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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS OF COUNTRY CREEK SUBDIVISION**

WHEREAS, the original Declaration of Covenants, Conditions, Easements, and Restrictions of Country Creek Subdivision was recorded at Official Records Book 1511, Page 2223, et seq., Public Records of Manatee County, Florida, and

WHEREAS, there have been amendments to the Declaration, including amendments submitting Country Creek Phases II and III to the Subdivision, as reflected by instruments recorded in the Public Records, and

WHEREAS, a significant package of amendments was recently approved by not less than two-thirds of the members present in person or by proxy at a membership meeting held on June 25, 2002, which vote exceeded the minimum vote necessary of not less than fifty one (51%) of the entire voting interests of the membership of the Association, and

WHEREAS, not less than two-thirds of the entire membership of the Board of Directors voted to approve the amendments at a Board meeting on June 24, 2002, and otherwise voted to integrate all of these provisions into a single instrument.

NOW THEREFORE, Country Creek Homeowners Association Of Manatee, Inc. does hereby amend and restate the Declaration of Covenants, Conditions, Easements, and Restrictions of Country Creek Subdivision, for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

**ARTICLE I
Definitions**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to Country Creek Homeowners Association of Manatee, Inc., a Florida corporation not-for-profit, its successors, and assigns.
- (b) "Common or Association Area(s)" shall mean and refer to that portion of the plat under common ownership and generally identified on the plat as common area(s) or open space.
- (c) "Country Creek Subdivision, Subdivision, or Property" shall mean and refer to the single-family residential subdivision known as Country Creek Phases I, II, and III as more particularly described in Article II hereof.
- (d) "Declarant" shall be construed in the singular and plural, as is necessary, and shall mean and refer to Country Creek Properties, Inc., its nominees, successors and assigns.
- (e) "Developer" shall be construed in the singular and plural, as is necessary, and shall mean and refer to Country Creek Properties, Inc., its nominees, successors and assigns.

- (f) "Lot" shall mean and refer to the residential lots designated on the plats of Country Creek Subdivision.
- (g) "Lot Owner" or "Owner" shall mean and refer to the record fee simple titleholder, whether one or more persons or entities, of the lots in the Subdivision.

ARTICLE II
Property Subject to the Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is all of the property forming and being a part of Country Creek Subdivision, described as follows:

- Country Creek Subdivision, Phase I, as per plat thereof recorded in Plat Book 31, Pages 78 through 87, inclusive, Public Records of Manatee County, Florida.
- Country Creek Subdivision, Phase II, as per plat thereof recorded in Plat Book 33, Pages 38 through 50, inclusive, Public Records of Manatee County, Florida.
- Country Creek Subdivision, Phase III, as per plat thereof recorded in Plat Book 39, Pages 146 through 155, inclusive, Public Records of Manatee County, Florida.

There are 75 lots in Phase I, 73 lots in Phase II, and 80 lots in Phase III, for a total of 228 lots in the Country Creek Subdivision.

As well as additional lands that may hereafter be submitted to the terms and provisions hereof.

ARTICLE III
Residential Building Restrictions and Obligations

In order to establish and maintain an exclusive residential Subdivision of the highest quality for the maximum benefit and enjoyment of its residents, the following covenants, conditions, easements and restrictions shall constitute covenants running with the land and shall be binding upon and inure to the benefit of all owners of Lots lying and being in the Subdivision.

3.01 Residential Lots. All Lots shall be known and described as residential Lots and shall be used solely for single family residential purposes provided however, Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, but only if the activity is acceptable under the Zoning Regulations of Manatee County; cannot be seen, heard or smelled by other residents; does not cause a significant increase in pedestrian, or vehicular traffic in the Subdivision; does not increase the insurance risk of other Owners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents or their pets. No other business, commercial, or nonresidential uses shall be permitted.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling, which dwelling must have a minimum two (2) car enclosed garage. The permitted dwelling shall be in a style, form and appearance that shall be harmonious with the architectural motif of the Subdivision and shall be aesthetically complimentary thereto. No construction of any kind shall be permitted until the approval of the Architectural Committee has been obtained in writing, as thereafter provided.

3.02 Compliance with Applicable Governmental Regulations. Any and all construction in the subdivision shall be in compliance with all applicable state and local governmental regulations, including but not limited to, building codes, zoning regulations, and setback requirements, which may be in effect from time to time, and in accordance with this Declaration.

3.03 Minimum Residential Floor Space/Square Footage. No dwelling which has a livable floor space of less than 1,900 square feet, exclusive of open porches, terraces, lanais, garages, or other like improvements shall be constructed or maintained upon any lot in the subdivision.

3.04 Building Setbacks. All single-family dwelling units shall be erected according to all setback regulations described herein or in the Manatee County Land Development Code which regulates construction on residential Lots, whichever is more restrictive. No dwelling unit, building, or other structure shall be erected or placed upon any part of a Lot such that any portion of said dwelling unit, building or structure (including eaves or overhangs) encroaches on any easement denoted on the Plats of this Subdivision or on any easements reserved unto or granted by the Developer under the provisions of this Declaration.

Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar low, open, non-roofed and non-screened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easement; (2) in the opinion of the Architectural Committee, does not interfere with the exposure or reasonable privacy of adjoining or facing properties; (3) is otherwise approved by the Architectural Committee; and (4) does not conflict with the Manatee County Land Development Code.

- (a) Front Yard Setback. There shall be a minimum front yard building setback of thirty-five (35') feet from the front property line. Corner Lots are considered to have two (2) front yard setbacks.
- (b) Side Yard Setback. There shall be a minimum side yard setback of 15'/30' (minimum side yard/total both side yards).
- (c) Rear Yard Setback. There shall be a minimum rear yard building setback from the rear property line of twenty (20') feet.

3.05 Garage Requirements. Each Lot must have a fully enclosed garage for not less than two (2) cars abutting and attached directly to the dwelling unit, with no screening, breezeway or other space or structure between the garage and dwelling unit. The garage must be constructed and designed to be in conformance with the architectural style of the residential dwelling unit. Conversion of a garage to living area or other usage is expressly prohibited without the substitution of another attached two (2) car enclosed garage, and with the prior written approval of the Architectural Committee.

3.06 Driveways. All dwellings shall have a driveway from the street to the garage and constructed of finished or patterned concrete, interlocking pavers or brick, which driveway shall measure at least sixteen (16') feet in width at the entrance to the garage.

3.07 Sidewalks. Applicable lots are required to have a four (4') foot wide concrete sidewalk four inches (4") thick constructed two feet from the property line in the right of way in front of the Lot at the location as set forth in County rules and regulations and the paving and Draining Plan of the Subdivision Construction Drawings as approved by Manatee County.

Therefore, prior to issuance of the Certificate of Occupancy for the home built on each of said Lots, the Lot Owner shall construct the sidewalk for the entire length of the Lot in the manner as set forth above.

3.08 Street Landscaping. Prior to the issuance of a certificate of occupancy for the dwelling unit located on the Lot, each Lot Owner shall be responsible for the installation and maintenance of residential street landscaping through the installation of one 10 foot canopy tree with at least a two inch trunk, within twenty-five feet (25') of the right-of-way of each street contiguous to the Lot without conflicting with underground piping or conduits. Installation shall be prior to Certificate of Occupancy of each Lot as provided herein. The actual location of canopy trees may be adjusted to account for driveways, but the canopy tree street landscaping shall be spaced no closer than twenty-five (25') feet and an average of fifty (50) feet. Also, three (3) additional canopy trees of the same height and trunk

diameter, shall be installed and maintained by the homeowner. These trees may be installed anywhere on the remaining lot, outside of the street landscaping area. Any canopy tree that dies shall be removed and replaced within thirty (30) days. Canopy trees, pursuant to this stipulation are required to be specified on the landscape plans submitted to the Architectural committee, as further defined in Article VI. The Association by adopted rule or guideline shall specify canopy trees that are acceptable for these purposes, which trees must also be acceptable under County regulation.

- (a) If a Lot Owner fails to install and maintain the canopy trees pursuant to this stipulation, the Association shall have the right, but not the obligation, to enter upon said Lot and install and maintain the canopy trees in accordance with this stipulation and charge the Lot Owner for such services. Each entry to the Lot on the part of the Association or its employees or agents shall be deemed a lawful entry and not a trespass.

3.09 Fences, Walls, Hedges, and Entrance Features. No fences, hedges, or wall shall be erected, placed, or altered on any Lot nearer to any street than 20 feet forward of the rearmost corners of the home. As to homes constructed with a patio, pool deck, lanai or like extending from a rear corner of a home, no fence, hedges, or walls shall be erected, placed or altered nearer to the street than the rear corner of the home from which the patio, pool deck or lanai extends without prior approval of the Developer or the Association. A hedge, wall or fence shall be maintained at a height no greater than six feet within the rear or side setback lines of any lot, and no wall, hedge or fence shall be erected or placed within the front setback lines of any lot, unless the wall, hedge or fence shall be ornamental and a desirable feature and shall not exceed three feet in height. For lots abutting lakes no wall, fence or hedge shall be placed in the rear 50 feet of the Lot. For corner lots, no fences shall be allowed at all. For purposes of uniformity and appearance, the Association shall adopt written guidelines specifying the types of permissible fences, including but not limited specifications for the material, color, and style of fence, and all fences shall conform to the adopted guidelines and otherwise be approved by the Association as provided herein for other architectural features. In no event shall hog wire, or similar wire, be permitted to be affixed or attached to any fences. All air conditioning compressors or pool equipment located on the Lots shall be substantially fenced or landscaped so as not to be plainly visible from the street or neighboring property.

All Walls and fences constructed on Common Areas during the development of the Subdivision, or thereafter by the Association as provided herein, shall be maintained by the Homeowner's Association.

