

(2)

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association (the "Fourth Amendment") is made and entered into this 8th day of September, 2016 by PULTE HOME CORPORATION, a Michigan corporation (hereinafter "Declarant").

WITNESSETH:

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association recorded July 5, 2006 in Official Records Book 2137, Page 1680, Public Records of Manatee County, Florida (the "Villas Neighborhood Declaration"), Declarant establish supplemental covenants, conditions and restrictions for the "Villas Neighborhood" to be developed within certain portions of the Harrison Ranch Community as more particularly set forth in the Villas Neighborhood Declaration; and

WHEREAS, the Villas Neighborhood Declaration was supplemented and amended by (i) that certain Supplemental Declaration No. 1 to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated April 5, 2007 and recorded May 31, 2007 in Official Records Book 2207, Page 2589, Public Records of Manatee County, Florida (the "Supplemental Declaration"), (ii) that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated November 23, 2015 and recorded November 25, 2015 in Official Records Book 2596, Page 5022, Public Records of Manatee County, Florida (the "First Amendment"), (iii) that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated November 23, 2015 and recorded November 25, 2015 in Official Records Book 2596, Page 5026, Public Records of Manatee County, Florida (the "Second Amendment") and (iv) that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated July 6, 2016 and recorded July 11, 2016 in Official Records Book 2628, Page 5031, Public Records of Manatee County, Florida (the "Third Amendment"); and

WHEREAS, as hereinafter used in this Fourth Amendment, the term Villas Neighborhood Declaration shall mean and refer to the Villas Neighborhood Declaration as amended by the Supplemental Declaration, First Amendment, Second Amendment and Third Amendment; and

WHEREAS, unless otherwise defined in this Fourth Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Villas Neighborhood Declaration; and

WHEREAS, Section 5.4 of the Villas Neighborhood Declaration sets forth the terms and provisions with respect to the insurance coverages to be purchased and maintained by the Villas Association pursuant to the Villas Neighborhood Declaration; and

WHEREAS, Section 5.4 of the Villas Neighborhood Declaration does not expressly authorize the Villas Association to purchase and maintain casualty insurance coverage for the individual Villas owned by the Villa Owners as an item of Villa Lot Common Expense; and

WHEREAS, Section 9.1 of the Villas Neighborhood Declaration provides that Declarant may amend the Villas Neighborhood Declaration at any time prior to turnover of control of the Villas Association to the Class A Members without any consent of the Class A Members; and

WHEREAS, the date of turnover of control of the Villas Association to Class A Members has not yet occurred; and

WHEREAS, Declarant desires to amend Section 5.4 of the Villas Neighborhood Declaration to provide that the Villas Association may provide, but shall not be obligated to provide, Villas Casualty Insurance (as that term is defined below) as a Villa Lot Common Expense, all as more particularly set forth below; and

WHEREAS, Declarant also desires to amend Section 1.6 of the Villas Neighborhood Declaration to correct the definition of Villa Lot as set forth therein.

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, state and amend the Villas Neighborhood Declaration as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Fourth Amendment as if fully set forth therein.

2. Amendments to Section 5.4 of Declaration. Section 5.4 of the Villas Neighborhood Declaration is hereby amended by the addition of the following Sections 5.4 (f), (g), (h) and (i):

5.4(f) Villas Casualty Insurance. In addition to the casualty insurance maintained by the Villas Association for the Limited Use Common Areas and Exclusive Use Common Areas pursuant to Section 5.4(c) above, the Villas Association, at the

discretion of the Board of Directors of the Villas Association, may provide, but shall not be obligated to provide, casualty insurance on all Villas (the "Villas Casualty Insurance") (i) at the full replacement cost for same as estimated by the insurance company and (ii) on such other terms and conditions, including coverages in such amounts, exclusions from coverages, limitations on liability and deductibles, as determined by the Board of Directors of the Villas Association in its sole discretion, with the cost of such Villas Casualty Insurance to be a Villa Lot Common Expense. Such Villas Casualty Insurance shall be on a uniform basis for all Villas and shall provide the same coverages, deductibles and insurance amounts for each Villa. The Board of Directors of the Villas Association has currently elected to provide Villas Casualty Insurance. In the event the Board of Directors elects to discontinue Villas Casualty Insurance (or in the event such Board of Directors elects to provide such Villas Casualty Insurance after discontinuing same) the Board of Directors shall provide not less than ninety (90) days' written notice of such election to all Villa Owners so such Villa Owners may (i) obtain the Villa Owners Individual Casualty Insurance as required by Section 5.4(i) below if the Villas Association discontinues providing the Villas Casualty Insurance or (ii) cancel their Villas Owners Individual Casualty Insurance coverage if the Villas Association will be providing the Villas Casualty Insurance as provided in this Section 5.4(f). Any deductibles applicable to any Villa under the Villas Casualty Insurance shall be the responsibility of the Villa Owner and not the Villas Association. Nothing herein shall obligate or authorize the Villas Association to provide casualty insurance coverage for any Single Family Home or require any Single Family Owner to contribute to the cost of the Villas Casualty Insurance.

5.4(g) Certificate of Villas Casualty Insurance. Upon request of any Villa Owner or any third party with a contract to purchase any Villa and payment of an administrative fee for same as may be set by the Villas Association from time to time, the manager of the Villas Association shall arrange for the insurance company providing the Villas Casualty Insurance for such Villa to issue a certificate of insurance with respect to same listing such Villa Owner or prospective purchaser and any current or proposed mortgagee as additional insureds and confirming the coverages and amounts of the Villas Casualty Insurance applicable to such Villa.

5.4(h) Proceeds of Villas Casualty Insurance. In the event of any casualty to any Villa covered by the Villas Casualty Insurance, any claim against the Villas Casualty Insurance for such Villa shall be filed directly by the Villa Owner and the proceeds of such Villas Casualty Insurance, if payable under the terms of the Villas Casualty Insurance, shall be paid directly to the Villa Owner or their mortgagee as applicable for the restoration and reconstruction of the Villa. The Villas Association shall have no obligation to file any such claim, accept any such proceeds or to restore or reconstruct any such Villa.

5.4(i) Villa Owners Individual Casualty Insurance Requirement.

Notwithstanding any provision of this Declaration to the contrary, in the event the Villas Association elects to discontinue providing the Villas Casualty Insurance as provided in Section 5.4(f) above, each Villa Owner shall obtain and maintain in effect casualty insurance for their Villa at the full replacement cost with customary coverages and deductibles as reasonably determined by the Board of Directors of the Villas Association from time to time (the "Villa Owners Individual Casualty Insurance"). In the event the Villas Association sends written notice of discontinuation of the Villas Casualty Insurance pursuant to Section 5.4(f) above, each Villa Owner shall obtain Villa Owners Individual Casualty Insurance for their Villa and deliver a certificate of insurance confirming same to the Villas Association on or before the expiration or cancellation date of the Villas Casualty Insurance set forth in such notice. Each Villa Owner shall thereafter provide a certificate of such Villa Owners Individual Casualty Insurance to the Villas Association each year upon renewal of same or upon such Villa Owner's purchase of their Villa, or within twenty (20) days from a written request for same by the Villas Association. In the event any Villa Owner fails to obtain or maintain Villa Owners Individual Casualty Insurance at such times, with such coverages and in such amounts as required by this Section 5.4(i), the Villas Association, after twenty (20) days' prior written notice to the Villa Owner, may obtain and maintain Villa Owners Individual Casualty Insurance for such Villa Owner's Villa and recover the cost of same as an assessment against such Villa Owner's Villa and Villa Lot (the "Villa Owners Individual Casualty Insurance Assessment"). A Villa Owners Individual Casualty Insurance Assessment shall be due and payable by the Villa Owner to the Villas Association within twenty (20) days of receipt of demand for same from the Villas Association and the Villas Association shall have the right to file and foreclose a claim of lien against such Villa Owner's Villa and Villa Lot pursuant to this Declaration and Florida law and exercise all other legal and equitable rights and remedies under this Declaration and Florida law for collection of such Villa Owners Individual Casualty Insurance Assessment together with interest thereon at the highest rate allowed by law and the Villas Association's reasonable attorneys' fees and costs incurred before trial and at all trial and appellate levels and in bankruptcy proceedings.

3. **Amendment to Section 1.6 of Declaration.** Section 1.6 of the Villas Neighborhood Declaration is hereby amended and restated to read as follows (strike-throughs to indicate deletions and underlines to indicate additions):

1.6 **Villa Lot.** The term "Villa Lot" as used herein shall mean and refer to as Lots 501 – 503 530 as described on Plat IB of HARRISON RANCH, a subdivision, as recorded in the Public Records of Manatee County, Florida, at Book 49, Page 161, which is intended to be improved with a Villa (as opposed to a detached single-family home or townhome).

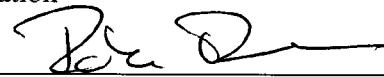
4. **No Further Amendment And Binding Effect.** Except as hereby amended and modified, the Villas Neighborhood Declaration shall remain in full force and effect. This Fourth

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 Villas Neighborhood Declaration.

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

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PULTE HOME CORPORATION, a Michigan corporation

By: 

Name: Rob Barber

Its: Reps - DIR OF C

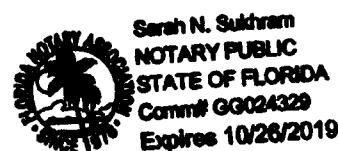
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 8th day of September, 2016, by Robert Barber, as Director of Land of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation, who () is personally known to me or () produced _____ as identification.

Sarah N. Sukhram
Notary Public, State of Florida
Printed Name: Sarah N. Sukhram
Commission No. GG024329
My Commission Expires: 10/26/2019

(NOTARY SEAL)



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO

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

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association (the "Third Amendment") is made and entered into this 6th day of July, 2016 by PULTE HOME CORPORATION, a Michigan corporation (hereinafter "Declarant")

WITNESSETH

WHEREAS, Declarant, pursuant to that 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 (the "Subdivision Declaration") establish certain covenants, conditions and restrictions for the Harrison Ranch Subdivision to be developed in Manatee County, Florida, and

WHEREAS, the Subdivision Declaration provided that the Subdivision would be developed in multiple phases which may contain detached single family homes, townhomes, and/or villas as more particularly set forth in the Subdivision Declaration, and

WHEREAS, the Subdivision Declaration contemplated that certain "Neighborhoods" could be designated within the Subdivision by Supplemental Declaration setting forth covenants, conditions and restrictions for a privately gated area of the Subdivision which is not generally accessible to all Lot Owners (a "Neighborhood"), and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association recorded July 5, 2006 in Official Records Book 2137, Page 1680, Public Records of Manatee County, Florida (the "Villas Neighborhood Declaration"), Declarant establish supplemental covenants, conditions and restrictions for the "Villas Neighborhood" to be developed within certain portions of the Harrison Ranch Community as more particularly set forth in the Villas Neighborhood Declaration, and

WHEREAS, the Villas Neighborhood Declaration was supplemented and amended by (1) that certain Supplemental Declaration No 1 to Declaration of Covenants, Conditions and

Restrictions for the Villas of Harrison Ranch Homeowners Association dated April 5, 2007 and recorded May 31, 2007 in Official Records Book 2207, Page 2589, Public Records of Manatee County, Florida (the "Supplemental Declaration"), (ii) that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated November 23, 2015 and recorded November 25, 2015 in Official Records Book 2596, Page 5022, Public Records of Manatee County, Florida (the "First Amendment") and (iii) that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated November 23, 2015 and recorded November 25, 2015 in Official Records Book 2596, Page 5026, Public Records of Manatee County, Florida (the "Second Amendment"), and

WHEREAS, as hereinafter used in this Third Amendment, the term Villas Neighborhood Declaration shall mean and refer to the Villas Neighborhood Declaration as amended by the Supplemental Declaration, First Amendment and Second Amendment, and

WHEREAS, unless otherwise defined in this Third Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Villas Neighborhood Declaration, and

WHEREAS, Article IV of the Villas Neighborhood Declaration sets forth the terms, conditions and procedures with respect to establishment and allocation of assessments against Lots in the Villas Neighborhood payable to the Villas Association, which are in addition to assessments payable to the Association under the Subdivision Declaration, and

WHEREAS, Section 4 1 of the Villas Neighborhood Declaration provides that, so long as Declarant holds title to any Lot, such Lot shall not be subject to assessment or lien by the Villas Neighborhood Association, and

WHEREAS, Section 4 7 of the Villas Neighborhood Declaration provides that annual assessments provided for in the Villas Neighborhood Declaration shall commence as to each Lot on the date on which such Lot shall have been conveyed by the Declarant, and

WHEREAS, as a result of the foregoing provisions of Section 4 1 and 4 7 of the Villas Neighborhood Declaration, Lots owned by Declarant in the Villas Neighborhood are not subject to assessments by the Villas Neighborhood Association as long as they are owned by Declarant, and

WHEREAS, Section 9 1 of the Villas Neighborhood Declaration provides that Declarant may amend the Villas Neighborhood Declaration at any time prior to turnover of control of the Villas Association to the Class A Members without any consent of the Class A Members, and

WHEREAS, the date of turnover of control of the Villas Association to Class A Members has not yet occurred, and

WHEREAS, Declarant desires to amend the Villas Neighborhood Declaration to remove Declarant's exemption from assessment and to provide that Vacant Lots, as defined below, will

be assessed for Villas Neighborhood Common Expenses at a rate equal to twenty-five percent (25%) of the rate of such assessment for Lots with a completed dwelling

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, state and amend the Villas Neighborhood Declaration as follows

1 Incorporation of Recitals The foregoing recitals are incorporated herein and made a part of this Third Amendment as if fully set forth therein

2 Amendments to Section 4 1 of Declaration Section 4 1 of the Declaration is hereby amended as follows

(a) The first sentence of Section 4 01 of the Declaration, which reads as follows

In addition to assessments levied against the Lot Owners within the Subdivision, each Owner, except the Declarant, by acceptance of title to a Lot, 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 Villas Association (1) annual assessments or charges as hereinafter specified, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided

is hereby amended to read as follows

Except as provided below, in addition to assessments levied against the Lot Owners within the Subdivision, each Owner, by acceptance of title to a Lot, 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 Villas Association (1) annual assessments or charges as hereinafter specified, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided

(b) The three sentences of Section 4 1 of the Declaration that read as follows

So long as Declarant holds title to any Lot, such Lot shall not be subject to assessment or lien by the Villas Association. Annual assessments shall be fixed at a uniform rate for all participating Villa Lots and at a uniform rate for all participating Single Family Lots. The Assessments for Villas Neighborhood Common Expenses shall be uniform for all Lots

are deleted in their entirety and hereby replaced with the following provisions

Except as provided below, annual assessments shall be fixed at a uniform rate for all participating Villas Lots and at a uniform rate for all

participating Single Family Lots, notwithstanding the foregoing, as Vacant Lots (as defined hereinbelow) are not improved and may not receive certain services, Declarant and any record title owner of a Vacant Lot shall not be assessed uniformly for Villas Neighborhood Common Expenses with Lots containing completed dwellings Accordingly, any Lot that does not have a dwelling constructed thereon as evidenced by a certificate of occupancy or similar approval evidencing that such dwelling may be occupied as a single family residence (a "Vacant Lot") shall be assessed (including annual assessments, special assessments and emergency assessments as provided below) at twenty-five percent (25%) of the assessment for Villas Neighborhood Common Expenses assessed to Lots with dwellings constructed thereon and owned by Owners

3 Amendments to Section 4 7 Section 4 7 of the Declaration is hereby Amended as follows

The first sentence of Section 4 7, which reads as follows

The annual assessments provided for herein shall commence as to each Lot on the date on which such Lot shall have been conveyed by the Declarant

is hereby amended to read as follows

The annual assessments at the rate applicable to Lots other than Vacant Lots as provided for herein shall commence as to each Lot on the date on which such Lot shall have a completed dwelling constructed thereon as provided in Section 4 1 above Annual assessments at the rate applicable to Vacant Lots as specified in Section 4 1 above shall commence upon the platting of such Vacant Lots or recordation of this Amendment, whichever last occurs

4 No Further Amendment And Binding Effect Except as hereby amended and modified, the Villas Neighborhood Declaration shall remain in full force and effect This Third 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 Villas Neighborhood Declaration

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

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PULTE HOME CORPORATION, a Michigan corporation

By CH Ball

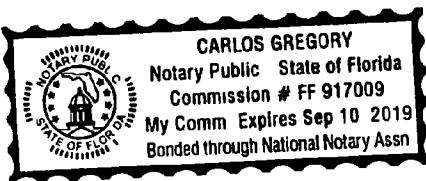
Name Clint Ball

Its Vice President

STATE OF FLORIDA

COUNTY OF BRAN

The foregoing instrument was acknowledged before me this 4th day of July, 2016, by CLINT BALL, as VICE PRESIDENT of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation who is personally known to me or produced _____ as identification



Carlos Gregory
Notary Public
Printed Name Carlos Gregory
Commission No _____
My Commission Expires _____

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION**

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association (the "Second Amendment") is made and entered into this 23rd day of May 18, 2015 by PULTE HOME CORPORATION, a Michigan corporation (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant, pursuant to that 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 (the "Subdivision Declaration") establish certain covenants, conditions and restrictions for the Harrison Ranch Subdivision to be developed in Manatee County, Florida; and

WHEREAS, the Subdivision Declaration provided that the Subdivision would be developed in multiple phases which may contain detached single family homes, townhomes, and/or villas as more particularly set forth in the Subdivision Declaration; and

WHEREAS, the Subdivision Declaration contemplated that certain "Neighborhoods" could be designated within the Subdivision by Supplemental Declaration setting forth covenants, conditions and restrictions for a privately gated area of the Subdivision which is not generally accessible to all Lot Owners (a "Neighborhood"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association recorded July 5, 2006 in Official Records Book 2137, Page 1680 (the "Villas Neighborhood Declaration"), Declarant establish supplemental covenants, conditions and restrictions for the "Villas Neighborhood" to be developed within certain portions of the Harrison Ranch Community as more particularly set forth in the Villas Neighborhood Declaration; and

WHEREAS, the Villas Neighborhood Declaration was amended (i) by a certain Supplemental Declaration No. 1 to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated April 5, 2007 and recorded May 31, 2007 in Official Records Book 2207, Page 2589, Public Records of Manatee County, Florida (the "Supplemental Declaration") and (ii) that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated May 18, 2015 and recorded contemporaneously with this Second Amendment (the "First Amendment"); and

WHEREAS, as hereinafter used in this Second Amendment, the term Villas Neighborhood Declaration shall mean and refer to the Villas Neighborhood Declaration as amended by the Supplemental Declaration and First Amendment; and

WHEREAS, unless otherwise defined in this Second Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Villas Neighborhood Declaration; and

WHEREAS, the Villas Neighborhood, which is subject to the Villas Neighborhood Declaration, is comprised of the following Villa Lots and Common Areas:

- (i) Lots 501-530 (the "Southern Lots") and Tracts A-C, RB and ROW (48th Court East and 105th Avenue East), HARRISON RANCH PHASE IB, according to the Plat thereof as recorded in Plat Book 49, Page 161, Public Records of Manatee County, Florida (together the "Southern Neighborhood"); and
- (ii) Lots 1032 – 1113 (the "Northern Lots") and Tracts H and ROW (111th Terrace East, 48th Street East and 107th Avenue Circle East), HARRISON RANCH PHASE IIA, according to the Plat thereof, as recorded in Plat Book 51, Page 80, Public Records of Manatee County, Florida (together the "Northern Neighborhood"); and

WHEREAS, the Villas Neighborhood Declaration contemplates that all lots within the Villas Neighborhood will be improved with Villas and not detached single family residences; and

WHEREAS, the Southern Lots in the Southern Neighborhood have been improved with Villas, but the Northern Lots in the Northern Neighborhood have not been improved; and

WHEREAS, Section 8.4 of the Subdivision Declaration provides that, so long as Declarant owns any property subject to the Subdivision Declaration, 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

WHEREAS, Declarant desires to replat the Northern Lots and construct detached single family homes on same; and

WHEREAS, the Southern Neighborhood and Northern Neighborhood are separated by Harrison Ranch Boulevard and have separate gated entrances; and

WHEREAS, the replatting of the Northern Lots and construction of detached single family homes on the Northern Lots will not diminish or impair the architectural cohesiveness or attractiveness of the Villas constructed on the Southern Lots; and

WHEREAS, Section 9.1 of the Villas Neighborhood Declaration provides that Declarant may amend the Villas Neighborhood Declaration at any time prior to turnover of control of the Villas Association to the Class A Members without any consent of the Class A Members; and

WHEREAS, the date of turnover of control of the Villas Association to Class A Members has not yet occurred; and

WHEREAS, Declarant desires to amend the Villas Neighborhood Declaration to provide for replatting of the Northern Lots and construction of detached single family residences on the Northern Lots and to provide that certain items of maintenance conducted by the Villas Association under the Villas Neighborhood Declaration shall only be provided with respect to Villas and Exclusive Common Areas located on the Southern Lots and shall be a separate common expense charged only against the Southern Lots; and

WHEREAS, Declarant wishes to further modify the Declaration to modify certain use restrictions and provisions with respect to the Northern Lots, all as more particularly set forth hereinbelow:

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, state and amend the Villas Neighborhood Declaration as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Second Amendment as if fully set forth therein.

2. Additional Definitions. The following additional definitions are hereby added to the Villas Declaration:

Owners. The term "Owner" or "Owners" as used herein shall mean and refer to the Villa Owners and the Single Family Owners as applicable.

Single Family Lot. The term "Single Family Lot" as used herein shall mean and refer to the Northern Lots, as defined in this Second Amendment, as same may be replatted pursuant to the Subdivision Declaration, which are intended to be improved with detached single family homes.

Single Family Home. The term "Single Family Home" as used herein shall mean and refer to any detached single family residence constructed on any Single Family Lot.

Single Family Owner. The term "Single Family Owner" as used herein shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Single Family Lot within the Villas Neighborhood.

Villa Lot Common Expenses. The term "Villa Lot Common Expense" as used herein shall mean and refer to the actual and estimated expenses incurred by the Villas Association for the maintenance, repair and operation of the Exclusive Use Common Area and the Villas (to the extent required by this Villas Neighborhood Declaration), including all reasonable reserves as may be found necessary for purposes of maintaining such areas and all administrative, operation and management expenses incurred by the Villas Association in connection with same. The Villa Lot Common Expense shall be a common expense of and a separate assessment against the Villa Lots and Villa Owners.

3. Revised Definitions. The following definitions in the Villas Declaration are hereby amended and restated to read as follows (strike-throughs to indicate deletions and underlines to indicate additions):

1.2. Limited Use Common Areas. The term "Limited Use Common Area" as used herein shall mean and refer to those Common Areas within the Villas Neighborhood as depicted on the Plat for the Villas of Harrison Ranch, which areas are intended solely for the beneficial use and enjoyment of all ~~Villa~~ Owners within the Villas Neighborhood. Such area shall not include any properties owned by a CDD once such is established for the Subdivision or the Villas Neighborhood. A list of holdings of the Villas Association is attached hereto as Exhibit C and made a part hereof.

