Commission Expires: 9/10/19



Prepared by and Return to:
Karen Wonsetler, P.A.
860 North Orange Ave.
Suite 135
Orlando, FL 32801

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
HARRISON RANCH HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HARRISON RANCH HOMEOWNERS ASSOCIATION, INC. ("Declaration") is made on this 24th day of MARCH, 2014, by **PULTE HOME CORPORATION**, a Florida corporation, having an address of 100 BLOOMFIELD HILLS PARKWAY SUITE 300, BLOOMFIELD HILLS, MI 48304 (the "Declarant").

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Harrison Ranch Subdivision, as originally recorded at Book 2127, Page 7321, of the Public Records of Manatee County, Florida (collectively, the "Declaration").

WHEREAS, the Declaration sets forth certain covenants, conditions, easements and restrictions and provides for certain membership property rights, obligations, and other matters; and,

WHEREAS, Article IX, Section 9.1 of the Declaration reserves to the Declarant the right amend any portion of the Declaration prior to turnover of control of the Association to the Class A Members without any consent of the Class A Members; and,

WHEREAS, Article IX, Section 9.4 of the Declaration states that the Declaration, as amended and supplemented from time to time, shall be deemed to run with all properties within the Association and shall remain in full force and effect until terminated; and,

WHEREAS, the Declarant has set forth certain standards and conditions in the Declaration, incorporated by reference in full as if restated in its entirety herein; and,

NOW THEREFORE, in consideration of the premises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals stated above are hereby incorporated herein in full by reference. Capitalized terms used in this Amendment to the Declaration shall have the same meaning as set forth in the Declaration.

2. Article II, Section 2.13 shall be amended to the Declaration as follows:

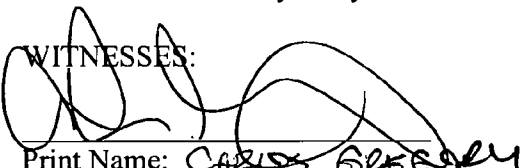
2.13. Fences. Except as may be installed by Declarant or the Association, no fencing, walls, hedgerows, dog runs, animal pens, or similar structures shall be placed or erected on a Lot unless approved in all respects by the Architectural Review Committee prior to installation.

Lots 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48 shall have an affirmative covenant running with the land which shall permit the installation upon any of those expressed Lots a privacy fence so long as the privacy fence complies with Architectural Review Committee standards and if the Owner first receives prior written approval for the privacy fence from the Architectural Review Committee. All other Lots not expressly listed shall have a negative covenant running with the land which shall prohibit the installation of any fence upon those Lots.


3. Reaffirmation. Except as expressly modified hereby, all terms and provisions of the Declaration are hereby ratified, confirmed and shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed as of the day and year first above written.

WITNESSES:


Print Name: CARLOS GREGORY

"DECLARANT"
PULTE HOME
CORPORATION, a Florida corporation

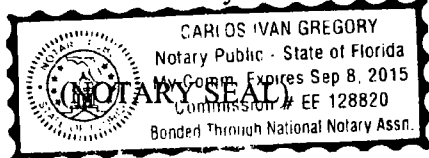

Print Name: DAN FITZPATRICK

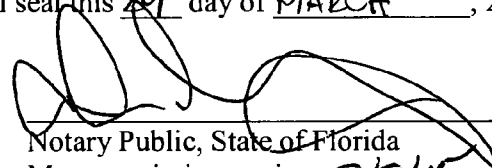
By:  [Seal]
Print Name: DAN FITZPATRICK
Title: VP OF FINANCE

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, DAN FITZPATRICK, as the authorized agent and VP OF FINANCE of Pulte Home Corporation, a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the corporation.

WITNESS my hand and the official seal this 24 day of MARCH, 2014.




Notary Public, State of Florida
My commission expires: 9/8/15

14
\$12050

PREPARED BY AND RETURN TO:

David K. Deitrich, Esq.
Dye, Deitrich, Petruff & St. Paul, P.L.
1111 Third Avenue West, Suite 300
Bradenton, Florida 34205
(941)748-4411

**AMENDMENT #2
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HARRISON RANCH SUBDIVISION**

THIS AMENDMENT # 2 ("Amendment #2") is made as of the 31st day of July, 2009, by **PULTE HOME CORPORATION**, a Michigan Corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed and filed of record, that certain Declaration of Covenants, Conditions and Restrictions for Harrison Ranch Subdivision, dated February 21, 2006, and, recorded in O.R. Book 2127, Page 7321, of the Public Records of Manatee County, Florida, as amended and supplemented (the "Declaration"); and

WHEREAS, Declarant wishes to amend the Declaration pursuant to Section 9.1 thereof,

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Recitals and Definitions. The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used herein shall have the meaning given them in the Declaration, unless the context otherwise clearly indicates, or unless otherwise expressly defined in this Amendment #2.

2. Addition of New Section 2.34. A new Section 2.34 of Article II is created and added to the Declaration, to read as follows:

"2.34. Obligation of Owners to Install Sidewalks. At the time of construction of the initial Home on a Lot, the Owner of such Lot shall be required, at such Owner's expense, to construct and install a public sidewalk in the right of way or easement adjacent to such Lot, as applicable under then current Manatee County codes, ordinances and regulations. The sidewalk shall be constructed in accordance with the approved construction drawings for Harrison Ranch and to the specifications and standards as established by Manatee County. Construction and installation of such sidewalk is a condition precedent to the issuance of a certificate of occupancy for such

Home by Manatee County. Once constructed in accordance with Manatee County requirements, the sidewalk will be maintained by the County."

3. **Amended Exhibit "G"- Notice to Buyers.** There is attached hereto as Exhibit "G," and made a part hereof an amended Exhibit "G," the Notice to Buyers. Said amended Exhibit "G" shall amend, replace and supercede Exhibit "G" attached to the Declaration.

4. **Covenant and Ratification.** Declarant covenants that control of the Association has not been turned over to the Class A Members. The Declaration, as amended hereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by an officer thereunto duly authorized as of the day and year first above written.

Brian M. Mihelich
Print Name Brian M. Mihelich
Alisha Cromie
Print Name Alisha Cromie

PULTE HOME CORPORATION, a Michigan corporation

By: [Signature]
Math O'Brien, as attorney in fact

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 3rd day of July, 2009, by Math O'Brien, as Attorney in Fact for and on behalf of Pulte Home Corporation, a Michigan corporation, who (☒) is personally known to me or (☐) produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 6/7/2012

EXHIBIT "G"

NOTICE TO BUYERS

TO THE PURCHASERS OF LOTS IN HARRISON RANCH, MANATEE COUNTY, FLORIDA:

IN ACCORDANCE WITH SECTION 720.401, FLORIDA STATUTES, YOU ARE HEREBY NOTIFIED THAT THE PURCHASE OF YOUR LOT IS SUBJECT TO THE FOLLOWING MATTERS:

1. THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARRISON RANCH" AS AMENDED FROM TIME TO TIME (HEREINAFTER DECLARATION), A COPY OF WHICH SHALL BE PROVIDED UPON EXECUTION OF YOUR CONTRACT TO PURCHASE. THE DECLARATION GOVERNS THE USE AND OCCUPANCY OF PROPERTIES WITHIN THE SUBDIVISION.
2. OWNERSHIP OF A LOT IN THE HARRISON RANCH SUBDIVISION AUTOMATICALLY MAKES YOU A MEMBER OF THE HARRISON RANCH HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"). YOU ARE OBLIGATED TO BE A MEMBER OF THE ASSOCIATION SO LONG AS YOU OWN A LOT WITHIN THE SUBDIVISION.
3. THE ASSOCIATION HAS THE RIGHT AND POWER TO ASSESS AND COLLECT, AS PROVIDED IN ITS DECLARATION AND BYLAWS, THE COSTS OF MAINTENANCE OF THE COMMON AREA, LIMITED USE COMMON AREA, AND EXCLUSIVE USE COMMON AREA WHICH YOU HAVE A RIGHT TO ENJOY. IN ACCORDANCE WITH THE DECLARATION, YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION.
4. THE INITIAL PROPOSED ASSESSMENT BY THE ASSOCIATION IS EIGHTY DOLLARS (\$80) ANNUALLY FOR EACH LOT. YOU ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY INCREASE THAT AMOUNT AS MAY BE REQUIRED TO MAINTAIN THE AMENITIES OF THE SUBDIVISION IN THE MANNER PROVIDED IN THE DECLARATION AND THE BYLAWS.
5. THERE IS A ONE TIME CAPITAL CONTRIBUTION FEE PAYABLE TO THE ASSOCIATION IN THE AMOUNT EQUAL TO ONE TIME THE ANNUAL ASSESSMENT DUE AT THE TIME OF CLOSING OF ANY SALE, EITHER FROM THE DEVELOPER OR SUBSEQUENT SELLER.
6. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO

CHANGE.

7. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO MANATEE COUNTY OR ANY COMMUNITY DEVELOPMENT DISTRICT THAT MAY BE CREATED IN THE FUTURE OR IN CONJUNCTION WITH OR FOR PURPOSES OF OWNING OR MANAGING ANY OF THE COMMON AREAS OF THE SUBDIVISION.
8. EACH LOT IN THE SUBDIVISION WILL BE PART OF THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT AND THE FOLLOWING NOTICE APPLIES: THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
9. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY THE ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
10. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATION OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION.
11. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE DECLARATION OR OTHER GOVERNING DOCUMENTS OF THE ASSOCIATION WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF PARCEL OWNERS.
12. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PLANTING AND MAINTENANCE OF TREES ON SUCH LOT AS REQUIRED BY MANATEE COUNTY PURSUANT TO FINAL SITE PLAN APPROVAL FOR HARRISON RANCH. TREES MUST MEET THE REQUIREMENTS OF SECTIONS 715.4B AND 715.3.4 OF THE MANATEE COUNTY LAND DEVELOPMENT CODE. EXISTING NATIVE TREES SHOULD BE USED TO FULFILL THE REQUIREMENTS OF THIS PARAGRAPH WHENEVER THEY MEET THE SPACING AND SIZE REQUIREMENTS HEREOF. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR ANY HOME TO BE CONSTRUCTED ON A LOT UNTIL THE CONDITIONS OF THIS PARAGRAPH HAVE BEEN SATISFIED. UPON PURCHASING A LOT, EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE TREES, AND SUCH TREES MAY NOT BE REMOVED WITHOUT APPROPRIATE PERMITS AND AUTHORIZATIONS PROVIDED

BY MANATEE COUNTY, FLORIDA. IF A TREE PLANTED IN COMPLIANCE WITH THE REQUIREMENTS OF THIS PARAGRAPH DIES OR IS REMOVED, THE OWNER OF THE LOT IS RESPONSIBLE TO REPLACE THE TREE WITHIN THIRTY (30) DAYS THEREAFTER. FOR TREE REQUIREMENTS PER LOT, PLEASE SEE ATTACHED SCHEDULE 1.

13. CERTAIN PORTIONS OF THE HARRISON RANCH SUBDIVISION CONTAIN WETLANDS AND WETLAND BUFFERS. THE SIZE AND LOCATION OF SUCH AREAS ARE SET FORTH IN THAT CERTAIN CONSERVATION EASEMENT FOR THE SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AT BOOK 2207, PAGE 2528.
14. THE HARRISON RANCH SUBDIVISION IS LOCATED IN THE UNINCORPORATED AREA OF MANATEE COUNTY IN AN AREA GENERALLY USED FOR AGRICULTURAL PURPOSES. ACCORDINGLY, THE GENERAL AREA SURROUNDING THE SUBDIVISION CONTAINS CERTAIN AGRICULTURAL OPERATIONS. SUCH OPERATIONS MAY GENERATE NOISES AND ODORS TYPICALLY ATTENDANT WITH AGRICULTURAL USES AND MAY UTILIZE PESTICIDES AND HERBICIDES AS PART OF THOSE OPERATIONS.
15. IT IS ANTICIPATED THAT CERTAIN PROPERTY ADJACENT TO HARRISON RANCH MAY BE DEVELOPED IN THE FUTURE. UPON SUCH DEVELOPMENT, THE INTER-NEIGHBORHOOD TIES WITHIN HARRISON RANCH SHALL CONNECT TO A FUTURE ROADWAY CONSTRUCTED WITHIN THE ADJACENT DEVELOPMENT TO SERVE THAT DEVELOPMENT.
16. PROJECT SITE FALLS IN FLOOD ZONES X AND AE WITH THE BASE FLOOD ELEVATIONS OF 28' - 32' ABOVE M.S.L. AND THE FEMA REGULATORY FLOODWAY OF WADE CANAL, PER FIRM PANEL 120153 0205C. SPECIFICALLY, LOTS 748 AND 749 APPEAR TO ENCROACH INTO FLOOD ZONE AE. ALL LOTS ARE PLATTED 50'+ OUTSIDE OF THE FLOODWAY.
17. PER THE FEMA 44 CFR 60.3.C.2, AN AE ZONE SHALL HAVE THE LOWEST HABITABLE FINISHED FLOOR ELEVATED TO OR ABOVE BASE FLOOD ELEVATION (BFE) AND THE REVISED MANATEE COUNTY ORDINANCE 89-10 LOWEST HABITABLE FINISHED FLOOR MUST BE AT BFE PLUS A ONE (1) FOOT FREEBOARD, FLOOD PROTECTION ELEVATION (FPE). THE FINISHED FLOOR OF THE HOMES WITHIN THE AE ZONE MUST BE AT LEAST ONE (1) FOOT HIGHER THAN THE BFE.
18. A FLOODPLAIN MANAGEMENT PERMIT WILL BE NEEDED FOR SUBMITTAL

ALONG WITH THE BUILDING PERMIT APPLICATION.

19. A SEALED SURVEY SHOWING THE FIRM PANEL NUMBER, FLOOD ZONE, FLOOD ZONE LINES DELINEATED, BASE FLOOD ELEVATION WITH EXISTING AND PROPOSED GRADES OF THE LOT, MUST BE SUBMITTED AT THE TIME OF BUILDING PERMIT APPLICATION, UNLESS THERE IS A FEMA APPROVED LOMR (LETTER OF MAP REVISION) FOR THE ABOVE LOTS, IN WHICH CASE THE SURVEYOR WILL NEED TO NOTE THE CASE NUMBER ON THE SURVEY.
20. THE BUYER IS HEREBY NOTIFIED THAT IF THEIR STRUCTURE LIES WITHIN THE FLOODPLAIN THEIR MORTGAGE LENDER MAY REQUIRE THEM TO PURCHASE FLOOD INSURANCE. MORTGAGE LENDERS MAKE THEIR OWN FLOOD DETERMINATION AND IT MAY DIFFER FROM THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION.
21. AS A CONDITION OF OBTAINING A CERTIFICATE OF OCCUPANCY FOR THE INITIAL HOME CONSTRUCTED ON A LOT, THE OWNER MUST INSTALL AT HIS EXPENSE A PUBLIC SIDEWALK IN THE RIGHT OF WAY OR EASEMENT ADJACENT TO THE LOT. THE SIDEWALK MUST BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS FOR HARRISON RANCH AND ALL APPLICABLE MANATEE COUNTY CODES, ORDINANCES AND REGULATIONS. SEE SECTION 2.34 OF THE DECLARATION.
22. THE FOREGOING STATEMENTS ARE ONLY SUMMARY IN NATURE AND SHALL NOT BE DEEMED TO SUPERSEDE OR MODIFY THE PROVISIONS OF THE DECLARATION, OR ANY LOT SALES CONTRACT BETWEEN BUYER AND DECLARANT. YOU SHOULD REFER TO THE DECLARATION AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY WITHIN THE SUBDIVISION.
23. THE GOVERNING DOCUMENTS OF THE ASSOCIATION, INCLUDING THE DECLARATION, ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN MANATEE COUNTY, FLORIDA, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE:

PURCHASER

DATE:

PURCHASER

J:\Docs\Harrison Ranch\Exhibits\Exhibit G - HR Notice to Buyers.3.0.RL.doc

SCHEDULE 1

LOT TREE CHART (STREET TREES - TOTAL)
HARRISON RANCH PHASE 1-B

Page 2 of 2

TABLE VIII		TABLE IX	
LOT #	2.5"	LOT #	2.5"
295	1	513 Villa	1
296	1	514 Villa	1
297	1	515 Villa	1
298	1	516 Villa	1
299	2	517 Villa	1
300	1	518 Villa	1
301	1	519 Villa	1
302	1	520 Villa	1
303	2	521 Villa	1
304	1	522 Villa	1
305	3	523 Villa	1
306	1	524 Villa	1
307	2	525 Villa	1
308	1	526 Villa	1
309	2	527 Villa	1
310	1	528 Villa	1
311	2	529 Villa	1
312	1	530 Villa	1
313	1	TOTAL	18
314	2		
315	1		
316	1		
317	1		
318	2		
319	1		
320	1		
321	1		
322	1		
323	1		
324	1		
501 Villa	1		
502 Villa	1		
503 Villa	1		
504 Villa	1		
505 Villa	1		
506 Villa	1		
507 Villa	1		
508 Villa	1		
509 Villa	0		
510 Villa	1		
511 Villa	1		
512 Villa	1		
TOTAL	50		

TABLE X	
LOT #	2.5"
318	2
319	1
320	1
321	1
322	1
323	1
324	1
501 Villa	1
502 Villa	1
503 Villa	1
504 Villa	1
505 Villa	1
506 Villa	1
507 Villa	1
508 Villa	1
509 Villa	0
510 Villa	1
511 Villa	1
512 Villa	1
TOTAL	50

*Proposed trees may utilize Live Oak, Slash Pine, Magnolia, or Red Cedar at the same calliper listed above. Trees must be at minimum Florida No. 1 grade.

Schedule I
LOT TREE (STREET TREES - TOTAL)
HARRISON RANCH PHASE IIA

TABLE I			TABLE II			TABLE III			TABLE IV			TABLE V		
LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM
477	1	1	554	1	1	596	1	1	1060	1		1087	1	
478	1		555	1		597	1		1061	1		1088	1	
479	1		556	1		598	1		1062	1		1089	1	
480	1		557	1	1	599	1	1	1063	1		1090	1	
481	1	1	558	1		600M	1		1064	1		1091		
482	1		559	2	1	601M	1		1065	1		1092	1	
483	2	1	560	1		602M	1		1066	1		1093	1	
484	1		561	1		603M	1		1067	1		1094	1	
485	1	1	562	1	1	604M	1		1068	1		1095		
486	1		563	1	1	605M	1		1069	1		1096	1	
487	1		564	1		606M	1		1070			1097	1	
488	2	1	565	1		607M	1		1071	1		1098	1	
489	1	1	566	1		608M	1		1072	1		1099	1	
490	1		567	1		609M	1		1073	1		1100	1	
491	1		568	1		1032	1		1074	1		1101	1	
492	1		569	1	1	1033	1		1075	1		1102		
493	1		570	1	1	1034			1076			1103	1	
494	1	1	571	1	1	1035	1		1077	1		1104	1	
495	1		572	1		1036	1		1078	1		1105	1	
531	2	1	573	1		1037	1		1079	1		1106	1	
532	1	1	574	1		1038			1080	1		1107	1	
533	1		575	2	1	1039	1		1081	1		1108	1	
534	1		576	1	1	1040	1		1082	1		1109	1	
535	1	1	577	1		1041	1		1083	1		1110	1	
536	1		578	1	1	1042	1		1084	1		1111		
537	1		579	1		1043			1085			1112	1	
538	1		580	1		1044	1		1086	1		1113	1	
539	1	1	581	1	1	1045			TOTAL	24	0	TOTAL	23	0
540	1		582	1		1046	1							
541	1		583	1		1047	1							
542	1		584	1	1	1048	1							
543	1		585	1		1049	1							
544	1		586	1		1050	1							
545	1	1	587	1		1051	1							
546	1		588	1		1052								
547	1		589	1		1053	1							
548	1	1	590	1		1054	1							
549	1		591	1	1	1055	1							
550	1		592	1	1	1056	1							
551	1	1	593	1		1057	1							
552	1		594	1	1	1058	1							
553	1		595	1		1059	1							
TOTAL	45	14	TOTAL	44	16	TOTAL	37	2						