1.5. Villas Neighborhood Common Expenses. The term "Villas Neighborhood Common Expenses" as used herein shall mean the actual and estimated expenses incurred by the Villas Association for the maintenance, repair, and operation of the Limited Use Common Area, ~~Exclusive Use Common Area, and the Villas (to the extent required in this Declaration),~~ including all reasonable reserves as may be found necessary for purposes of maintaining such areas and all administrative, operation and management expenses incurred in the operation of such Association. ~~An estimated ten (10) year budget for the Villas Association is attached hereto as Exhibit D and made a part hereof.~~

1.6. Villa Lot. The term "Villa Lot" as used herein shall mean and refer to ~~an individual lots Lots 501 - 503 as described on Plat 1B of Harrison Ranch 1B of HARRISON RANCH,~~ a subdivision, as recorded in the Public Records of Manatee County, Florida, at Book 49, Page 161, which is intended to be improved with a Villa (as opposed to a detached single-family home or townhome).

1.8 Villa Owner. The term "Villa Owner", as used herein shall mean and refer to the record owner, whether one or more person or entities of fee simple title to any Villa Lot within the Villas Neighborhood.

4. Replatting and Construction of Single Family Homes on Single Family Lots. Pursuant to Section 8.4 of the Subdivision Declaration, Declarant has the right to replat the Single Family Lots. Notwithstanding any provision of the Villas Declaration to the contrary, Declarant may replat any or all of the Single Family Lots it owns as determined by Declarant in its sole discretion in order to construct Single Family Homes on same without the joinder or consent of any Owner or the Villas Association.

5. Modifications to Villas Declaration Provisions to Accommodate Single Family Homes. The following provisions of the Villas Declaration are hereby modified as set forth below to reflect the construction and occupancy of the Single Family Homes on the Single Family Lots (strike-throughs to indicate deletions and underlines to indicate additions).

2.1. No Swimming Pools. No swimming pools shall be permitted on any Villa Lot, temporarily or permanently. Swimming pools may be permitted on Single Family Lots subject to compliance with Section 2.22 of the Subdivision Declaration.

2.2. No Fences. No fences shall be permitted on any Villa Lot, temporarily or permanently. Fences may be installed upon Single Family Lots upon compliance with Section 2.13 of the Subdivision Declaration.

2.3. Leasing. Villa Lots and Single Family Lots may not be leased for a period of less than seven (7) months, and no Villa Lot or Single Family Lot may be leased more than two (2) times per year. Upon leasing any Villa Lot or Single Family Lot, the Villa Owner must provide the Villas Association with a copy of the lease, the tenant's name, mailing address, and telephone number. No more than thirty percent (30%) percent of the total Villa Lots owned by the Class A members may be leased at any one time. No more than thirty percent (30%) of the total Single Family Lots owned by the Class A members may be leased at any one time. The Villas Association shall maintain a list of currently leased Villas and Single Family Lots and a waiting list for Villa Owners seeking to lease their Villas Lots or Single Family Lots.

2.4. Landscaping and Irrigation. Landscaping and irrigation for each Villa Lot, those areas constituting the Exclusive Use Common Area appurtenant to such Villa Lot, and Limited Use Common Area within the Villas Neighborhood shall be installed and maintained by Declarant or the Villas Association. The costs attendant with such installation and maintenance for Villa Lots and Exclusive Use Common Areas shall be an item of Villas Lot Common Expenses. The costs attendant with such installation and maintenance for Limited Use Common Areas shall be a Villas Neighborhood Common Expense. Other than paying assessments, Villa Owners shall not be responsible for installation or maintenance ~~or~~ of landscaping or irrigation within the Villas Neighborhood. No Villa Owner shall install, repair, maintain, or replace landscaping or irrigation within the Villas Neighborhood, including irrigation or landscaping on his Villa Lot. Notwithstanding the foregoing, a Villa Owner may install potted plants within the Exclusive Use Common Area adjacent to his Villa Lot so long as such plants do not interfere with the Villas Association's maintenance and repair of such areas. Any potted plants installed by Villa Owners shall be installed and maintained at the Villa Owner's sole expense. Landscaping and irrigation on Single Family Lots shall be maintained by the Owner thereof in accordance with the requirements of the Subdivision Declaration, including, without limitation Section 2.26 of the Subdivision Declaration.

2.5. Trees. Villa Owners shall not install, maintain, repair, or replace any trees within the Villas Neighborhood, including on any Villa Lot, without prior written approval of the Villas Association. Trees on Villa Lots shall be maintained, repaired and replaced by the Villas Association in accordance with the requirements of Section 2.27 of the Subdivision Declaration as a Villa Lot Common Expense. Trees on Single Family Lots shall be maintained, repaired and replaced by the Owner thereof in accordance with the requirements of Section 2.27 of the Subdivision Declaration.

2.6. 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. No such devise shall extend more than two feet (2') above a

residence. Villa 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 or attached in any way to the roof of any Villa or Single Family Home.

2.7. Parking. The garages for each Villa and Single Family home are intended primarily for the storage of vehicles. Vehicles may only be parked in garages, driveways or such areas designated for guest parking by the Declarant or Villas Association. Vehicles shall not be parked on streets, access roads, landscaped areas, paths, or sidewalks within the Villas Neighborhood. No vehicle covers are permitted within the Villas Neighborhood. The Villas Association shall have the right to tow improperly or illegally parked vehicles from private streets, paths, rights of way and other Limited Use and Exclusive Use Common Areas at the vehicle owner's expense.

2.9. Common Area Maintenance By Association. The Villas Association shall, in its sole discretion, install, maintain, repair, and replace any and all improvements within the Limited Use Common Area ~~and including, without limitation, maintenance and repair of all amenities of the Villas Association, including any community pools, parks, security gates, and other amenities, as an item of Villas Neighborhood Common Expense.~~ In addition, the Villas Association shall, in its sole discretion, install, maintain, repair and replace any and all improvements within the Exclusive Use Common Area. Such as an item of Villa Lots Common Expense. Such Villa Lots Common Expense maintenance shall include, without limitation:

- (a) Electrical wiring up to the utility meter for each Villa;
- (b) Water pipes, up to the water meter for each Villa;
- (c) Cable television lines up to the cable box on the exterior of each Villa;
- (d) Sewer lines, up to the point where they reach the exterior of each Villa;
- (e) Landscaping, lighting, and irrigation, unless otherwise provided herein;
- (f) ~~Maintenance and repair of all amenities of the Association, including any community pools, parks, security gates, and other amenities;~~
- (g) Annual renewal of the Sentricon Termite System (or other similar termite prevention system) originally installed by Declarant ~~on the Villa Lots~~ within the Villas Neighborhood.;
- (g) Villa maintenance conducted by the Villas Association pursuant to Section 2.10 hereof.

Notwithstanding the foregoing, the Association shall not be responsible for maintenance and/or repair of driveways, walkways, or pedestrian paths within any Exclusive Use Common Area.

2.12. Villa Lot Maintenance By Owner. ~~The~~ Except for maintenance conducted by the Villas Association on Exclusive Use Common Areas and Villas on Villa Lots pursuant to Sections 2.09 and 2.10 hereof, the Owner of each Villa-Lot shall keep such Lot, all improvements thereon, all driveways, walkways, paths, 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. Unless stated otherwise herein, Villa Owners shall be solely responsible for the repair, maintenance, and upkeep of their respective Villa Lots, the driveways, walkways, and paths within the Exclusive Use Common Area appurtenant to their respective Lots, and entry and garage doors attached to their Villas.

2.13. Responsibility of the Villa Owner. The Villa Owner at his sole expense shall maintain and keep in repair the interior of the Villa, including the fixtures and utilities located in the Villas to the extent current repair shall be necessary in order to avoid damaging other Villas, the Exclusive Use Common Area, or the Limited Use Common Area, and/or such maintenance or repair is necessary to prevent or abate a nuisance. A Villa Owner shall not be responsible for repair occasioned by casualty occurring with the Exclusive Use Common Area or the Limited Use Common Area, unless such casualty is due to the act or negligence of the Villa Owner, or his guests, invitees, or tenants. A Villa Owner is responsible for all repairs resulting from a casualty occurring within, or affecting the inside of, his Villa. No Villa Owner shall alter any Exclusive Use Common Area or the Limited Use Common Area without the prior written consent of the Association.

2.14. Failure to Maintain. In the event a ~~Villa~~an Owner fails to comply with the maintenance requirements specified herein, the Villas Association may send written notice of violation to the record address of the ~~Villa~~ Owners for the subject Lot. If 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 Villas 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 its 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 ~~Villa~~ Owner to the Villas Association upon demand. To the extent not paid by the ~~Villas~~ Owner, and subject to § 720.305, Florida Statutes, the Villas Association shall have the right to record a lien against the ~~Villas~~ Owner's 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.

2.15. No Construction of Improvements. Unless otherwise provided herein or unless authorized by prior written consent of the Villas Association, no Villa Owner, occupant, or their respective agents, contractors, or employees shall commence or perform any construction, repair, maintenance, or replacement of any improvements within the Exclusive Use Common Area. If a Villa Owner becomes aware of any deficiency, defect, or other problem with any improvement

within the Exclusive Use Common Area or any Owner becomes aware of any deficiency, defect, or other problem with any improvement within the Limited Use Common Area, such Villa Owner or Owner shall promptly notify the Villas Association of such deficiency. The decision whether or not to repair, maintain, replace, or otherwise address such deficiency shall be in the sole discretion of the Villas Association Board.

2.16. Compliance with Documents. Each Villa-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 and the Subdivision Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Villa-Owner responsible for, or connected in any manner with, such individual's presence within the Villas Neighborhood. Such Owner shall be liable to the Villas 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 Villa-Owner as a specific assessment as provided herein. Failure of a Villaan 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 Villa-Owner or such other person.

2.18. Rights of Declarant. Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws for the Villas Neighborhood, Declarant reserves the unrestricted right to use any portion of the Villas Neighborhood 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 Villas Neighborhood and all Lots therein. Neither the Villas Association nor any Villa-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 Villas Neighborhood.

2.19. Other Restrictions Established by the Association. The Villas Association shall have the authority from time to time to adopt other rules, regulations and restrictions governing the use of and activities on the Villa-Lots, the Limited Use Common Area, and the Exclusive Use Common Area. Once the Villas Association promulgates such restrictions, the same shall become binding and shall be given the same force and effect as the restrictions set forth herein until amended or rescinded.

3.2. Membership. In addition to membership in the Subdivision Association, every Villa-Owner shall be a Member of the Villas Association. Membership shall be appurtenant to and may not be separated from Ownership of any Villa-Lot.

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

- (a) Class A. Class A Members shall be all Villa-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 Villa-Lot owned. When more than one person holds an interest in any Villa-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 convert to Class A Membership on the happening of any of the following events, whichever occurs first:
- (1) Ninety (90) days after ninety (90%) percent of the Villas Lots have been conveyed to Lot purchasers; or
 - (2) Nine (9) years following conveyance of the first Villas Lot; or
 - (3) Decision of the Declarant to convert to Class A Membership.

3.5. Owners' Easement of Enjoyment to Common Areas. Every Owner of a Villas-Lot shall have a right and easement of enjoyment in all of the Limited Use Common Area, and ~~such~~each Villa Owner shall have a right and easement of enjoyment in all portions of the Exclusive Use Common Area appurtenant to such Villa Owner's Villa Lot, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Villas Association to suspend the voting rights and right to use of the Limited Use 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 Limited Use Common Area rights impair the right of a Villas Owner or tenant to have vehicular and pedestrian ingress and egress to his Lot, including, but not limited to, the right to park.
- (b) The right of the Villas Association to mortgage or convey the Limited Use Common Area or Exclusive Use Common Area to any homeowners association, public agency, authority or utility subject to such conditions as may be agreed to by the Villas Owners. After turnover of control to the Villas Association by Declarant, no mortgage or conveyance shall be effective without the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Villas Owners holding not less than two-thirds (2/3) of the total votes of the Class A Membership of the Villas Association. If ingress or egress to any Lot is through the Limited Use Common Area or Exclusive Use Common Area, any conveyance or encumbrance of such Area is subject to Villas such 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 and Exclusive Use Common Area.

3.6. Easements of Ingress and Egress. Each Villa-Owner shall have a non-exclusive easement for ingress and egress over the Limited Use Common Area within the Villas Neighborhood and each Villa Owner shall have a non-exclusive easement for ingress and egress over the Exclusive Use Common Area appurtenant to such Villa Owner's respective Lot, including platted rights of way, as necessary to access his Villa or Single Family Home from a public road. Such rights extend to and include any members of the Owner's family, his tenants, and invitees, as applicable, subject to reasonable regulation by the Villas Association. Each Villa Owner's easement of use, access and enjoyment in and to the Limited Use Common Area is subject to the rights of other Villa Owners to the exclusive use of designated Exclusive Use Common Area appurtenant to their respective Villas Lots.

3.11.11. Proviso. Nothing contained herein shall limit any easement rights otherwise reserved to Declarant or granted to any other person, including the Association, under the Subdivision Declaration as applied to the Villas or Single Family Lots or Homes.

3.14. Surface Water/Stormwater Management and Drainage Easement. An easement is hereby created over the Lots, Limited Use Common Area and Exclusive Use Common Area in favor of the Declarant, the Subdivision Association, the Villas 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 Villas Neighborhood and the Subdivision; provided, however, that such easement shall be subject to improvements constructed within the Villas Neighborhood and the Subdivision as permitted by controlling governmental authority from time to time.

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

4.1. Creation of the Lien and Personal Obligations for Assessments. In addition to assessments levied against the Lot Owners within the Subdivision, each Villa-Owner, except the Declarant, by acceptance of title to a Villa-Lot, 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 Villas Association: (1) annual assessments or charges as hereinafter specified; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The 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 Villa-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 Villa-Lot, such Lot shall not be

subject to assessment or lien by the Villas Association. Annual assessments shall be fixed at a uniform rate for all participating Villa Lots, and at a uniform rate for all participating Single Family Lots. The Assessments for Villas Neighborhood Common Expenses shall be uniform for all Lots. In addition, Villa Lots shall be assessed for Villa Lot Common Expenses for maintenance of Exclusive Use Common Areas and Villas by the Villas Association as provided in this Villas Declaration.

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

4.3. Guaranteed Level of Assessment. Notwithstanding anything to the contrary contained herein, Declarant shall guarantee the level of annual assessments for one year commencing upon the sale of the first Villa Lot to an Owner. During said year, the annual assessments for each Villa Lot (exclusive of assessments applied to all Lots generally within the Subdivision) shall not exceed \$200 per annum, exclusive of interest and costs resulting from a default of the provisions hereof, including late payment. Prior to the turnover of control by the Declarant to the Villas Association, Declarant shall pay any amount of Villas Lot Common Expenses and Villas Neighborhood Common Expenses incurred during said period and not produced by all assessments at the guaranteed level receivable from other Villa Owners. Nothing in this Article 4 shall affect or modify the obligation of Villa Owners to pay assessments as specified in the Subdivision Declaration or other Governing Documents of the Subdivision Association.

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 (i) the Limited Use Common Area, which shall be assessed against all Lots, and (ii) Exclusive Use Common Area; and those portions of the Villas which the Villas Association is obligated to maintain, which shall be assessed against Villa Lots only.

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 applicable solely to the Villas Neighborhood shall be sent by the Villas Association to all Villa Owners not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. The presence of Members within the Villas Neighborhood, or of proxies, entitled to cast thirty percent (30%) of all votes of such 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 for the Villas Neighborhood may only be approved by a majority

vote of the Board of Directors of the Villas Association and a majority vote of all Members owning Lots present at the meeting and entitled to vote. Special Assessments for Villas Lots may only be approved by a majority vote of the Board of Directors of the Villas Association and a majority vote of all Members owning Villa Lots present at the meeting and entitled to vote.

4.6. Emergency Assessments. The Association may also levy an emergency assessment at any time by a majority vote of the Villas Board, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Limited Use Common Areas, the Exclusive Use Common Area or Villas-Members, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increase in the amounts budgeted. Any emergency assessment shall be due and payable at the time and in the manner specified by the Villas Board and shall be enforceable under the provisions of Paragraph 4.1 above.

4.7. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to each Villa-Lot on the date on which such Lot shall have been conveyed by the Declarant. The Villas Board shall fix the amount of the annual assessment against each Villa-Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Villas-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 Villas Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association setting forth whether the assessment on a specified Villas-Lot has been paid.

4.8. Initial Contribution Upon Sale or Resale. Nothing contained in this Article IV shall prohibit or limit the right and power of the Villas Association to require Owners within the Villas Neighborhood, upon purchase of a Lot within such Villas Neighborhood, to pay to the Villas 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 Villas Association. The Villas 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 Villas Neighborhood, or pre-paid expenses of the Villas Association attributable to such Lot.

4.9. 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 Villas Association may bring an action at law against the Villa-Owner personally obligated to pay the same, or lien and foreclose the lien against the Villa-Lot. No Villa-Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Limited Use Common Area or Exclusive Use Common Area, or by abandonment of his Villa-Lot. The lien provided in this paragraph shall be in favor of the Villas Association and shall be for the benefit of all other Villa Owners. The Villas Association, acting on behalf of the Villa-Owners, shall have the power to

bid at a foreclosure sale to acquire and hold, lease, mortgage and convey the same. Each Villa Owner hereby expressly grants to the Villas Association a power of sale in connection with such lien.

4.10. 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 Villa-Lot shall not affect the assessment lien as that term is defined in the Subdivision Declaration.

5.3. Exercise by Directors: Villas Committee. The powers granted the Villas Association may be exercised by the Villas Board, acting through its officers, without the consent of any Villa-Owner, except where the approval of a ~~Villaan~~ Owner or Owners is specifically required in this Declaration, the Subdivision Declaration, or the Bylaws or Articles of the Villas Association. The Villas Board may create committees to perform functions of the Board to the extent authorized by law. Notwithstanding the foregoing, the Board shall designate a Villas Neighborhood Committee to provide recommendations to the Board of the Harrison Ranch Subdivision concerning the maintenance and operation of the Villas and any other matters particularly affecting the Villas Neighborhood or its Members.

5.4.(c) Casualty Insurance. Casualty insurance for all improvements to the Limited Use Common Area and Exclusive Use Common Area owned by the Villas Association to cover the full replacement cost thereof, which coverage may include extended coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed desirable by the Villas Association. The cost of casualty insurance for improvements to the Limited Use Common Area shall be a Villas Neighborhood Common Expense. The cost of casualty insurance for improvements to the Exclusive Use Common Area shall be a Villa Lot Common Expense.

5.6. Villa-Owners' Insurance. The insurance requirements set forth in this Article shall not reduce or restrict the right and obligation of any Villa-Owner to obtain liability, casualty, umbrella, peril or other insurance relating to such Owner's ownership, use, or occupation of his Villa-~~or Villa~~ Single Family Home or Lot. The expense for any insurance obtained by a ~~Villaan~~ Owner shall be the sole responsibility of such Owner; provided, however, that no insurance obtained by a ~~Villaan~~ Owner shall operate to decrease the amount which the Villas Neighborhood or the Subdivision Association may realize under any policy or cause the diminution or termination of such insurance coverage. Any insurance obtained by a ~~Villaan~~ Owner shall provide for a waiver of the insurer's right of subrogation against the Subdivision Association, the Villas Association, and any other Villa-Owners.

5.7. Condemnation. The Villas Association shall represent the Villa-Owners in any condemnation proceedings or in negotiation, settlements and agreements with the condemning authority for acquisition of the Limited Use Common Areas or the Exclusive Use Common Areas, or any part thereof. Each Villa-Owner hereby appoints the Villas Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Limited Use Common Area or the Exclusive Use Common Area by a condemning authority, the award of proceeds or settlement shall be payable to the Villas Association for the use and benefit of the Villas Owners and their mortgagees as their interests may appear. Such proceeds, if not utilized

by the Villas Association for the purpose of restoring or replacing the Limited Use Common Area or Exclusive Use Common Area which have been taken, shall be disbursed in equal shares to the Villa-Owners and their mortgagees, as their interests may appear.

7.3. Repair and Reconstruction. As soon as practicable after the damage occurs and any required estimates have been obtained, the Villas Association shall diligently pursue to completion the repair and reconstruction of that part of the property damaged or destroyed. As attorney-in-fact for the Villa-Owners, the Villas Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Villa Owner shall be necessary. Assessments of the Villas Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

7.4. Funds for Repair and Reconstruction. Subject to the provisions of Section 7.6 below, the proceeds received by the Villas Association from any hazard insurance carried by such Association shall be used for the purpose of repair and reconstruction. If the proceeds of the Villas Association's insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Villas Association may levy, assess, and collect in advance from the Villas-Owners a special assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. The cost of repair and reconstruction in excess of insurance proceeds and reserves is a Villas Neighborhood Common Expense for Limited Use Common Areas and a Villa Lot Common Expense for Exclusive Use Common Areas.

7.5. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Villas Association and the amounts received from the special assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. Such fund shall be applied by the Villas Association as attorney-in-fact for such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Villas Association shall have full authority, right, and power, as attorney-in-fact to cause the repair and restoration of the improvements. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the special assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Villa-Owners in proportion to the contributions each Owner made as special assessments, or if no special assessments were made, then in proportionate shares on the basis of the allocation to the Villa-Owners of Villas Neighborhood Common Expenses or Villa Lot Common Expenses, as appropriate, first to the Mortgagees and then to the Owners, as their interests appear.

7.6. Decision Not to Rebuild. Any portion of the Villas Neighborhood for which insurance is required pursuant to the provisions of this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Villas Association unless:

- (a) The Villas Association is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

- (c) Owners representing at least 80% of votes in the Villas Association vote that the affected portions of the Villas will not be rebuilt;
- (d) Prior to the conveyance of a Villa-Lot to a person other than the Declarant, the holder of a mortgage on the damaged portion of the Villas rightfully demands all or a substantial part of the insurance proceeds.

If the entire Villas Neighborhood is not repaired or replaced, the insurance proceeds attributable to the damaged Exclusive Use Common Area and Limited Use Common Area must be used to restore the damaged area to a condition compatible with the remainder of the project.

7.7. Repairs. All repairs and reconstruction contemplated by this Article VII shall be performed substantially in accordance with this Declaration, the plat, and the original plans and specifications for the Villas and Single Family Homes, unless other action is approved by the Villas Association in accordance with the requirements of this Declaration.

7.8. Destruction of Improvements on Villa-Lots. In the event any improvement on a Villa-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 of such Lot shall reconstruct the improvement. 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. Reconstruction pursuant to this Paragraph shall be the sole responsibility and expense of the affected Villa-Owner. For purposes of ensuring compliance with this Paragraph each Villa-Owner shall maintain adequate insurance covering the replacement cost of the improvements constructed on his Lot in the event of any casualty, hazard or other loss or act of God affecting such Lot. Each Villa-Owner must provide proof of such insurance to the Association prior to acquiring any Villa-Lot and provide proof of insurance on an annual basis thereafter demonstrating continuing insurance coverage.

7.9. Notice of Damage or Destruction to First Mortgagees. If any portion of the Villas development encompassing more than one Villa-Lot is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Villas Association to each Owner and first mortgagee of the affected Lots within a reasonable time following the event of casualty damage.

8.2. Architectural Standards. The Architectural Review Committee may recommend and the Villas Board 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 Villas Neighborhood (hereinafter "Villas Neighborhood Design Code"). Each Villa-Owner, by acceptance of title to a Lot, covenants to comply with the Villas Neighborhood Design Code as such Design Code exists on the date of the purchase of such Lot. Subsequent amendments to the Villas Neighborhood Design Code may be made by decision of the Villas Board and upon adoption by the Villas Board shall thereafter be binding on all Villa-Owners acquiring Ownership of a Lot subsequent to the date of such amendment.

8.3. 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 Villa or Single Family Home) shall be undertaken on any Villas Lot or theany Exclusive Use Common Area appurtenant thereto unless such shall has been approved in writing by the Architectural Review Committee in accordance with this Article. The Architectural Review Committee shall be a standing committee of the Villas Association and such Committee shall be formed pursuant to the Villas Bylaws.

8.6. 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 Villas Owner through his contractor or subcontractor to post payment and/or performance bonds with the Villas 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 Villas 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.

9.2. Enforcement. The Declarant, Villas Association, or any Villa 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 Declarant, Association or any Villa 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 Villas 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 Villas 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 Villas Association until such time as the Declarant or any successor Declarant is divested of its interest in any portion of the Villas Neighborhood, or has terminated its interest in any portion thereof, or the Declarant has assigned its rights, duties, and obligations hereunder to the Villas Association. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Villas Association in accordance with the procedures set forth herein and in the Articles and Bylaws for the Villas Association.

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 Villa-Lots, the Limited Use Common Area, and the Exclusive Use Common Area, 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 Villa-Lot to any prospective purchaser of such Lot prior to close of escrow.

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 sixty-seven percent (67%) of the holders of the first mortgages against Villa-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 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.

9.4. 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 Lots, the Limited Use Common Area, and the Exclusive Use Common Area, 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.

9.6. 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 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 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.

6. No Further Amendment And Binding Effect. Except as hereby amended and modified, the Villas Neighborhood Declaration shall remain in full force and effect. This Second 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 Villas Neighborhood Declaration.

IN WITNESS WHEREOF, Declarant has caused this Second 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: _____

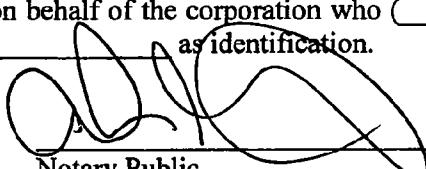
Name: DANIEL FITZPATRICK

Its: VP of FINANCE

STATE OF FLORIDA

COUNTY OF ORANGE

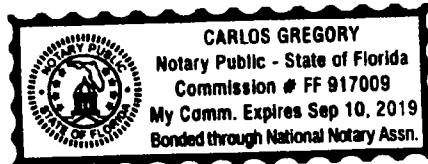
The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by DANIEL FITZPATRICK as VP of FINANCE of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation who is personally known to me or produced _____ as identification.


Notary Public

Printed Name: CARLOS GREGORY

Commission No. FF 917009

My Commission Expires: 9/10/19



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

This First Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association (the "First Amendment") is made and entered into this 23rd day of November, 2015 by PULTE HOME CORPORATION, a Michigan corporation (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant, pursuant to that 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 (the "Subdivision Declaration") establish certain covenants, conditions and restrictions for the Harrison Ranch Subdivision to be developed in Manatee County, Florida; and

WHEREAS, the Subdivision Declaration provided that the Subdivision would be developed in multiple phases which may contain detached single family homes, townhomes, and/or villas as more particularly set forth in the Subdivision Declaration; and

WHEREAS, the Subdivision Declaration contemplated that certain "Neighborhoods" could be designated within the Subdivision by Supplemental Declaration setting forth covenants, conditions and restrictions for a privately gated area of the Subdivision which is not generally accessible to all Lot Owners (a "Neighborhood"); and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association recorded July 5, 2006 in Official Records Book 2137, Page 1680 (the "Villas Neighborhood Declaration"), Declarant establish supplemental covenants, conditions and restrictions for the "Villas Neighborhood" to be developed within certain portions of the Harrison Ranch Subdivision as more particularly set forth in the Villas Neighborhood Declaration; and

WHEREAS, Recital B of the Villas Neighborhood Declaration incorporated by reference the terms, conditions and covenants of the Subdivision Declaration as applying to all property subject to the Villas Neighborhood Declaration; and

WHEREAS, due to inadvertent scrivener's error in connection with the recordation of the Villas Neighborhood Declaration, the recording information for the Villas Neighborhood Declaration rather than the Subdivision Declaration was inserted in Recital B of the Villas Neighborhood Declaration; and

WHEREAS, Section 9.1 of the Villas Neighborhood Declaration provides that Declarant may amend the Villas Neighborhood Declaration at any time prior to turnover of control of the Villas Association to the Class A Members without any consent of the Class A Members; and

WHEREAS, the date of turnover of control of the Villas Association to Class A Members has not yet occurred; and

WHEREAS, the Villas Neighborhood Declaration was amended by a certain Supplemental Declaration No. 1 to Declaration of Covenants, Conditions and Restrictions for the Villas of Harrison Ranch Homeowners Association dated April 5, 2007 and recorded May 31, 2007 in Official Records Book 2207, Page 2589, Public Records of Manatee County, Florida (the "Supplemental Villas Neighborhood Declaration"); and

WHEREAS, as hereinafter used in this First Amendment, the term Villas Neighborhood Declaration shall mean and refer to the Villas Neighborhood Declaration as amended by the Supplemental Villas Neighborhood Declaration; and

WHEREAS, Declarant desires to amend Recital B of the Villas Neighborhood Declaration to correctly reference the recording information for the Subdivision Declaration.

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, state and amend the Villas Neighborhood Declaration as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this First Amendment as if fully set forth therein.

2. Amendment of Recital B. Recital B of the Villas Neighborhood Declaration is hereby deleted and replaced in its entirety with the following Amended and Restated Recital B:

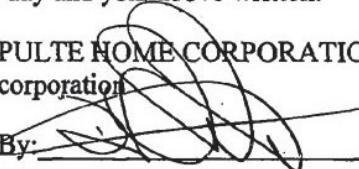
B. Declarant intends to develop certain portions of the Subdivision in a gated community comprised solely of villa structures and related appurtenances, which shall be known and referred to herein as the "Villas of Harrison Ranch" or the "Villas Neighborhood." The Villas Neighborhood shall be designated a "Neighborhood" within the Subdivision as that term is defined in the Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision (as such may be amended from time to time), recorded in the Official Records of Manatee County, Florida, at Book 2127, Page 7321 ("Subdivision Declaration"). The legal description of those portions of the Subdivision intended to be within the Villas Neighborhood and encumbered by this Declaration is attached hereto as Exhibit "A" and made a part hereof.

3. No Further Amendment And Binding Effect. Except as hereby amended and modified, the Villas Neighborhood Declaration shall remain in full force and effect. This First 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 Villas Neighborhood Declaration.

3K 2596 PG 5025 Filed & Recorded 11/25/15 11:27:53 AM
ANGELINA COLONNESE Clerk of Circuit Court Manatee County FL. (4 of 4)

IN WITNESS WHEREOF, Declarant has caused this First 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

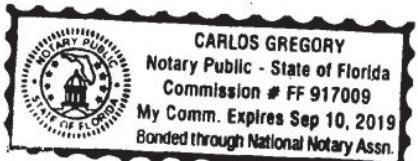
Its: VP of FINANCE

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by DANIEL FITZPATRICK as VP of 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



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 THE
VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION**

THIS DECLARATION is made and entered into on this ____ day of ____, 2006, 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 recorded in the Official Records of Manatee County, Florida at Book 49 Page 161 ("Subdivision").

B. Declarant intends to develop certain portions of the Subdivision with a gated community comprised solely of villa structures and related appurtenances, which shall be known and referred to herein as the "Villas of Harrison Ranch" or the "Villas Neighborhood." The Villas Neighborhood shall be a designated "Neighborhood" within the Subdivision as that term is defined in the Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision (as such may be amended from time to time), recorded in the Official Records of Manatee County, Florida, at Book 2137, Page 1680 ("Subdivision Declaration"). The legal description for those portions of the Subdivision intended to be within the Villas Neighborhood and encumbered by this Declaration is attached hereto as **Exhibit A** and made a part hereof.

C. The Villas Neighborhood shall include individual villa lots as depicted on Plat 1B for Harrison Ranch and such further plats depicting villa properties as may be recorded for the Subdivision. A copy of Plat 1B for Harrison Ranch is attached hereto as **Exhibit B** and made a part hereof. Such area shall include all villa lots, certain Limited Use Common Area as depicted on the plat or plats for the Villas Neighborhood, and certain Exclusive Use Common Area appurtenant to each individual villa within such Neighborhood. The Villas Neighborhood shall be developed as part of the overall Harrison Ranch Subdivision.

D. The Subdivision, including the Villas, is being developed in conjunction with a Community Development District pursuant to Chapter 190, Florida Statutes.

ACCEPTED IN OPEN SESSION 6/20/06
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

E. Declarant has executed the Subdivision Declaration for the purpose of enhancing and protecting the value, attractiveness and desirability of the real property constituting the Subdivision. Unless otherwise provided herein, the Subdivision Declaration, and all other Governing Documents applicable to the Subdivision as a whole, shall apply to this Declaration and the property subject hereto.

F. For the purpose of providing certain additional covenants, conditions and restrictions which address issues peculiar to the Villas Neighborhood, including all Lots and properties therein and such further properties as may be added to the Villas Neighborhood by supplemental declaration, (as opposed to those portions of the Subdivision to be developed with detached single-family homes), the following covenants, conditions and restrictions shall apply solely to the Villas. Pursuant to the Subdivision Declaration, the property described in Exhibit A is hereby assigned to and designated as being within and a part of the Villas Neighborhood.

NOW THEREFORE, Declarant hereby declares that all of the real property constituting the Villas Neighborhood shall be held, sold, leased, transferred, mortgaged, and conveyed only subject to the Subdivision Declaration and the following additional covenants, conditions and restrictions, and all 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 Villas Neighborhood and any part thereof (including additions thereto) and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Chapter 718, Florida Statutes, or a cooperative within the meaning of the Florida Cooperative Act, Chapter 719, Florida Statutes.

ARTICLE I DEFINITIONS

1.1. Definitions for Subdivision Declaration. Unless otherwise provided herein, the definitions in the Subdivision Declaration are applicable to and incorporated by reference into this Declaration for the Villas Neighborhood.

1.2. Limited Use Common Areas - The term "Limited Use Common Area" as used herein shall mean and refer to those Common Areas within the Villas Neighborhood as depicted on the Plat for the Villas of Harrison Ranch, which areas are intended solely for the beneficial use and enjoyment of all Villa Owners within the Villas Neighborhood. Such area shall not include any properties owned by a CDD once such is established for the Subdivision or the Villas Neighborhood. A list of holdings of the Villas Association is attached hereto as **Exhibit C** and made a part hereof.

1.3. Exclusive Use Common Area - The term "Exclusive Use Common Area" as used herein shall mean Common Area of the Villas Association intended for the exclusive use of individual lot owners whose Villa Lots are adjacent to such areas. Without limitation, exclusive

use common area shall include front yards, side yards, and back yards for each Villa structure; driveways; walkways; landscaping; irrigation; utility connections; and all other improvements intended primarily for the exclusive use of a particular Villa.

1.4. Villas Association – The term “Villas Association” as used herein shall mean and refer to the Villas of Harrison Ranch Homeowners Association, which is created for the purposes of managing the Limited Use Common Area and Exclusive Use Common Area within the Villas Neighborhood and for establishing a budget, assessments to fund such budget, and to otherwise manage the affairs of the Villas Neighborhood.

1.5. Villas Common Expenses – The term “Villas Common Expenses” as used herein shall mean the actual and estimated expenses incurred by the Villas Association for the maintenance, repair, and operation of the Limited Use Common Area, Exclusive Use Common Area, and the Villas (to the extent required in this Declaration), including all reasonable reserves as may be found necessary for purposes of maintaining such areas and all administrative, operation and management expenses incurred in the operation of such Association. An estimated ten (10) year budget for the Villas Association is attached hereto as **Exhibit D** and made a part hereof.

1.6. Villa Lot - The term “Villa Lot” as used herein shall mean and refer to an individual lot as described on Plat 1B of Harrison Ranch, a subdivision, as recorded in the Public Records of Manatee County, Florida, at Book 49, Page 161, which is intended to be improved with a Villa (as opposed to a detached single-family home or townhome).

1.7. Villa – The term “Villa” as used herein shall mean and refer to all improvements constructed or installed by the Declarant constituting an individual villa structure, including, without limitation, exterior and interior walls, floors, foundations, slabs, windows, roofs, doors, chimneys, appliances, plumbing, electrical wiring, and other fixtures permanently attached thereto.

1.8. Villa Owner - The term “Villa 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 Villa within the Villas Neighborhood.

ARTICLE II COVENANTS AND RESTRICTIONS

2.1. No Swimming Pools. No swimming pools shall be permitted on any Villa Lot, temporarily or permanently.

2.2. No Fences. No fences shall be permitted on any Villa Lot, temporarily or permanently.

2.3 Leasing. Villa Lots may not be leased for a period of less than seven (7) months, and no Villa Lot may be leased more than two (2) times per year. Upon leasing any Villa Lot, the Villa Owner must provide the Villas Association with a copy of the lease, the

tenant's name, mailing address, and telephone number. No more than thirty (30%) percent of the total Villa Lots owned by the Class A members may be leased at any one time. The Villas Association shall maintain a list of currently leased Villas and a waiting list for Villa Owners seeking to lease their Villas.

2.4. Landscaping and Irrigation. Landscaping and irrigation for each Villa Lot, those areas constituting the Exclusive Use Common Area appurtenant to such Lot, and Limited Use Common Area within the Villas Neighborhood shall be installed and maintained by Declarant or the Villas Association. The costs attendant with such installation and maintenance shall be an item of Villas Common Expenses. Other than paying assessments, Villa Owners shall not be responsible for installation or maintenance or landscaping or irrigation within the Villas Neighborhood. No Villa Owner shall install, repair, maintain, or replace landscaping or irrigation within the Villas Neighborhood, including irrigation or landscaping on his Villa Lot. Notwithstanding the foregoing, a Villa Owner may install potted plants within the Exclusive Use Common Area adjacent to his Villa Lot so long as such plants do not interfere with the Villas Association's maintenance and repair of such areas. Any potted plants installed by Villa Owners shall be installed and maintained at the Villa Owner's sole expense.

2.5. Trees. Villa Owners shall not install, maintain, repair, or replace any trees within the Villas Neighborhood, including on any Villa Lot, without prior written approval of the Villas Association.

2.6. 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. No such devise shall extend more than two feet (2') above a residence. Villa 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 or attached in any way to the roof of any Villa.

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

2.8. 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.

2.9. Common Area Maintenance By Association. The Villas Association shall, in its sole discretion, install, maintain, repair, and replace any and all improvements within the Limited Use Common Area and Exclusive Use Common Area. Such maintenance shall include, without limitation:

- (a) Electrical wiring up to the utility meter for each Villa;
- (b) Water pipes, up to the water meter for each Villa;
- (c) Cable television lines up to the cable box on the exterior of each Villa;
- (d) Sewer lines, up to the point where they reach the exterior of each Villa;
- (e) Landscaping, lighting, and irrigation, unless otherwise provided herein.
- (f) Maintenance and repair of all amenities of the Association, including any community pools, parks, security gates, and other amenities.
- (g) Annual renewal of the Sentricon Termite System (or other similar termite prevention system) originally installed by Declarant within the Villas Neighborhood.

Notwithstanding the foregoing, the Association shall not be responsible for maintenance and/or repair of driveways, walkways, or pedestrian paths within any Exclusive Use Common Area.

2.10. Villa Maintenance By Association. The Villas Association shall, at its sole discretion and expense, maintain, repair, and replace certain aspects of each Villa as set forth herein. Such maintenance and repair shall include, at a minimum, periodic painting of the exteriors of the Villas, repairing and maintaining the roofing and related components for the Villas, and maintaining and repairing the waterproofing elements for the Villas (except caulking of windows). In addition, the Association may, in its sole discretion, paint the exterior front entry doors and garage doors of each Villa. Unless otherwise provided herein, Villa maintenance and repair shall be the sole obligation of each Villa Owner.

2.11. Maintenance Schedule. To satisfy its maintenance obligations hereunder, the Villas Association shall maintain and follow a Common Area Maintenance Program ("CAM Program") for purposes of ensuring a minimum standard for maintenance and repair of the Limited Use Common Area, Exclusion Use Common Area, and those portions of the Villas which the Villas Association is obligated to maintain and repair. At a minimum, the CAM Program must address: periodic inspections of the Limited Use and Exclusive Use Common Areas, including amenities of the Villas Neighborhood; periodic maintenance and repair of such areas; periodic inspection and maintenance of private security gates of the Villas Neighborhood; periodic inspection and maintenance of road ways, sidewalks, paths, and trails within the Villas Neighborhood; and periodic inspection and maintenance of those portions of the Villas which the Villas Association must maintain and repair. The initial proposed CAM Program for the Villas Neighborhood is attached hereto as **Exhibit E** and made a part hereof. Such program can only

be amended in the manner required for amendments to this Declaration.

2.12. Villa Lot Maintenance By Owner. The Owner of each Villa Lot shall keep such Lot, all improvements thereon, all driveways, walkways, paths, 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. Unless stated otherwise herein, Villa Owners shall be solely responsible for the repair, maintenance, and upkeep of their respective Villa Lots, the driveways, walkways, and paths within the Exclusive Use Common Area appurtenant to their respective Lots, and entry and garage doors attached to their Villas.

2.13. Responsibility of the Villa Owner. The Villa Owner at his sole expense shall maintain and keep in repair the interior of the Villa, including the fixtures and utilities located in the Villas to the extent current repair shall be necessary in order to avoid damaging other Villas, the Exclusive Use Common Area, or the Limited Use Common Area, and/or such maintenance or repair is necessary to prevent or abate a nuisance. A Villa Owner shall not be responsible for repair occasioned by casualty occurring with the Exclusive Use Common Area or the Limited Use Common Area, unless such casualty is due to the act or negligence of the Villa Owner, or his guests, invitees, or tenants. A Villa Owner is responsible for all repairs resulting from a casualty occurring within, or affecting the inside of, his Villa. No Villa Owner shall alter any Exclusive Use Common Area or the Limited Use Common Area without the prior written consent of the Association.

2.14. Failure to Maintain. In the event a Villa Owner fails to comply with the maintenance requirements specified herein, the Villas Association may send written notice of violation to the record address of the Villa Owners for the subject Lot. If 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 Villas 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 its 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 Villa Owner to the Villas Association upon demand. To the extent not paid by the Villas Owner, and subject to § 720.305, Florida Statutes, the Villas Association shall have the right to record a lien against the Villas 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.

2.15. No Construction of Improvements. Unless otherwise provided herein or unless authorized by prior written consent of the Villas Association, no Villa Owner, occupant, or their respective agents, contractors, or employees shall commence or perform any construction, repair, maintenance, or replacement of any improvements within the Exclusive Use Common Area. If a Villa Owner becomes aware of any deficiency, defect, or other problem with any improvement within the Exclusive Use Common Area or Limited Use Common Area, such Owner shall

promptly notify the Villas Association of such deficiency. The decision whether or not to repair, maintain, replace, or otherwise address such deficiency shall be in the sole discretion of the Villas Association Board.

2.16. Compliance with Documents. Each Villa 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 and the Subdivision Declaration. The conduct of the forgoing parties shall be considered to be the conduct of the Villa Owner responsible for, or connected in any manner with, such individual's presence within the Villas Neighborhood. Such Owner shall be liable to the Villas 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 Villa Owner as a specific assessment as provided herein. Failure of a Villa 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 Villa Owner or such other person.

2.17. No Waiver. Any failure by the Declarant or the Villas 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.

2.18. Rights of Declarant. Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws for the Villas Neighborhood, Declarant reserves the unrestricted right to use any portion of the Villas Neighborhood 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 Villas Neighborhood and all Lots therein. Neither the Villas Association nor any Villa 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 Villas Neighborhood.

2.19. Other Restrictions Established by the Association. The Villas Association shall have the authority from time to time to adopt other rules, regulations and restrictions governing the use of and activities on the Villa Lots, the Limited Use Common Area, and the Exclusive Use Common Area. Once the Villas Association promulgates such restrictions, the same shall become binding and shall be given the same force and effect as the restrictions set forth herein until amended or rescinded.

2.20. Rights/Obligations of CDD. The Declarant acknowledges that the Harrison Ranch Subdivision and the Villas Neighborhood 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 or certain designated Neighborhood areas within the Subdivision (such as the Villas Neighborhood), including, without limitation, stormwater management, conveyance and retention systems, lift stations, 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 Villas 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 Villas Association is the entity responsible for management, maintenance, operation, and control of the Limited Use Common Area and the Exclusive Use Common Area within the Villas Neighborhood. The Villas Association has the primary responsibility for administering and enforcing the Governing Documents of the Villas Neighborhood. The Villas Association shall perform its functions in accordance with its Governing Documents and Florida law. The Board shall be responsible for managing the Villas Association and may contract with a community association manager or management company for such purposes. The Board shall be appointed or elected as provided in the Articles and Bylaws.

3.2. Membership. In addition to membership in the Subdivision Association, every Villa Owner shall be a Member of the Villas Association. Membership shall be appurtenant to and may not be separated from Ownership of any Villa Lot.

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

(a) **Class A.** Class A Members shall be all Villa 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 Villa Lot owned. When more than one person holds an interest in any Villa 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 convert to Class A Membership on the happening of any of the following events, whichever occurs first:

- (1) Ninety (90) days after ninety (90%) percent of the Villas Lots have been conveyed to Lot purchasers; or
- (2) Nine (9) years following conveyance of the first Villas Lot; or
- (3) Decision of the Declarant to convert to Class A Membership.

3.4. Ownership. The Association shall own the Limited Use Common Area and Exclusive Use Common Area within the Villas Neighborhood.

3.5. Owners' Easement of Enjoyment to Common Areas. Every Owner of a Villas Lot shall have a right and easement of enjoyment in all of the Limited Use Common Area and such portions of the Exclusive Use Common Area appurtenant to such Owner's Villa Lot, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Villas Association to suspend the voting rights and right to use of the Limited Use 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 Limited Use Common Area rights impair the right of a Villas Owner or tenant to have vehicular and pedestrian ingress and egress to his Lot, including, but not limited to, the right to park.

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

3.6. Easements of Ingress and Egress. Each Villa Owner shall have a non-exclusive easement for ingress and egress over the Limited Use Common Area within the Villas Neighborhood and the Exclusive Use Common Area appurtenant to such Villa Owner's respective Lot, including platted rights of way, as necessary to access his Villa from a public road. Such rights extend to and include any members of the Owner's family, his tenants, and invitees, as applicable, subject to reasonable regulation by the Villas Association. Each Villa Owner's easement of use, access and enjoyment in and to the Limited Use Common Area is subject to the rights of other Villa Owners to the exclusive use of designated Exclusive Use Common Area appurtenant to their respective Villas Lots.

3.7. Easement for Exclusive Use Common Area. Every Villa Owner shall have an

easement right and easement of enjoyment in and to the Exclusive Use Common Area appurtenant to such Owner's Villa Lot, which shall be appurtenant to and shall pass with the title to such Villa Lot. All Exclusive Use Common Area shall be for the sole benefit and enjoyment of each Villa Owner whose lot is appurtenant to such property, subject to the right of the Association or Declarant to develop, construct, repair, inspect, and maintain such areas or any other rights reserved unto the Declarant or the Villas Association by this Declaration.

3.8. Easements of Support. Every portion of a Villa contributing to the support of other Villas or any other portion of a building shall be burdened with an easement of support and necessity for the benefit of such Villas and the Exclusive Use Common Area appurtenant thereto.

3.9. Easements for Maintenance, Emergency, and Enforcement. Declarant grants to the Villas Association, for itself, and its duly authorized agents, assigns, employees, and contractors, easements over the Villas Neighborhood as necessary for the Villas Association to fulfill its maintenance responsibilities related thereto. Except during an emergency, entry shall only be during reasonable hours and after reasonable notice to the affected Owner.