2.5" CAL.	PALM
45	14
44	16
37	2
24	0
23	0
173	32

Schedule 1
LOT TREE CHART (STREET TREES - TOTAL)
HARRISON RANCH PHASE IIB

TABLE I			TABLE II			TABLE III			TABLE IV			TABLE V		
LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM
610	1	1	652	1	1	694	1	1	736	1	1	778	1	1
611	2	1	653	1	1	695	1	1	737	1	1	779	1	1
612	1	1	654	1	1	696	1	1	738	1	1	780	1	1
613	1	1	655	1	1	697	2	1	739	1	1	781	1	1
614	1	1	656	1	1	698	1	1	740	1	1	782	1	1
615	1	1	657	1	1	699	1	1	741	1	1	783	1	1
616	1	1	658	1	1	700	1	1	742	1	1	784	1	1
617	1	1	659	1	1	701	1	1	743	1	1	785	1	1
618	1	1	660	2	1	702	1	1	744	1	1	786	1	1
619	1	1	661	1	1	703	1	1	745	1	1	787	1	1
620	1	1	662	1	1	704	1	1	746	1	1	788	1	1
621	1	1	663	1	1	705	1	1	747	1	1	789	1	1
622	1	1	664	1	1	706	1	1	748	1	1	790	1	1
623	1	1	665	1	1	707	1	1	749	1	1	791	1	1
624	1	1	666	1	1	708	1	1	750	1	1	792	1	1
625	1	1	667	1	1	709	2	2	751	1	1	793	1	1
626	1	1	668	1	1	710	1	1	752	1	1	794	1	1
627	2	1	669	1	1	711	1	1	753	1	1	795	1	1
628	1	1	670	1	1	712	1	1	754	1	1	796	1	1
629	1	1	671	1	1	713	1	1	755	1	1	797	2	1
630	1	1	672	1	1	714	1	1	756	1	1	798	1	1
631	1	1	673	1	1	715	1	1	757	1	1	799	1	1
632	1	1	674	1	1	716	1	1	758	1	1	800	1	1
633	2	1	675	1	1	717	1	1	759	1	1	801	1	1
634	1	1	676	1	1	718	1	1	760	1	1	802	1	1
635	1	1	677	1	1	719	1	1	761	1	1	803	1	1
636	1	1	678	1	1	720	1	1	762	1	1	804	1	1
637	1	1	679	1	1	721	1	1	763	2	2	805	3	1
638	1	1	680	1	1	722	1	1	764	1	1	806	1	1
639	1	1	681	1	1	723	1	1	765	1	1	807	1	1
640	1	1	682	1	1	724	1	1	766	1	1	808	1	1
641	1	1	683	1	1	725	1	1	767	1	1	809	1	1
642	1	1	684	1	1	726	1	1	768	1	1	810	1	1
643	1	1	685	1	1	727	1	1	769	1	1	811	1	1
644	1	1	686	1	1	728	1	1	770	1	1	812	1	1
645	1	1	687	1	1	729	1	1	771	1	1	813	1	1
646	1	1	688	1	1	730	1	1	772	1	1	814	1	1
647	1	1	689	1	1	731	1	1	773	1	1	815	1	1
648	1	1	690	1	1	732	2	2	774	1	1	816	1	1
649	1	1	691	1	1	733	2	2	775	2	2	817	1	1
650	1	1	692	1	1	734	2	2	776	1	1	818	2	1
651	1	1	693	2	1	735	1	1	777	1	1	819	1	1
TOTAL	44	21	TOTAL	43	5	TOTAL	47	17	TOTAL	43	15	TOTAL	42	16

Schedule 1
LOT TREE CHART (STREET TREES - TOTAL)
HARRISON RANCH PHASE IIB

TABLE VI			TABLE VII			TABLE VIII			TABLE IX			TABLE X		
LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM	LOT #	2.5" CAL.	PALM
820	1	1	862	1		905	1	1	948	1		991	1	
821	1		863	1		906	1		949	1	1	992	1	
822	1		864			907	1		950	1		993	1	
823	1		865	1	1	908	1		951	1		994	1	1
824	1		866	1		909	1	1	952	1	1	995	1	
825	1		867	1		910	1		953	1	1	996	1	
826	2	1	868			911		1	954	1		997	2	1
827	1		869	1		912	1		955	1	1	998	1	
828	1		870	1		913	1		956	1	1	999	1	
829	1		871	1	1	914	1		957	1	1	1000		
830	1		872	2	1	915	1	1	958	2		1001	1	1
831	1	1	873	1		916	1		959	1		1002	1	1
832	1		874	1	1	917	2	1	960	1	1	1003	1	
833	1		875	1		918	1	1	961	1		1004	1	
834	1		876	1		919	1	1	962	1		1005	1	
835	1		877	1		920	1		963	1		1006	1	
836	2	1	878	2	1	921	1		964	2	2	1007	1	1
837	1		879	1		922	1		965	1	1	1008	1	
838	1	1	880			923	1	1	966	1		1009	1	
839	1	1	881	2		924	1		967	1		1010	1	1
840	1		882	1		925	2	1	968	1		1011	2	2
841	1		883	1	1	926	1		969	2	2	1012	2	
842	1		884	1	1	927	1		970	1		1013	1	1
843	1		885	1		928	1		971	1		1014	1	
844	1		886	1	1	929	2	1	972	1		1015	1	1
845	1		887	1		930	1		973	2	2	1016	2	2
846	1		888	1	1	931	1	1	974	1		1017	1	
847	1		889	2	1	932	1		975	1	1	1018	1	
848	1	1	890	1		933		1	976	2	1	1019	1	1
849	1		891	1	1	934	2		977	1		1020	1	
850	2	1	892	1		935	1		978	1	1	1021	1	
851	1		893	1		936	1		979	1		1022	1	
852	1		894	1		937	1		980	1		1023	1	
853	1		895	1	1	938	1		981	1		1024	1	1
854	2	1	896	1		939	1		982	1		1025	1	
855	1		897	2		940	1	1	983	2	2	1026	1	1
856	1		898	1	1	941	3		984	1		1027	2	2
857	1	1	899	1		942	1		985	1		1028	1	1
858	2	2	900	1		943	1		986	1		1029	1	
859	1		901	1		944	1	1	987	1		1030	0	1
860	1		902	2	2	945			988	2	2	1031	2	1
861	1		903	1		946	1	1	989	1	1	TOTAL	46	20
TOTAL	46	12	904	2	1	947	1		990	1	1			
			TOTAL	47	16	TOTAL	46	16	TOTAL	50	24			

2.5" CAL.	PALM
LOT TABLE I TOTAL	44 21
LOT TABLE II TOTAL	43 5
LOT TABLE III TOTAL	47 17
LOT TABLE IV TOTAL	43 15
LOT TABLE V TOTAL	42 16
LOT TABLE VI TOTAL	46 12
LOT TABLE VII TOTAL	47 16
LOT TABLE VIII TOTAL	46 16
LOT TABLE IX TOTAL	50 24

Schedule 1
LOT TREE CHART (STREET TREES - TOTAL)
HARRISON RANCH PHASE IIB

LOT TABLE X TOTAL	46	20
	TOTAL 454	162



PREPARED BY AND RETURN TO:

David K. Deitrich, Esq.
Dye, Deitrich, Petruff & St. Paul, P.L.
1111 Third Avenue West, Suite 300
Bradenton, Florida 34205
(941)748-4411

**AMENDMENT #1
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HARRISON RANCH SUBDIVISION**

THIS AMENDMENT #1 ("Amendment #1") is made as of the 5th day of August, 2010, by **PULTE HOME CORPORATION**, a Michigan Corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed and filed of record, that certain Declaration of Covenants, Conditions and Restrictions for Harrison Ranch Subdivision, dated February 21, 2006, and, recorded in O.R. Book 2127, Page 7321, of the Public Records of Manatee County, Florida, as amended and supplemented (the "Declaration"); and

WHEREAS, Declarant wishes to amend the Declaration pursuant to Section 9.1 thereof,

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Recitals and Definitions. The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used herein shall have the meaning given them in the Declaration, unless the context otherwise clearly indicates, or unless otherwise expressly defined in this Amendment #1.

2. Addition of New Article X. A new Article X is created and added to the Declaration, to read as follows:

**"ARTICLE X
SURFACE WATER MANAGEMENT SYSTEM**

The provisions of this Article X shall apply to the Surface Water Management System and Surface Water Management System Facilities, which are developed, operated, and maintained pursuant to the terms and conditions of the ERP, as those terms are defined in Section 10.1.

10.1. Definitions. The following words and terms, when used in this Declaration, or in any amendment, supplemental declaration, exhibit thereto, the Rules and Regulations, and any other instrument executed with respect to any of the foregoing, shall, unless the context clearly otherwise indicates, have the following meanings:

(a) **"CDD Property"** means real property, and interests therein, including easements, licenses or servitudes, owned by, or granted or leased to, the CDD, or the use of which has been granted to the CDD, whether by the Declarant, the Association, or others, together with all improvements thereto, and any personal property owned or leased by the CDD.

(b) **"ERP"** means an environmental resource permit issued with respect to the Subdivision by SWFWMD, or any similar permit or approval issued by the Florida Department of Environmental Protection ("FDEP"), or other agency having jurisdiction.

(c) **"Surface Water Management System"** means that stormwater management system within the Subdivision, as defined by Chapter 40D, Florida Administrative Code, including but not necessarily limited to that system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

(d) **"Surface Water Management System Facilities"** means those facilities that form a part of the Surface Water Management System, and shall include, but not necessarily be limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas.

(e) **"SWFWMD"** means the Southwest Florida Water Management District, or any successor agency.

10.2. Duties and Powers of the Association with Respect to Surface Water Management System Facilities. In addition to the duties and powers of the Association enumerated elsewhere in this Declaration, and under the Articles and Bylaws, and without limiting the generality thereof, the Association shall:

(a) have the authority, duty and responsibility for the operation and maintenance of the Surface Water Management System Facilities until such time as the Surface Water Management System Facilities become CDD Property. Operation, maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the ERP.

(b) own and convey property.

(c) operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

(d) establish Rules and Regulations.

- (e) Assess Members and enforce Assessments.
- (f) sue and be sued.
- (g) contract for services to provide for the operation and maintenance of the Surface Water Management System Facilities.

10.3. CDD Property. It is likely that the Surface Water Management System Facilities will be designated CDD Property by Declarant, and that the CDD will be responsible for the operation and maintenance thereof. The Association shall be responsible for Surface Water Management System Facilities until such time as the CDD has been formed, the Surface Water Management System Facilities are designated as CDD Property by Declarant pursuant to Section 10.12, and the CDD has assumed responsibility therefore with SWFWMD. So long as the Surface Water Management System Facilities are not CDD Property, then the Association shall be responsible for Surface Water Management System Facilities as otherwise provided herein.

10.4. Easement. Declarant hereby reserves for itself, its successors and assigns, and grants to SWFWMD, the CDD, the Association, and their respective designees, a perpetual, non-exclusive easement over and across all areas within the Subdivision in which there are Surface Water Management System Facilities. The purpose of such easement shall be for the operation, maintenance, inspection, monitoring, repair, and replacement of the Surface Water Management System Facilities. The easement shall include the reasonable right of access across the Lots, the Common Area, Exclusive Use Common Areas, Limited Use Common Areas, and CDD Property to carry out any maintenance or operational right or responsibility of Declarant, the Association, SWFWMD, or the CDD.

10.5. Responsibility for Operation. The Association shall be responsible for the operation and maintenance of the Surface Water Management System Facilities, pursuant to the ERP. The Association's cost with respect thereto shall be a Common Expense. Operation and maintenance and reinspection reporting with respect to the Surface Water Management System Facilities shall be performed in accordance with the terms and conditions of the ERP. If there is a delayed transfer of the ERP to the Association, then the permittee thereunder shall continue to have responsibility thereunder until such responsibility is transferred to the Association. (In such event, the permittee must submit to SWFWMD appropriate documentation required by SWFWMD, and which must be approved by SWFWMD, before the transfer of responsibility to the Association is effective.) Upon such transfer of responsibility from the permittee, the Association shall thereafter have responsibility for the maintenance of the Surface Water Management System Facilities. Notwithstanding that responsibility pursuant to the ERP may not have yet been transferred to the Association, the cost of operation and maintenance of the Surface Water Management System Facilities, prior to such transfer, shall be paid by the Association as a Common Expense. If and to the extent the Surface Water Management System Facilities are CDD Property, then the responsibility for the operation and maintenance of the Surface Water Management Systems Facilities shall be that of the CDD, at its expense.

10.6. Enforcement. SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities for which the Association has responsibility.

10.7. On-Site Wetland Mitigation. If the Subdivision has on-site wetland mitigation, as defined by SWFWMD, which is not the responsibility of the CDD, and which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its annual budget for monitoring and

maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is/are successful in accordance with the ERP.

10.8. Activities Prohibited. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not necessarily limited to, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System Facilities. If the Subdivision includes a "wetland mitigation area," or a "wet detention pond," as those terms are defined by SWFWMD, no vegetation in those areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the ERP may be conducted without specific written approval from SWFWMD.

10.9. Amendments. Any amendment to the Declaration, Articles, or Bylaws affecting the Surface Water Management System Facilities, or the operation and maintenance, thereof, shall require the prior written approval of SWFWMD.

10.10. Dissolution of Association. If the Association is permanently dissolved, the control or right of access to any property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not-for-profit corporation similar to the Association. If the Association is permanently dissolved, then, unless the Surface Water Management Facilities are CDD Property, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the ERP, unless and until an alternate entity assumes responsibility in accordance with this Section.

10.11. Additional Wetland Restrictions.

(a) **Construction Restrictions.** No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Conservation Areas, Preservation Areas, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the ERP or recorded Plat of the Subdivision, unless prior approval is received from the SWFWMD, Sarasota Regulation Department.

(b) **Wet Detention Ponds.** With respect to all Lots abutting wet detention ponds, if any, the Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Regulation Department, Regulation Manager.

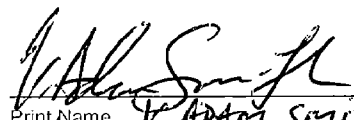
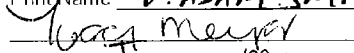
(c) **Removal of Vegetation.** The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by SWFWMD. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention pond shall be addressed to SWFWMD, Sarasota Regulation Manager.

10.12. Designation of Surface Water Management System Facilities as CDD Property.

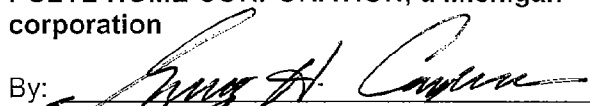
Provided that the CDD has been lawfully established, the Declarant reserves the right, at its option, to designate the Surface Water Management System Facilities, as "CDD Property." If Declarant does so designate the Surface Water Management System Facilities as CDD Property, then Declarant shall also designate what Common Area, Exclusive Use Common Area, or Limited Use Common Area, easements therein, or other easements, are to be transferred and conveyed to the CDD as CDD Property. If any such property or interest therein has been transferred or conveyed to the Association prior to the designation of same as CDD Property by Declarant, then upon designation, the Association shall, upon Declarant's written direction, transfer, convey, or assign such property and/or easements to the CDD, and, in such event, any consideration payable by the CDD for such transfer shall be payable to the Declarant, or if payable to the Association, shall upon receipt by the Association be transferred and paid to the Declarant. Declarant may effect such designation of property as CDD Property by an amendment to this Declaration, or a Supplemental Declaration, which shall be effective when recorded among the Public Records of Manatee County, Florida. Until the effective date of such designation, the Association shall remain responsible for the operation and maintenance of the Surface Water Management System Facilities, as otherwise provided in this Declaration."

3. Covenant and Ratification. Declarant covenants that control of the Association has not been turned over to the Class A Members. The Declaration, as amended hereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by an officer thereunto duly authorized as of the day and year first above written.

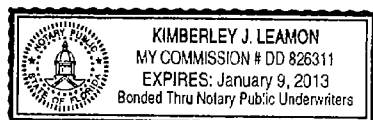

 Print Name W. ADAM SMITH

 Print Name Tracy Meyer

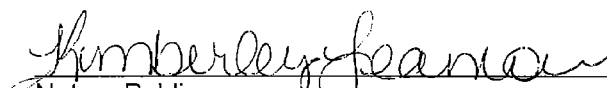
PULTE HOME CORPORATION, a Michigan corporation

By: 
Scott H. Campbell, its _____ President

**STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 5th day of Aug., 2010, by Scott H. Campbell, as _____ President of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation who (☒) is personally known to me or (☐) produced _____ as identification.




 Notary Public
 My Commission Expires: 1/9/13

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared By
And Should Be Returned To:
Gary K. Hunter, Jr.
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, Florida 32301
(850) 222-7500

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HARRISON RANCH SUBDIVISION**

THIS DECLARATION is made and entered into on this 21st day of Feb., 2008, by Pulte Home Corporation, a Michigan Corporation (hereinafter "Declarant").

RECITALS

A. Declarant owns fee simple absolute in all of that certain real property located in Manatee County, Florida, and known by official designation as "Harrison Ranch" according to the plat thereof to be recorded in the Official Records of Manatee County, Florida (the "Subdivision"). A true and correct copy of the legal description of Phase IA for the Subdivision is attached hereto as **Exhibit A** and is made a part hereof.

B. The Subdivision will consist of detached single-family homes, townhomes, and/or villas. The purpose of this Declaration is to set forth covenants, conditions, and restrictions applicable generally to all lots and common areas within the Subdivision and any properties annexed to the Subdivision, except as expressly provided herein. Declarant may execute supplemental declarations applicable to certain neighborhoods or areas within the Subdivision intended exclusively for the use of lot owners within such neighborhoods or areas for purposes of setting forth particular covenants, conditions and restrictions applicable only to those lots and exclusive use common areas.

C. The Subdivision is being developed in conjunction with a community development district pursuant to Chapter 190, Florida Statutes.

D. For the purpose of enhancing and protecting the value, attractiveness and desirability of the real property constituting the Subdivision, Declarant states that all of the real property, described above, and each part thereof shall be held, sold, leased, transferred, mortgaged, and conveyed only subject to the following easements, covenants, conditions and restrictions, and declares that such restrictive covenants shall apply to and bind Declarant, its successors and assigns for the term set forth hereinafter and that such covenants shall run with the land and shall be binding on all parties having any right, title, or interest in the above

described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof. Provided however, that no lands owned by a community development district and utilized for a public purpose shall be subject to this Declaration.

ARTICLE I DEFINITIONS

1.1. Articles - The term "Articles" as used herein shall mean the Articles of Incorporation of the Harrison Ranch Homeowners' Association which have been filed in the Office of the Secretary of State for the State of Florida, as the same may be amended from time to time.

1.2. Association - The term "Association" as used herein shall mean and refer to Harrison Ranch Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.3. Board - The term "Board" as used herein shall mean and refer to the Board of Directors of the Association.

1.4. Bylaws - The term "Bylaws" as used herein shall mean and refer to the Bylaws of the Association, as the same may be amended from time to time.

1.5. CDD - The term "CDD" as used herein shall mean and refer to that certain Community Development District created for purposes of the Subdivision pursuant to Chapter 190, Florida Statutes.

1.6. Common Area - The term "Common Area" as used herein shall mean all real property and all improvements thereon within the Subdivision intended for the common use and enjoyment of the Owners. The Common Area may include, among other things, any easements granted for the common use and enjoyment of the Owners and any improvements constructed thereon; roads; parking facilities; sidewalks; pedestrian or nature paths; entryways; open areas; swales; ponds; wetlands; and/or conservation areas. The Common Area is described as the real property depicted on the Plat attached hereto as **Exhibit B**, less and except all numbered Lots as shown thereon and less and except all Exclusive Use Common Areas and Limited Use Common Areas within the Subdivision. Notwithstanding the foregoing, Common Area shall not include any properties owned by a CDD once established. A list of holdings of the Association is attached hereto as **Exhibit C** and made a part hereof.

1.7. Common Expenses - The term "Common Expenses" as used herein shall mean the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Common Area, including all reasonable reserves as may be found necessary for purposes of maintaining the Common Area and all administrative, operation and management expenses incurred in the operation of the Association. An estimated ten (10) year budget for the Association is attached hereto as **Exhibit D** and made a part hereof.

1.8. Declarant - The term "Declarant" as used herein shall mean and refer to Pulte

Home Corporation, its successors and assigns.

1.9. Exclusive Use Common Area - The term "Exclusive Use Common Area" shall mean and refer to those portions of the Subdivision dedicated to the exclusive use of Owners of Lots improved with Townhomes.

1.10. Governing Documents - The term "Governing Documents" as used herein shall mean this Declaration, the Articles, and the Bylaws, collectively, any supplemental declarations and any and all rules and regulations of the Association as the Board may duly adopt from time to time.

1.11. House, Residence, Building, Structure, or Dwelling - The terms "house", "residence", "building", "structure", or "dwelling" as used herein with reference to building setback lines shall include galleries, porches, porte cochere, projections, and every other permanent part of such improvements, including air conditioner compressor slabs, but excluding roof overhangs and swimming pools.

1.12. Institutional Lender - The term "Institutional Lender" as used herein shall mean any bank, savings and loan association, insurance company, real estate investment trust, pension fund, governmental agency, and any other recognized institutional lender which holds a mortgage or lien on any Lot.

1.13. Limited Use Common Area - The term "Limited Use Common Area" as used herein means and refers to any Common Areas within a designated Neighborhood or privately gated area in the Subdivision to the extent such area is not made generally accessible to all Lot Owners within the Subdivision and is intended solely for the exclusive use and enjoyment of Owners within such Neighborhood or privately gated area.

1.14. Lot - The term "Lot" as used herein shall mean and refer to those individual Lots as described on the plat of Harrison Ranch Phase IA, a subdivision, as recorded in the Public Records of Manatee County, Florida, including improvements constructed thereon by Declarant, with the exception of the Common Area.

1.15. Member - The term "Member" as used herein shall mean and refer to any person or entity that is an Owner, as defined herein, and, as such, comprises the Association membership.

1.16. Neighborhood - The term "Neighborhood" as used herein shall mean and refer to any separate neighborhood designated within the Subdivision by a duly executed supplemental declaration of covenants, conditions and restrictions or by the Board or any privately gated area of the Subdivision (excluding individual Lots), which is not generally accessible to all Lot Owners.

1.17. Neighborhood Assessments - The term "Neighborhood Assessments" as used herein means and refers to any and all assessments levied only against the Lots within a designated Neighborhood to fund Neighborhood Expenses.

1.18. Neighborhood Committee - The term "Neighborhood Committee" as used herein shall mean and refer to any committee established by the Board or by Supplemental Declaration for purposes of exercising Board powers (to the extent authorized by law) or to provide recommendations to the Board or Association Membership.