3.10. Remodeling Easement. Declarant, for itself and its successors and assigns, including Villa Owners, retains a right and easement in and about each Villa and the Exclusive Use Common Area appurtenant thereto for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in connection with the improvement or alteration of any Villa Lot or Villa, including the right of access to such areas as is reasonably necessary to accomplish such improvements. In the event of a dispute among Villa Owners with respect to the scope of the easement reserved in this Paragraph, the decision of the Villas Board of Directors shall be final.

3.11. Proviso. Nothing contained herein shall limit any easement rights otherwise reserved to Declarant or granted to any other person, including the Association, under the Subdivision Declaration as applied to the Villas.

3.12. Delegation of Use. Any Owner may delegate his right of enjoyment to the Limited Use Common Area or Exclusive 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 of the Subdivision or the Villas Neighborhood, 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 Villas Association, to the same extent as the Owner.

3.13. Utility Easements. Public utilities serving the Villas Neighborhood, have been, or will be, installed in the Limited Use Common Area and the Exclusive Use Common Area for the use, benefit, and service of the Villas Neighborhood, the Lots, and all improvements in the Neighborhood and Subdivision. A permanent, perpetual, mutual and non-exclusive easement is hereby created in favor of Declarant, the Villas Association, the Subdivision Association, and/or a CDD over, across and into the Villas Neighborhood, 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 Villas Neighborhood, the Lots and the improvements therein and in the Subdivision. Any and all use of the said utility easements shall be in accordance with this Declaration and the Subdivision Declaration.

3.14. Surface Water/Stormwater Management and Drainage Easement. An easement is hereby created over the Limited Use Common Area and Exclusive Use Common Area in favor of the Declarant, the Subdivision Association, the Villas 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 Villas Neighborhood and the Subdivision; provided, however, that such easement shall be subject to improvements constructed within the Villas Neighborhood and the Subdivision as permitted by controlling governmental authority from time to time.

3.15. 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 Limited Use Common Area and Exclusive Use Common Area. A copy of the agreement between the Villas Association and the County for such access is attached hereto as **Exhibit F**.

3.16. Declarant's Easement Over Lots. For so long as Declarant is the owner of any Lot within the Villas Neighborhood, 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.

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

3.18. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Villas 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 Limited Use Common Area lying adjacent to and between the boundary lines(s) of the Lot(s) to and from dedicated rights of way.

3.19. 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. In addition to assessments levied against the Lot Owners within the Subdivision, each Villa Owner, except the Declarant, by acceptance of title to a Villa, 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 Villas Association: (1) annual assessments or charges as hereinafter specified; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The 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 Villa 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 Villa Lot, such Lot shall not be subject to assessment or lien by the Villas Association. Annual assessments shall be fixed at a uniform rate for all participating Villa Lots.

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

4.3. Guaranteed Level of Assessment. Notwithstanding anything to the contrary contained herein, Declarant shall guarantee the level of annual assessments for one year commencing upon the sale of the first Villa Lot to an Owner. During said year, the annual assessments for each Villa Lot (exclusive of assessments applied to all Lots generally within the Subdivision) shall not exceed \$200 per annum, exclusive of interest and costs resulting from a default of the provisions hereof, including late payment. Prior to the turnover of control by the Declarant to the Villas Association, Declarant shall pay any amount of Villas Common Expenses incurred during said period and not produced by all assessments at the guaranteed level receivable from other Villa Owners. Nothing in this Article 4 shall affect or modify the obligation of Villa Owners to pay assessments as specified in the Subdivision Declaration or other Governing Documents of the Subdivision Association.

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 Limited Use Common Area, Exclusive Use Common Area, and those portions of the Villas which the Villas Association is obligated to maintain.

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 applicable solely to the Villas Neighborhood shall be sent by the Villas Association to all Villa Owners not less than

fourteen (14) days nor more than sixty (60) days in advance of the meeting. The presence of Members within the Villas Neighborhood, or of proxies, entitled to cast thirty percent (30%) of all votes of such 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 for the Villas Neighborhood may only be approved by a majority vote of the Board of Directors of the Villas Association and a majority vote of all Members owning Villa Lots present at the meeting and entitled to vote.

4.6. Emergency Assessments. The Association may also levy an emergency assessment at any time by a majority vote of the Villas Board, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Limited Use Common Areas, the Exclusive Use Common Area or Villas Members, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increase in the amounts budgeted. Any emergency assessment shall be due and payable at the time and in the manner specified by the Villas Board and shall be enforceable under the provisions of Paragraph 4.1 above.

4.7. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to each Villa Lot on the date on which such Lot shall have been conveyed by the Declarant. The Villas Board shall fix the amount of the annual assessment against each Villa Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Villas 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 Villas Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association setting forth whether the assessment on a specified Villas Lot has been paid.

4.8. Initial Contribution Upon Sale or Resale. Nothing contained in this Article IV shall prohibit or limit the right and power of the Villas Association to require Owners within the Villas Neighborhood, upon purchase of a Lot within such Neighborhood, to pay to the Villas 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 Villas Association. The Villas 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 Villas Neighborhood, or pre-paid expenses of the Villas Association attributable to such Lot.

4.9. 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 Villas Association may bring an action at law against the Villa Owner personally obligated to pay the same, or lien

and foreclose the lien against the Villa Lot. No Villa Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Limited Use Common Area or Exclusive Use Common Area, or by abandonment of his Villa Lot. The lien provided in this paragraph shall be in favor of the Villas Association and shall be for the benefit of all other Villa Owners. The Villas Association, acting on behalf of the Villa Owners, shall have the power to bid at a foreclosure sale to acquire and hold, lease, mortgage and convey the same. Each Villa Owner hereby expressly grants to the Villas Association a power of sale in connection with such lien.

4.10. 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 Villa Lot shall not affect the assessment lien as that term is defined in the Subdivision Declaration.

ARTICLE V RIGHTS AND DUTIES OF ASSOCIATION

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

5.2. Duties. Without limitation, it shall be the duty and obligation of the Villas Association to (a) keep the Limited Use Common Area and the Exclusive Use Common Area in a first class condition; (b) maintain and operate the Limited Use Common Area, the Exclusive Use Common Area, and the Villas Association pursuant to this Declaration, the Subdivision Declaration, and the Villas Bylaws; and (c) perform such other duties and obligations imposed upon it by this Declaration, the Subdivision Declaration, and the Villas Bylaws.

5.3. Exercise by Directors; Villas Committee. The powers granted the Villas Association may be exercised by the Villas Board, acting through its officers, without the consent of any Villa Owner, except where the approval of a Villa Owner or Owners is specifically required in this Declaration, the Subdivision Declaration, or the Bylaws or Articles of the Villas Association. The Villas Board may create committees to perform functions of the Board to the extent authorized by law. Notwithstanding the foregoing, the Board shall designate a Villas Neighborhood Committee to provide recommendations to the Board of the Harrison Ranch Subdivision concerning the maintenance and operation of the Villas and any other matters particularly affecting the Villas Neighborhood or its Members.

5.4. Association Insurance. The Villas Association shall purchase and maintain insurance to provide the following described coverages to specifically benefit the Villas Neighborhood:

(a) Liability Insurance. Comprehensive general liability insurance coverage covering the Limited Use Common Area and Exclusive Use

Common Area, and public ways owned by the Villas 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 Limited Use Common Area and Exclusive Use Common Area, and legal liability arising out of law suits related to employment contracts of the Villas Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the Villas Owners as a group or as the Villas Association to an individual Villa 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 Villas Association for all officers, Directors, trustees and employees of the Villas Association and all other persons handling or responsible for funds of or administered by the Villas 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 Villas 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 Villas 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 Limited Use Common Area and Exclusive Use Common Area owned by the Villas Association to cover the full replacement cost thereof, which coverage may include extended coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed desirable by the Villas Association.

(d) Directors' and Officers' Liability. Liability insurance insuring the Villas 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 Villas Association is obligated to obtain comprehensive general liability and casualty insurance under the provisions hereof, the Villas Association shall also obtain umbrella insurance coverage with no less than a \$5 million dollar policy limit per policy period.

5.5. Premiums. Premiums for insurance policies purchased by the Villas Association to provide the coverages described herein and any deductibles for insurance claims made with

respect to any such policy of insurance shall constitute an item of Villas Common Expenses.

5.6. Villa Owners' Insurance. The insurance requirements set forth in this Article shall not reduce or restrict the right and obligation of any Villa Owner to obtain liability, casualty, umbrella, peril, or other insurance relating to such Owner's ownership, use, or occupation of his Villa or Villa Lot. The expense for any insurance obtained by a Villa Owner shall be the sole responsibility of such Owner; provided, however, that no insurance obtained by a Villa Owner shall operate to decrease the amount which the Villas Neighborhood or the Subdivision Association may realize under any policy or cause the diminution or termination of such insurance coverage. Any insurance obtained by a Villa Owner shall provide for a waiver of the insurer's right of subrogation against the Subdivision Association, the Villas Association, and any other Villa Owners.

5.7. Condemnation. The Villas Association shall represent the Villa Owners in any condemnation proceedings or in negotiation, settlements and agreements with the condemning authority for acquisition of the Limited Use Common Areas or the Exclusive Use Common Areas, or any part thereof. Each Villa Owner hereby appoints the Villas Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Limited Use Common Area or the Exclusive Use Common Area by a condemning authority, the award of proceeds or settlement shall be payable to the Villas Association for the use and benefit of the Villas Owners and their mortgagees as their interests may appear. Such proceeds, if not utilized by the Villas Association for the purpose of restoring or replacing the Limited Use Common Area or Exclusive Use Common Area which have been taken, shall be disbursed in equal shares to the Villa Owners and their mortgagees, as their interests may appear.

ARTICLE VI MECHANICS' LIEN

6.1. Mechanics' Lien. Subsequent to the filing of the plat and recording of this Declaration, no labor performed or materials furnished for use and incorporated in any Villa with the consent of or at the request of the Villa Owner or such the Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against a Villa of any other Owner not expressly consenting to or requesting the same, or against any interest in the Exclusive Use Common Area. Each Villa Owner shall indemnify, defend, and hold each of the other Villa Owners and the Villas Association harmless from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Villa against the Villa of another Owner or against the Exclusive Use or Limited Use Common Area, or any part thereof.

6.2. Enforcement by the Association. At its own initiative or upon the written request of any Villa Owner (if the Villas Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of Section 6.1 above by collecting from the Owner of the Villa on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys' fees incidental to the lien, and obtain a release of such lien. In the event that the Villa Owner refuses or fails to so indemnify within seven (7) days

after the Villas Association shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section 6.2, and such amount to be indemnified shall automatically become an assessment carrying charges incurred by the Villas Association in purchasing and owning any such Villa Lot shall be part of the Villas Common Expenses.

ARTICLE VII **DAMAGE OR DESTRUCTION**

7.1. The Role of the Board of Directors. Except as provided in Section 7.6, in the event of damages to or destruction of all or part of any Limited Use or Exclusive Use Common Area, or other property covered by insurance written in the name of the Villas Association, the Villas Board shall arrange for and supervise the prompt repair and restoration of the damaged areas.

7.2. Estimate of Damage or Destruction. As soon as practicable after an event causing damage to or destruction of any part of any Limited Use or Exclusive Use Common Area, unless such damage or destruction shall be minor, the Board shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the property damaged or destroyed.

7.3. Repair and Reconstruction. As soon as practicable after the damage occurs and any required estimates have been obtained, the Villas Association shall diligently pursue to completion the repair and reconstruction of that part of the property damaged or destroyed. As attorney-in-fact for the Villa Owners, the Villas Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Villa Owner shall be necessary. Assessments of the Villas Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

7.4. Funds for Repair and Reconstruction. Subject to the provisions of Section 7.6 below, the proceeds received by the Villas Association from any hazard insurance carried by such Association shall be used for the purpose of repair and reconstruction. If the proceeds of the Villas Association's insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Villas Association may levy, assess, and collect in advance from the Villas Owners a special assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. The cost of repair and reconstruction in excess of insurance proceeds and reserves is a Villas Common Expense.

7.5. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Villas Association and the amounts received from the special assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. Such fund shall be applied by the Villas Association as attorney-in-fact for such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Villas Association shall have full authority, right, and power, as attorney-in-fact to cause the repair and restoration of the improvements. It shall be deemed that the first money disbursed in payment

for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the special assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Villa Owners in proportion to the contributions each Owner made as special assessments, or if no special assessments were made, then in proportionate shares on the basis of the allocation to the Villa Owners of Villas Common Expenses, first to the Mortgagees and then to the Owners, as their interests appear.

7.6. Decision Not to Rebuild. Any portion of the Villas Neighborhood for which insurance is required pursuant to the provisions of this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Villas Association unless:

- (a) The Villas Association is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Owners representing at least 80% of votes in the Villas Association vote that the affected portions of the Villas will not be rebuilt;
- (d) Prior to the conveyance of a Villa Lot to a person other than the Declarant, the holder of a mortgage on the damaged portion of the Villas rightfully demands all or a substantial part of the insurance proceeds.

If the entire Villas Neighborhood is not repaired or replaced, the insurance proceeds attributable to the damaged Exclusive Use Common Area and Limited Use Common Area must be used to restore the damaged area to a condition compatible with the remainder of the project.

7.7. Repairs. All repairs and reconstruction contemplated by this Article VII shall be performed substantially in accordance with this Declaration, the plat, and the original plans and specifications for the Villas, unless other action is approved by the Villas Association in accordance with the requirements of this Declaration.

7.8. Destruction of Improvements on Villa Lots. In the event any improvement on a Villa 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 of such Lot shall reconstruct the improvement. 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. Reconstruction pursuant to this Paragraph shall be the sole responsibility and expense of the affected Villa Owner. For purposes of ensuring compliance with this Paragraph each Villa Owner shall maintain adequate insurance covering the replacement cost of the improvements constructed on his Lot in the event of any casualty, hazard or other loss or act of God affecting such Lot. Each Villa Owner must provide proof of such insurance to the Association prior to acquiring any Villa Lot and provide proof of insurance on an annual basis thereafter demonstrating continuing insurance coverage.

7.9. Notice of Damage or Destruction to First Mortgagees. If any portion of the Villas development encompassing more than one Villa Lot is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Villas Association to each Owner and first mortgagee of the affected Lots within a reasonable time following the event of casualty damage.

ARTICLE VIII ARCHITECTURAL REVIEW

8.1. 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 Villas Board. 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 Villas Board may appoint a replacement. Until a replacement has been made, the remaining Members shall exercise the Architectural Review Committee's authority.

8.2. Architectural Standards. The Architectural Review Committee may recommend and the Villas Board 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 Villas Neighborhood (hereinafter "Villas Design Code"). Each Villa Owner, by acceptance of title to a Lot, covenants to comply with the Villas Design Code as such Design Code exists on the date of the purchase of such Lot. Subsequent amendments to the Villas Design Code may be made by decision of the Villas Board and upon adoption by the Villas Board shall thereafter be binding on all Villa Owners acquiring Ownership of a Lot subsequent to the date of such amendment.

8.3. 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 Villa) shall be undertaken on any Villas Lot or the Exclusive Use Common Area appurtenant thereto unless such shall has been approved in writing by the Architectural Review Committee in accordance with this Article. The Architectural Review Committee shall be a standing committee of the Villas Association and such Committee shall be formed pursuant to the Villas Bylaws.

8.4. 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.

8.5. 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 Villas Association known as the Villas 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.

8.6. 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 Villas Owner through his contractor or subcontractor to post payment and/or performance bonds with the Villas 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 Villas 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.

8.7. 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 Villas 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 IX GENERAL PROVISIONS

9.1. Amendment. Prior to turnover of control of the Villas 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 Villas 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, Villas Association, or any Villa 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 Declarant, Association or any Villa 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 Villas 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 Villas 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 Villas Association until such time as the Declarant or any successor Declarant is divested of its interest in any portion of the Villas Neighborhood, or has terminated its interest in any portion thereof, or the Declarant has assigned its rights, duties, and obligations hereunder to the Villas Association. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Villas Association in accordance with the procedures set forth herein and in the Articles and Bylaws for the Villas.

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 Villa Lots, the Limited Use Common Area, and the Exclusive Use Common Area, and shall remain in full force and 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 Villa 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 sixty-seven percent (67%) of the holders of the first mortgages against Villa 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 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 and Bylaws applicable to the Villas Neighborhood and the Articles shall take precedence over the Bylaws. To the extent any conflict exists between this Declaration and the Governing Documents of the Harrison Ranch Subdivision, the provisions hereof shall control.

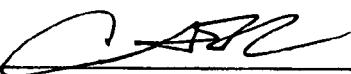
9.8. Usage. Whenever used herein the singular number shall include the plural and the plural number shall include the singular, and the use of any gender shall include all genders.

9.9. Governing Law. The construction, validity, and enforcement of this Declaration shall be determined according to Florida law. 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.

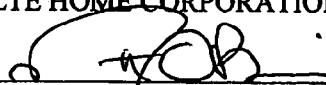
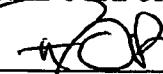
Witnesses:


Signature
AUSTIN COX

Printed Name


Signature
SHARON K. GREENE
Printed Name

PULTE HOME CORPORATION:


By: 
Matt O'Brien
Title: Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

On this 14th day of June, 2006, 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 N/A as identification, who stated that he is a 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 14th day of June, 2006.

Jill M. Winter
NOTARY PUBLIC
My Commission Expires:
Commission No.:



Exhibit A

DECEMBER 13, 2005

HARRISON RANCH
PHASE 1B, A SUBDIVISION
VILLA HOMEOWNERS ASSOCIATION

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE N $89^{\circ}32'09''$ W, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 2325.88 FEET TO THE POINT OF BEGINNING; ALSO BEING A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N $33^{\circ}09'05''$ E, AT A DISTANCE OF 700.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $17^{\circ}35'53''$, A DISTANCE OF 215.00 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1412.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}26'25''$, A DISTANCE OF 380.51 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S $30^{\circ}59'36''$ W, AT A DISTANCE OF 35.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}55'21''$, A DISTANCE OF 27.44 FEET; THENCE S $27^{\circ}07'06''$ W, A DISTANCE OF 650.67 FEET; THENCE N $67^{\circ}30'00''$ W, A DISTANCE OF 388.82 FEET; THENCE N $46^{\circ}00'00''$ E, A DISTANCE OF 48.30 FEET; THENCE N $27^{\circ}00'00''$ E, A DISTANCE OF 57.70 FEET; THENCE N $06^{\circ}00'00''$ W, A DISTANCE OF 107.07 FEET; THENCE N $43^{\circ}00'00''$ W, A DISTANCE OF 111.35 FEET; THENCE N $83^{\circ}00'00''$ W, A DISTANCE OF 116.35 FEET; THENCE N $13^{\circ}00'00''$ E, A DISTANCE OF 58.32 FEET; THENCE N $25^{\circ}00'00''$ E, A DISTANCE OF 36.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE NORtherly ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $70^{\circ}00'00''$, A DISTANCE OF 36.65 FEET TO A POINT OF TANGENCY; THENCE N $45^{\circ}00'00''$ W, A DISTANCE OF 22.18 FEET; THENCE N $14^{\circ}00'00''$ W, A DISTANCE OF 41.29 FEET; THENCE N $51^{\circ}00'00''$ W, A DISTANCE OF 20.99 FEET; THENCE N $89^{\circ}00'00''$ W, A DISTANCE OF 56.00 FEET; THENCE N $00^{\circ}00'00''$ E, A DISTANCE OF 41.97 FEET; THENCE N $62^{\circ}00'00''$ E, A DISTANCE OF 89.99 FEET; THENCE N $50^{\circ}00'00''$ E, A DISTANCE OF 50.99 FEET; THENCE N $39^{\circ}00'00''$ E, A DISTANCE OF 66.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $62^{\circ}00'00''$, A DISTANCE OF 54.11 FEET TO A POINT OF TANGENCY; THENCE N $23^{\circ}00'00''$ W, A DISTANCE OF 104.34 FEET; THENCE N $38^{\circ}00'00''$ E, A DISTANCE OF 64.72 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N $54^{\circ}48'29''$ E, AT A DISTANCE OF 700.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ}39'24''$, A DISTANCE OF 264.59 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST, AND SECTION 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

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

CONTAINING 9.72 ACRES, MORE OR LESS.

EXHIBIT "B"

PROPOSED FINAL PLAT

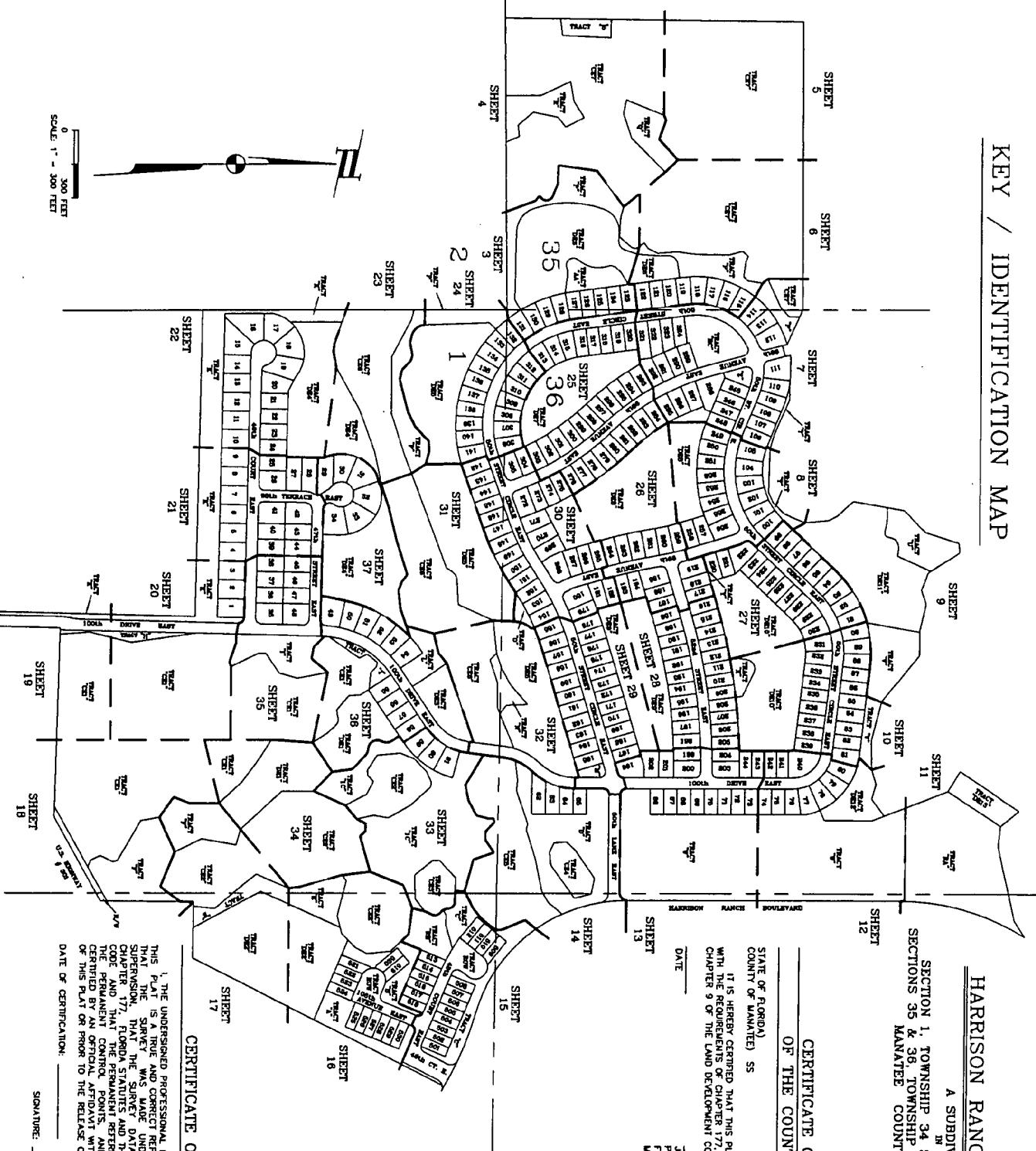
KEY / IDENTIFICATION MAP

HARRISON RANCH, PHASE 1B

A SUBDIVISION

PLAT BOOK PAGE
SHEET 2 OF 37SECTION 1, TOWNSHIP 34 SOUTH, RANGE 18 EAST
IN
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDASTATE OF FLORIDA) SS
COUNTY OF MANATEE)IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY
WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND
CHAPTER 9 OF THE LAND DEVELOPMENT CODE OF MANATEE COUNTY, FLORIDA.