1.19. Neighborhood Expenses - The term "Neighborhood Expenses" as used herein shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood, including any reserve for capital repairs and replacements and administrative charges authorized by this Declaration or any Supplemental Declaration(s) applicable to such Neighborhood.

1.20. Owner - The term "Owner" as used herein shall mean and refer to the record Owner, whether one or more person or entities, of the fee simple title to any Lot which is part of the Subdivision, as defined herein.

1.21. Plat - The term "Plat" as used herein means any subdivision plat for Harrison Ranch which is recorded in the Official Records of Manatee County, Florida, and any other recorded plat which is made subject to the provisions of this Declaration, as the same may be amended from time to time.

1.22. Residential - The Term "residential" as used herein shall be held and construed to include single family homes, duplexes, townhomes, and villas.

1.23. Supplemental Declaration - A recorded instrument which subjects additional property to this Declaration, designates Neighborhoods, identifies Common Area, Limited Use Common Area, Exclusive Use Common Area, and/or imposes additional restrictions and obligations on the land described therein.

1.24. Townhome - The term Townhome shall mean any townhome or villa structure developed by Declarant on any Lot within the Subdivision.

ARTICLE II COVENANTS AND RESTRICTIONS

2.1. Residential Use. All Lots in the Subdivision shall be known, described, used and occupied for single family residential purposes, with no more than one dwelling per Lot.

2.2. No Commercial Activity. No commercial or other business activity shall be permitted on any Lot without the prior written consent of the Association. As used herein, the term "commercial or other business activity" shall mean, without limitation, any retail, commercial, or other business activity (whether for-profit or not-for-profit). Notwithstanding the foregoing, home businesses which do not generate pedestrian or vehicular traffic, excessive noise, and which otherwise comply with this Declaration may be permitted with prior Board approval.

2.3. Design Approval. No structures shall be erected, altered, placed or permitted to remain on any Lot until the design, plan, and location thereof have been approved in writing by Declarant, its successors in interest, or the Architectural Review Committee. All approved structures shall be new, of quality construction, and harmonious with the character of the subdivision. If Declarant should fail to approve or disapprove the design, plan, or location within sixty (60) days after their submission, then it shall be presumed that the same have been approved, provided the design, plan and location of the proposed structure conform to and are in harmony with existing structures in the Subdivision and the other requirements of this Declaration are fully observed.

2.4. Easement Maintenance. All Lot Owners bordering easements within the Subdivision (excluding any utility easements or other underground easements) shall share equally in maintaining such easements and the improvements thereon. Nothing herein shall limit or restrict the obligations of Lot Owners to maintain any and all easements (excluding utility or other underground easements) which are located in whole or in part on such Lot Owners' properties.

2.5. Out-Buildings. Except as may be installed initially by Declarant, no mobile, modular, pre-fabricated building of any type, shed or any other out-building or structure of any kind shall be allowed on any Lots, temporarily, or at any time.

2.6. Mining or Drilling. Except as authorized by Declarant or the Association in writing, there shall be no mining, quarrying, excavation, or drilling for minerals, gas, or other material on any portion of the Subdivision, including any Lot. Nothing herein shall prohibit Declarant or the Association from conducting mining, quarrying, excavation, drilling or similar operations for purposes of maintaining or repairing any portion of the Common Area or for purposes of developing or constructing any portion of the Subdivision.

2.7. Nuisance. No noxious or offensive trade or activity shall be carried on at any time on any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance to the adjoining lot(s) or the neighborhood generally.

2.8. Pets & Wild Animals. No animals other than cats, dogs, or other household pets shall be kept temporarily or permanently on any Lot. No livestock or poultry of any kind shall be kept or raised on any Lot. No household pets shall be kept, bred, or raised on any Lot for commercial purposes. Any animal which, in the sole opinion of Association, is or becomes dangerous or an annoyance or nuisance in the Subdivision, or destructive of wildlife, immediately upon notice by the Association to the Owner of such animal, may not thereafter be kept on the Lot. Owners shall be responsible for prompt removal of any pet litter of their pets. When off of the pet Owner's Lot, all pets shall be kept on leash or otherwise restrained and under the physical control of a responsible party. Lot Owners shall not feed any wild animals within the Subdivision.

2.9. Trash. No garbage, trash, refuse, rubbish, ashes, inoperative vehicles (that have been inoperative for more than thirty (30) days), junk or other waste shall be thrown, dumped or

stored on any Lot, park, street, easement or alley in the Subdivision or permitted to remain upon any such place. All garbage shall be kept in sanitary containers and hidden from view except when placed at a street edge for regularly scheduled pickup. Sanitary containers may only be placed at the street's edge for pickup after dusk the day before scheduled pickup, and such containers must be stored from sight after pickup by dusk the night of pickup. During construction, any debris shall be kept contained and as neat as possible, and a container shall be maintained on site for such debris.

2.10. Signs. No signs of any kind shall be displayed to the public view from any Lot except one professional sign not more than four (4) feet square advertising the Lot for sale or any professionally prepared realtor sign. Signs displaying a Lot Owner's name and address that are approved in advance in writing by Declarant may be permitted. Notwithstanding the foregoing, the Declarant reserves the right for itself, its successors and assigns, its nominees, and the Association to install and maintain anywhere within the Subdivision any and all signs related to the construction, marketing, sale, or rental of any Lots in the Subdivision and any informational or directional signage as Declarant deems necessary in its sole discretion.

2.11. Clotheslines. Clotheslines are prohibited.

2.12. Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other residence or the improvements thereon or upon any Common Area, Exclusive Use Common Area, Limited Use Common Area, or any part thereof, without the prior written authorization of the Association.

2.13. Fences. Except as may be installed by Declarant or the Association, no fencing, walls, hedgerows, dog runs, animal pens, or similar structures shall be placed or erected on a Lot unless approved in all respects by the Architectural Review Committee prior to installation.

2.14. Mailboxes. All mailboxes installed in the Subdivision must be approved in all respects by the Association prior to installation.

2.15. Window Treatments. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a residence shall have a white, beige, or similar light coloring, or shall have the same color as the exterior paint (body) color of the homes so long as such color is approved by the Architectural Review Committee.

2.16. Parking. Vehicles may only be parked in driveways or such areas designated for guest parking by the Declarant or Association. Vehicles shall not be parked on streets, access-roads, landscaped areas, paths, or sidewalks within the Subdivision. No vehicle covers are permitted within the Subdivision. The Association shall have the right to tow improperly or illegally parked vehicles from private streets, paths, rights of way and other Common Areas at the vehicle owner's expense.

2.17. Garage Doors. Garage doors on each Lot must remain closed when not in use.

2.18. No Subdivision. No Lot or any portion thereof shall be subdivided without Declarant's or its successor's prior written consent and without securing all necessary governmental approvals.

2.19. Leasing. Lots may not be leased for a period of less than seven (7) months, and no Lot may be leased more than two (2) times per year. Upon leasing any Lot, the Owner of such Lot must provide the Association with a copy of the lease, the tenant's name, mailing address, and telephone number.

2.20. Satellite Dishes, Antennas, Etc. No outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Association. Satellite television reception devices no larger than forty inches (40") in diameter are permitted without such approval if the devices are affixed to the rear portion of a residence or placed in the rear yard. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the building. No antennae shall extend more than two feet (2') above a residence. Lot Owners must use best efforts to cause any satellite reception equipment to be placed in his or her rear yard, or, alternatively, near the other utility hookups for the residence. No satellite reception equipment may be installed on a post.

2.21. Overhead lines. All utility service conduits shall terminate at each individual Lot line, and there shall be no overhead utility lines within any Lot to supply utility service between any main structure and any outlying location.

2.22. Swimming Pools. No above-ground swimming pools shall be permitted on any Lot temporarily or permanently. All in ground pools must be approved in writing by the Architectural Review Committee in accordance with the provisions of Article VII, hereof.

2.23. No Recreational Vehicles. No boats, trailers, RVs, or other recreational vehicles or equipment shall be parked or stored in any Common Area whether temporarily or permanently nor on any Lot unless stored in the garage for such Lot and concealed from view at all times.

2.24. Automotive Repairs/Maintenance. No maintenance or repairs shall be performed on any vehicles in any portion of the Subdivision unless the vehicle is parked within a garage on a Lot. Notwithstanding the foregoing, in an emergency, maintenance or repairs of vehicles may be performed, but such maintenance or repair must be completed within twelve (12) hours of such emergency.

2.25. Play Structures. No basketball goals, hoops, backboards or any other basketball equipment may be constructed within the Subdivision. Temporary "roll-out" basketball equipment may be used during daylight hours, but must be removed from sight and stored in a garage at night when not in use, and cannot be placed at any time within any Common Area.

2.26. Lot Maintenance. The Owner of each Lot shall keep such Lot, all improvements thereon, all driveways, all landscaping, all easements thereon (excluding utility and/or underground easements) and the area between the property line of the Lot and the paved surface of any abutting street and, for Lots abutting any water body, between the Lot line and the water's edge, free of trash and rubbish, and shall at all times keep such Lot and the adjacent area in a neat, clean, and attractive condition. All structures shall be maintained in a safe, clean, and habitable condition. In the event a Lot Owner fails to comply with these maintenance requirements, Declarant or the Association may send written notice of violation to the record address of the Lot Owners for the subject Lot. In the event that the Owner of any such Lot fails to comply with the maintenance requirements within the time specified in the notice, which time shall not exceed thirty (30) days, the Declarant or the Association shall have the right, but not the obligation, to go upon such Lot and adjacent area and remove rubbish and any unsightly or undesirable things and objects therefrom, and to perform any other work and furnish any labor necessary or desirable in their sole judgment to maintain or to place the property and adjacent area in a neat and attractive condition. The costs associated with such work or labor, including reasonable attorney's fees and costs, shall be payable by the Owner to Declarant or the Association (as the case may be) upon demand. To the extent not paid by Owner, and subject to § 720.305, Florida Statutes, Declarant or the Association shall have the right to record a lien against a Lot for which labor, materials or services was performed or provided and enforce the lien according to the procedure set forth hereinafter for the enforcement of liens for unpaid assessments.

2.27. Tree Maintenance. The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to the final site plan approval for Harrison Ranch. The tree requirements per Lot are specified in **Schedule 1 to Exhibit G** hereto (Notice to Buyers), which schedule is incorporated herein by this reference. Trees must meet the requirements of Sections 715.4B and 715.3.4 of the Manatee County Land Development Code. Existing native trees should be used to fulfill the requirements of this Paragraph whenever they meet the spacing and size requirements hereof. Upon purchasing a Lot, each Lot Owner shall be responsible for maintenance of the trees planted on the Lot, and such trees may not be removed without appropriate permits and authorizations provided by Manatee County, Florida. If a tree planted pursuant to this Paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days of receiving written notice from the Association to replace such tree. If the Owner of any such Lot fails to comply with the maintenance and replacement requirement specified above within such thirty (30) day period, the Declarant or the Association shall have the right, but not the obligation, to go upon such Lot and adjacent area and replace such tree. The costs associated with such work, services, and labor, including reasonable attorney's fees and costs, shall be payable by the Owner to Declarant or the Association (as the case may be) upon demand. To the extent not paid by Owner, and subject to § 720.305, Florida Statutes, Declarant or the Association shall have the right to record a lien against a Lot for which labor, materials or services was performed or provided and enforce the lien according to the procedure set forth hereinafter for the enforcement of liens for unpaid assessments.

2.28. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees, and his or its tenants, licensees,

guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the forgoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a specific assessment as provided herein. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act, to limit or divest the right to enforcement of these provisions against the Owner or such other person.

2.29. Destruction of Improvements. In the event any improvement on a Lot is damaged or destroyed by casualty, hazard or other loss or act of God, then, within a reasonable time after such incident, the Owner shall either reconstruct the improvement or clear all damaged improvements from such Lot and take such other measures as are necessary to landscape or grass-over the unimproved area. Notwithstanding anything to the contrary contained herein, a destroyed improvement may only be replaced with an improvement of similar size, style, type, construction, and height as that destroyed, unless prior written authorization from Declarant or the Architectural Review Committee is obtained to construct some other improvement.

2.30. No Waiver. Any failure by the Declarant or Association to object to or enforce any of the provisions hereof shall not constitute or be deemed a waiver of the right to object to or enforce such violation in the future by Declarant or the Association against any Owner.

2.31. Rights of Declarant. Notwithstanding anything to the contrary contained herein or in the Governing Documents, Declarant reserves the unrestricted right to use any portion of the Subdivision for ingress and egress thereover, including for the use of machinery and equipment thereon, for purposes of developing, constructing and completing all improvements within the Subdivision and all Lots. Neither the Association nor any Owner shall in any way impede or interfere with Declarant's exercise of this right or interfere with the completion of improvements or the sale of Lots within the Subdivision.

2.32. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the Association. However, once the Association promulgates certain restrictions, the same shall become binding and shall be given the same force and effect as the restrictions set forth herein until the Association modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the Association.

2.33. Rights/Obligations of CDD. The Declarant acknowledges that the Harrison Ranch Subdivision is being developed in conjunction with a Community Development District under the provisions of Chapter 190, Florida Statutes. Upon establishment, the CDD may own fee title to and/or be responsible for the installation, maintenance, repair and/or replacement of certain common elements which are intended to serve the Subdivision as a whole, including, without limitation, stormwater management, conveyance and retention systems, recreation facilities and

trails, wetlands, and conservation areas as more specifically described in the CDD's adopted Improvement Plan. Nothing in this Declaration shall obligate the Association to install, maintain, repair, or replace such common elements of the CDD.

ARTICLE III MEMBERSHIP, VOTING, AND OWNERSHIP RIGHTS IN COMMON ELEMENTS

3.1. Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Area and any designated Exclusive Use Common Area and Limited Use Common Area within the Subdivision. The Association has the primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a community association manager or management company for such purposes. The Board is appointed or elected as provided in the Articles and Bylaws.

3.2. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

3.3. Voting. The Association shall have two classes of voting Membership:

(a) Class A. Class A Members shall be all Owners with the exception of the Declarant (who shall become a Class A Member when Declarant's Class B Membership ceases as provided hereafter) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. Class B Member shall be Declarant and shall be entitled to three (3) times the total number of votes of the Class A members plus one (1). The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs first:

(1) Ninety (90) days after ninety (90%) percent of the Lots have been conveyed to Lot purchasers; or

(2) Nine (9) years following conveyance of the first Lot; or

(3) Decision of the Declarant to convert to Class A Membership.

3.4. Owners' Easement of Enjoyment to Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; however, in no event shall any suspension of such Common Area rights impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress and egress to his or her Lot, including, but not limited to, the right to park.

(b) The right of the Association to mortgage or convey the Common Area to any homeowners association, public agency, authority or utility subject to such conditions as may be agreed to by the Owners. After turnover of control to the Association by Declarant, no such mortgage or conveyance shall be effective without the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Class A Membership of the Association. If ingress or egress to any Lot is through the Common area, any conveyance or encumbrance of such section of the Common Area is subject to Lot Owner's easement.

(c) To the extent the right and easement established in this Paragraph 3.4 relates to any Limited Use Common Area, such right and easement shall only extend and apply to Lot Owners within the Neighborhood in which such Limited Use Common Area is located.

(d) The right of the Association to promulgate reasonable rules and regulations relative to the use of the Common Area.

3.5 Owner's Easement of Enjoyment to Limited Use Common Areas. Every Owner of a Lot within a designated Neighborhood of the Subdivision shall have a right and easement of enjoyment in and to the Limited Use Common Area within such Neighborhood, which shall be appurtenant to and shall pass with the title to every Lot within such Neighborhood, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the Limited Use Common Area by an Owner within such Neighborhood for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; however, in no event shall any suspension of such Common Area rights impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress and egress to his or her Lot, including, but not limited to, the right to park.

(b) The right of the Association to mortgage or convey the Limited

Use Common Area to any homeowners association, public agency, authority or utility subject to such conditions as may be agreed to by the Owners. No such mortgage or conveyance shall be effective without the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners of Lots within the affected Neighborhood holding not less than two-thirds (2/3) of the total votes of the Class A Membership within that Neighborhood. If ingress or egress to any Lot is through the Limited Use Common Area, any conveyance or encumbrance of such portion of the Limited Use Common Area is subject to Lot Owner's easement.

(c) The right of the Association to promulgate reasonable rules and regulations relative to the use of the Limited Use Common Area.

(d) Amendments to the Governing Documents which relate specifically to any designated Neighborhood may only be approved by a two-thirds (2/3) vote of all Lot Owners within such Neighborhood, unless otherwise provided in any supplemental declaration establishing such Neighborhood.

3.6. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area or any Limited Use Common Area to the members of his family, his tenants, his guests, his licensees, or contract purchasers who reside on the property; however, any such delegation shall not relieve the Owner of his or her obligation to comply with the Governing Documents, and the Owner shall be responsible for ensuring that family members, tenants, guests, licensees, and contract purchasers comply with the Governing Documents, including all rules and regulations adopted by the Association, to the same extent as the Owner.

3.7. Utility Easements. Public utilities serving the Subdivision and the Lots, have been, or will be, installed in the Common Area, the Exclusive Use Common Area and within or upon the Subdivision for the use, benefit, and service of the Subdivision, the Lots, and all improvements in the Subdivision. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Subdivision, the Lots, and all improvements upon the other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any cable television and other utilities or means of communication to the Subdivision, the Lots and the improvements in the Subdivision. Any and all use of the said utility easements shall be in accordance with this Declaration.

3.8. Surface Water/Stormwater Management and Drainage Easement. An easement is hereby created over the Common Area, Limited Use Common Area, and Exclusive Use Common Area in favor of the Declarant, the Association, and the CDD, including their respective agents or other designees, for surface water drainage and for the installation and maintenance of the Surface Water/Stormwater Management System for the Subdivision; provided, however, that such easement shall be subject to improvements constructed within the Subdivision as permitted by controlling governmental authority from time to time.

3.9. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area, Limited Use Common Area, and Exclusive Use Common Area. A copy of the agreement between the Association and the County for such access is attached hereto as **Exhibit E**.

3.10. Declarant's Easement Over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity, over each such Lot owned by Declarant, for purposes of ingress and egress, landscaping, signage, fencing, drainage, utility, gas, telephone, cable television, and electrical services.

3.11. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area, Limited Use Common Area, and Exclusive Use Common Area, or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Subdivision as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot.

3.12. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common area lying adjacent to and between the boundary lines(s) of the Lot(s) to and from dedicated rights of way.

3.13. Maintenance Program. A proposed maintenance program for the operation and care of the Common Areas is attached hereto as **Exhibit F** and made a part hereof. Notwithstanding such program, the Association, in its sole discretion, may determine the level, extent, and frequency of such operation and care of the Common Areas.

3.13. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE IV ASSESSMENTS AND LIENS

4.1 Creation of the Lien and Personal Obligations for Assessments. The Owner of any Lot, except the Declarant, by acceptance of title thereto, whether or not it shall be so expressed in the deed or other conveying instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges as hereinafter specified; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; (3) emergency assessments as hereinafter specified; (4) Neighborhood Assessments to the extent applicable to such Lot; and (5) special assessments imposed upon an individual Lot Owner for repair or maintenance necessitated by the willful or negligent act of the Owner, his family, or their guests, tenants, their invitees, their contractors, their employees, or their agents. All assessments, together with interest, costs and reasonable attorney's fees,

including attorney's fees incurred in attempt to collect delinquent assessments whether suit is brought or not, shall run with the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment was payable. The personal obligation for delinquent assessments shall pass to all successors in title. So long as Declarant holds title to any Lot, such Lot shall not be subject to assessment or lien by the Association. Assessments shall be fixed at a uniform rate for all participating Lots; notwithstanding the foregoing, Owners of Lots within any designated Neighborhood may be subject to additional assessments to the extent related to the operation and maintenance of such Neighborhood.

4.2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of providing for (a) the maintenance, operation, repair and replacement of the Common Area, Limited Use Common Area, or any Exclusive Use Common Areas, (b) capital improvements to the Common Area, Limited Use Common Area, or Exclusive Use Common Area; (c) insurance coverage as deemed necessary by the Association; (d) utility charges and deposits for the Common Area, Limited Use Common Area, or Exclusive Use Common Area; (e) the promotion of the health, safety and welfare of the Members; (f) taxes on the Common Area, Limited Use Common Area, and Exclusive Use Common Area; (g) such other expenses incidental or necessary to the operation, maintenance, improvement and well being of the Subdivision.

4.3. Guaranteed Level of Assessment. Notwithstanding anything to the contrary contained herein, Declarant shall guarantee the level of assessments for one year commencing upon the sale of the first Lot to an Owner. During said year, the annual assessments for each Lot shall not exceed eighty dollars (\$80) per annum, exclusive of interest and costs resulting from a default of the provisions hereof, including late payment, and exclusive of any applicable Neighborhood Assessments. Prior to the turnover of control by the Declarant to the Association, Declarant shall pay any amount of Common Expenses incurred during said period and not produced by all assessments at the guaranteed level receivable from other Lot Owners.

4.4. Provision for Reserves. There shall be included as a part of the annual assessment described hereinabove, sufficient funds to establish and build an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the Common Area and Limited Use Common Area which the Association is obligated to maintain. There shall further be included as part of any Neighborhood Assessment sufficient funds to establish and build an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the Exclusive Use Common Area and Limited Use Common Area serving the Lots within such Neighborhood.

4.5. Notice and Quorum for any Special Assessment. Written notice of any meeting called for the purpose of considering adoption of any special assessment shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. The presence of Members, or of proxies, entitled to cast at least thirty percent (30%) of all votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum

at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Special assessments may only be approved by a majority vote of the Board of Directors and a majority vote of all Members present at the meeting and entitled to vote.

4.6. Notice and Quorum for Neighborhood Assessments. Written notice of any meeting called for the purpose of considering adoption of any special Neighborhood Assessment shall be sent to all Members within the affected Neighborhood not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. The presence of Members, or of proxies, entitled to cast at least thirty percent (30%) of all votes of the Membership within such Neighborhood shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Special Neighborhood Assessments may only be approved by a majority vote of the Board of Directors and majority vote of all Members within such Neighborhood present at the meeting and entitled to vote.

4.7. Emergency Assessments. The Association may also levy an emergency assessment at any time by a majority vote of the Board for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Area, Limited Use Common Area, or Members, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increase in the amounts budgeted. Such emergency assessments may be levied against the Subdivision as a whole to the extent the emergency relates to the entire Subdivision or its Members or against all Lot Owners within a Neighborhood to the extent the emergency only impacts such Lots or Members within such Neighborhood. Any emergency assessment shall be due and payable at the time and in the manner specified by the Board.

4.8. Date of Commencement of Annual and Neighborhood Assessments - Due Dates. The annual assessments and any applicable Neighborhood Assessments provided for herein shall commence as to each Lot on the date on which such Lot shall have been conveyed by the Declarant. The Board of Directors shall fix the amount of the annual assessment and the Neighborhood Assessment (as applicable) against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and Neighborhood Assessment shall be sent to every Owner subject thereto. Assessments shall be due on the first (1st) day of the period for which such assessment applies and shall be late if not paid in full within ten (10) days thereafter. Late assessments shall be subject to a twenty-five (\$25) dollar late fee and shall bear interest at the legal rate, as established pursuant to Section 55.03, Florida Statutes, until paid in full. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

4.9. Initial Contribution Upon Sale or Resale. Nothing contained in this Article IV shall prohibit or limit the right and power of the Association to require Owners, upon purchase of a Lot within the Subdivision, to pay to the Association an initial capital contribution for purposes

of paying such Owner's pro-rata share of pre-paid insurance, maintenance expenses, capital expenses, utility deposits, and other pre-paid expenses of the Association. The Board, in its discretion, may establish an amount of initial contribution to be imposed on each Lot upon sale or resale, which amount shall be due and payable upon close of escrow for such Lot. The amount of the initial contribution shall not exceed the pro-rata share, based on the number of platted Lots within the Subdivision, of pre-paid expenses of the Association attributable to such Lot.

4.10. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall be considered delinquent and shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or lien and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. The lien provided in this Paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid at a foreclosure sale to acquire and hold, lease, mortgage and convey the same. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien.

4.11. Subordination of the Lien to Mortgage. The lien for the assessments provided for herein shall be subordinate to the first lien of any Institutional Lender. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE V RIGHTS AND DUTIES OF ASSOCIATION

5.1. Power. The Association shall have the powers enumerated in the Bylaws, in this Declaration and any Supplemental Declaration, and such other powers as necessary and proper to operate the Association and carry out the duties and responsibilities of the Association.

5.2. Duties. It shall be the duty and obligation of the Association to (a) keep the Common Area, Limited Use Common Area, and any Exclusive Use Common Area in a first class condition; (b) maintain and operate the Subdivision and the Association pursuant to this Declaration, and Supplemental Declaration, and the Bylaws of the Association; and (c) perform such other duties and obligations imposed upon it by this Declaration, any Supplemental Declaration, and the Bylaws. Nothing herein shall create any obligation of the Association to maintain those elements of the Subdivision for which the CDD is responsible or owns.

5.3. Exercise by Directors. The powers granted the Association may be exercised by the Board of Directors of the Association, acting through the officers of the Association, without the consent of any Owner, except where the approval of an Owner or Owners is specifically required in this Declaration, any Supplemental Declaration, the Bylaws, or the Articles. The Board may from time to time create committees to exercise the powers of the Board (to the extent authorized by law) or to provide recommendations to the Board or the Association Membership. Unless otherwise provided in a Supplemental Declaration designating a Neighborhood, upon establishment of any designated Neighborhood, the Board shall create a

Neighborhood Committee for the specific Neighborhood to act on behalf of the Board or to provide recommendations to the Board concerning matters affecting the Neighborhood.

5.4. Availability of Records and Other Documents. The Association shall make available to the Owner of any Lot within the Subdivision current copies of this Declaration, the Articles of Incorporation of the Association, and the books, records, and financial statements of the Association. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Copies shall be provided for a nominal fee to reimburse the Association for any expense which may be incurred.

5.5. Association Insurance. The Association shall purchase and maintain insurance to provide the following described coverages:

(a) Liability Insurance. Comprehensive general liability insurance coverage covering the Common Area and any Limited Use Common Areas (but excluding Exclusive Use Common Area), and public ways owned by the Association. Coverage under such policies may include, without limitation, legal liability of the insureds for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the Common Area and any Limited Use Common Areas, and legal liability arising out of law suits related to employment contracts of the Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the Owners as a group or as an Association to an individual Lot Owner. Comprehensive general liability insurance coverage shall be at least \$1 million per occurrence with a \$2 million aggregate limit per policy period.

(b) Fidelity Bonds. Fidelity bonds shall be required to be maintained by the Association for all officers, Directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds shall also be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bond coverage shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds and operating accounts, in the custody of the Association or the management agents, as the case may be, at any given time during the term of each bond.

(c) Casualty Insurance. Casualty insurance for all improvements to the Common Area and any Limited Use Common Areas (but excluding Exclusive Use Common Area) owned by the Association to cover the full replacement cost, which coverage may include extended coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed desirable by the Association.

(d) Directors' and Officers' Liability. Liability insurance insuring the Association and its Directors and Officers against loss for actions taken by Members of the Board of Directors or Officers in the performance of their duties.

(e) Umbrella Coverage. To the extent the Association is obligated to obtain comprehensive general liability and casualty insurance under the provisions hereof, the Association shall also obtain umbrella insurance coverage with no less than a \$10 million dollar policy limit per policy period.

5.6. Premiums. Premiums for insurance policies purchased by the Association and any deductibles paid by the Association shall be treated as an item of Common Expenses. The Board may, in its reasonable discretion, assess Lot Owners within a Neighborhood for any and all premiums and deductibles specifically related to insurance for Limited Use Common Areas within such Neighborhood.

5.7. Condemnation. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiation, settlements and agreements with the condemning authority for acquisition of the Common Area, or any part thereof. Each Lot Owner hereby appoints the Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award of proceeds or settlement shall be payable to the Association for the use and benefit of the Lot Owners and their mortgagees as their interest may appear. Such proceeds, if not utilized by the Association for the purpose of restoring or replacing Common Area which has been taken, shall be disbursed in equal shares to the Lot Owners and their mortgagees, as their interest may appear. To the extent the condemned property includes Limited Use Common Area, any proceeds or settlement funds paid for the condemnation of such Limited Use Common Area shall only be disbursed for the use and benefit of the Lot Owners (and their mortgagees) within the affected Neighborhood.

ARTICLE VI ENFORCEMENT OF DEFAULTS

6.1. Defaults. Unless otherwise provided herein, in the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than the date specified in the notice (not to exceed thirty days after the receipt of the written notice), or if the violation is not capable of being cured within such time, or if the Member or Owner fails to commence, within said period, and thereafter diligently proceed to completely cure the violation, the Association may, at its option: (a) 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 circumstances, including injunctive relief; and/or (b) commence an action to recover damages; and/or (c) take any and all action reasonably necessary to correct such violation.

6.2. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements, shall be a specific assessment, as provided herein, assessed against the applicable Owner, and shall be due upon written demand by the Association.

6.3. Late Fees. Any amount due to the Association under the provisions of this Article VI which is not paid within ten (10) days of when due shall be subject to a late fee as set by the Board (not to exceed \$25) and shall bear interest at the applicable legal rate, as established pursuant to Section 55.03, Florida Statutes, until paid in full.

6.4. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of anyone or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.5. Enforcement By or Against the Owner. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

6.6. Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE VII ARCHITECTURAL REVIEW

7.1. Architectural Review Committee. There shall be an Architectural Review Committee consisting of not less than three (3) persons. Such Committee shall initially be appointed by the Declarant and shall serve for a period of one (1) year. The Architectural Review Committee Members shall thereafter be annually appointed by the Association's Board of Directors. In the event of any resignation or vacancy of an Architectural Review Committee Member appointed by the Declarant, the Declarant may appoint a replacement. In the event of any resignation or vacancy subsequent to the term during which the Declarant may appoint Architectural Review Committee Members, the Association's Board of Directors may appoint a replacement. Until a replacement has been made, the remaining Members shall exercise the Architectural Review Committee's authority.

7.2. Architectural Standards. The Architectural Review Committee may recommend and the Board of Directors may promulgate from time to time design and development guidelines, application and review procedures, building criteria, and other similar criteria for construction, installation, repair or maintenance of improvements throughout the Subdivision (hereinafter "Design Code"). Each Lot Owner, by acceptance of title to a Lot, covenants to comply with the Design Code as such Design Code exists on the date of the purchase of such Lot. Subsequent amendments to the Design Code may be made by decision of the Board and upon adoption by the Board shall thereafter be binding on all Lot Owners acquiring Ownership of a Lot subsequent to the date of such amendment.

7.3. Matters Subject to Review. Except for improvements constructed by Declarant, no construction, modification, alteration, landscaping or improvement of any nature whatsoever (except interior alterations not affecting the external structure or appearance of a residence) shall be undertaken on any Lot unless and until such shall have been approved in writing by the Architectural Review Committee in accordance with this Article. Modifications subject to Architectural Review specifically include but are not limited to: painting or other alteration of a building (including doors, windows, and roof); construction of fountains, swimming pools, whirlpools or other pools, and related fences; addition of awnings, gates, flower boxes, shelves or statues or other outdoor ornamentation or patterned or brightly colored window coverings. The Architectural Review Committee shall be a standing committee of the Association and such Committee shall be formed pursuant to the Association Bylaws.

7.4. Procedures.

(a) Preliminary Plan Review. Preliminary plans may be submitted to the Architectural Review Committee for conceptual approval prior to the required final approval as outlined in Subparagraph (b) below. Such preliminary plans may be in the form of rough drawings and/or sketches, and such other items as the Architectural Review Committee may deem appropriate.

(b) Final Approval. Final approval shall require the submission of construction and material specifications and such other items as the Architectural Review Committee may deem appropriate to render a final approval. Unless otherwise provided in writing by the Architectural Review committee, if the Architectural Review Committee fails to approve or disapprove such plans within sixty (60) days, after receipt by the Committee of all of the requested materials, then final approval shall be deemed to have been granted unless the applicant agrees in writing to an extension. The Architectural Review Committee shall have the right to charge a reasonable fee for its review of final plans.

7.5. Basis for Decision. The Architectural Review Committee shall approve or disapprove the application in its discretion, based on the nature, kind, shape, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee shall use as a guide the guidelines for construction developed by the Association known as the Design Code as those standards are

amended from time to time; however the Architectural Review Committee is granted the right to grant variances from these standards based on architectural merit, necessity, or hardship.

7.6. Construction. If final approval is given or deemed to be given, construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans and specifications. However, the Architectural Review Committee may require any Owner through Owner's contractor or subcontractor to post payment and/or performance bonds with the Association to insure compliance and completion of the final plans as approved. The requiring of such bond is at the sole and absolute discretion of the Architectural Review Committee. The Association shall have the right to enjoin any construction not in conformity with approved final plans and specifications, and shall have all remedies at law or in equity.

7.7. Liability. Approval by the Architectural Review Committee is not a guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans or specifications or standards will, if followed, result in properly constructed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that an improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, nor the Association, nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to this Article.

ARTICLE VIII ADDITIONS TO THE PROPERTY

8.1. Additions to the Subdivision. The Declarant and the Association reserve the right to cause to be added other real property, not now included within the Subdivision, and such additional real property shall be subject to the provisions of this Declaration. Any such right of Declarant and the Association is expressly conditioned upon and subject to the prior written consent of the CDD to such addition to the Subdivision.

8.2. Annexation Without Association Approval. The Declarant may from time to time, within twelve (12) years of the date of this Declaration, bring additional real property under the provisions hereof by recorded supplemental declarations which shall not require the consent of the existing Owners or the Association, or any mortgagee, or the Department of Housing and Urban Development or the Veterans Administration. To the extent that additional real property shall be made a part of the Subdivision, reference herein to the Subdivision should be deemed to reference to all of such additional property where such references are intended to include property other than that legally described above. Additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Official Records of Manatee County, Florida, of an amendment or supplement hereto. Any such annexation shall be subject to the prior written consent of the CDD to such annexation.

8.3. Other Annexation of Subdivision. Land, other than land annexed in accordance with Section 8.2 , may be annexed to the Subdivision upon the affirmative vote (in person or by

proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Official Records of Manatee County, and all annexed property shall be subject to the provisions of this Declaration upon such recording. Any such annexation shall be subject to the prior written consent of the CDD to such annexation.

8.4. Platting. So long as there is a Class B membership, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Subdivision and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Subdivision without the consent or approval of the Association or any Owner.

8.5. Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Subdivision owned by Declarant from the terms and conditions of this Declaration. For purposes of this Declaration, the portion of the Subdivision withdrawn from the terms hereof shall be referred to as the "Withdrawn Property". In order to withdraw such portion of the Subdivision from the terms and conditions of this Declaration, Declarant shall record in the Official Records of Manatee County an instrument executed with the formalities of a deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Subdivision from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration.

ARTICLE IX GENERAL PROVISIONS

9.1. Amendment. Prior to turnover of control of the Association to the Class A Members, these covenants may be amended by the Declarant without any consent of the Class A Members. Upon turnover of control these covenants may be amended, changed or modified by an instrument signed by not less than two-thirds (2/3) of the Members of the Association consenting to such change, which instrument shall be recorded. Notwithstanding the foregoing, so long as is any Class B Membership exists, Declarant may amend this Declaration without the consent of any party for purposes of complying with any requirements of any governmental agency.

9.2. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Developer, Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.3. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. Wherever herein the Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant or any successor Declarant is divested of its interest in any portion of the Subdivision, or has terminated its interest in any portion thereof, or the Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

9.4. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the any portion of the Subdivision and shall remain in full force an effect until terminated in accordance with provisions set out herein. A "Notice to Buyer" in the form attached hereto as **Exhibit G** shall be provided by the Declarant or any Owner of a Lot to any prospective purchaser of such Lot prior to close of escrow.

9.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9.6. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a majority of Members of the Association and at least sixty-seven percent (67%) of the holders of the first mortgages against Lots in the development decide that such covenants, conditions and restrictions shall abate, which decision, if made, shall be evidenced by an agreement in writing signed by a majority of the Membership and by at least sixty-seven percent (67%) of the first mortgage holders, setting forth their decision, which document shall be effective when duly recorded in the Public Records of Manatee County, Florida.

9.7. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation of the Association and the Bylaws, and the Articles shall take precedence over the Bylaws.

9.8. Usage. Whenever used herein the singular number shall include the plural and the plural number shall include the singular, and the use of any gender shall include all genders.

9.9. Governing Law. The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in the Circuit Court in and for Manatee County, Florida.

9.10. HUD/VA Approval. As long as there is a Class B Membership, and so long as the Department of Housing and Urban Development or the Veteran's Administration is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veteran's Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

Witnesses:

PULTE HOME CORPORATION:

Brian M. Mihelich
Signature
Brian M. Mihelich
Printed Name
Dale P. Hiron
Signature
Dale P. Hiron
Printed Name

By: Matt O'Brien
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 21st day of February, 2008, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person Matt O'Brien who is personally well known to me or who produced _____ as identification, who stated that he is the Vice-President of Pulte Home Corporation, a Michigan corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of February, 2008.

Brian M. Mihelich
NOTARY PUBLIC
My Commission Expires:
Commission No.:

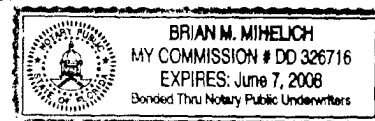


EXHIBIT "A"

LEGAL DESCRIPTION

MAY 25, 2005

HARRISON RANCH, PHASE IA, A SUBDIVISION

DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE N 00°00'09" W, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 1322.78 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 35 AND THE SOUTHEAST CORNER OF TRACT J OF ANCIENT OAKS UNITS 2 & 3, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 43, PAGE 144 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID ANCIENT OAKS UNITS 2 & 3 AND THE EASTERLY BOUNDARY LINE OF ANCIENT OAKS UNIT ONE, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 39, PAGE 31 OF SAID PUBLIC RECORDS THE FOLLOWING THREE (3) COURSES: (1) N 00°01'44" E, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 818.20 FEET; (2) S 89°46'27" W, A DISTANCE OF 799.91 FEET; (3) N 00°00'11" W, A DISTANCE OF 1436.15 FEET; THENCE S 90°00'00" E, A DISTANCE OF 565.61 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 59°32'11" E, AT A DISTANCE OF 2033.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°32'55", A DISTANCE OF 303.33 FEET; THENCE N 46°42'00" E, A DISTANCE OF 7.96 FEET; THENCE S 43°18'00" E, A DISTANCE OF 29.67 FEET; THENCE N 50°10'00" E, A DISTANCE OF 173.05 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 50°10'00" E, AT A DISTANCE OF 1850.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'00", A DISTANCE OF 45.20 FEET; THENCE N 48°46'00" E, A DISTANCE OF 122.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 48°46'00" E, AT A DISTANCE OF 1728.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°33'26", A DISTANCE OF 378.72 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 34°47'24" W, AT A DISTANCE OF 345.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°12'36", A DISTANCE OF 61.48 FEET TO A POINT OF TANGENCY; THENCE N 45°00'00" E, A DISTANCE OF 174.80 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 48°10'41" E, AT A DISTANCE OF 2814.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°28'41", A DISTANCE OF 416.39 FEET; THENCE N 39°42'00" E, A DISTANCE OF 122.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 39°42'00" E, AT A DISTANCE

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MAY 25, 2005

HARRISION RANCH, PHASE IA, A SUBDIVISION

OF 2692.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}05'41''$, A DISTANCE OF 51.43 FEET; THENCE N $40^{\circ}47'41''$ E, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N $40^{\circ}47'41''$ E, AT A DISTANCE OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}05'41''$, A DISTANCE OF 39.75 FEET TO A POINT OF TANGENCY; THENCE N $39^{\circ}42'00''$ E, A DISTANCE OF 122.24 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $88^{\circ}37'19''$, A DISTANCE OF 54.14 FEET; THENCE N $41^{\circ}04'41''$ E, A DISTANCE OF 100.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N $41^{\circ}04'41''$ E, AT A DISTANCE OF 2360.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}28'41''$, A DISTANCE OF 184.45 FEET TO A POINT OF TANGENCY; THENCE S $53^{\circ}24'00''$ E, A DISTANCE OF 858.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1010.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}26'15''$, A DISTANCE OF 783.34 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET; THENCE SOUTHEASTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $130^{\circ}00'50''$, A DISTANCE OF 1384.19 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $32^{\circ}10'34''$, A DISTANCE OF 533.50 FEET TO A POINT OF TANGENCY; THENCE S $00^{\circ}00'00''$ E, A DISTANCE OF 1225.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $74^{\circ}26'49''$, A DISTANCE OF 779.61 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1512.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}00'50''$, A DISTANCE OF 396.21 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N $30^{\circ}34'01''$ E, AT A DISTANCE OF 35.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $47^{\circ}31'15''$, A DISTANCE OF 29.03 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N $47^{\circ}05'07''$ E, AT A DISTANCE OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $17^{\circ}06'07''$, A DISTANCE OF 10.45 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1522.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $38^{\circ}30'01''$, A DISTANCE OF 1022.72 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY

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MAY 25, 2005

HARRISON RANCH, PHASE IA, A SUBDIVISION

No. 301, STATE ROAD No. 43 (SECTION 1302-104-202); THENCE S 60°16'38" W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 121.35 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 69°11'30" W, AT A DISTANCE OF 1402.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°12'30", A DISTANCE OF 959.41 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 13°55'45" E, AT A DISTANCE OF 35.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°55'21", A DISTANCE OF 27.44 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 30°59'36" W, AT A DISTANCE OF 1412.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°26'25", A DISTANCE OF 380.51 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°26'49", A DISTANCE OF 909.54 FEET TO A POINT OF TANGENCY; THENCE N 00°00'00" E, A DISTANCE OF 1225.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°10'34", A DISTANCE OF 589.66 FEET; THENCE S 56°42'21" W, A DISTANCE OF 89.14 FEET; THENCE S 77°20'00" W, A DISTANCE OF 339.75 FEET; THENCE N 83°00'00" W, A DISTANCE OF 90.95 FEET; THENCE N 40°00'00" W, A DISTANCE OF 105.05 FEET; THENCE S 34°00'00" W, A DISTANCE OF 318.52 FEET; THENCE S 59°00'00" E, A DISTANCE OF 105.52 FEET; THENCE S 21°00'00" E, A DISTANCE OF 306.71 FEET; THENCE S 53°30'00" W, A DISTANCE OF 94.80 FEET; THENCE N 73°00'00" W, A DISTANCE OF 67.37 FEET; THENCE S 73°00'00" W, A DISTANCE OF 70.71 FEET; THENCE S 88°50'00" W, A DISTANCE OF 126.25 FEET; THENCE N 76°20'00" W, A DISTANCE OF 180.97 FEET; THENCE N 50°45'00" W, A DISTANCE OF 268.89 FEET; THENCE N 90°00'00" W, A DISTANCE OF 112.46 FEET; THENCE N 77°00'00" W, A DISTANCE OF 123.07 FEET; THENCE S 70°45'00" W, A DISTANCE OF 64.46 FEET; THENCE N 69°40'00" W, A DISTANCE OF 81.66 FEET; THENCE N 32°00'00" W, A DISTANCE OF 167.60 FEET; THENCE S 85°00'00" W, A DISTANCE OF 44.79 FEET; THENCE S 17°20'00" W, A DISTANCE OF 159.03 FEET; THENCE S 46°00'00" W, A DISTANCE OF 136.15 FEET; THENCE S 10°00'00" W, A DISTANCE OF 232.11 FEET; THENCE S 42°30'00" E, A DISTANCE OF 95.28 FEET; THENCE S 27°45'00" E, A DISTANCE OF 44.43 FEET; THENCE S 05°30'00" E, A DISTANCE OF 107.81 FEET; THENCE S 23°20'00" W, A DISTANCE OF 104.36 FEET; THENCE S 46°00'00" W, A DISTANCE OF 70.26 FEET; THENCE S 65°20'00" W, A DISTANCE OF 47.72 FEET; THENCE N 88°30'00" W, A DISTANCE OF 194.15 FEET; THENCE N 74°00'00" W, A DISTANCE OF 68.71 FEET; THENCE N 66°45'00" W, A DISTANCE OF 172.46 FEET; THENCE N 89°58'00" W, A DISTANCE OF 80.00 FEET; THENCE N 84°03'00" W, A DISTANCE OF 26.45 FEET;