DATE

JAMES H. GATCH, JR.
PROFESSIONAL LAND SURVEYOR
MANATEE COUNTY SURVEYOR
CERTIFICATE NUMBER 6-80

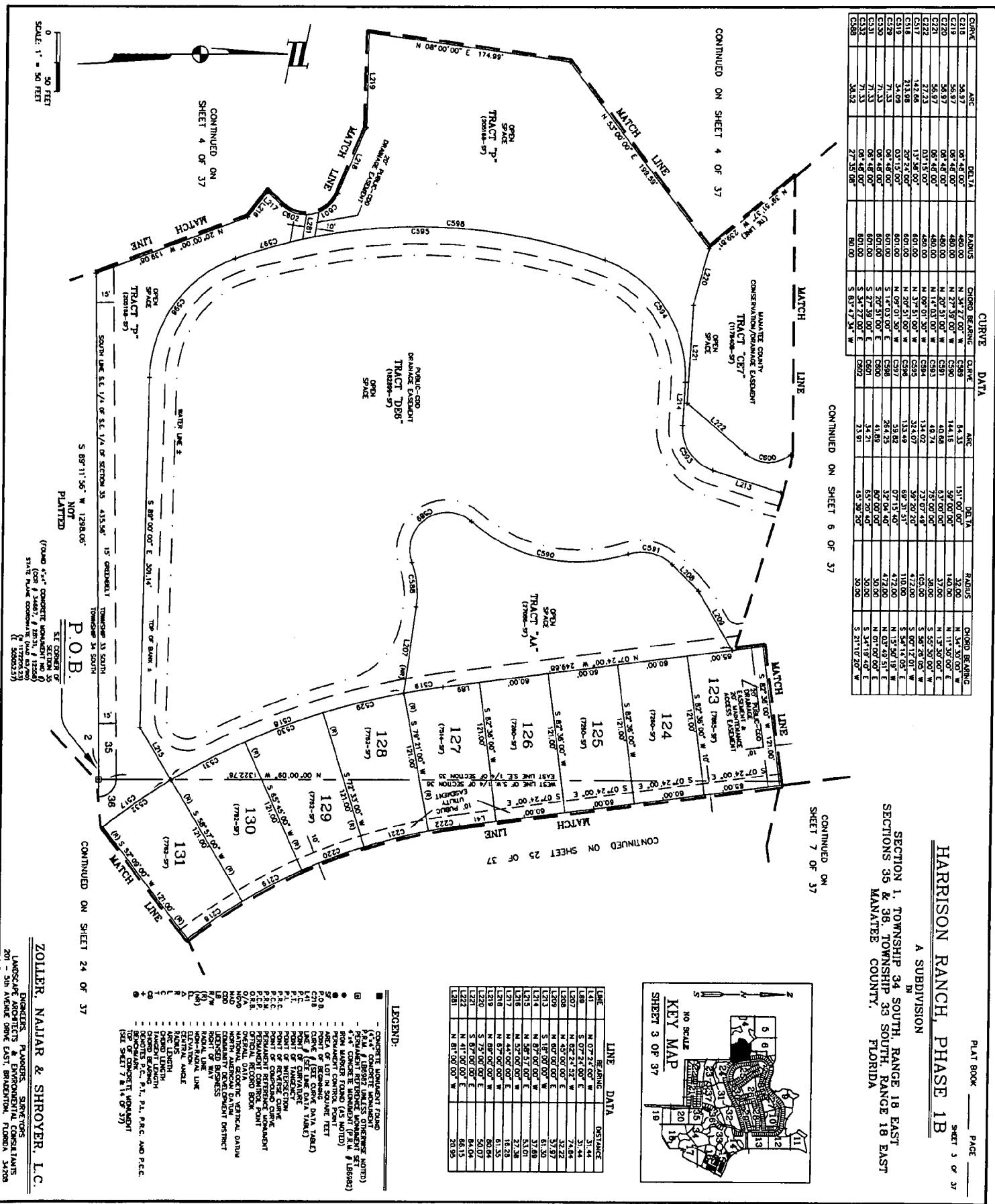
CERTIFICATE OF SURVEYOR

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT
THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED.
THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND
SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF
CODE AND THAT THE PERMANENT SURVEY MONUMENTS HAVE BEEN INSTALLED
CORRECTLY AND AFFIRMED. THAT THE CORNERS WILL BE INSTALLED AND
CERTIFIED AS AN OFFICIAL SURVEY WITHIN ONE (1) YEAR OF THE RECORDING
DATE OF CERTIFICATION:

SIGNATURE

AMES H. GATCH, JR.
PROFESSIONAL LAND SURVEYOR
FLORIDA STATE LICENSE NUMBER 425
CERTIFICATE OF AUTHORIZATION # LBS582

ZOLLER, NAJAR & SHROYER, L.C.
LANDSCAPE ARCHITECTS, PLUMBERS, SURVEYORS
AND ENVIRONMENTAL CONSULTANTS
201 - 501 ANDIE DRIVE, EAST, BRADENTON, FLORIDA 32008



HARRISON RANCH, PHASE 1B

A SUBDIVISION
IN

| LINE | BEARING | DISTANCE |
|------|-----------------|----------|
| L237 | N 88° 00' 00" E | 25.48 |
| L238 | S 71° 00' 00" E | 90.12 |

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

ANCIENT OAKS UNITS 2 & 3
A SUBDIVISION
PLAT BOOK 43, PAGE 144

D
E
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A

15' GREENBELT

15

III

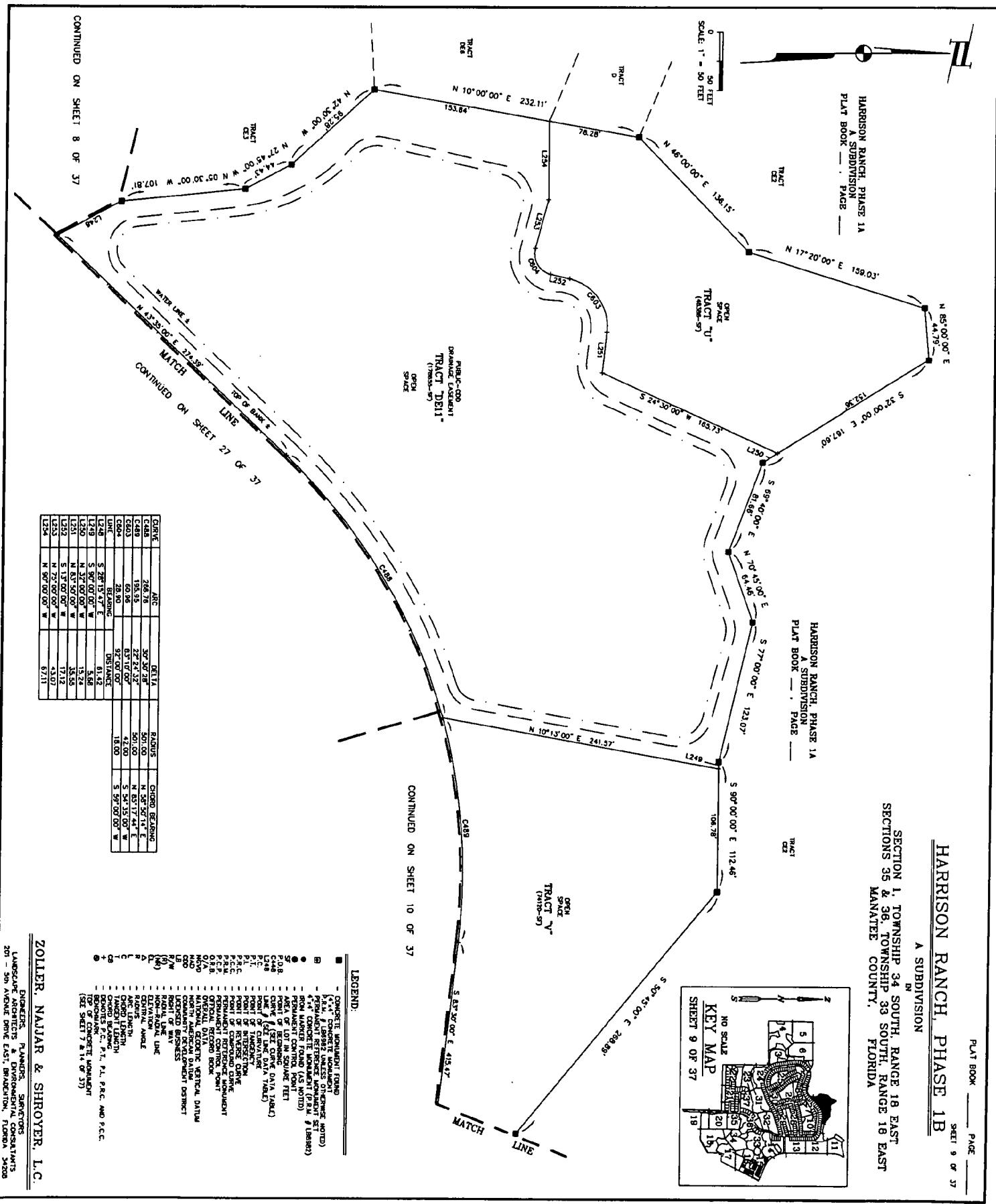
CONTINUED ON SHEET 6 OF 37

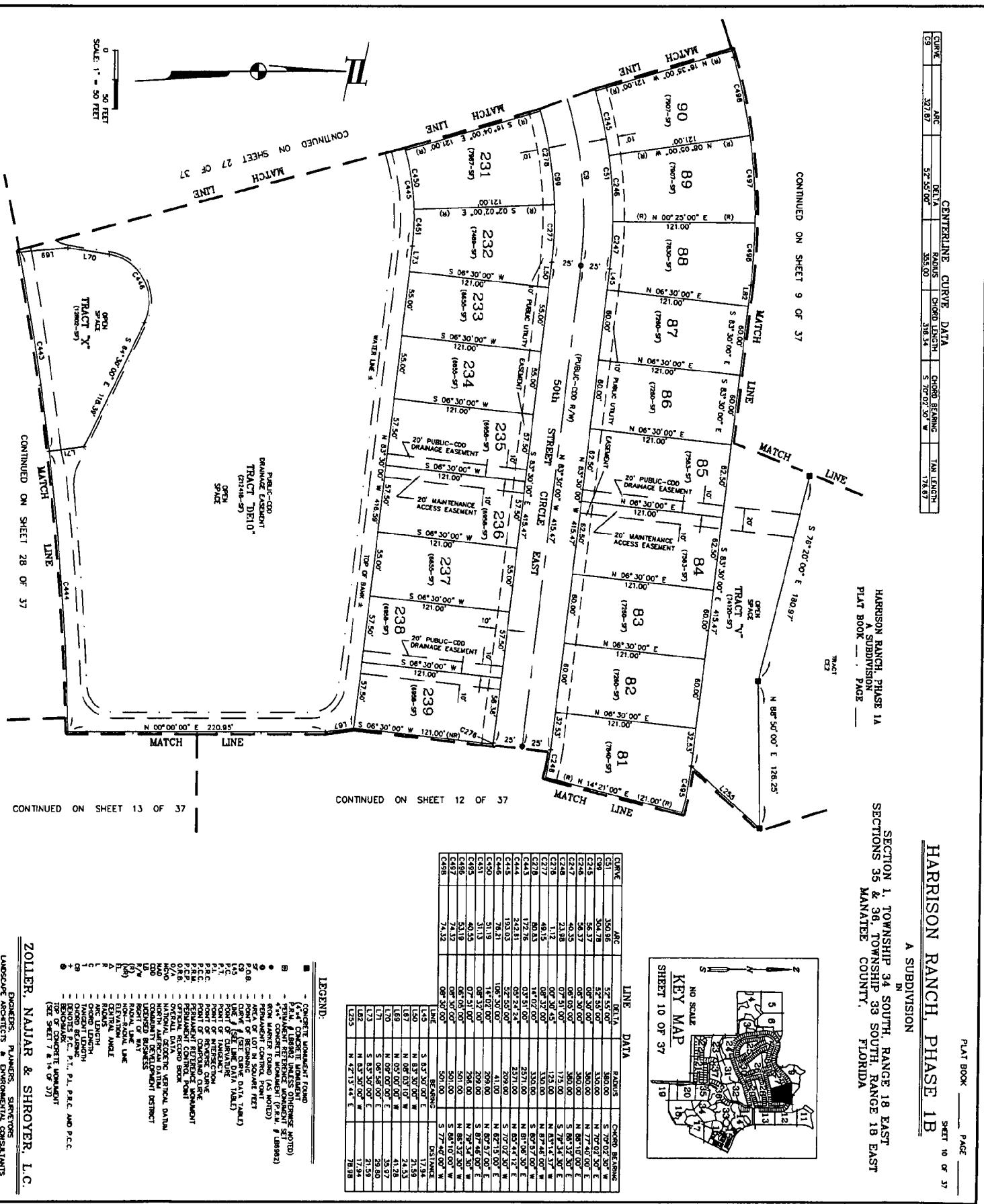
SCALE: 1" = 50 FEET

146

CONTINUED ON SHEET 4 OF 37

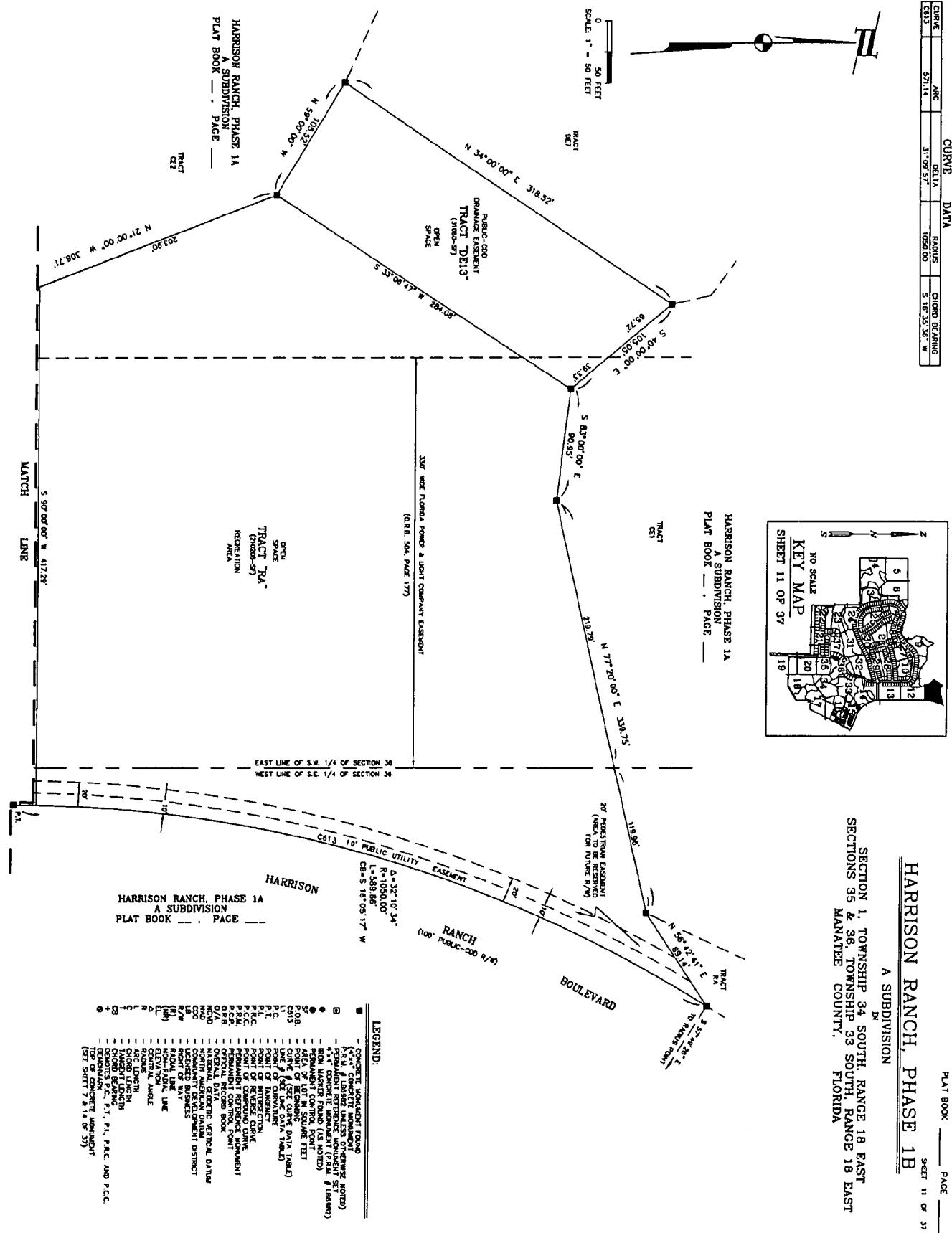
ZOLLER, NAJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
201 - 5th AVENUE DRIVE EAST, BRADENTON, FLORIDA 34205





ZOLLER, NAJJAR & SHROYER, L.C.

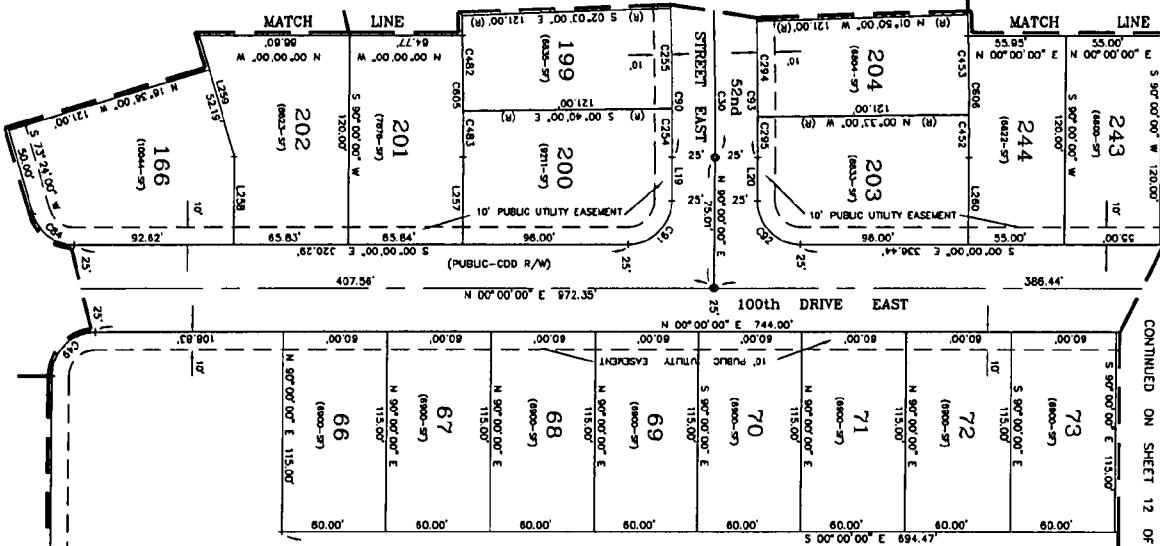
ZOLLER, NAJJAR & SHROYER, L.C.
ENGINEERS, PLANNERS, SURVEYORS
LANDSCAPE ARCHITECTS & ENVIRONMENTAL CONSULTANTS
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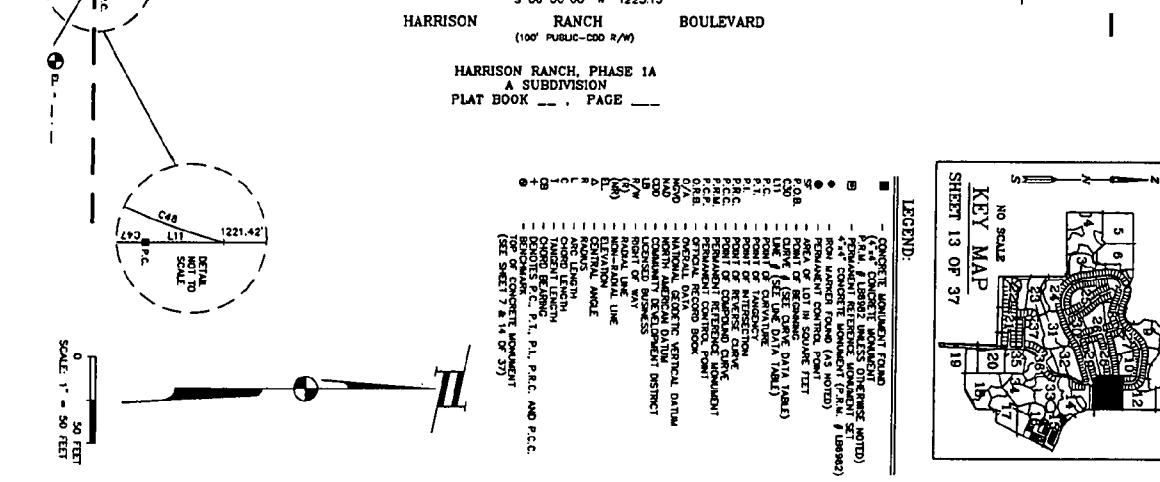
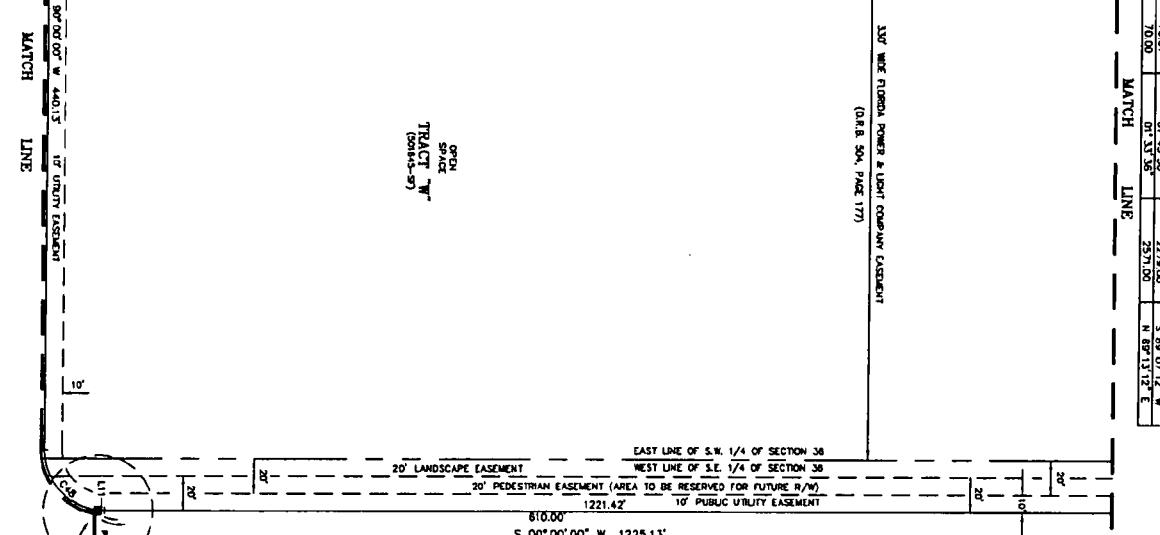
CONTINUED ON SHEET 29 OF 37