- 4 -

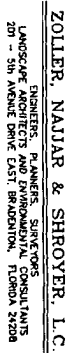
MAY 25, 2005

HARRISON RANCH, PHASE IA, A SUBDIVISION

THENCE N 89°58'00" W, A DISTANCE OF 91.95 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 82°27'42" E, AT A DISTANCE OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°27'42", A DISTANCE OF 26.05 FEET; THENCE S 75°00'00" W, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 75°00'00" E, AT A DISTANCE OF 250.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'00", A DISTANCE OF 22.04 FEET; THENCE N 65°43'50" W, A DISTANCE OF 168.65 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST AND SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

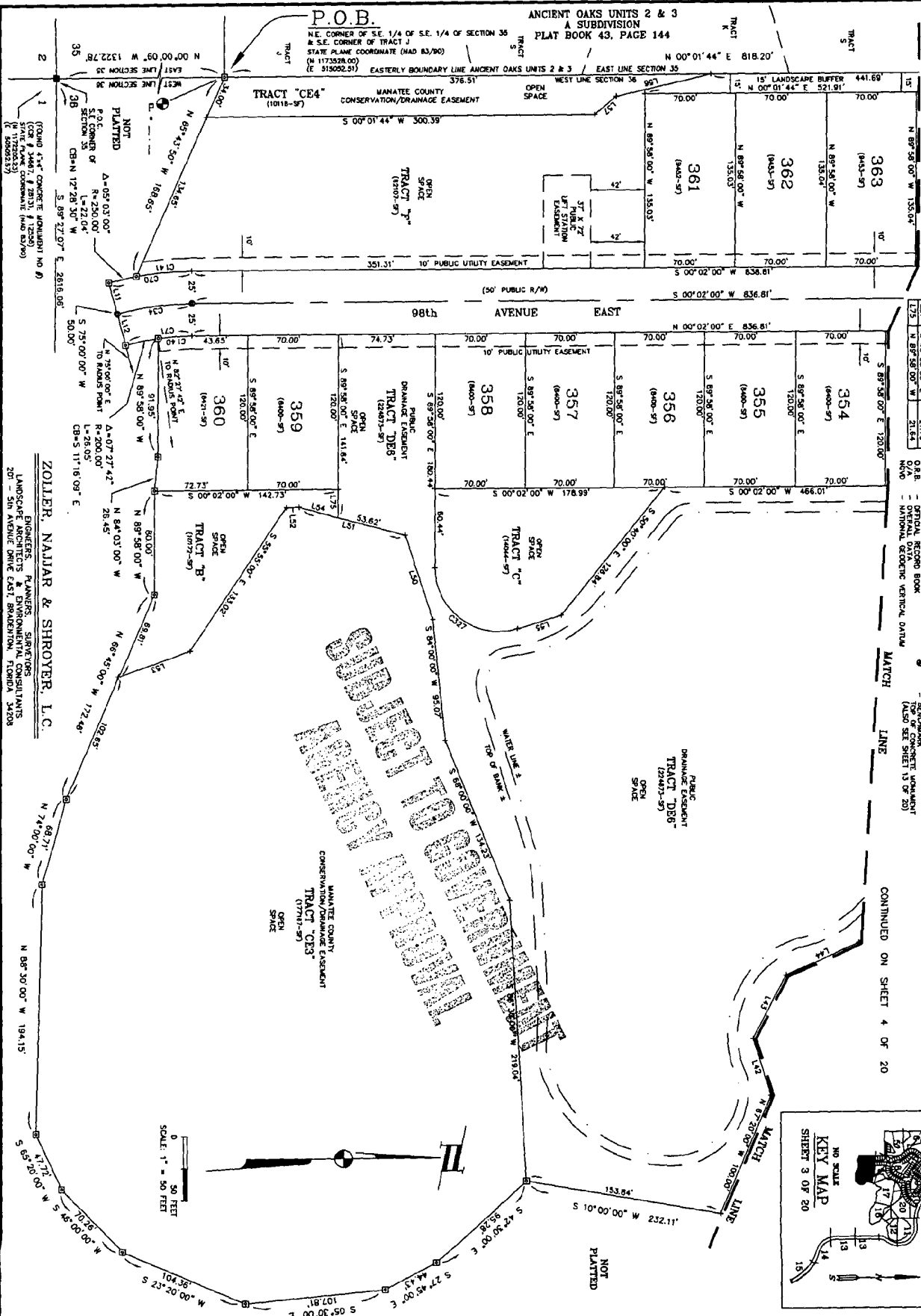
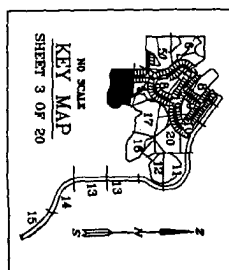
CONTAINING 152.69 ACRES, MORE OR LESS.

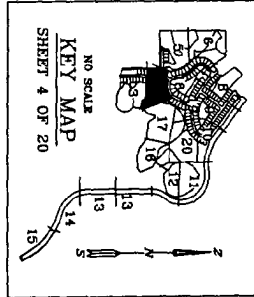


COORD. BEARING		TAIL LENGTH
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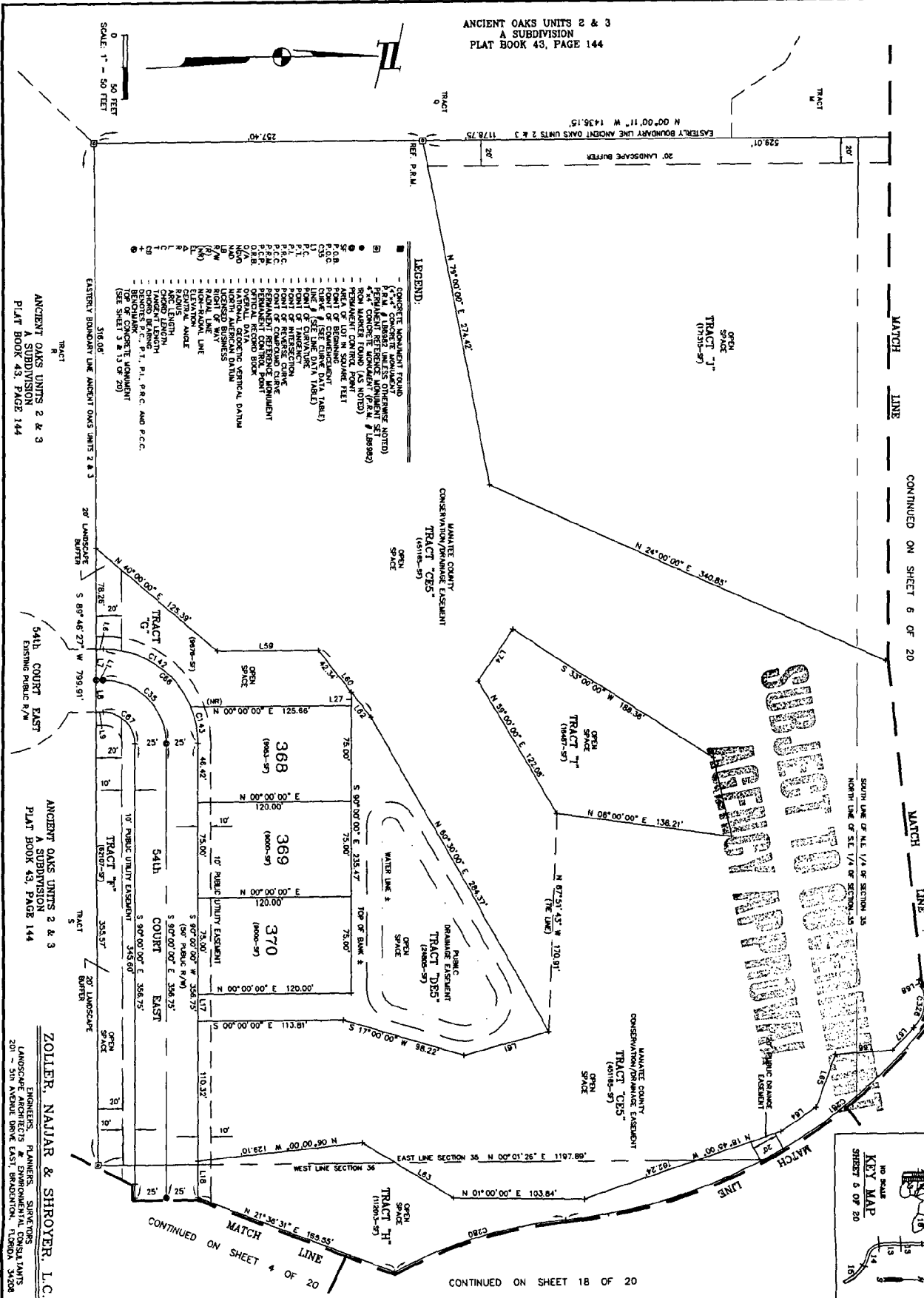
HARRISON RANCH, PHASE 1A
A SUBDIVISION
IN
SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



[illegible]

ZOLLER, NAJJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208

HARRISON RANCH, PHASE 1A
A SUBDIVISION
SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA
CONTINUED ON SHEET
7 OF 20



ZOLLER, NAJAR & SHROYER, L.C.
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201 - 5TH AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208

A SUBDIVISION

MANATEE COUNTY, FLORIDA



**NOT
PLATTED**

- [illegible]

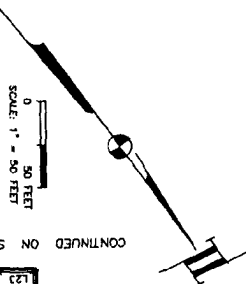
CLONE	ARC	DET.A	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C8	130.38	03°06'00"	240.00	13.39	N 51°51'00" W	65.21
C9	137.58	07°22'41"	240.00	51.68	N 08°18'40" W	38.68
C10	108.38	04°23'41"	240.00	184.31	N 51°09'40" W	6.23
C11	108.38	04°11'41"	240.00	192.71	N 51°18'10" W	9.23
C20	135.28	07°02'41"	240.00	51.68	N 08°18'40" W	38.68
C21	30.96	03°06'00"	240.00	13.39	N 51°51'00" E	75.48
C22	144.30	28°17'00"	240.00	144.28	S 51°51'00" E	72.17

CURVE AND LINE DATA

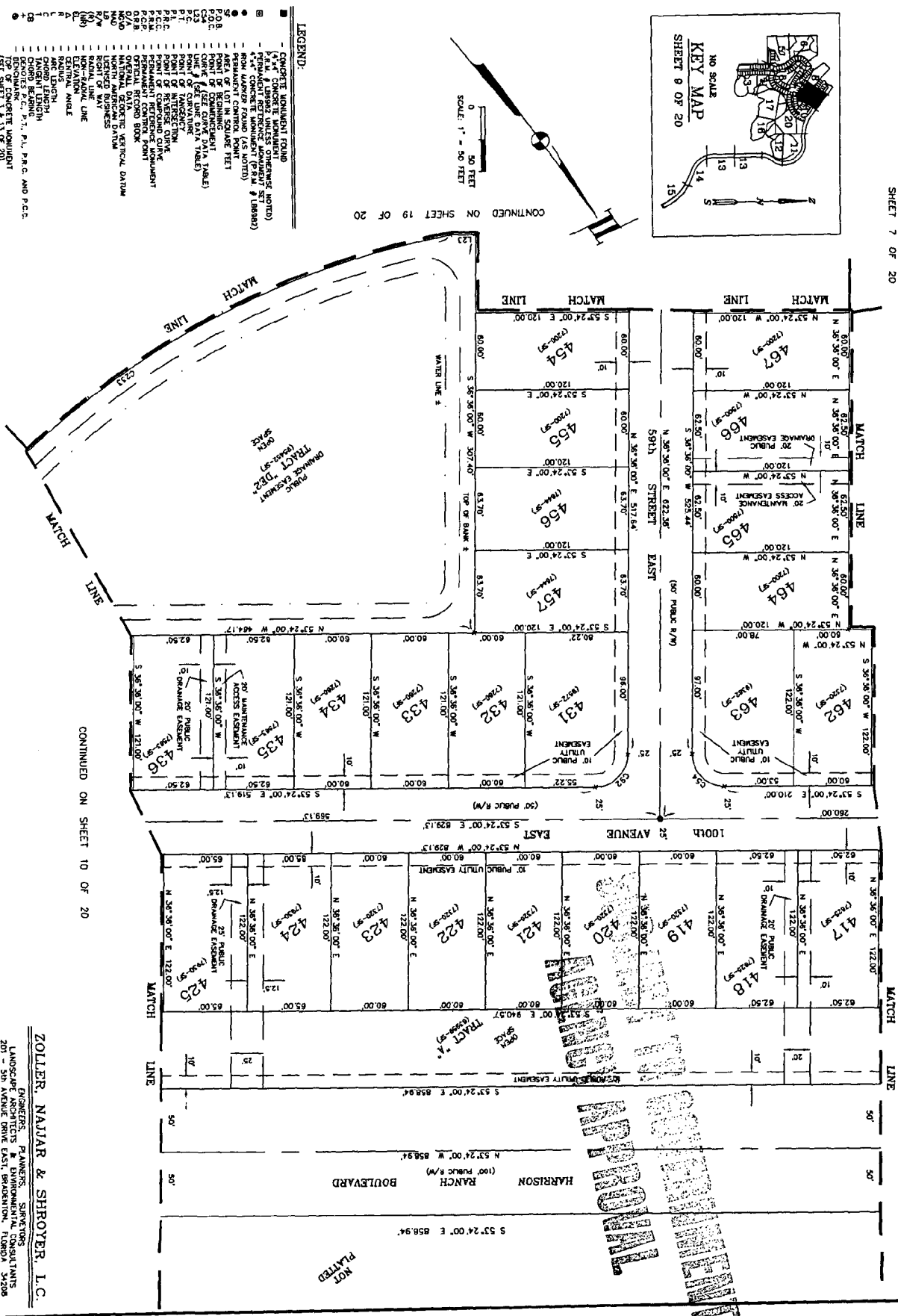
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208

HARRISON RANCH, PHASE 1A
A SUBDIVISION
IN
SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

CONTINUED ON SHEET B OF 20



CONTINUED ON SHEET 19 OF 20

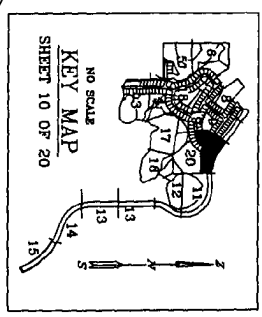


CONTINUED ON SHEET 10 OF 20

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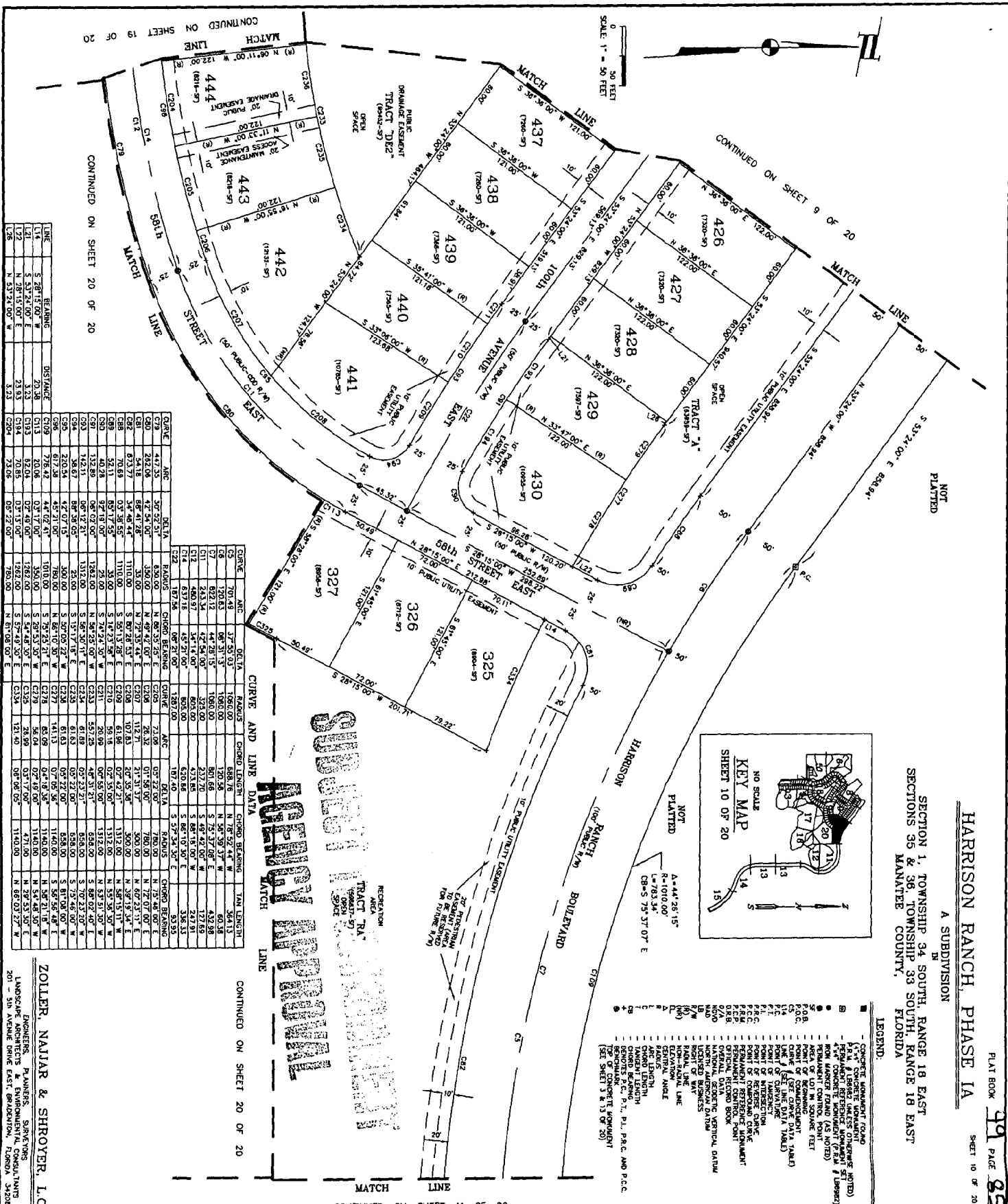
ZOLLER, NAJJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34206

A SUBDIVISION



LEGEND:

- [illegible]



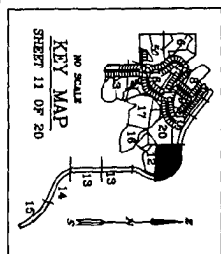
CURVE AND LINE DATA

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CONTINUED ON SHEET 20 OF 20

ZOLLER, NAJJAR & SHROYER, L.C.

ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208



NAME	ARC	DELTA	RAJAS	CHON BEARING
C62	613.77	34.46 S	1110.00	S 80° 45' 13" E
C83	515.78	150° 00' 50" E	510.00	S 50° 46' 50" E
C109	778.42	44° 02' 41" E	110.00	S 75° 45' 21" E
C110	6.92	107° 21' 34" E	1018.00	N 86° 21' 32" E
C111	330.07	60° 00' 13" E	610.00	N 82° 40' 11" E
C112	1054.12	59° 00' 40" E	577.99	S 77° 59' 40" E
			1.36	S 85° 02' 00" W
			1.55	N 34° 00' 00" W
				69.54

HARRISON RANCH, PHASE 1A SHEET 1

A SUBDIVISION
IN

SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

LEGEND:

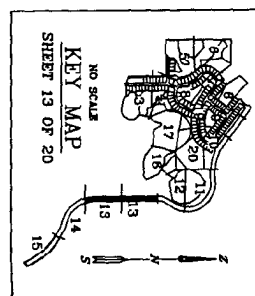
0 50 FEET
SCALE: 1" = 50 FEET

	CLINE	ANC	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH
64	12.20 74	1.30 00 30		560.00	N 32.48 51 W	1201.50
65	70 49	1.37 55 03		1060.00	N 76 52 44 W	24.113
66	70 49	1.37 55 03		888.76	N 76 52 44 W	24.113
67	59 47 34	1.50 00		560.00	N 62.40 04 W	394.58
68	59 47 34	1.50 00		560.00	N 62.40 04 W	394.58
69	59 47 34	1.50 00		560.00	N 62.40 04 W	394.58
70	20 15	1.50 00		560.00	N 62.40 04 W	394.58
71	20 15	1.50 00		560.00	N 62.40 04 W	394.58
72	20 15	1.50 00		560.00	N 62.40 04 W	394.58
73	20 15	1.50 00		560.00	N 62.40 04 W	394.58
74	20 15	1.50 00		560.00	N 62.40 04 W	394.58
75	20 15	1.50 00		560.00	N 62.40 04 W	394.58
76	20 15	1.50 00		560.00	N 62.40 04 W	394.58
77	20 15	1.50 00		560.00	N 62.40 04 W	394.58
78	20 15	1.50 00		560.00	N 62.40 04 W	394.58
79	20 15	1.50 00		560.00	N 62.40 04 W	394.58
80	20 15	1.50 00		560.00	N 62.40 04 W	394.58
81	20 15	1.50 00		560.00	N 62.40 04 W	394.58
82	20 15	1.50 00		560.00	N 62.40 04 W	394.58
83	20 15	1.50 00		560.00	N 62.40 04 W	394.58
84	20 15	1.50 00		560.00	N 62.40 04 W	394.58
85	20 15	1.50 00		560.00	N 62.40 04 W	394.58
86	20 15	1.50 00		560.00	N 62.40 04 W	394.58
87	20 15	1.50 00		560.00	N 62.40 04 W	394.58
88	20 15	1.50 00		560.00	N 62.40 04 W	394.58
89	20 15	1.50 00		560.00	N 62.40 04 W	394.58
90	20 15	1.50 00		560.00	N 62.40 04 W	394.58
91	20 15	1.50 00		560.00	N 62.40 04 W	394.58
92	20 15	1.50 00		560.00	N 62.40 04 W	394.58
93	20 15	1.50 00		560.00	N 62.40 04 W	394.58
94	20 15	1.50 00		560.00	N 62.40 04 W	394.58
95	20 15	1.50 00		560.00	N 62.40 04 W	394.58
96	20 15	1.50 00		560.00	N 62.40 04 W	394.58
97	20 15	1.50 00		560.00	N 62.40 04 W	394.58
98	20 15	1.50 00		560.00	N 62.40 04 W	394.58
99	20 15	1.50 00		560.00	N 62.40 04 W	394.58
100	20 15	1.50 00		560.00	N 62.40 04 W	394.58

CONTINUED ON SHEET 12 OF 20

ZOLLER, NAJJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208

SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



LEGEND

- [illegible]

	CLAVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING	7M LENGTH
C2	B44.57	74° 26' 48"	6.50	786.40	N 57° 53' 21" E	443.80	
C3	561.58	32° 10' 54"	1000.00	554.23	N 18° 05' 17" E	208.41	
	CLAVE	ARC	DELTA	CHORD BEARING	CHORD LENGTH	7M LENGTH	
C17	694.54	56° 50' 56"	700.00	578.25	38° 35' 03" E		

CURVE DATA

SECRET

CONTINUED ON THIS SHEET ABOVE RIGHT

CONTINUED ON SHEET 14 OF 20

ZOLLER, NAJJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34205

HARRISON RANCH, PHASE 1A

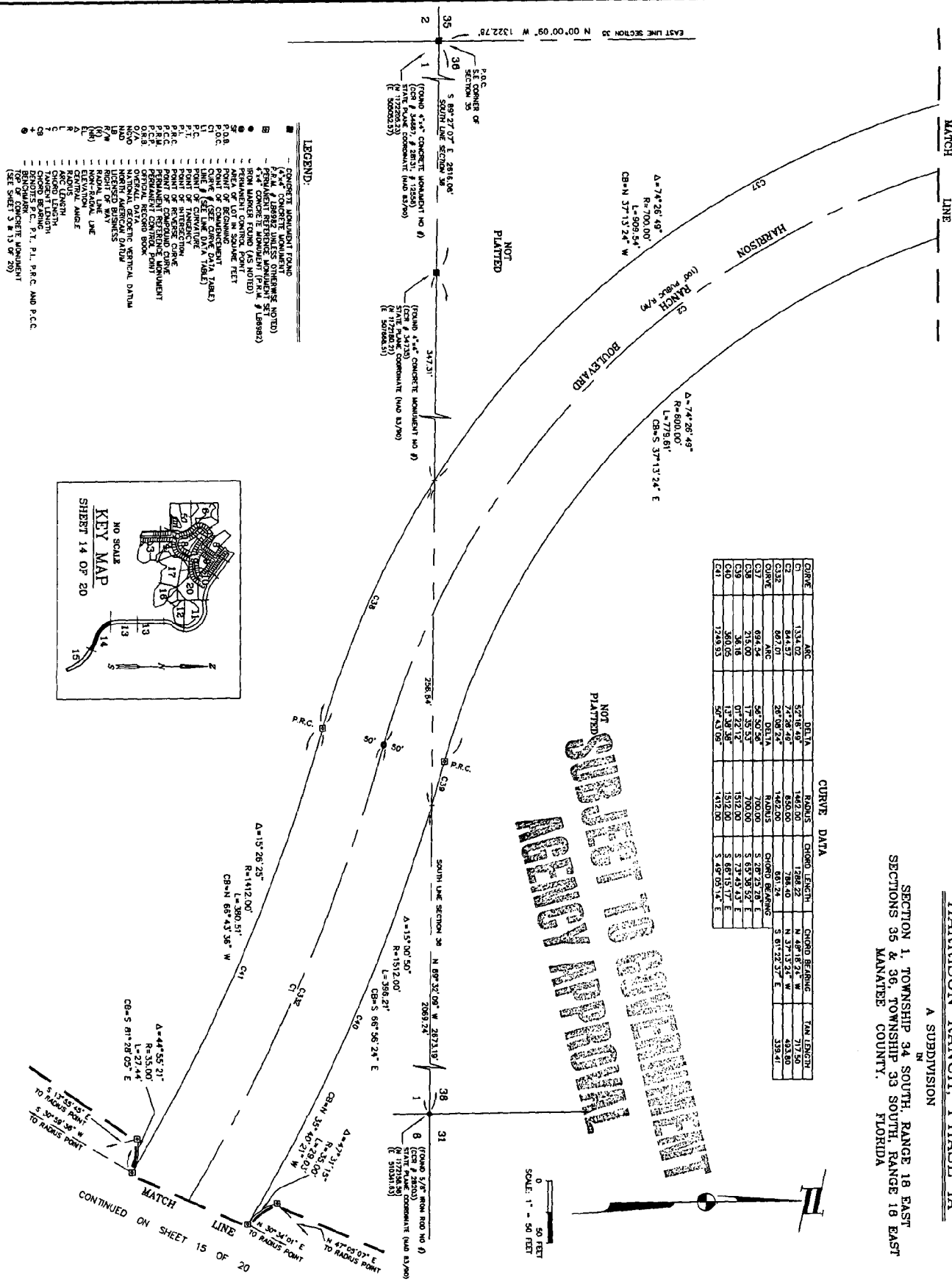
SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

	CHORD	CHORD LENGTH	TAIL LENGTH
C1	133.4	3527.0	413.50
C2	824.57	3788.40	413.50
C3	824.57	3788.40	413.50
C4	824.57	3788.40	413.50
C5	824.57	3788.40	413.50
C6	824.57	3788.40	413.50
C7	824.57	3788.40	413.50
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C87	824.5		

CURVE DATA

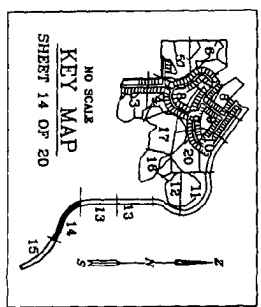
NOT
PLATED

Supplied by
H. E. G. & Co.
1000 10th St.
New York, N. Y.



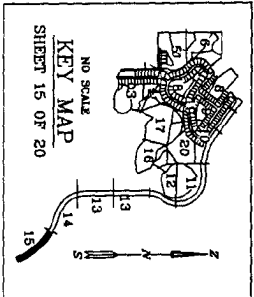
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ZOLLER, NAJJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208

SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



CURVE DATA		CHORD DATA			
CURVE	ARC	RADIUS	CHORD LENGTH	CHORD BEARING	TAN LENGTH
C131	1134.43	527.46	1288.22	6° 16' 15" E	175.50
C131	483.01	258.06	1268.20	S 30° 15' 30" E	175.50
C132	667.07	269.00	661.24	S 61° 12' 37" E	339.41
CURVE	ARC	RADIUS	CHORD BEARING		
C141	1249.93	507.43	1412.00	S 49° 02' 14" E	
C142	324.72	373.79	504.58	E 4° 58' 46" E	
C143	468.93	373.79	1412.00	N 14° 02' 07" W	
C144	818.41	373.79	1412.00	N 14° 02' 07" E	
C145	15.72	607.36	S 27° 09' 45" E		
C146	25.37	07° 01' 58"	S 21° 19' 29" E		
C147	28.33	607.56	N 21° 50' 28" W		
C148	24.35	607.55	1552.00	N 21° 55' 25" W	
C149	97.13	1552.00	1552.00	N 4° 38' 20" W	
C150	31.89	367.18	548.56	N 4° 38' 20" W	
C151	1318.13	449.56	449.56	S 41° 29' 20" W	
C152	921.92	344.56	517.00	S 41° 29' 55" E	

CURVE DATA

LEGEND

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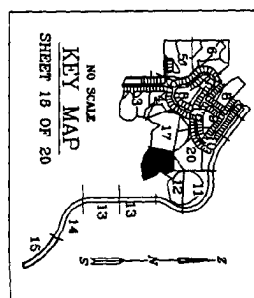
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ZOLLER, NAJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208

**A SUBDIVISION
IN**

SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



LINE DATA		
LINE	BEARING	DISTANCE
139	N 55° 00' 00" W	88.27

NOT
PLATED

CONTINUED ON SHEET 17 OF 20

MATCH LINE

CONTINUED ON SHEET 20 OF 20

MATCH	LINE
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N 25° 00' 00" W 204.16

ST 50.00' E 111.25'

5 32 45.00

PUBLIC
ORAINAGE EASMENT
TRACT "DE7"
(13800-S7)
OPEN
SPACE

CONTINUED ON SHEET 12

4

NO SCALE
KEY MAP

MANATEE COUNTY
CONSERVATION/DRAINAGE EASEMENT

RACT "C"
 (908491-55)

OPEN
SPACE

S 21° 00' 00" E 306.71'

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SECRET

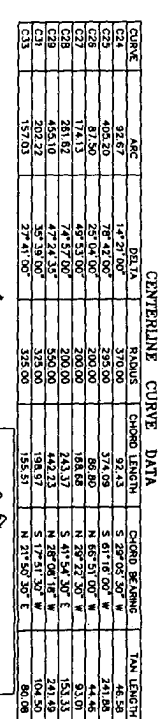
CONFIDENTIAL

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ZOLLER, NAJJAR & SHROYER, L.C.

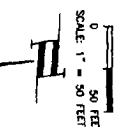
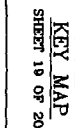
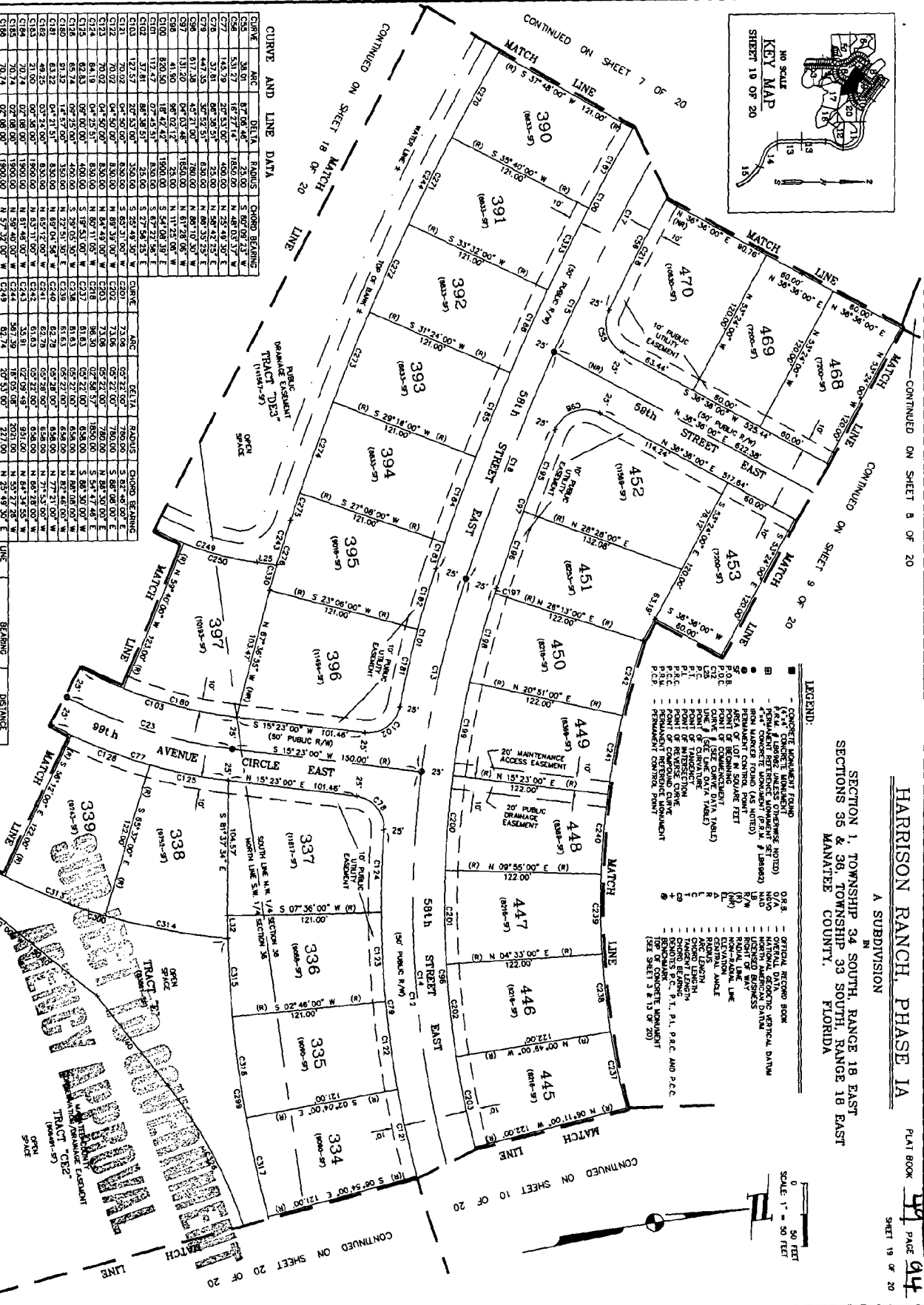
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34208



HARRISON RANCH, PHASE 1A
 A SUBDIVISION
 IN
 SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
 SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
 MANATEE COUNTY, FLORIDA
 CURVE AND LINE DATA