CONTINUED ON SHEET 28 OF 37

CONTINUED ON SHEET 10 OF 37



| CURVE | ARC | DELTA | RADIUS | CHORD BEARING | PLAT BOOK | PAGE |
|-------|-----------------|---------------|------------|-----------------|-----------|------|
| C47 | 36.33 | 04° 36' 44" | 700.00 | N 02° 19' 22" W | | |
| C48 | 54.98 | 00° 00' 00" | 35.00 | S 45° 00' 00" W | | |
| C49 | 39.22 | 00° 00' 00" | 35.00 | S 45° 00' 00" W | | |
| C50 | 32.03 | 00° 24' 00" | 25.00 | S 36° 32' 00" W | | |
| L11 | N 00° 00' 00" E | 3.71 | 15.50' 00" | CDD | | |
| L12 | N 00° 00' 00" E | 3.92 | 39.27 | 00° 00' 00" | | |
| L13 | N 00° 00' 00" E | 23.01 | 23.01 | 00° 00' 00" | | |
| L14 | N 00° 00' 00" E | 23.01 | 719.00 | 18° 50' 00" E | | |
| L15 | S 00° 00' 00" W | 50.01 | 27.93 | 00° 46' 00" E | | |
| L16 | S 00° 00' 00" W | 50.13 | 27.94 | 01° 23' 00" E | | |
| L17 | S 00° 00' 00" W | 72.70 | 27.94 | 01° 17' 00" E | | |
| L18 | S 00° 00' 00" W | 50.01 | 23.52 | 00° 53' 00" E | | |
| L19 | S 00° 00' 00" W | 24.22 | 24.22 | 01° 23' 00" E | | |
| C442 | 37.59 | 01° 17' 00" E | 257.00 | S 08° 48' 30" W | | |
| C443 | 33.02 | 00° 53' 00" E | 245.00 | N 08° 48' 30" E | | |
| C444 | 26.52 | 00° 46' 00" E | 227.00 | S 08° 48' 30" W | | |
| C445 | 26.52 | 00° 46' 00" E | 227.00 | N 08° 48' 30" E | | |
| C446 | 20.00 | 01° 43' 36" E | 257.00 | S 08° 48' 30" W | | |
| C447 | 20.00 | 01° 43' 36" E | 257.00 | N 08° 48' 30" E | | |

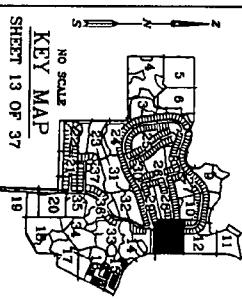


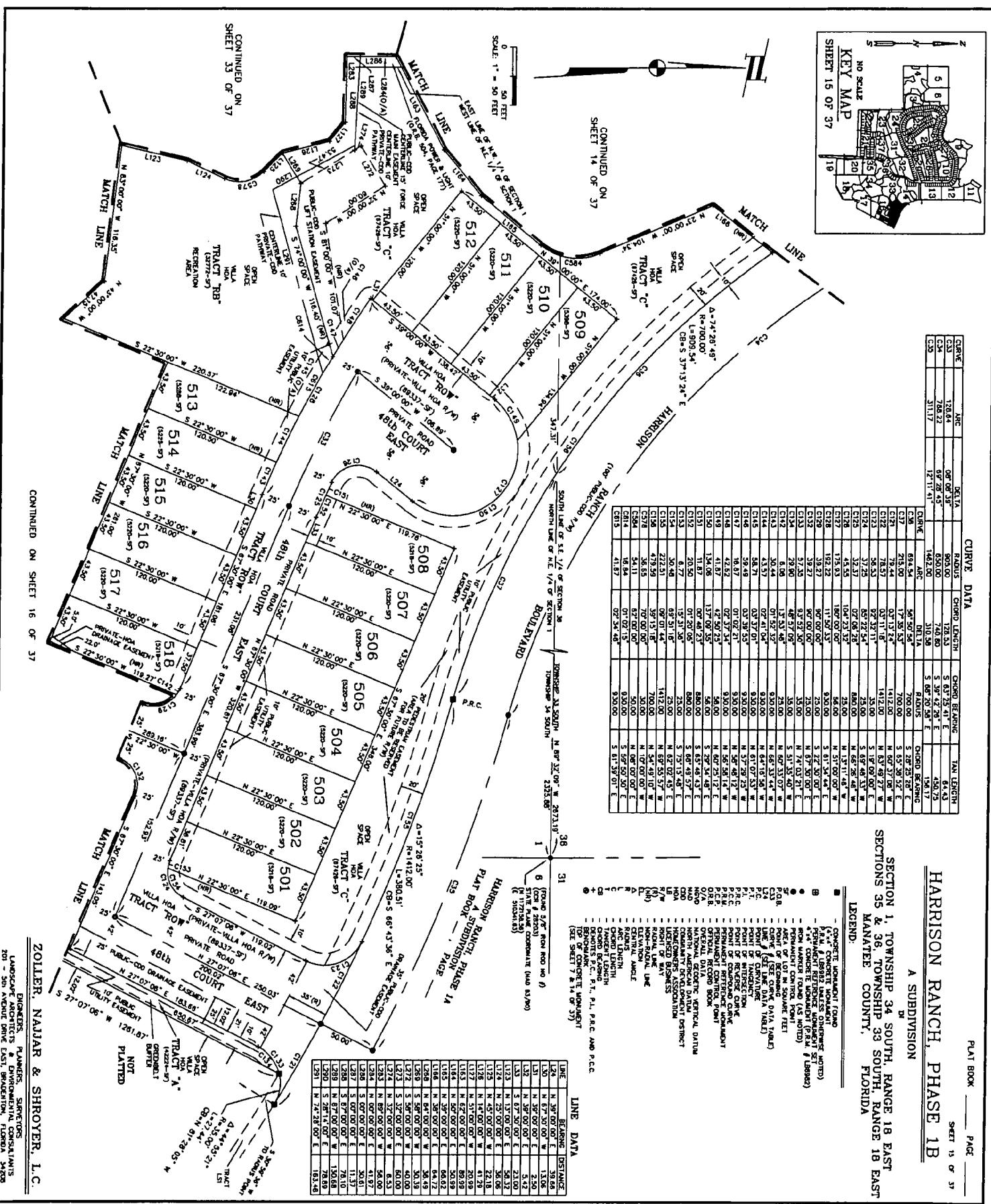
CONTINUED ON SHEET 14 OF 37

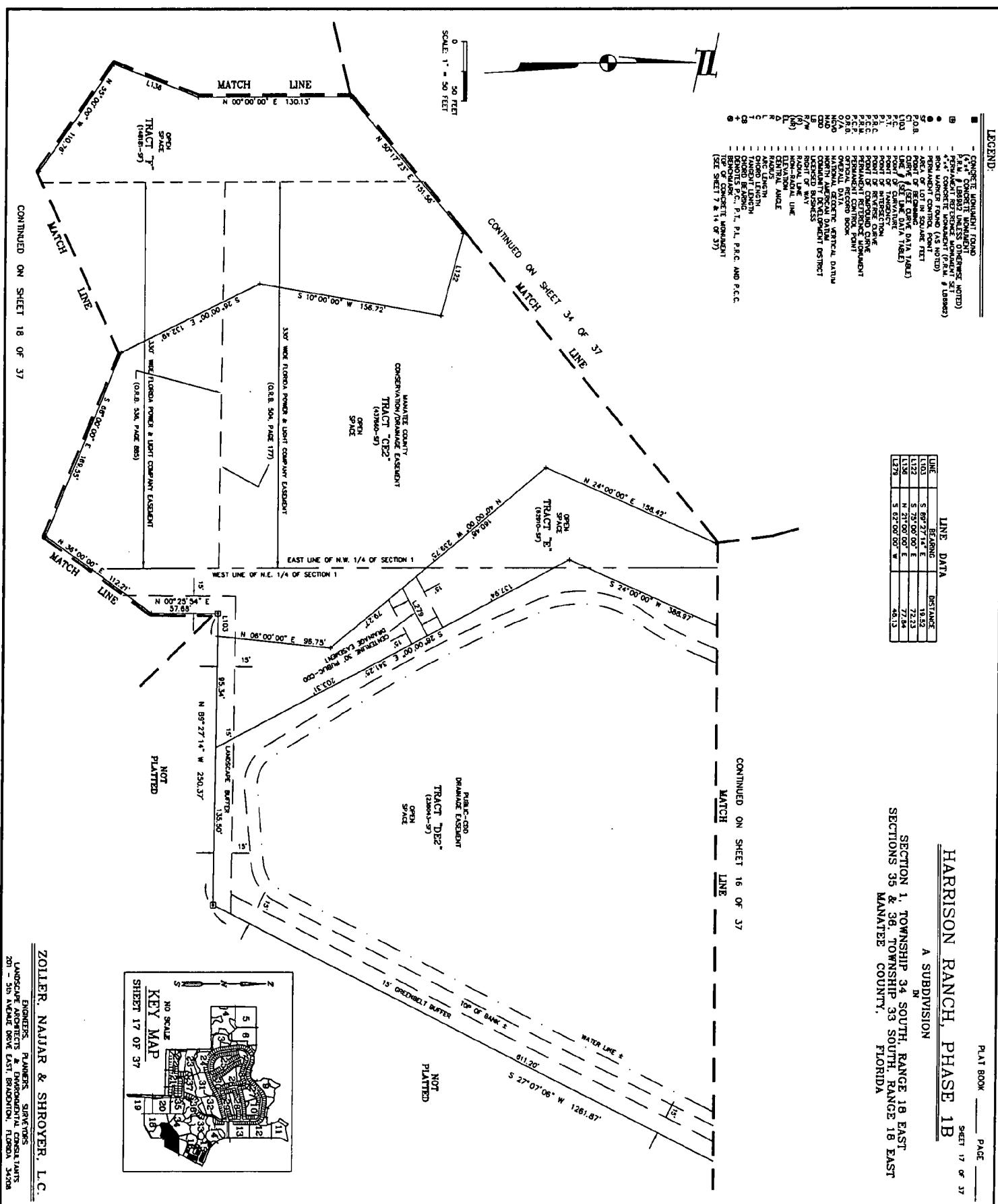
HARRISON RANCH, PHASE 1B

A. SUBDIVISION

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







CONTINUED ON SHEET 19 OF 37

CONTINUED ON SHEET 20 OF 37

CONTINUED ON SHEET 34 OF 37

HARRISON RANCH, PHASE 1B

A SUBDIVISION
IN

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

A map of a residential area with numbered lots (1 through 11) and a key map. The key map shows a grid with numbered squares (1 through 5) and includes a scale bar from 0 to 5 and a north arrow.

| LINE | BEARING | LINE | DATA |
|------|------------------|------|-------|
| | | | |
| L5 | ND 00° 35.54' E | | 26.92 |
| L51 | NS 65° 00' 00" W | | 33.59 |
| L52 | ZN 25° 00' 00" E | | 46.05 |
| L53 | ZN 25° 00' 00" E | | 46.05 |
| L54 | HN 15° 00' 00" W | | 23.46 |
| L55 | HN 15° 00' 00" W | | 23.46 |
| L56 | N 21° 00' 00" E | | 77.84 |

CONTINUED ON SHEET 17 OF 37

CONTINUED ON SHEET 22 OF 37

CONTINUED ON
SHEET 23 OF 37

CONTINUED ON SHEET 37 OF 37

HARRISON RANCH, PHASE 1B
A SUBDIVISION

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

LEGEND

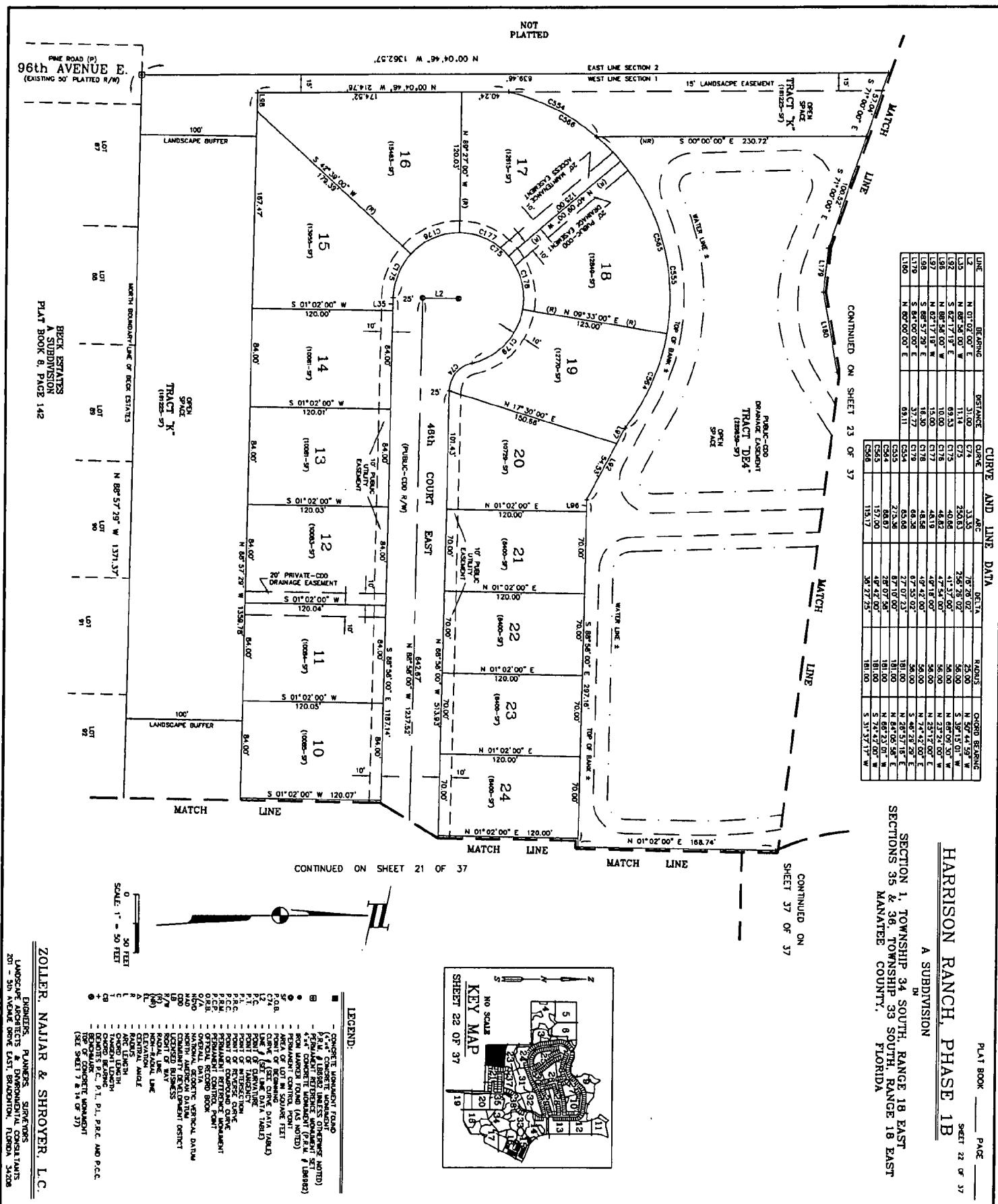
SCALE: 1" = 50 FEET

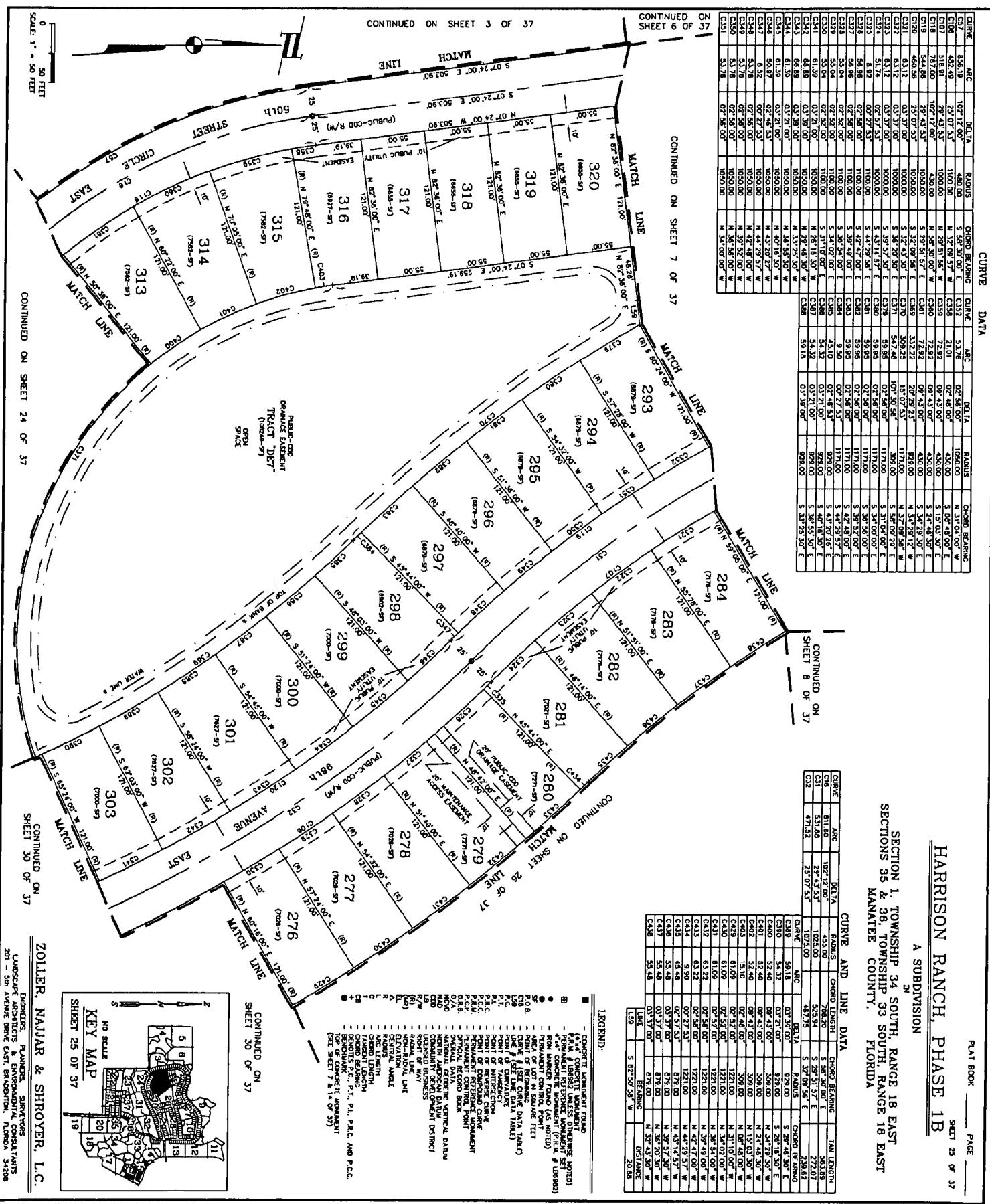
- DENOTES P.C., P.T., P.L., P.R.C. AND P.C.C.
- BENCHMARK
TOP OF CONCRETE MORTMENT
(SEE SHEET 7 & 14 OF 57)

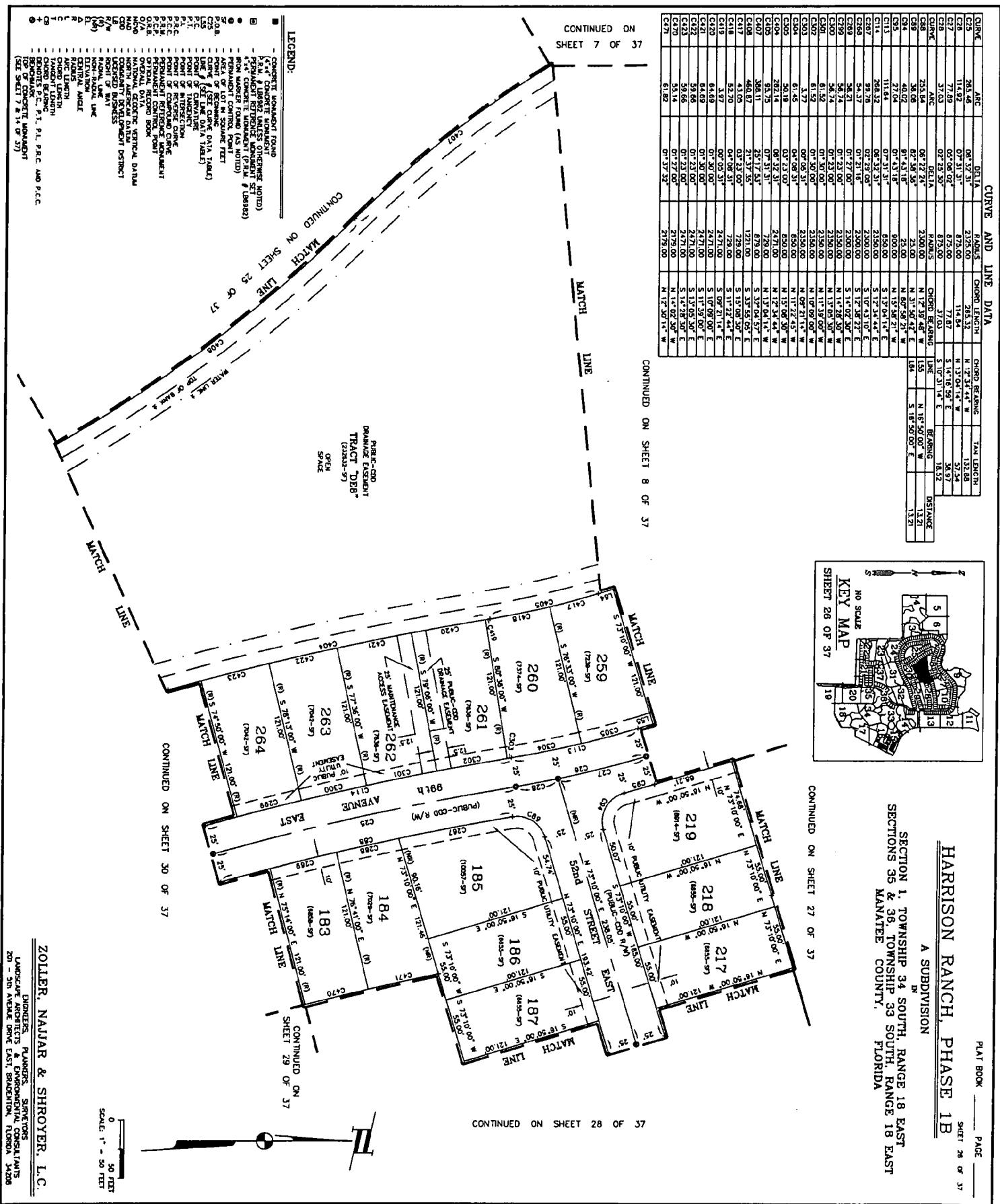
BECK ESTATES
A SUBDIVISION
PLAT BOOK 6, PAGE 142

CONTINUED ON SHEET 20 OF 37

CONTINUED ON SHEET 35 OF 37







LEGEND:

- CONCRETE MONUMENT FOUND
- P.M. (CONCRETE MONUMENT FOUND)
- P.M. (CONCRETE MONUMENT FOUND, NO MARKER NOTED)
- PERMANENT CONCRETE MONUMENT FOUND
- P.M. (CONCRETE MONUMENT FOUND, NO MARKER NOTED)
- IRON MARKER FOUND (AS NOTED)

HARRISON RANCH, PHASE 1B

PAGE
 B
SHEET 27 OF 37

SECTION 1, TOWNSHIP 34 SOUTH, RANGE 16 EAST
SECTIONS 35 & 36, TOWNSHIP 33 SOUTH, RANGE 16 EAST
MANATEE COUNTY, FLORIDA

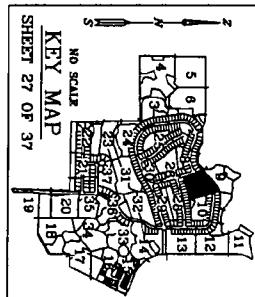
A SUBMISSION

CONTINUED ON SHEET 28 OF 37

SCALE: 1" = 50 FEET

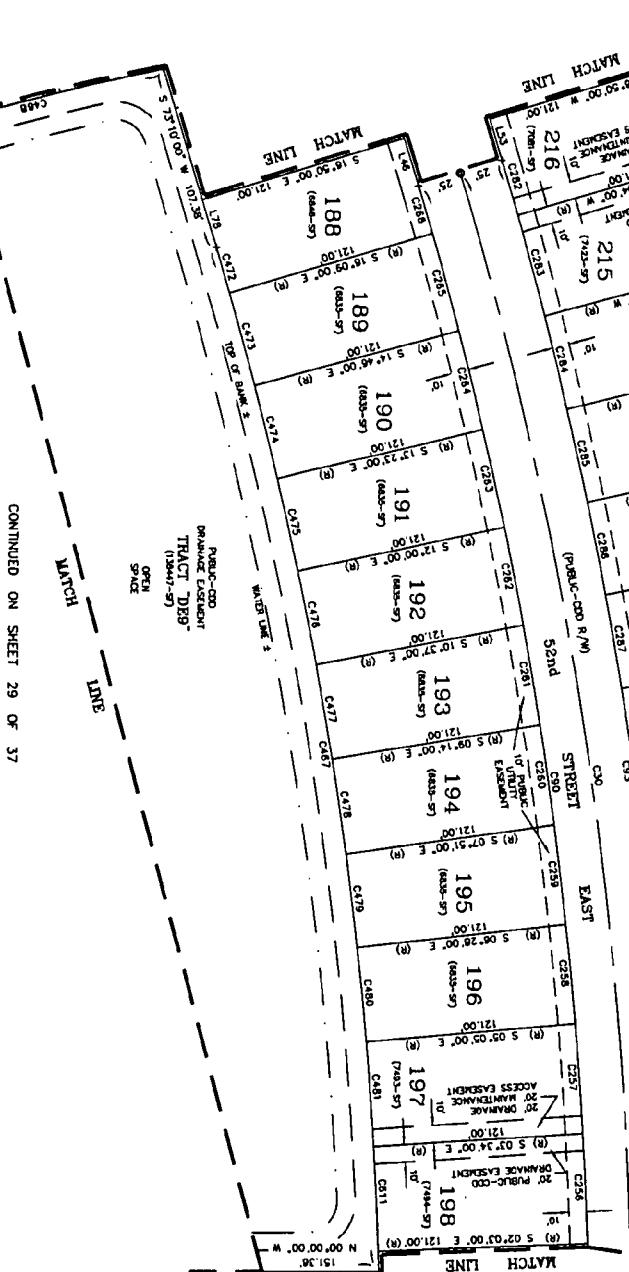
CONTINUED ON SHEET 26 OF 37

CONTINUED ON SHEET 8 OF 37



PUBLIC-COD
DRAINAGE EASEMENT
TRACT "DELO"
(24418-57)
OPEN
SPACE

CONTINUED ON SHEET 26 OF 37



CONTINUED ON SHEET 13 OF 37

0 50 FEET
SCALE: 1° = 50 FEET

HARRISON RANCH, PHASE 1B
A SUBDIVISION
IN

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

CONTINUED ON SHEET 27 OF 37

CONTINUED ON SHEET 10 OF 37

CONTINUED ON
SHEET 30 OF 37

CONTINUED ON SHEET 29 OF 37

ZOLLER, NAJJAR & SHROYER, L.C.

HARRISON RANCH, PHASE 1B

A SUBDIVISION

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

| CURVE | ARC | CURVE AND LINE DATA | |
|-------|-----------------|---------------------|-----------------|
| | | DELTA | RADIUS |
| C514 | 31.08 | 01 48 44" | 999.00 |
| C515 | 277.34 | 15 38 44" | 999.00 |
| C516 | 861.79 | 64 57 00" | 1000.00 |
| C520 | 48.67 | 58 00 00" | 601.00 |
| L101 | 5 50 00 00" | 38.29 | N 77° 07' 30" W |
| L102 | 5 50 00 00" | 42.12 | N 56° 00' 00" W |
| L103 | 5 50 00 00" | 46.98 | |
| L104 | 5 50 00 00" | 51.72 | |
| L105 | 5 50 00 00" | 56.49 | |
| L106 | 5 50 00 00" | 61.25 | |
| L107 | 5 50 00 00" | 65.98 | |
| L108 | 5 50 00 00" | 70.72 | |
| L109 | 5 50 00 00" | 75.45 | |
| L110 | 5 50 00 00" | 80.18 | |
| L111 | 5 50 00 00" | 84.92 | |
| L112 | 5 50 00 00" | 89.65 | |
| L113 | 5 50 00 00" | 94.38 | |
| L114 | 5 50 00 00" | 99.12 | |
| L115 | 5 50 00 00" | 103.85 | |
| L116 | 5 50 00 00" | 108.58 | |
| L117 | 5 50 00 00" | 113.32 | |
| L118 | 5 50 00 00" | 118.05 | |
| L119 | 5 50 00 00" | 122.78 | |
| L120 | 5 50 00 00" | 127.51 | |
| L121 | 5 50 00 00" | 132.24 | |
| L122 | 5 50 00 00" | 136.97 | |
| L123 | 5 50 00 00" | 141.70 | |
| L124 | 5 50 00 00" | 146.43 | |
| L125 | 5 50 00 00" | 151.16 | |
| L126 | 5 50 00 00" | 155.89 | |
| L127 | 5 50 00 00" | 160.62 | |
| L128 | 5 50 00 00" | 165.35 | |
| L129 | 5 50 00 00" | 170.08 | |
| L130 | 5 50 00 00" | 174.81 | |
| L131 | 5 50 00 00" | 179.54 | |
| L132 | 5 50 00 00" | 184.27 | |
| L133 | 5 50 00 00" | 188.00 | |
| L134 | 5 50 00 00" | 192.73 | |
| L135 | 5 50 00 00" | 197.46 | |
| L136 | 5 50 00 00" | 202.19 | |
| L137 | 5 50 00 00" | 206.92 | |
| L138 | 5 50 00 00" | 211.65 | |
| L139 | 5 50 00 00" | 216.38 | |
| L140 | 5 50 00 00" | 221.11 | |
| L141 | 5 50 00 00" | 225.84 | |
| L142 | 5 50 00 00" | 230.57 | |
| L143 | 5 50 00 00" | 235.30 | |
| L144 | 5 50 00 00" | 239.93 | |
| L145 | 5 50 00 00" | 244.66 | |
| L146 | 5 50 00 00" | 249.39 | |
| L147 | 5 50 00 00" | 254.12 | |
| L148 | 5 50 00 00" | 258.85 | |
| L149 | 5 50 00 00" | 263.58 | |
| L150 | 5 50 00 00" | 268.31 | |
| L151 | 5 50 00 00" | 272.94 | |
| L152 | 5 50 00 00" | 277.67 | |
| L153 | 5 50 00 00" | 282.40 | |
| L154 | 5 50 00 00" | 287.13 | |
| L155 | 5 50 00 00" | 291.86 | |
| L156 | 5 50 00 00" | 296.59 | |
| L157 | 5 50 00 00" | 301.32 | |
| L158 | 5 50 00 00" | 306.05 | |
| L159 | 5 50 00 00" | 310.78 | |
| L160 | 5 50 00 00" | 315.51 | |
| L161 | 5 50 00 00" | 319.24 | |
| L162 | 5 50 00 00" | 323.97 | |
| L163 | 5 50 00 00" | 328.70 | |
| L164 | 5 50 00 00" | 333.43 | |
| L165 | 5 50 00 00" | 338.16 | |
| L166 | 5 50 00 00" | 342.89 | |
| L167 | 5 50 00 00" | 347.62 | |
| L168 | 5 50 00 00" | 352.35 | |
| L169 | 5 50 00 00" | 357.08 | |
| L170 | 5 50 00 00" | 361.81 | |
| L171 | 5 50 00 00" | 366.54 | |
| L172 | 5 50 00 00" | 371.27 | |
| L173 | 5 50 00 00" | 375.99 | |
| L174 | 5 50 00 00" | 380.72 | |
| L175 | 5 50 00 00" | 385.45 | |
| L176 | 5 50 00 00" | 390.18 | |
| L177 | 5 50 00 00" | 394.91 | |
| L178 | 5 50 00 00" | 399.64 | |
| L179 | 5 50 00 00" | 404.37 | |
| L180 | 5 50 00 00" | 409.10 | |
| L181 | 5 50 00 00" | 413.83 | |
| L182 | 5 50 00 00" | 418.56 | |
| L183 | 5 50 00 00" | 423.29 | |
| L184 | 5 50 00 00" | 427.99 | |
| L185 | 5 50 00 00" | 432.71 | |
| L186 | 5 50 00 00" | 437.43 | |
| L187 | 5 50 00 00" | 442.15 | |
| L188 | 5 50 00 00" | 446.87 | |
| L189 | 5 50 00 00" | 451.59 | |
| L190 | 5 50 00 00" | 456.31 | |
| L191 | 5 50 00 00" | 461.03 | |
| L192 | 5 50 00 00" | 465.75 | |
| L193 | 5 50 00 00" | 470.47 | |
| L194 | 5 50 00 00" | 475.19 | |
| L195 | 5 50 00 00" | 479.91 | |
| L196 | 5 50 00 00" | 484.63 | |
| L197 | 5 50 00 00" | 489.35 | |
| L198 | 5 50 00 00" | 494.07 | |
| L199 | 5 50 00 00" | 498.79 | |
| L200 | 5 50 00 00" | 503.51 | |
| L201 | 5 50 00 00" | 508.23 | |
| L202 | 5 50 00 00" | 512.95 | |
| L203 | 5 50 00 00" | 517.67 | |
| L204 | 5 50 00 00" | 522.39 | |
| L205 | 5 50 00 00" | 527.11 | |
| L206 | 5 50 00 00" | 531.83 | |
| L207 | 5 50 00 00" | 536.55 | |
| L208 | 5 50 00 00" | 541.27 | |
| L209 | 5 50 00 00" | 545.99 | |
| L210 | 5 50 00 00" | 550.71 | |
| L211 | 5 50 00 00" | 555.43 | |
| L212 | 5 50 00 00" | 560.15 | |
| L213 | 5 50 00 00" | 564.87 | |
| L214 | 5 50 00 00" | 569.59 | |
| L215 | 5 50 00 00" | 574.31 | |
| L216 | 5 50 00 00" | 579.03 | |
| L217 | 5 50 00 00" | 583.75 | |
| L218 | 5 50 00 00" | 588.47 | |
| L219 | 5 50 00 00" | 593.19 | |
| L220 | 5 50 00 00" | 597.91 | |
| L221 | 5 50 00 00" | 602.63 | |
| L222 | 5 50 00 00" | 607.35 | |
| L223 | 5 50 00 00" | 612.07 | |
| L224 | 5 50 00 00" | 616.79 | |
| L225 | 5 50 00 00" | 621.51 | |
| L226 | 5 50 00 00" | 626.23 | |
| L227 | 5 50 00 00" | 630.95 | |
| L228 | 5 50 00 00" | 635.67 | |
| L229 | 5 50 00 00" | 640.39 | |
| L230 | 5 50 00 00" | 645.11 | |
| L231 | 5 50 00 00" | 649.83 | |
| L232 | 5 50 00 00" | 654.55 | |
| L233 | 5 50 00 00" | 659.27 | |
| L234 | 5 50 00 00" | 663.99 | |
| L235 | 5 50 00 00" | 668.71 | |
| L236 | 5 50 00 00" | 673.43 | |
| L237 | 5 50 00 00" | 678.15 | |
| L238 | 5 50 00 00" | 682.87 | |
| L239 | 5 50 00 00" | 687.59 | |
| L240 | 5 50 00 00" | 692.31 | |
| L241 | 5 50 00 00" | 697.03 | |
| L242 | 5 50 00 00" | 701.75 | |
| L243 | 5 50 00 00" | 706.47 | |
| L244 | 5 50 00 00" | 711.19 | |
| L245 | 5 50 00 00" | 715.91 | |
| L246 | 5 50 00 00" | 720.63 | |
| L247 | 5 50 00 00" | 725.35 | |
| L248 | 5 50 00 00" | 729.97 | |
| L249 | 5 50 00 00" | 734.69 | |
| L250 | 5 50 00 00" | 739.41 | |
| L251 | 5 50 00 00" | 744.13 | |
| L252 | 5 50 00 00" | 748.85 | |
| L253 | 5 50 00 00" | 753.57 | |
| L254 | 5 50 00 00" | 758.29 | |
| L255 | 5 50 00 00" | 762.91 | |
| L256 | 5 50 00 00" | 767.63 | |
| L257 | 5 50 00 00" | 772.35 | |
| L258 | 5 50 00 00" | 776.97 | |
| L259 | 5 50 00 00" | 781.69 | |
| L260 | 5 50 00 00" | 786.41 | |
| L261 | 5 50 00 00" | 791.13 | |
| L262 | 5 50 00 00" | 795.85 | |
| L263 | 5 50 00 00" | 800.57 | |
| L264 | 5 50 00 00" | 805.29 | |
| L265 | 5 50 00 00" | 809.91 | |
| L266 | 5 50 00 00" | 814.63 | |
| L267 | 5 50 00 00" | 819.35 | |
| L268 | 5 50 00 00" | 823.97 | |
| L269 | 5 50 00 00" | 828.69 | |
| L270 | 5 50 00 00" | 833.41 | |
| L271 | 5 50 00 00" | 838.13 | |
| L272 | 5 50 00 00" | 842.85 | |
| L273 | 5 50 00 00" | 847.57 | |
| L274 | 5 50 00 00" | 852.29 | |
| L275 | 5 50 00 00" | 856.91 | |
| L276 | 5 50 00 00" | 861.63 | |
| L277 | 5 50 00 00" | 866.35 | |
| L278 | 5 50 00 00" | 871.07 | |
| L279 | 5 50 00 00" | 875.79 | |
| L280 | 5 50 00 00" | 880.51 | |
| L281 | 5 50 00 00" | 885.23 | |
| L282 | 5 50 00 00" | 889.95 | |
| L283 | 5 50 00 00" | 894.67 | |
| L284 | 5 50 00 00" | 899.39 | |
| L285 | 5 50 00 00" | 904.11 | |
| L286 | 5 50 00 00" | 908.83 | |
| L287 | 5 50 00 00" | 913.55 | |
| L288 | 5 50 00 00" | 918.27 | |
| L289 | 5 50 00 00" | 922.99 | |
| L290 | 5 50 00 00" | 927.71 | |
| L291 | 5 50 00 00" | 932.43 | |
| L292 | 5 50 00 00" | 937.15 | |
| L293 | 5 50 00 00" | 941.87 | |
| L294 | 5 50 00 00" | 946.59 | |
| L295 | 5 50 00 00" | 951.31 | |
| L296 | 5 50 00 00" | 956.03 | |
| L297 | 5 50 00 00" | 960.75 | |
| L298 | 5 50 00 00" | 965.47 | |
| L299 | 5 50 00 00" | 970.19 | |
| L300 | 5 50 00 00" | 974.91 | |
| L301 | 5 50 00 00" | 979.63 | |
| L302 | 5 50 00 00" | 984.35 | |
| L303 | 5 50 00 00" | 989.07 | |
| L304 | 5 50 00 00" | 993.79 | |
| L305 | 5 50 00 00" | 998.51 | |
| L306 | 5 50 00 00" | 1003.23 | |
| L307 | 5 50 00 00" | 1007.95 | |
| L308 | 5 50 00 00" | 1012.67 | |
| L309 | 5 50 00 00" | 1017.39 | |
| L310 | 5 50 00 00" | 1022.11 | |
| L311 | 5 50 00 00" | 1026.83 | |
| L312 | 5 50 00 00" | 1031.55 | |
| L313 | 5 50 00 00" | 1036.27 | |
| L314 | 5 50 00 00" | 1040.99 | |
| L315 | 5 50 00 00" | 1045.71 | |
| L316 | 5 50 00 00" | 1050.43 | |
| L317 | 5 50 00 00" | 1055.15 | |
| L318 | 5 50 00 00" | 1059.87 | |
| L319 | 5 50 00 00" | 1064.59 | |
| L320 | 5 50 00 00" | 1069.31 | |
| L321 | 5 50 00 00" | 1074.03 | |
| L322 | 5 50 00 00" | 1078.75 | |
| L323 | 5 50 00 00" | 1083.47 | |
| L324 | 5 50 00 00" | 1088.19 | |
| L325 | 5 50 00 00" | 1092.91 | |
| L326 | 5 50 00 00" | 1097.63 | |
| L327 | 5 50 00 00" | 1102.35 | |
| L328 | 5 50 00 00" | 1107.07 | |
| L329 | 5 50 00 00" | 1111.79 | |
| L330 | 5 50 00 00" | 1116.51 | |
| L331 | 5 50 00 00" | 1121.23 | |
| L332 | 5 50 00 00" | 1125.95 | |
| L333 | 5 50 00 00" | 1130.67 | |
| L334 | 5 50 00 00" | 1135.39 | |
| L335 | 5 50 00 00" | 1140.11 | |
| L336 | 5 50 00 00" | 1144.83 | |
| L337 | 5 50 00 00" | 1149.55 | |
| L338 | 5 50 00 00" | 1154.27 | |
| L339 | 5 50 00 00" | 1158.99 | |
| L340 | 5 50 00 00" | 1163.71 | |
| L341 | 5 50 00 00" | 1168.43 | |
| L342 | 5 50 00 00" | 1173.15 | |
| L343 | 5 50 00 00" | 1177.87 | |
| L344 | 5 50 00 00" | 1182.59 | |
| L345 | 5 50 00 00" | 1187.31 | |
| L346 | 5 50 00 00" | 1192.03 | |
| L347 | 5 50 00 00" | 1196.75 | |
| L348 | 5 50 00 00" | 1201.47 | |
| L349 | 5 50 00 00" | 1206.19 | |
| L350 | 5 50 00 00" | 1210.91 | |
| L351 | 5 50 00 00" | 1215.63 | |
| L352 | 5 50 00 00"</td | | |

HARRISON RANCH, PHASE 1B

A SUBDIVISION IN

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

PLAY BOOK PAGE

SHEET 33 OF 37

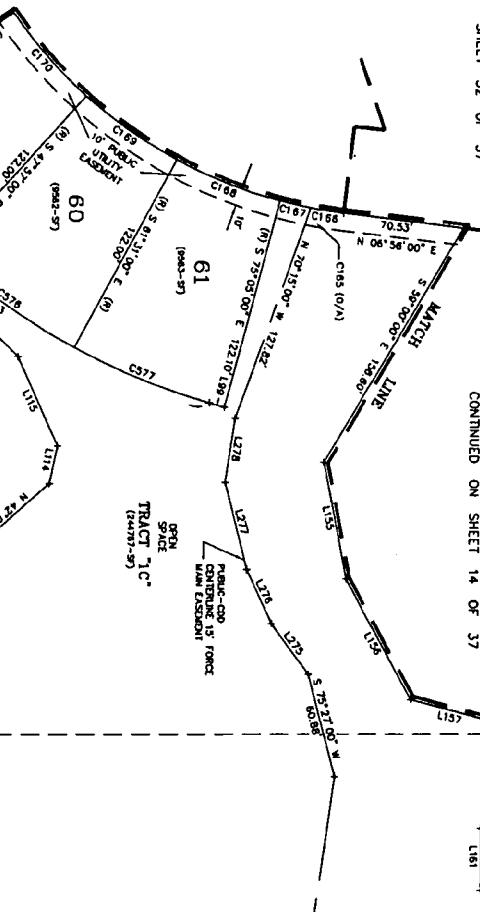
CONTINUED ON SHEET 36 OF 37

CONTINUED ON SHEET 32 OF 37

CONTINUED ON SHEET 14 OF 37

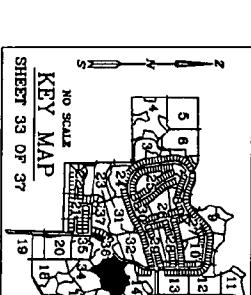
TRACT "C"
(4440-57)
OPEN
SPACE

TRACT "C"
(4440-57)
OPEN
SPACE



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| 100 | S 16°13'00" W | 8.90 |
| 1000 | S 54°03'00" W | 31.97 |
| 1100 | S 45°00'00" W | 34.87 |
| 1110 | S 30°00'00" W | 32.11 |
| 1111 | S 27°00'00" W | 43.35 |
| 1112 | N 19°00'00" W | 77.52 |
| 1113 | N 09°00'00" W | 68.00 |
| 1114 | N 18°00'00" W | 22.28 |
| 1115 | S 05°00'00" W | 58.33 |
| 1116 | S 45°00'00" W | 80.86 |
| 1117 | S 21°00'00" W | 64.59 |
| 1118 | S 35°00'00" E | 61.13 |
| 1119 | N 09°00'00" E | 2.09 |
| 1120 | N 47°00'00" E | 35.12 |
| 1121 | N 32°00'00" E | 13.51 |
| 1122 | N 15°00'00" E | 76.77 |
| 1123 | N 09°00'00" E | 52.98 |
| 1124 | N 21°00'00" E | 22.50 |
| 1125 | N 35°00'00" E | 56.23 |
| 1126 | N 51°00'00" E | 42.10 |
| 1127 | N 50°00'00" W | 26.03 |
| 1128 | S 05°00'00" E | 50.80 |
| 1129 | N 07°00'00" E | 45.03 |
| 1130 | N 22°00'00" E | 17.54 |
| 1131 | N 19°00'00" E | 17.54 |
| 1132 | N 07°00'00" E | 36.28 |
| 1133 | N 45°00'00" E | 31.14 |
| 1134 | S 45°00'00" W | 31.21 |
| 1135 | N 61°00'00" E | 52.36 |
| 1136 | S 45°00'00" W | 52.36 |
| 1137 | S 23°00'00" E | 37.21 |
| 1138 | N 81°30'00" W | 41.97 |
| 1139 | N 07°00'00" E | 60.83 |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| 1140 | S 45°00'00" W | 34.87 |
| 1141 | S 23°00'00" E | 37.21 |
| 1142 | N 81°30'00" W | 41.97 |
| 1143 | N 07°00'00" E | 60.83 |



KEY MAP
SHEET 33 OF 37

NO SCALE

1 100000

0
50
100
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6900

CONTINUED ON
SHEET 20 OF 37

CONTINUED ON SHEET 35 OF 37

CONTINUED ON SHEET 36 OF 37

| LINE | BEARING | DISTANCE |
|------|-----------------|----------|
| L104 | N 07° 00' 00" W | 49.08 |
| L109 | N 45° 00' 00" W | 34.87 |
| L110 | S 90° 00' 00" W | 32.11 |
| L111 | S 27° 00' 00" W | 45.35 |

LINE
DATA

ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅՈՒՆ

A SUBMISSION

1

3307 WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT
(O.R.B. 504, PAGE 177)

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

NO SCALE

KEY MAP

SHEET 34 OF 37

CONTINUED ON SHEET 16 OF 37

CONSERVATION, DRAINAGE EASEMENT
BROWARD COUNTY
TRACT "CE2"
(437880-57)
OPEN

CONTINUED ON SHEET 18 OF 37

CONTINUED

0 50 FEET
SCALE 1" = 50 FEET

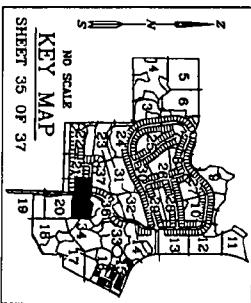
ZOLLER, NAJJAR & SHROYER, L.C.