A SUBDIVISION

MANATEE COUNTY, FLORIDA

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CHRG	ANC	DELTA	FADING	CHRG BEATING
C536	38.90	87.06 W	23.00	5.007.00.23 W
C56	53.57	22.27 E	1850.00	N.48.03.57 W
C57	145.59	20.55.00	4000.00	N.25.49.30 E
C58	442.51	30.53.51	6300.00	N.28.35.23 E
C59	442.51	30.53.51	6300.00	N.28.35.23 E
C596	517.58	45.21.00 W	7800.00	N.80.10.50 W
C597	131.20	04.03.48	11500.00	N.61.28.06 W
C598	41.50	04.07.12	23.00	N.11.23.06 W
C100	820.50	18.42.47	19000.00	5.84.00.39 E
C101	113.47	07.43.51	8300.00	5.84.07.56 E
C102	37.61	06.38.31	23.00	5.82.04.23 E
C103	70.02	04.50.00	8300.00	5.83.31.00 W
C104	70.02	04.50.00	8300.00	5.83.31.00 W
C105	70.02	04.50.00	8300.00	5.83.31.00 W
C106	70.02	04.50.00	8300.00	5.83.31.00 W
C107	70.02	04.50.00	8300.00	5.83.31.00 W
C108	70.02	04.50.00	8300.00	5.83.31.00 W
C109	70.02	04.50.00	8300.00	5.83.31.00 W
C110	70.02	04.50.00	8300.00	5.83.31.00 W
C111	70.02	04.50.00	8300.00	5.83.31.00 W
C112	70.02	04.50.00	8300.00	5.83.31.00 W
C113	70.02	04.50.00	8300.00	5.83.31.00 W
C114	70.02	04.50.00	8300.00	5.83.31.00 W
C115	70.02	04.50.00	8300.00	5.83.31.00 W
C116	70.02	04.50.00	8300.00	5.83.31.00 W
C117	70.02	04.50.00	8300.00	5.83.31.00 W
C118	70.02	04.50.00	8300.00	5.83.31.00 W
C119	70.02	04.50.00	8300.00	5.83.31.00 W
C120	70.02	04.50.00	8300.00	5.83.31.00 W
C121	70.02	04.50.00	8300.00	5.83.31.00 W
C122	70.02	04.50.00	8300.00	5.83.31.00 W
C123	70.02	04.50.00	8300.00	5.83.31.00 W
C124	70.02	04.50.00	8300.00	5.83.31.00 W
C125	70.02	04.50.00	8300.00	5.83.31.00 W
C126	70.02	04.50.00	8300.00	5.83.31.00 W
C127	70.02	04.50.00	8300.00	5.83.31.00 W
C128	70.02	04.50.00	8300.00	5.83.31.00 W
C129	70.02	04.50.00	8300.00	5.83.31.00 W
C130	70.02	04.50.00	8300.00	5.83.31.00 W
C131	70.02	04.50.00	8300.00	5.83.31.00 W
C132	70.02	04.50.00	8300.00	5.83.31.00 W
C133	70.02	04.50.00	8300.00	5.83.31.00 W
C134	70.02	04.50.00	8300.00	5.83.31.00 W
C135	70.02	04.50.00	8300.00	5.83.31.00 W
C136	70.02	04.50.00	8300.00	5.83.31.00 W
C137	70.02	04.50.00	8300.00	5.83.31.00 W
C138	70.02	04.50.00	8300.00	5.83.31.00 W
C139	70.02	04.50.00	8300.00	5.83.31.00 W
C140	70.02	04.50.00	8300.00	5.83.31.00 W
C141	70.02	04.50.00	8300.00	5.83.31.00 W
C142	70.02	04.50.00	8300.00	5.83.31.00 W
C143	70.02	04.50.00	8300.00	5.83.31.00 W
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C145	70.02	04.50.00	8300.00	5.83.31.00 W
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C149	70.02	04.50.00	8300.00	5.83.31.00 W
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C151	70.02	04.50.00	8300.00	5.83.31.00 W
C152	70.02	04.50.00	8300.00	5.83.31.00 W
C153	70.02	04.50.00	8300.00	5.83.31.00 W
C154	70.02	04.50.00	8300.00	5.83.31.00 W
C155	70.02	04.50.00	8300.00	5.83.31.00 W
C156	70.02	04.50.00	8300.00	5.83.31.00 W
C157	70.02	04.50.00	8300.00	5.83.31.00 W
C158	70.02	04.50.00	8300.00	5.83.31.00 W
C159	70.02	04.50.00	8300.00	5.83.31.00 W
C160	70.02	04.50.00	8300.00	5.83.31.00 W
C161	70.02	04.50.00	8300.00	5.83.31.00 W
C162	70.02	04.50.00	8300.00	5.83.31.00 W
C163	70.02	04.50.00	8300.00	5.83.31.00 W
C164	70.02	04.50.00	8300.00	5.83.31.00 W
C165	70.02	04.50.00	8300.00	5.83.31.00 W
C166	70.02	04.50.00	8300.00	5.83.31.00 W
C167	70.02	04.50.00	8300.00	5.83.31.00 W
C168	70.02	04.50.00	8300.00	5.83.31.00 W
C169	70.02	04.50.00	8300.00	5.83.31.00 W
C170	70.02	04.50.00	8300.00	5.83.31.00 W
C171	70.02	04.50.00	8300.00	5.83.31.00 W
C172	70.02	04.50.00	8300.00	5.83.31.00 W
C173	70.02	04.50.00	8300.00	5.83.31.00 W
C174	70.02	04.50.00	8300.00	5.83.31.00 W
C175	70.02	04.50.00	8300.00	5.83.31.00 W
C176	70.02	04.50.00	8300.00	5.83.31.00 W
C177	70.02	04.50.00	8300.00	5.83.31.00 W
C178	70.02	04.50.00	8300.00	5.83.31.00 W
C179	70.02	04.50.00	8300.00	5.83.31.00 W
C180	70.02	04.50.00	8300.00	5.83.31.00 W
C181	70.02	04.50.00	8300.00	5.83.31.00 W
C182	70.02	04.50.00	8300.00	5.83.31.00 W
C183	70.02	04.50.00	8300.00	5.83.31.00 W
C184	70.02	04.50.00	8300.00	5.83.31.00 W
C185	70.02	04.50.00	8300.00	5.83.31.00 W
C186	70.02	04.50.00	8300.00	5.83.31.00 W
C187	70.02	04.50.00	8300.00	5.83.31.00 W
C188	70.02	04.50.00	8300.00	5.83.31.00 W
C189	70.02	04.50.00	8300.00	5.83.31.00 W
C190	70.02	04.50.00	8300.00	5.83.31.00 W
C191	70.02	04.50.00	8300.00	5.83.31.00 W
C192	70.02	04.50.00	8300.00	5.83.31.00 W
C193	70.02	04.50.00	8300.00	5.83.31.00 W
C194	70.02	04.50.00	8300.00	5.83.31.00 W
C195	70.02	04.50.00	8300.00	5.83.31.00 W
C196	70.02	04.50.00	8300.00	5.83.31.00 W
C197	70.02	04.50.00	8300.00	5.83.31.00 W
C198	70.02	04.50.00	8300.00	5.83.31.00 W
C199	70.02	04.50.00	8300.00	5.83.31.00 W
C200	70.02	04.50.00	8300.00	5.83.31.00 W
C201	70.02	04.50.00	8300.00	5.83.31.00 W
C202	70.02	04.50.00	8300.00	5.83.31.00 W
C203	70.02	04.50.00	8300.00	5.83.31.00 W
C204	70.02	04.50.00	8300.00	5.83.31.00 W
C205	70.02	04.50.00	8300.00	5.83.31.00 W
C206	70.02	04.50.00	8300.00	5.83.31.00 W
C207	70.02	04.50.00	8300.00	5.83.31.00 W
C208	70.02	04.50.00	8300.00	5.83.31.00 W
C209	70.02	04.50.00	8300.00	5.83.31.00 W
C210	70.02	04.50.00	8300.00	5.83.31.00 W
C211	70.02	04.50.00	8300.00	5.83.31.00 W
C212	70.02	04.50.00	8300.00	5.83.31.00 W
C213	70.02	04.50.00	8300.00	5.83.31.00 W
C214	70.02	04.50.00	8300.00	5.83.31.00 W
C215	70.02	04.50.00	8300.00	5.83.31.00 W
C216	70.02	04.50.00	8300.00	5.83.31.00 W
C217	70.02	04.50.00	8300.00	5.83.31.00 W
C218	70.02	04.50.00	8300.00	5.83.31.00 W
C219	70.02	04.50.00	8300.00	5.83.31.00 W
C220	70.02	04.50.00	8300.00	5.83.31.00 W
C221	70.02	04.50.00	8300.00	5.83.31.00 W
C222	70.02	04.50.00	8300.00	5.83.31.00 W
C223	70.02	04.50.00	8300.00	5.83.31.00 W
C224	70.02	04.50.00	8300.00	5.83.31.00 W
C225	70.02	04.50.00	8300.00	5.83.31.00 W
C226	70.02	04.50.00	8300.00	5.83.31.00 W
C227	70.02	04.50.00	8300.00	5.83.31.00 W
C228	70.02	04.50.00	8300.00	5.83.31.00 W
C229	70.02	04.50.00	8300.00	5.83.31.00 W
C230	70.02	04.50.00	8300.00	5.83.31.00 W
C231	70.02	04.50.00	8300.00	5.83.31.00 W
C232	70.02	04.50.00	8300.00	5.83.31.00 W
C233	70.02	04.50.00	8300.00	5.83.31.00 W
C234	70.02	04.50.00	8300.00	5.83.31.00 W
C235	70.02	04.50.00	8300.00	5.83.31.00 W
C236	70.02	04.50.00	8300.00	5.83.31.00 W
C237	70.02	04.50.00	8300.00	5.83.31.00 W
C238	70.02	04.50.00	8300.00	5.83.31.00 W
C239	70.02	04.50.00	8300.00	5.83.31.00 W
C240	70.02	04.50.00	8300.00	5.83.31.00 W
C241	70.02	04.50.00	8300.00	5.83.31.00 W
C242	70.02	04.50.00	8300.00	5.83.31.00 W
C243	70.02	04.50.00	8300.00	5.83.31.00 W
C244	70.02	04.50.00	8300.00	5.83.31.00 W
C245	70.02	04.50.00	8300.00	5.83.31.00 W
C246	70.02	04.50.00	8300.00	5.83.31.00 W
C247	70.02	04.50.00	8300.00	5.83.31.00 W
C248	70.02	04.50.00	8300.00	5.83.31.00 W
C249	70.02	04.50.00	8300.00	5.83.31.00 W
C250	70.02	04.50.00	8300.00	5.83.31.00 W
C251	70.02	04.50.00	8300.00	5.83.31.00 W
C252	70.02	04.50.00	8300.00	5.83.31.00 W
C253	70.02	04.50.00	8300.00	5.83.31.00 W
C254	70.02	04.50.00	8300.00	5.83.31.00 W
C255	70.02	04.50.00	8300.00	5.83.31.00 W
C256	70.02	04.50.00	8300.00	5.83.31.00 W
C257	70.02	04.50.00	8300.00	5.83.31.00 W
C258	70.02	04.50.00	8300.00	5.83.31.00 W
C259	70.02	04.50.00	8300.00	5.83.31.00 W
C260	70.02	04.50.00	8300.00	5.83.31.00 W
C261	70.02	04.50.00	8300.00	5.83.31.00 W
C262	70.02	04.50.00	8300.00	5.83.31.00 W
C263	70.02	04.50.00	8300.00	5.83.31.00 W
C264	70.02	04.50.00	8300.00	5.83.31.00 W
C265	70.02	04.50.00	8300.00	5.83.31.00 W
C266	70.02	04.50.00	8300.00	5.83.31.00 W
C267	70.02	04.50.00	8300.00	5.83.31.00 W
C268	70.02	04.50.00	8300.00	5.83.31.00 W
C269	70.02	04.50.00	8300.00	5.83.31.00 W
C270	70.02	04.50.00	8300.00	5.83.31.00 W
C271	70.02	04.50.00	8300.00	5.83.31.00 W
C272	70.02	04.50.00	8300.00	5.83.31.00 W
C273	70.02	04.50.00	8300.00	5.83.31.00 W
C274	70.02	04.50.00	8300.00	5.83.31.00 W
C275	70.02	04.50.00	8300.00	5.83.31.00 W
C276	70.02	04.50.00	8300.00	5.83.31.00 W
C277	70.02	04.50.00	8300.00	5.83.31.00 W
C278	70.02	04.50.00	8300.00	5.83.31.00 W
C279	70.02	04.50.00	8300.00	5.83.31.00 W
C280	70.02	04.50.00	8300.00	5.83.31.00 W
C281	70.02	04.50.00	8300.00	5.83.31.00 W
C282	70.02	04.50.00	8300.00	5.83.31.00 W
C283	70.02	04.50.00	8300.00	5.83.31.00 W
C284	70.02	04.50.00	8300.00	5.83.31.00 W
C285	70.02	04.50.00	8300.00	5.83.31.00 W
C286	70.02	04.50.00	8300.00	5.83.31.00 W
C287	70.02	04.50.00	8300.00	5.83.31.00 W
C2				

LINE	BEARING	DISTANCE
L1	N 11° 23' 00" E	15.99
L2	S 82° 34' 00" E	15.99
L3	S 60° 00' 00" W	80.10
L4	S 60° 00' 00" W	80.10
CURVE	DATA	RADIUS
C1	S 64.43°	103° 24' 00"
C2	S 64.43°	103° 24' 00"
C3	S 64.43°	103° 24' 00"
C4	S 64.43°	103° 24' 00"
C5	S 64.43°	103° 24' 00"
C6	S 64.43°	103° 24' 00"
C7	S 64.43°	103° 24' 00"
C8	S 64.43°	103° 24' 00"
C9	S 64.43°	103° 24' 00"
C10	S 64.43°	103° 24' 00"
C11	S 64.43°	103° 24' 00"
C12	S 64.43°	103° 24' 00"
C13	S 64.43°	103° 24' 00"
C14	S 64.43°	103° 24' 00"
C15	S 64.43°	103° 24' 00"
C16	S 64.43°	103° 24' 00"
C17	S 64.43°	103° 24' 00"
C18	S 64.43°	103° 24' 00"
C19	S 64.43°	103° 24' 00"
C20	S 64.43°	103° 24' 00"
C21	S 64.43°	103° 24' 00"
C22	S 64.43°	103° 24' 00"
C23	S 64.43°	103° 24' 00"
C24	S 64.43°	103° 24' 00"
C25	S 64.43°	103° 24' 00"
C26	S 64.43°	103° 24' 00"
C27	S 64.43°	103° 24' 00"
C28	S 64.43°	103° 24' 00"
C29	S 64.43°	103° 24' 00"
C30	S 64.43°	103° 24' 00"
C31	S 64.43°	103° 24' 00"
C32	S 64.43°	103° 24' 00"
C33	S 64.43°	103° 24' 00"

WATCH LINE
CONTINUED ON SHEET 17 OF 20

ZOLLER, NAJJAR & SHROYER, L.C.

ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34206

LEGEND

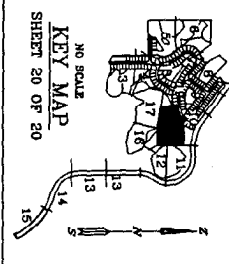
HARRISON RANCH, PHASE 1A

PLAT BOOK 49 PAGE 95

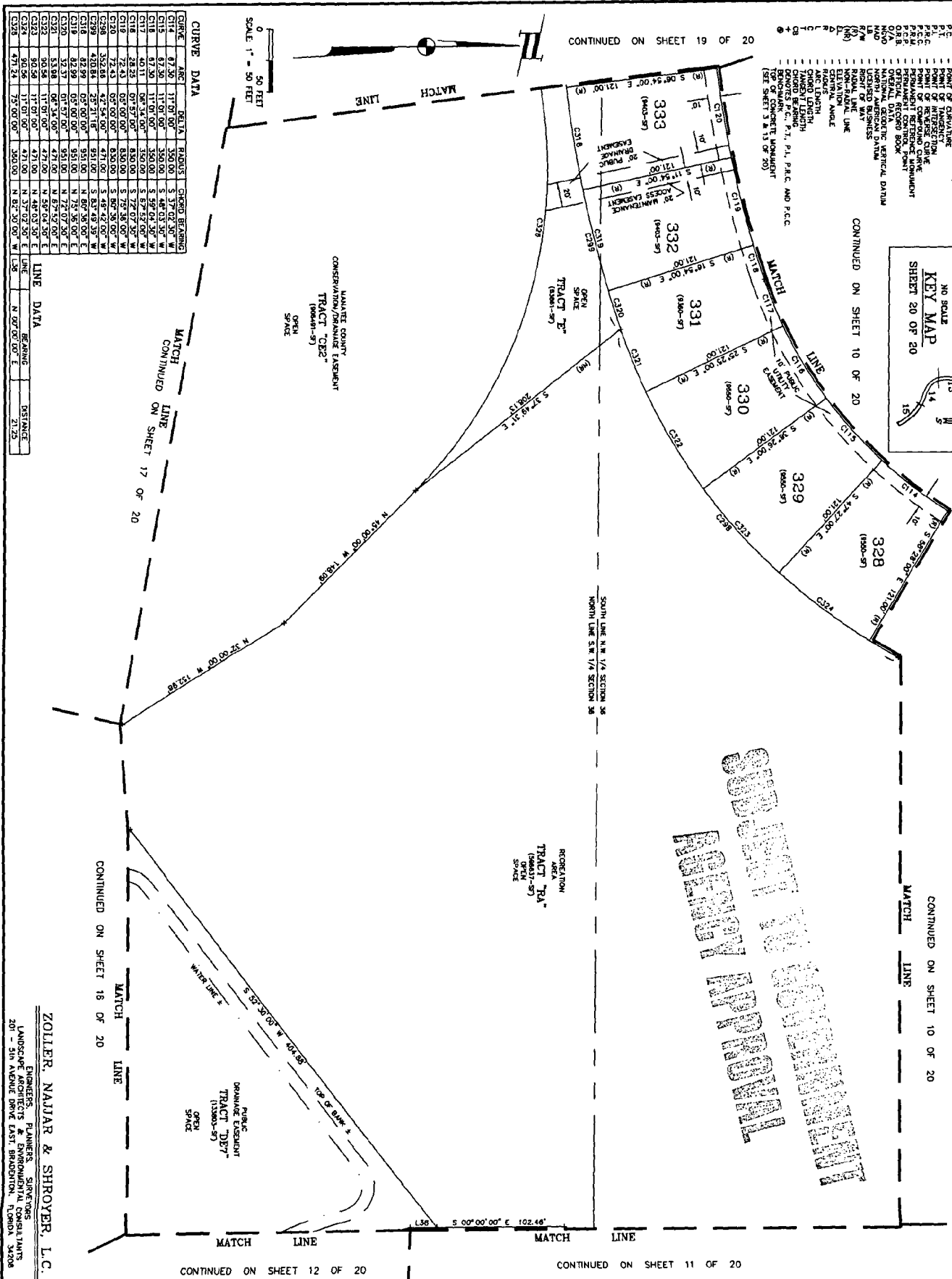
SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

CONTINUED ON SHEET 10 OF 20

KEY MAP
SHEET 20 OF 20



- [illegible]



SECRET

ZOLLER, NAJAR & SHROYER, L.C.
ENGINEERS PLANNERS SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34206

EXHIBIT "C"
Listing of Holdings
HARRISON RANCH IA

- Tract A:** Consists of a 1.47 acre (MOL) parcel of land designated as open space and contains a 10' utility easement, a 20' drainage easement, and a 25' drainage easement.
- Tract B:** Consists of a 0.23 acre (MOL) parcel of land designated as open space.
- Tract C:** Consists of a 0.32 acre (MOL) parcel of land designated as open space.
- Tract CE1:** Consists of a 9.88 acre (MOL) parcel of land designated as open space and Manatee County Conservation/Drainage Easement and includes a 330' wide Florida Power and Light Company Easement recorded in O.R.B. 504, Page 177.
- Tract CE2:** Consists of a 20.81 acre (MOL) parcel of land designated as open space and Manatee County Conservation/Drainage Easement.
- Tract CE3:** Consists of a 4.07 acre (MOL) parcel of land designated as open space and Manatee County Conservation/Drainage Easement.
- Tract CE4:** Consists of a 0.23 acre (MOL) parcel of land designated as open space and Manatee County Conservation/Drainage Easement.
- Tract CE5:** Consists of a 10.36 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement and includes a 10' utility easement.
- Tract CE6:** Consists of a 1.80 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement.
- Tract D:** Consists of a 0.79 acre (MOL) parcel of land designated as open space.
- Tract DE1:** Consists of a 4.83 acre (MOL) parcel of land designated as open space and drainage easement.
- Tract DE2:** Consists of a 2.19 acre (MOL) parcel of land designated as open space and drainage easement.
- Tract DE3:** Consists of a 3.25 acre (MOL) parcel of land designated as open space and drainage easement.

- Tract DE4:** Consists of a 2.44 acre (MOL) parcel of land designated as open space and drainage easement.
- Tract DE5:** Consists of a 0.57 acre (MOL) parcel of land designated as open space and drainage easement and includes a 10' utility easement.
- Tract DE6:** Consists of a 5.16 acre (MOL) parcel of land designated as open space and drainage easement and includes a 10' utility easement.
- Tract DE7:** Consists of a 3.07 acre (MOL) parcel of land designated as open space and drainage easement.
- Tract E:** Consists of 1.93 acre (MOL) parcel of land designated as open space and includes a 20' drainage easement and a 20' drainage and maintenance access easement.
- Tract F:** Consists of a 1.43 acre (MOL) parcel of land designated as open space and includes a 10' utility easement, and a 37' x 42' lift station easement, and a 15' greenbelt.
- Tract G:** Consists of a 0.22 acre (MOL) parcel of land designated as open space and includes a 10' utility easement and a 20' landscape buffer.
- Tract H:** Consists of a 2.57 acre (MOL) parcel of land designated as open space and includes a 10' utility easement and a 20' landscape buffer.
- Tract I:** Consists of a 0.38 acre (MOL) parcel of land designated as open space.
- Tract J:** Consists of a 3.93 acre (MOL) parcel of land designated as open space and includes a 20' landscape buffer.
- Tract RA:** Consists of a 13.70 acre (MOL) parcel of land designated as open space and recreation area and includes a 20' pedestrian easement (Area to be reserved for future right of way), 10' utility easement, a 330' wide Florida Power and Light Company easement (O.R.B 504, Page 177), a clubhouse, pool, multi-purpose court, commercial grade playground equipment, trails, picnic facilities, and multi-purpose fields.
- Tract LS1:** Consists of a 0.21 acre (MOL) parcel of land to be reserved for future right of way and designated as open space and pedestrian, landscape and utility easement.
- Tract LS2:** Consists of a 0.22 acre (MOL) parcel of land to be reserved for future right of way and designated as open space and pedestrian, landscape and utility easement.

Exhibit "D"