HARRISON RANCH, PHASE 1B

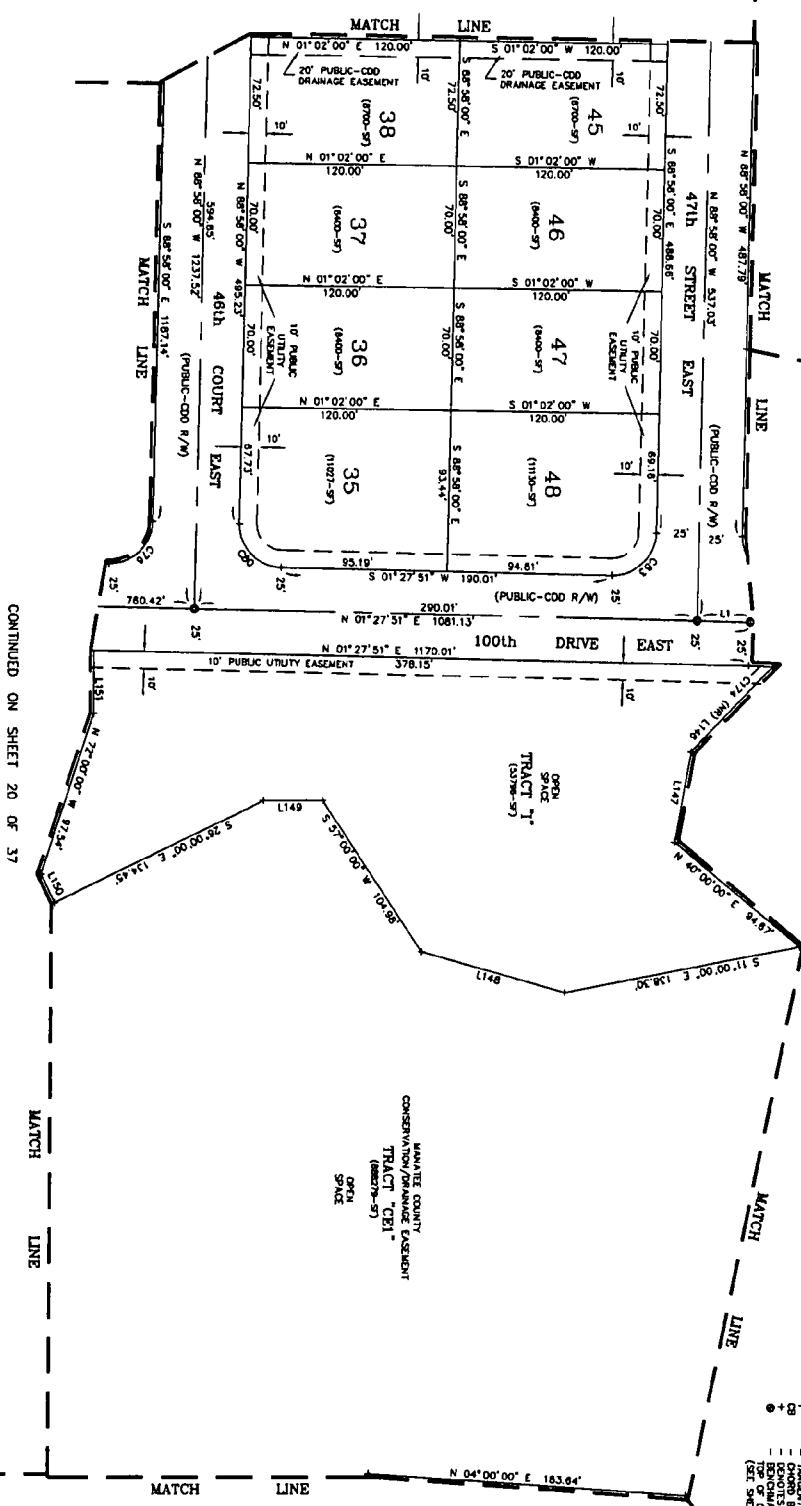
SECTION 1, SECTION 1, SECTION 1,
TOWNSHIP 34 SOUTH, RANGE 18 EAST
TOWNSHIP 34 SOUTH, RANGE 18 EAST
TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

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PHASE 1B PLAT BOOK PAGE
Sheet 35 of 37



| CLINE | ABC | CURVE A |
|-------|-----------------|---------|
| C78 | 39.46 | 80° 2' |
| C80 | 39.00 | 80° 2' |
| C83 | 39.44 | 80° 2' |
| C74 | 14.00 | 80° 2' |
| LINE | BARING | DIST |
| L1 | N 01° 27' E | 027.00 |
| L146 | S 46° 00' 00" E | |
| L147 | S 80° 00' 00" E | |
| L148 | S 16° 00' 00" W | |
| L149 | S 07° 00' 00" W | |
| L150 | S 64° 00' 00" W | |
| L151 | S 90° 00' 00" W | |



CONTINUED ON SHEET 34 OF 37

CONTINUED ON SHEET 20 OF 37

CONTINUED ON SHEET 36 OF 37

**EXHIBIT "C"
List of Holdings
HARRISON RANCH 1B**

The Harrison Ranch Homeowner's Association will not own any property within the boundary of the Harrison Ranch Phase 1B final plat. All common areas will be held by the Harrison Ranch Community Development District when formed except for the following tracts which will be held and maintained by the Villa Homeowner's Association.

- Villa HOA Tract A:** Consists of a .96 acre (mol) parcel of land designated as open space and includes a 25' drainage easement, a 15' greenbelt buffer and a 10' utility easement.
- Villa HOA Tract B:** Consists of a .77 acre (mol) parcel of land designated as open space and includes a 10' utility easement and a 20' drainage easement.
- Villa HOA Tract C:** Consists of a 7.16 acre (mol) parcel of land designated as open space and includes a 10' utility easement, a 20' pedestrian easement (area to be reserved for future R/W), a lift station easement, a 15' force main easement and a 330' wide Florida Power & Light Company easement recorded in O.R.B. 536, page 885.
- Villa HOA Tract RB:** Consists of a 0.75 acre (mol) parcel of land designated as recreation area and open space and includes a 10' utility easement.
- Villa HOA Tract ROW:** Consists of a 2.05 acre (mol) parcel of land designated as private road (Private –Villa HOA right of way) and includes 48th Court East, 105th Avenue East and a 25' Public-CDD drainage easement.

Exhibit "D"

Villas at Harrison Ranch Homeowners' Association, Inc. (1B Plat)
Manatee County, Florida

Estimated Budget for Ten Years from 2005 - 2014

| Description | Annual Per Lot 30 | 2005 30 | 2006 30 | 2007 30 | 2008 30 | 2009 30 | 2010 30 | 2011 30 | 2012 30 | 2013 30 | 2014 30 | Total 30 |
|-------------------------------------|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------|
| Lots for Assessment | \$ 392.00 | \$ 392.00 | \$ 399.84 | \$ 407.84 | \$ 415.99 | \$ 424.31 | \$ 432.80 | \$ 441.46 | \$ 450.26 | \$ 459.29 | \$ 468.48 | \$ 4,292.29 |
| Monthly Assessment Per Home | 2% | 100% | 102% | 104% | 106% | 108% | 110% | 112% | 114% | 116% | 118% | |
| Cost of Living Increase | | | | | | | | | | | | |
| Assessments | \$ 141,120 | \$ 141,120 | \$ 143,942 | \$ 146,821 | \$ 149,758 | \$ 152,753 | \$ 155,808 | \$ 158,924 | \$ 162,103 | \$ 165,345 | \$ 168,651 | \$ 1,545,225 |
| Operating Expenses: | | | | | | | | | | | | |
| Legal / Professional Fees | \$ 1,200.00 | \$ 1,200.00 | \$ 1,224.00 | \$ 1,248.48 | \$ 1,273.45 | \$ 1,298.92 | \$ 1,324.90 | \$ 1,351.39 | \$ 1,378.42 | \$ 1,405.99 | \$ 1,434.11 | \$ 13,139.67 |
| Accounting / Tax Prep | \$ 300.00 | \$ 300.00 | \$ 306.00 | \$ 312.12 | \$ 318.36 | \$ 324.73 | \$ 331.22 | \$ 337.85 | \$ 351.50 | \$ 358.53 | \$ 364.92 | \$ 3,284.92 |
| Dues, Licenses, Permits | \$ 120.00 | \$ 120.00 | \$ 124.40 | \$ 124.85 | \$ 127.34 | \$ 129.89 | \$ 132.49 | \$ 135.14 | \$ 137.84 | \$ 140.60 | \$ 143.41 | \$ 1,313.97 |
| Corporate Filing | \$ 62.00 | \$ 62.00 | \$ 63.24 | \$ 64.50 | \$ 65.79 | \$ 67.11 | \$ 68.45 | \$ 69.82 | \$ 71.22 | \$ 72.64 | \$ 74.10 | \$ 678.88 |
| Website | \$ 430.00 | \$ 430.00 | \$ 438.60 | \$ 447.37 | \$ 456.32 | \$ 465.45 | \$ 474.75 | \$ 484.25 | \$ 493.93 | \$ 503.81 | \$ 513.89 | \$ 4,708.38 |
| Administrative Expenses | \$ 1,473.00 | \$ 1,473.00 | \$ 1,502.46 | \$ 1,521.51 | \$ 1,553.16 | \$ 1,594.42 | \$ 1,626.31 | \$ 1,658.84 | \$ 1,692.03 | \$ 1,725.85 | \$ 1,760.37 | \$ 16,128.94 |
| Payment Coupon Books | \$ 240.00 | \$ 240.00 | \$ 244.80 | \$ 249.70 | \$ 254.69 | \$ 259.78 | \$ 264.98 | \$ 270.28 | \$ 275.68 | \$ 281.20 | \$ 286.82 | \$ 2,627.93 |
| Management Fees | \$ 6,000.00 | \$ 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 |
| Common Area Maintenance | \$ 2,400.00 | \$ 2,400.00 | \$ 2,448.00 | \$ 2,496.96 | \$ 2,546.90 | \$ 2,597.84 | \$ 2,649.79 | \$ 2,702.79 | \$ 2,756.85 | \$ 2,811.98 | \$ 2,868.22 | \$ 26,279.33 |
| Passive Park Maintenance | \$ 720.00 | \$ 720.00 | \$ 729.40 | \$ 749.09 | \$ 764.07 | \$ 779.35 | \$ 794.94 | \$ 810.84 | \$ 827.05 | \$ 843.59 | \$ 860.47 | \$ 7,883.80 |
| Entrance Gate Maintenance | \$ 1,500.00 | \$ 1,500.00 | \$ 1,530.00 | \$ 1,560.60 | \$ 1,591.81 | \$ 1,623.65 | \$ 1,656.12 | \$ 1,689.24 | \$ 1,723.03 | \$ 1,757.49 | \$ 1,792.64 | \$ 16,424.56 |
| Landscaping Contract | \$ 60,000.00 | \$ 60,000.00 | \$ 61,200.00 | \$ 62,424.00 | \$ 63,672.48 | \$ 64,945.93 | \$ 66,244.85 | \$ 67,569.75 | \$ 68,921.14 | \$ 70,299.56 | \$ 71,705.55 | \$ 656,983.26 |
| Plant / Sod Replacement | \$ 2,400.00 | \$ 2,400.00 | \$ 2,448.00 | \$ 2,496.96 | \$ 2,546.90 | \$ 2,597.84 | \$ 2,649.79 | \$ 2,702.79 | \$ 2,756.85 | \$ 2,811.98 | \$ 2,868.22 | \$ 26,279.33 |
| Irrigation Maintenance | \$ 1,200.00 | \$ 1,200.00 | \$ 1,224.00 | \$ 1,248.48 | \$ 1,273.45 | \$ 1,298.92 | \$ 1,324.90 | \$ 1,351.39 | \$ 1,378.42 | \$ 1,405.99 | \$ 1,434.11 | \$ 13,139.67 |
| Pressure Washing | \$ 1,500.00 | \$ 1,500.00 | \$ 1,530.00 | \$ 1,560.60 | \$ 1,591.81 | \$ 1,623.65 | \$ 1,656.12 | \$ 1,689.24 | \$ 1,723.03 | \$ 1,757.49 | \$ 1,792.64 | \$ 16,424.58 |
| Termite Renewal | \$ 3,600.00 | \$ 3,600.00 | \$ 3,672.00 | \$ 3,745.44 | \$ 3,820.35 | \$ 3,896.76 | \$ 3,974.69 | \$ 4,054.18 | \$ 4,135.27 | \$ 4,217.97 | \$ 4,302.33 | \$ 39,419.00 |
| Insurance | \$ 42,000.00 | \$ 42,000.00 | \$ 43,840.00 | \$ 44,562.15 | \$ 45,297.84 | \$ 46,711.39 | \$ 47,298.82 | \$ 48,441.80 | \$ 49,209.69 | \$ 50,193.89 | \$ 50,193.89 | \$ 459,888.28 |
| Water / Sewer | \$ 1,500.00 | \$ 1,500.00 | \$ 1,530.00 | \$ 1,560.60 | \$ 1,591.81 | \$ 1,623.65 | \$ 1,656.12 | \$ 1,689.24 | \$ 1,723.03 | \$ 1,757.49 | \$ 1,792.64 | \$ 16,424.58 |
| Electricity | \$ 1,800.00 | \$ 1,800.00 | \$ 1,836.00 | \$ 1,872.72 | \$ 1,910.17 | \$ 1,948.38 | \$ 1,987.35 | \$ 2,027.09 | \$ 2,067.63 | \$ 2,108.99 | \$ 2,151.17 | \$ 19,709.50 |
| Trash | \$ 3,600.00 | \$ 3,600.00 | \$ 3,672.00 | \$ 3,745.44 | \$ 3,820.35 | \$ 3,896.76 | \$ 3,974.69 | \$ 4,054.18 | \$ 4,135.27 | \$ 4,217.97 | \$ 4,302.33 | \$ 39,419.00 |
| Phone (Gate) | \$ 75.00 | \$ 75.00 | \$ 76.50 | \$ 78.03 | \$ 79.59 | \$ 81.18 | \$ 82.81 | \$ 84.46 | \$ 86.15 | \$ 87.87 | \$ 89.63 | \$ 821.23 |
| Total Operating Expenses: | \$ 132,120.00 | \$ 132,120.00 | \$ 134,762.40 | \$ 137,457.65 | \$ 140,206.80 | \$ 143,010.94 | \$ 145,871.16 | \$ 148,788.58 | \$ 151,764.35 | \$ 154,799.64 | \$ 157,995.63 | \$ 1,446,677.14 |
| Reserves: | | | | | | | | | | | | |
| Painting | \$ 3,000.00 | \$ 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 |
| Paving | \$ 1,200.00 | \$ 1,200.00 | \$ 1,224.00 | \$ 1,248.48 | \$ 1,273.45 | \$ 1,298.92 | \$ 1,324.90 | \$ 1,351.39 | \$ 1,378.42 | \$ 1,405.99 | \$ 1,434.11 | \$ 13,139.67 |
| Roofing | \$ 2,400.00 | \$ 2,400.00 | \$ 2,448.00 | \$ 2,496.96 | \$ 2,546.90 | \$ 2,597.84 | \$ 2,649.79 | \$ 2,702.79 | \$ 2,756.85 | \$ 2,811.98 | \$ 2,868.22 | \$ 26,279.33 |
| Entry Feature / Gate | \$ 1,200.00 | \$ 1,200.00 | \$ 1,224.00 | \$ 1,248.48 | \$ 1,273.45 | \$ 1,298.92 | \$ 1,324.90 | \$ 1,351.39 | \$ 1,378.42 | \$ 1,405.99 | \$ 1,434.11 | \$ 13,139.67 |
| General | \$ 1,200.00 | \$ 1,200.00 | \$ 1,224.00 | \$ 1,248.48 | \$ 1,273.45 | \$ 1,298.92 | \$ 1,324.90 | \$ 1,351.39 | \$ 1,378.42 | \$ 1,405.99 | \$ 1,434.11 | \$ 13,139.67 |
| Total Reserves: | \$ 9,000.00 | \$ 9,000.00 | \$ 9,180.00 | \$ 9,363.60 | \$ 9,550.87 | \$ 9,741.89 | \$ 9,936.73 | \$ 10,133.46 | \$ 10,338.17 | \$ 10,544.93 | \$ 10,755.83 | \$ 98,547.49 |
| TOTAL ANNUAL EXPENSES: | \$ 141,120.00 | \$ 141,120.00 | \$ 143,942.40 | \$ 146,821.25 | \$ 149,757.67 | \$ 152,752.83 | \$ 155,807.88 | \$ 158,924.04 | \$ 162,102.52 | \$ 165,344.57 | \$ 168,651.46 | \$ 1,545,224.63 |
| MONTHLY ASSESSMENT PER HOME: | \$ 11,760.00 | \$ 11,760.00 | \$ 11,995.20 | \$ 12,235.10 | \$ 12,479.81 | \$ 12,729.40 | \$ 12,983.99 | \$ 13,243.67 | \$ 13,508.54 | \$ 13,778.71 | \$ 14,054.29 | \$ 128,768.72 |
| ANNUAL ASSESSMENT PER HOME: | \$ 392.00 | \$ 392.00 | \$ 399.84 | \$ 407.84 | \$ 415.99 | \$ 424.31 | \$ 432.80 | \$ 441.46 | \$ 450.28 | \$ 459.29 | \$ 468.48 | \$ 4,292.29 |

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 VILLAS AT HARRISON RANCH (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 Villas at 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-rat edly 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 Villas at 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.

| | |
|----------------|--|
| Bi-Weekly: | Landscape and Lawn Service |
| Monthly: | Tree Landscape Service |
| Quarterly: | Cleaning and maintenance of all lake areas. |
| Yearly: | Painting and repair of the gated entry feature, trees and shrubbery if necessary. |
| | Inspections and the necessary repair/replacement of pavement, painting and cleaning of the buildings, and building roofs 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 THE VILLAS AT 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 THE VILLAS AT 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 VILLAS AT HARRISON RANCH AUTOMATICALLY MAKES YOU A MEMBER OF THE HARRISON RANCH HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION") AND THE VILLAS AT HARRISON RANCH HOMEOWNERS' ASSOCIATION, INC. (THE VILLAS ASSOCIATION). YOU ARE OBLIGATED TO BE A MEMBER OF THE ASSOCIATIONS SO LONG AS YOU OWN A LOT WITHIN THE SUBDIVISION.
3. THE ASSOCIATIONS HAVE 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 DECLARATIONS, YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO BOTH ASSOCIATIONS.
4. THE INITIAL PROPOSED ASSESSMENT BY THE ASSOCIATION IS EIGHTY DOLLARS (\$80) ANNUALLY FOR EACH LOT. THE INITIAL PROPOSED ASSESSMENT BY THE VILLAS ASSOCIATION IS THREE HUNDRED NINETY TWO DOLLARS (\$392) PER MONTH FOR EACH LOT. YOU ARE HEREBY NOTIFIED THAT THE ASSOCIATIONS MAY INCREASE THAT AMOUNT AS MAY BE REQUIRED TO MAINTAIN THE AMENITIES OF THE SUBDIVISIONS IN THE MANNER PROVIDED IN THE DECLARATIONS AND THE BYLAWS.
5. THERE IS A ONE TIME CAPITAL CONTRIBUTION FEE, PAYABLE TO THE VILLAS

ASSOCIATION, IN THE AMOUNT EQUAL TO TWO TIMES THE MONTHLY ASSESSMENTS 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 ASSOCIATIONS. 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 SUBDIVISIONS.
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 ASSOCIATIONS 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' ASSOCIATIONS.
11. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE DECLARATIONS OR OTHER GOVERNING DOCUMENTS OF THE ASSOCIATIONS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF PARCEL OWNERS.
12. THE DEVELOPER WILL BE RESPONSIBLE FOR THE PLANTING OF TREES AND THE VILLAS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF TREES ON SUCH LOTS WITHIN THE VILLAS ASSOCIATION 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 2137, PAGE 1603.
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 DECLARATIONS, OR ANY LOT SALES CONTRACT BETWEEN BUYER AND DECLARANT. YOU SHOULD REFER TO THE DECLARATIONS AND THE ASSOCIATIONS GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY WITHIN THE SUBDIVISION.
18. THE GOVERNING DOCUMENTS OF THE ASSOCIATIONS, INCLUDING THE DECLARATIONS, 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

SCHEDULE 1
Page 1 of 1
LOT TREE CHART (STREET TREES & SUPPLEMENTAL TREES - TOTAL)
HARRISON RANCH PHASE 1-B VILLAS ONLY

| TABLE I | | | | |
|---------|------|----|----|--|
| LOT # | 2.5" | 5" | 7" | |
| 501 | 1 | 0 | 0 | |
| 502 | 1 | 0 | 0 | |
| 503 | 1 | 0 | 0 | |
| 504 | 1 | 0 | 0 | |
| 505 | 1 | 0 | 0 | |
| 506 | 1 | 0 | 0 | |
| 507 | 1 | 0 | 0 | |
| 508 | 1 | 0 | 0 | |
| 509 | 1 | 0 | 0 | |
| 510 | 1 | 0 | 0 | |
| 511 | 1 | 0 | 0 | |
| 512 | 1 | 0 | 0 | |
| 513 | 1 | 0 | 0 | |
| 514 | 1 | 0 | 0 | |
| 515 | 1 | 0 | 0 | |
| 516 | 1 | 0 | 0 | |
| 517 | 1 | 0 | 0 | |
| 518 | 1 | 0 | 0 | |
| 519 | 1 | 0 | 0 | |
| 520 | 1 | 0 | 0 | |
| 521 | 1 | 0 | 0 | |
| 522 | 1 | 0 | 0 | |
| 523 | 1 | 0 | 0 | |
| 524 | 1 | 0 | 0 | |
| 525 | 1 | 0 | 0 | |
| 526 | 1 | 0 | 0 | |
| 527 | 1 | 0 | 0 | |
| 528 | 1 | 0 | 0 | |
| 529 | 1 | 0 | 0 | |
| 530 | 1 | 0 | 0 | |
| TOTAL | 30 | 0 | 0 | |

NOTE: THIS IS DUPLICATE INFORMATION TO THAT PROVIDED IN THE HARRISON RANCH 1-B MASTER ASSOCIATION DOCUMENTS
AND IS NOT IN ANY WAY AN ADDITION TO THE INFORMATION PROVIDED IN THE 1-B MASTER ASSOCIATION DOCUMENTS

*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.