Harrison Ranch Homeowners' Association, Inc.
Manatee County, Florida

Estimated Budget for Ten Years from 2006 - 2015

Description	Annual											Total
	Per Lot	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
Lots for Assessment	1106	1106	1106	1106	1106	1106	1106	1106	1106	1106	1106	1106
Monthly Assessment Per Home	\$ 208.00	\$ 208.00	\$ 212.16	\$ 216.40	\$ 220.73	\$ 225.15	\$ 229.65	\$ 234.24	\$ 238.93	\$ 243.71	\$ 248.58	\$ 2,277.54
Cost of Living Increase	2%	100%	102%	104%	106%	108%	110%	112%	114%	116%	118%	
Assessments	1,632	1,804,992	1,841,092	1,877,914	1,915,472	1,953,781	1,992,857	2,032,714	2,073,368	2,114,836	2,157,133	19,764,139
Operating Expenses:												
Legal / Professional Fees	\$ 5.42	\$ 6,000.00	\$ 6,120.00	\$ 6,242.40	\$ 6,367.25	\$ 6,494.59	\$ 6,624.48	\$ 6,756.97	\$ 6,892.11	\$ 7,029.96	\$ 7,170.56	\$ 65,698.33
Accounting / Tax Prep	\$ 2.71	\$ 3,000.00	\$ 3,060.00	\$ 3,121.20	\$ 3,183.62	\$ 3,247.30	\$ 3,312.24	\$ 3,378.49	\$ 3,446.06	\$ 3,514.98	\$ 3,585.28	\$ 32,849.16
Dues, Licenses, Permits	\$ 0.54	\$ 600.00	\$ 612.00	\$ 624.24	\$ 636.72	\$ 649.46	\$ 662.45	\$ 675.70	\$ 689.21	\$ 703.00	\$ 717.06	\$ 6,569.83
Corporate Filing	\$ 0.06	\$ 62.00	\$ 63.24	\$ 64.50	\$ 65.79	\$ 67.11	\$ 68.46	\$ 69.82	\$ 71.22	\$ 72.64	\$ 74.10	\$ 678.86
Website	\$ 0.54	\$ 600.00	\$ 612.00	\$ 624.24	\$ 636.72	\$ 649.46	\$ 662.45	\$ 675.70	\$ 689.21	\$ 703.00	\$ 717.06	\$ 6,569.83
Administrative Expenses	\$ 10.85	\$ 12,000.00	\$ 12,240.00	\$ 12,484.80	\$ 12,734.50	\$ 12,989.19	\$ 13,248.97	\$ 13,513.95	\$ 13,784.23	\$ 14,059.91	\$ 14,341.11	\$ 131,396.65
Payment Coupon Books	\$ 2.17	\$ 2,400.00	\$ 2,448.00	\$ 2,496.96	\$ 2,546.90	\$ 2,597.84	\$ 2,649.79	\$ 2,702.79	\$ 2,756.85	\$ 2,811.93	\$ 2,868.22	\$ 26,278.33
Management Fees	\$ 75.95	\$ 84,000.00	\$ 85,680.00	\$ 87,393.60	\$ 89,141.47	\$ 90,924.30	\$ 92,742.79	\$ 94,597.64	\$ 96,489.60	\$ 98,419.39	\$ 100,387.78	\$ 919,276.56
Common Area Maintenance	\$ 10.85	\$ 12,000.00	\$ 12,240.00	\$ 12,484.80	\$ 12,734.50	\$ 12,989.19	\$ 13,248.97	\$ 13,513.95	\$ 13,784.23	\$ 14,059.91	\$ 14,341.11	\$ 131,396.65
Pool Maintenance	\$ 5.42	\$ 6,000.00	\$ 6,120.00	\$ 6,242.40	\$ 6,367.25	\$ 6,494.59	\$ 6,624.48	\$ 6,756.97	\$ 6,892.11	\$ 7,029.96	\$ 7,170.56	\$ 65,698.33
Cubhouse / Recreation Facilities	\$ 16.27	\$ 18,000.00	\$ 18,360.00	\$ 18,727.20	\$ 19,101.74	\$ 19,483.76	\$ 19,873.45	\$ 20,270.92	\$ 20,676.34	\$ 21,089.67	\$ 21,511.67	\$ 197,094.98
Janitorial	\$ 10.85	\$ 12,000.00	\$ 12,240.00	\$ 12,484.80	\$ 12,734.50	\$ 12,989.19	\$ 13,248.97	\$ 13,513.95	\$ 13,784.23	\$ 14,059.91	\$ 14,341.11	\$ 131,396.65
Landscaping Contract	\$ 813.74	\$ 900,000.00	\$ 918,000.00	\$ 936,360.00	\$ 955,087.20	\$ 974,188.94	\$ 993,672.72	\$ 1,013,546.18	\$ 1,033,817.10	\$ 1,054,493.44	\$ 1,075,583.31	\$ 9,654,748.90
Plant / Sod Replacement	\$ 54.25	\$ 60,000.00	\$ 61,200.00	\$ 62,424.00	\$ 63,672.48	\$ 64,945.93	\$ 66,244.65	\$ 67,569.75	\$ 68,921.14	\$ 70,299.56	\$ 71,705.55	\$ 655,983.26
Irrigation Maintenance	\$ 27.12	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,471.96	\$ 33,122.42	\$ 33,784.87	\$ 34,460.57	\$ 35,149.78	\$ 35,852.78	\$ 328,491.63
Pressure Washing	\$ 8.14	\$ 9,000.00	\$ 9,180.00	\$ 9,363.60	\$ 9,550.87	\$ 9,741.89	\$ 9,936.73	\$ 10,135.46	\$ 10,338.17	\$ 10,544.93	\$ 10,755.83	\$ 98,547.49
Termite Renewal	\$ 271.25	\$ 300,000.00	\$ 306,000.00	\$ 312,120.00	\$ 318,362.40	\$ 324,729.65	\$ 331,224.24	\$ 337,848.73	\$ 344,605.70	\$ 351,497.81	\$ 358,527.77	\$ 3,284,916.30
Insurance	\$ 81.37	\$ 90,000.00	\$ 91,800.00	\$ 93,636.00	\$ 95,508.72	\$ 97,418.89	\$ 99,367.27	\$ 101,354.62	\$ 103,381.71	\$ 105,449.34	\$ 107,558.33	\$ 985,474.89
Water / Sewer	\$ 54.25	\$ 60,000.00	\$ 61,200.00	\$ 62,424.00	\$ 63,672.48	\$ 64,945.93	\$ 66,244.65	\$ 67,569.75	\$ 68,921.14	\$ 70,299.56	\$ 71,705.55	\$ 656,983.26
Electricity	\$ 22.60	\$ 25,000.00	\$ 25,500.00	\$ 26,010.00	\$ 26,530.20	\$ 27,060.80	\$ 27,602.02	\$ 28,154.06	\$ 28,717.14	\$ 29,291.48	\$ 29,877.31	\$ 273,743.02
Trash	\$ 11.15	\$ 12,300.00	\$ 12,576.60	\$ 12,858.13	\$ 13,064.69	\$ 13,346.39	\$ 13,613.32	\$ 13,885.58	\$ 14,163.29	\$ 14,446.56	\$ 14,735.49	\$ 135,070.00
Newsletter	\$ 1,550.63	\$ 1,714,992.00	\$ 1,745,291.84	\$ 1,784,277.68	\$ 1,819,963.23	\$ 1,856,362.49	\$ 1,893,489.74	\$ 1,931,359.54	\$ 1,969,986.73	\$ 2,009,386.47	\$ 2,049,574.19	\$ 18,776,683.92
Total Operating Expenses:												
Reserves:												
Painting	\$ 27.12	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,471.96	\$ 33,122.42	\$ 33,784.87	\$ 34,460.57	\$ 35,149.78	\$ 35,852.78	\$ 328,491.63
Paving	\$ 13.56	\$ 15,000.00	\$ 15,300.00	\$ 15,606.00	\$ 15,918.12	\$ 16,236.48	\$ 16,561.21	\$ 16,892.44	\$ 17,230.29	\$ 17,574.89	\$ 17,926.39	\$ 164,245.81
Rooftop	\$ 8.14	\$ 9,000.00	\$ 9,180.00	\$ 9,363.60	\$ 9,550.87	\$ 9,741.89	\$ 9,936.73	\$ 10,135.46	\$ 10,338.17	\$ 10,544.93	\$ 10,755.83	\$ 98,547.49
Entry Feature / Gate	\$ 13.56	\$ 15,000.00	\$ 15,300.00	\$ 15,606.00	\$ 15,918.12	\$ 16,236.48	\$ 16,561.21	\$ 16,892.44	\$ 17,230.29	\$ 17,574.89	\$ 17,926.39	\$ 164,245.81
Pool / Cabana	\$ 10.85	\$ 12,000.00	\$ 12,240.00	\$ 12,484.80	\$ 12,734.50	\$ 12,989.19	\$ 13,248.97	\$ 13,513.95	\$ 13,784.23	\$ 14,059.91	\$ 14,341.11	\$ 131,396.65
General	\$ 81.37	\$ 90,000.00	\$ 91,800.00	\$ 93,636.00	\$ 95,508.72	\$ 97,418.89	\$ 99,367.27	\$ 101,354.62	\$ 103,381.71	\$ 105,449.34	\$ 107,558.33	\$ 985,474.89
Total Reserves:												
Total Annual Expenses:	1,632.00	1,804,992.00	1,841,091.84	1,877,913.68	1,915,471.95	1,953,781.39	1,992,857.02	2,032,714.16	2,073,368.44	2,114,835.81	2,157,132.53	19,764,138.81
Monthly Assessment Per Home:	\$ 136.00	\$ 136.00	\$ 138.72	\$ 141.49	\$ 144.32	\$ 147.21	\$ 150.15	\$ 153.16	\$ 156.22	\$ 159.35	\$ 162.53	\$ 1,489.16
Annual Assessment Per Home:	\$ 1,632.00	\$ 1,632.00	\$ 1,664.64	\$ 1,697.93	\$ 1,731.89	\$ 1,766.53	\$ 1,801.86	\$ 1,837.90	\$ 1,874.66	\$ 1,912.15	\$ 1,950.39	\$ 17,859.94

EXHIBIT "E"**RIGHT OF ENTRY
AND
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE**

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for the HARRISON RANCH SUBDIVISION (hereinafter "Subdivision").

- I. **Right of Entry by County.** Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas and Limited Use Common Areas (hereinafter "Community Common Areas") as may be necessary to perform their official duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Harrison Ranch Homeowners' Association ("Association") shall not dispose of any Community Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Community Common Areas (such as a Community Development District), without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in any open spaces within the Community Common Areas shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** If the Association or its successors fail to maintain the Community Common Areas in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Community Common Areas for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within the Subdivision within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of the Declaration relating to amendments, neither this Right of Entry nor any provision of the Declaration affecting this Right of Entry may be amended without the prior written consent of Manatee County.

EXHIBIT "F"**MAINTENANCE PROGRAM**

A maintenance program has been established for the operation and care of the subdivision amenities within the Common Areas. The following is a schedule for the inspection and maintenance of all lands and uses under the purview of the Harrison Ranch Homeowner's Association. The Association shall not be responsible for such inspection and maintenance to the extent such Common Areas and related subdivision amenities are owned by a Community Development District adopted pursuant to Chapter 190, Florida Statutes.

Weekly:	Swimming Pool - Cleaning and maintenance service. Recreation and Grounds - Cleaning and maintenance service.
Bi-Weekly:	Landscape and Lawn Service
Monthly:	Tree Landscape Service
Quarterly:	Cleaning and maintenance of all lake areas.
Yearly:	Painting and repair of swimming pool area, recreation building, buffer wall and replacement of signs, trees and shrubbery if necessary.
Every 2 Years:	Submit inspection report of the surface water management system to the Southwest Florida Water Management District (SWFWMD).

EXHIBIT "G"

NOTICE TO BUYERS

TO THE PURCHASERS OF LOTS IN HARRISON RANCH, MANATEE COUNTY, FLORIDA:

IN ACCORDANCE WITH SECTION 720.401, FLORIDA STATUTES, YOU ARE HEREBY NOTIFIED THAT THE PURCHASE OF YOUR LOT IS SUBJECT TO THE FOLLOWING MATTERS:

1. THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARRISON RANCH" AS AMENDED FROM TIME TO TIME (HEREINAFTER DECLARATION), A COPY OF WHICH SHALL BE PROVIDED UPON EXECUTION OF YOUR CONTRACT TO PURCHASE. THE DECLARATION GOVERNS THE USE AND OCCUPANCY OF PROPERTIES WITHIN THE SUBDIVISION.
2. OWNERSHIP OF A LOT IN THE HARRISON RANCH SUBDIVISION AUTOMATICALLY MAKES YOU A MEMBER OF THE HARRISON RANCH HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"). YOU ARE OBLIGATED TO BE A MEMBER OF THE ASSOCIATION SO LONG AS YOU OWN A LOT WITHIN THE SUBDIVISION.
3. THE ASSOCIATION HAS THE RIGHT AND POWER TO ASSESS AND COLLECT, AS PROVIDED IN ITS DECLARATION AND BYLAWS, THE COSTS OF MAINTENANCE OF THE COMMON AREA, LIMITED USE COMMON AREA, AND EXCLUSIVE USE COMMON AREA WHICH YOU HAVE A RIGHT TO ENJOY. IN ACCORDANCE WITH THE DECLARATION, YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION.
4. THE INITIAL PROPOSED ASSESSMENT BY THE ASSOCIATION IS ONE HUNDRED THIRTY SIX DOLLARS (\$136) MONTHLY FOR EACH LOT. YOU ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY INCREASE THAT AMOUNT AS MAY BE REQUIRED TO MAINTAIN THE AMENITIES OF THE SUBDIVISION IN THE MANNER PROVIDED IN THE DECLARATION AND THE BYLAWS.
5. THERE IS A ONE TIME CAPITAL CONTRIBUTION FEE, PAYABLE TO THE ASSOCIATION, IN THE AMOUNT EQUAL TO TWO TIMES THE MONTHLY ASSESSMENT DUE AT THE TIME OF CLOSING OF ANY SALE, EITHER FROM THE DEVELOPER OR SUBSEQUENT SELLER.
6. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE.

7. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO MANATEE COUNTY OR ANY COMMUNITY DEVELOPMENT DISTRICT THAT MAY BE CREATED IN THE FUTURE OR IN CONJUNCTION WITH OR FOR PURPOSES OF OWNING OR MANAGING ANY OF THE COMMON AREAS OF THE SUBDIVISION.
8. EACH LOT IN THE SUBDIVISION WILL BE PART OF THE HARRISON RANCH COMMUNITY DEVELOPMENT DISTRICT, IF ESTABLISHED, AND THE FOLLOWING NOTICE APPLIES: THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
9. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY THE ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
10. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATION OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION.
11. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE DECLARATION OR OTHER GOVERNING DOCUMENTS OF THE ASSOCIATION WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF PARCEL OWNERS.
12. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PLANTING AND MAINTENANCE OF TREES ON SUCH LOT AS REQUIRED BY MANATEE COUNTY PURSUANT TO FINAL SITE PLAN APPROVAL FOR HARRISON RANCH. TREES MUST MEET THE REQUIREMENTS OF SECTIONS 715.4B AND 715.3.4 OF THE MANATEE COUNTY LAND DEVELOPMENT CODE. EXISTING NATIVE TREES SHOULD BE USED TO FULFILL THE REQUIREMENTS OF THIS PARAGRAPH WHENEVER THEY MEET THE SPACING AND SIZE REQUIREMENTS HEREOF. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR ANY HOME TO BE CONSTRUCTED ON A LOT UNTIL THE CONDITIONS OF THIS PARAGRAPH HAVE BEEN SATISFIED. UPON PURCHASING A LOT, EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE TREES, AND SUCH TREES MAY NOT BE REMOVED WITHOUT APPROPRIATE PERMITS AND AUTHORIZATIONS PROVIDED BY MANATEE COUNTY, FLORIDA. IF A TREE PLANTED IN COMPLIANCE WITH THE REQUIREMENTS OF THIS PARAGRAPH DIES OR IS REMOVED, THE OWNER OF THE LOT IS RESPONSIBLE TO REPLACE THE TREE WITHIN THIRTY (30) DAYS

THEREAFTER. FOR TREE REQUIREMENTS PER LOT, PLEASE SEE ATTACHED SCHEDULE 1.

13. CERTAIN PORTIONS OF THE HARRISON RANCH SUBDIVISION CONTAIN WETLANDS AND WETLAND BUFFERS. THE SIZE AND LOCATION OF SUCH AREAS ARE SET FORTH IN THAT CERTAIN CONSERVATION EASEMENT FOR THE SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AT BOOK 49, PAGE 76.
14. THE HARRISON RANCH SUBDIVISION IS LOCATED IN THE UNINCORPORATED AREA OF MANATEE COUNTY IN AN AREA GENERALLY USED FOR AGRICULTURAL PURPOSES. ACCORDINGLY, THE GENERAL AREA SURROUNDING THE SUBDIVISION CONTAINS CERTAIN AGRICULTURAL OPERATIONS. SUCH OPERATIONS MAY GENERATE NOISES AND ODORS TYPICALLY ATTENDANT WITH AGRICULTURAL USES AND MAY UTILIZE PESTICIDES AND HERBICIDES AS PART OF THOSE OPERATIONS.
15. IT IS ANTICIPATED THAT CERTAIN PROPERTY ADJACENT TO HARRISON RANCH MAY BE DEVELOPED IN THE FUTURE. UPON SUCH DEVELOPMENT, THE INTER-NEIGHBORHOOD TIES WITHIN HARRISON RANCH SHALL CONNECT TO A FUTURE ROADWAY CONSTRUCTED WITHIN THE ADJACENT DEVELOPMENT TO SERVE THAT DEVELOPMENT.
16. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE COUNTY, THE OWNER OF A LOT MUST SUBMIT TO THE DRIVEWAY INSPECTION SECTION OF THE TRANSPORTATION DEPARTMENT A CERTIFICATE SIGNED BY AN ENGINEER OR SURVEYOR, IN THE FORM REQUIRED BY THE COUNTY, WITH RESPECT TO SUBSTANTIAL COMPLIANCE WITH THE DRAINAGE AND GRADING PLAN FOR THE SUBDIVISION, AS RECORDED IN THE PUBLIC RECORDS.
17. THE FOREGOING STATEMENTS ARE ONLY SUMMARY IN NATURE AND SHALL NOT BE DEEMED TO SUPERSEDE OR MODIFY THE PROVISIONS OF THE DECLARATION, OR ANY LOT SALES CONTRACT BETWEEN BUYER AND DECLARANT. YOU SHOULD REFER TO THE DECLARATION AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY WITHIN THE SUBDIVISION.
18. THE GOVERNING DOCUMENTS OF THE ASSOCIATION, INCLUDING THE DECLARATION, ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN MANATEE COUNTY, FLORIDA, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE:

PURCHASER

DATE:

PURCHASER

LOT TREE CHART (STREET TREES & SUPPLEMENTAL TREES - TOTAL)

HARRISON RANCH PHASE IA

TABLE I			
LOT #	2.5"	5"	7"
325	1	0	0
326	2	0	0
327	1	0	0
328	2	0	0
329	1	0	0
330	1	0	0
331	2	0	0
332	1	0	0
333	2	0	0
334	1	0	0
335	1	0	0
336	2	0	0
337	4	0	0
338	1	0	0
339	1	0	0
340	2	0	0
341	1	0	0
342	1	0	0
343	2	0	0
344	1	0	0
345	1	0	0
346	2	0	0
347	1	0	0
348	4	0	0
349	2	0	0
350	1	0	0
351	2	0	0
352	1	0	0
353	2	0	0
354	1	0	0
355	2	0	0
356	1	0	0
357	1	0	0
358	2	0	0
359	2	0	0
360	1	0	0
361	1	0	0
362	1	0	0
363	2	0	0
364	1	0	0
365	2	0	0
366	1	0	0
TOTAL	64	0	0

TABLE II			
LOT #	2.5"	5"	7"
367	2	0	0
368	2	0	0
369	1	0	0
370	2	0	0
371	2	0	0
372	3	0	0
373	1	0	0
374	2	0	0
375	2	0	0
376	2	0	0
377	1	0	0
378	2	0	0
379	2	0	0
380	1	0	0
381	1	0	0
382	1	0	0
383	1	0	0
384	2	0	0
385	1	0	0
386	3	0	0
387	4	0	0
388	1	0	0
389	2	0	0
390	1	0	0
391	2	0	0
392	1	0	0
393	1	0	0
394	2	0	0
395	1	0	0
396	4	0	0
397	2	0	0
398	1	0	0
399	2	0	0
400	3	0	0
401	2	0	0
402	3	0	0
403	4	0	0
404	2	0	0
405	1	0	0
406	2	0	0
407	1	0	0
408	1	0	0
TOTAL	77	0	0

TABLE III			
LOT #	2.5"	5"	7"
409	1	0	0
410	2	0	0
411	6	0	0
412	1	0	0
413	2	0	0
414	4	0	0
415	1	0	0
416	2	0	0
417	1	0	0
418	1	0	0
419	2	0	0
420	1	0	0
421	1	0	0
422	1	0	0
423	1	0	0
424	1	0	0
425	2	0	0
426	1	0	0
427	1	0	0
428	1	0	0
429	2	0	0
430	4	0	0
431	4	0	0
432	1	0	0
433	2	0	0
434	1	0	0
435	1	0	0
436	1	0	0
437	2	0	0
438	1	0	0
439	1	0	0
440	1	0	0
441	4	0	0
442	4	0	0
443	1	0	0
444	2	0	0
445	1	0	0
446	2	0	0
447	1	0	0
448	2	0	0
449	1	0	0
450	2	0	0
TOTAL	74	0	0

TABLE IV			
LOT #	2.5"	5"	7"
451	1	0	0
452	4	0	0
453	2	0	0
454	1	0	0
455	1	0	0
456	1	0	0
457	1	0	0
458	1	0	0
459	1	0	0
460	2	0	0
461	1	0	0
462	1	0	0
463	4	0	0
464	1	0	0
465	1	0	0
466	1	0	0
467	1	0	0
468	2	0	0
469	1	0	0
470	4	0	0
471	1	0	0
472	1	0	0
473	2	0	0
474	1	0	0
475	1	0	0
476	1	0	0
TOTAL	39	0	0

COMMON AREA TOTAL			
2.5"	3.5"	5"	7"
LOT TABLE I TOTAL	64	0	0
LOT TABLE II TOTAL	77	0	0
LOT TABLE III TOTAL	74	0	0
LOT TABLE IV TOTAL	39	0	0
PHASE IA TOTAL*	254	107	128
			95

*Proposed trees may utilize Live Oak, Slash Pine, Magnolia, or Red Cedar at the same caliper listed above. Trees must be at minimum Florida No. 1 grade.

Schedule 1
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LOT TREE CHART (STREET TREES & SUPPLEMENTAL TREES - TOTAL)

HARRISON RANCH PHASE 1-A

TABLE I				
LOT #	2.5"	5"	7"	
325	1	0	0	
326	2	0	0	
327	1	0	0	
328	2	0	0	
329	1	0	0	
330	1	0	0	
331	2	0	0	
332	1	0	0	
333	2	0	0	
334	1	0	0	
335	1	0	0	
336	2	0	0	
337	4	0	0	
338	1	0	0	
339	1	0	0	
340	2	0	0	
341	1	0	0	
342	1	0	0	
343	2	0	0	
344	1	0	0	
345	1	0	0	
346	2	0	0	
347	1	0	0	
348	4	0	0	
349	2	0	0	
350	1	0	0	
351	2	0	0	
352	1	0	0	
353	2	0	0	
354	1	0	0	
355	2	0	0	
356	1	0	0	
357	1	0	0	
358	2	0	0	
359	2	0	0	
360	1	0	0	
361	1	0	0	
362	1	0	0	
363	2	0	0	
364	1	0	0	
365	2	0	0	
366	1	0	0	
TOTAL	64	0	0	

TABLE II				
LOT #	2.5"	5"	7"	
367	2	0	0	
368	2	0	0	
369	1	0	0	
370	2	0	0	
371	2	0	0	
372	3	0	0	
373	1	0	0	
374	2	0	0	
375	2	0	0	
376	2	0	0	
377	1	0	0	
378	2	0	0	
379	2	0	0	
380	1	0	0	
381	1	0	0	
382	1	0	0	
383	1	0	0	
384	2	0	0	
385	1	0	0	
386	3	0	0	
387	4	0	0	
388	1	0	0	
389	2	0	0	
390	1	0	0	
391	2	0	0	
392	1	0	0	
393	1	0	0	
394	2	0	0	
395	1	0	0	
396	4	0	0	
397	2	0	0	
398	1	0	0	
399	2	0	0	
400	3	0	0	
401	2	0	0	
402	3	0	0	
403	4	0	0	
404	2	0	0	
405	1	0	0	
406	2	0	0	
407	1	0	0	
408	1	0	0	
TOTAL	77	0	0	

TABLE IV				
LOT #	2.5"	5"	7"	
451	1	0	0	
452	4	0	0	
453	2	0	0	
454	1	0	0	
455	1	0	0	
456	1	0	0	
457	1	0	0	
458	1	0	0	
459	1	0	0	
460	2	0	0	
461	1	0	0	
462	1	0	0	
463	4	0	0	
464	1	0	0	
465	1	0	0	
466	1	0	0	
467	1	0	0	
468	2	0	0	
469	1	0	0	
470	4	0	0	
471	1	0	0	
472	1	0	0	
473	2	0	0	
474	1	0	0	
475	1	0	0	
476	1	0	0	
TOTAL	39	0	0	

2.5"	3.5"	5"	7"
7	107	128	95
COMMON AREA TOTAL			
LOT TABLE I TOTAL			
64	0	0	0
LOT TABLE II TOTAL			
77	0	0	0
LOT TABLE III TOTAL			
74	0	0	0
LOT TABLE IV TOTAL			
39	0	0	0
PHASE 1-A TOTAL*			
254	107	128	95

*Proposed trees may utilize Live Oak, Slash Pine, Magnolia, or Red Cedar at the same caliper listed above. Trees must be at minimum Florida No. 1 grade.