3.10 Swimming Pools. No swimming pools shall be constructed on any Lot in the Subdivision, except as herein provided.

- (a) All swimming pools shall be designed and constructed so that the deck and surrounding patio or walkway, if any, is at ground level. This provision is intended to prohibit the installation of any aboveground swimming pools on any Lot in the Subdivision. The Architectural Committee shall have the power and the authority to allow for some deviation in this restriction in cases where existing conditions prohibit construction of such an improvement at ground level, but in no case shall it allow construction of an above-ground swimming pool.
- (b) All pool equipment must be concealed by low fencing or landscaping. Screened cages around pool areas are required, however, no screening of pool areas may extend beyond a line extended from, and aligned with, the side walls of the dwelling unless specifically approved by the Architectural Committee.
- (c) All pool areas shall be enclosed and otherwise constructed to comply with applicable rules, regulations and standards of all governmental agencies having jurisdiction.

3.11 Landscaping. Landscape plans shall be submitted to the Architectural Committee in accordance with the provisions set forth in Article VI herein for review prior to the commencement of construction upon any Lot. Said landscape plans shall provide for required landscaping and planting along the front elevation, including the required street canopy trees pursuant to Article III, Paragraph 3.08,

and the screening of all equipment, including pool equipment, heating, ventilating and air conditioning equipment and any other similar outdoor equipment with landscape plantings or low fencing. All planting material shall consist of sixty percent (60%) indigenous (native) species.

3.12 Sodding. That portion of the front and side yards of all Lots not covered by dwellings, patios, landscaping, driveways and walkways shall be sodded at the time of the original construction of improvements. In no event shall gravel or stone yards be permitted. All sodding shall be completed prior to issuance of a Certificate of Occupancy. Notwithstanding the foregoing, a waiver of the sodding requirements may be requested where exceptional, natural vegetative growth pre-existed construction of improvements. The granting or denial of such waiver is at the sole discretion of the Architectural Committee. Notwithstanding the foregoing, however, it shall be the intent of these restrictions that the majority of the lots shall be sodded and not covered with excessive landscaping, exceptional, natural vegetation or not.

3.13 Solar Collectors. Solar collectors shall be permitted to be constructed on the rear side of the dwelling, level with the roof, and not visible from any adjacent roadway, and must have the approval of the Architectural Committee prior to installation thereof.

3.14 Roofing Materials. All roofs shall be of the following material: dimensional fiberglass shingles, ceramic tile, aluminum tile, or metal, or such other material as may be permitted by the Architectural Committee consistent with new materials on the market and the aesthetics of the Subdivision.

3.15 Electrical and Mechanical Equipment. All electrical, electronic and mechanical equipment, including air conditioning compressors and condensers, swimming pool equipment, transformers and meters, and sprinkler controls shall be properly housed, within an enclosure constructed with the residence, or landscaped. No wall or window heating, ventilating and air conditioning units shall be permitted.

3.16 Underground Wiring. No lines or wires for communication of the transmission of current or signals shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground or installed at the approval or direction of the Developer and as further described in Article V, Paragraph 5.05 (b).

3.17 Antennas, Satellite Dishes. No exterior aerials, satellite dishes or other similar radio or television receiving apparatus exceeding 39" in diameter, or equivalent surface area, shall be placed, maintained or constructed on any Lot.

3.18 Artificial Vegetation and Exterior Decorations. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of and Lot. Exterior decorations, including without limitation, sculptures, fountains and similar items must be approved by the Architectural Committee in accordance with Article VII of this Declaration.

3.19 Time Limit on Construction. The exterior for all residential dwellings and other accessory structures shall be completed within one (1) year after the commencement of the construction, except where such completion is made impossible due to strikes, fires, national emergencies, natural calamities, or the impossibility of obtaining necessary materials or reasonable substitutes therefore.

3.20 Lot Grading. Lots shall be graded so that all storm water runoff is directed into the surface water management system, either an adjacent lake or the frontage street. For lots abutting a creek or common area, not intended as a storm water treatment facility, a portion of the rear yard may be graded away from the surface water management system, provided that no impervious runoff escapes treatment, and the developer approves of the proposed grading.

3.21 Gazebos. For purposes of uniformity and appearance, the Association shall adopt written guidelines specifying the types of permissible gazebos, including but not limited specifications for

the material, color, and style of gazebo, and all gazebos shall conform to the adopted guidelines and otherwise be approved by the Association as provided herein for other architectural features.

3.22 Sheds. Sheds are prohibited unless approved in advance by the Architectural Committee. The Architectural Committee may only approve a proposed shed if the following requirements are satisfied: (1) the shed is no larger than twelve by fourteen feet; (2) the shed is abutted to and attached to the rear of the primary dwelling unit located on the Lot, with no screening, breezeway or other space or structure between the shed and the dwelling unit; (3), the materials and design of the shed are architecturally similar to the primary dwelling; and (4) the shed is otherwise acceptable to the Architectural Committee, which may impose additional requirements or limitations but may in all events permit sheds only if the shed meets these minimum requirements.

ARTICLE IV General Restrictive and Protective Covenants

4.01 Animals. No animals, livestock, poultry, exotic animals or reptiles of any kind shall be raised, bred, or kept on any property which is subject hereto: however, dogs, cats and caged birds may be kept on Lots and in Dwellings subject to such rules and regulations as may be adopted by the Board of Directors from time to time, so long as they are not kept, bred or maintained for commercial or business purposes, and provided no more than a total of two (2) such animals shall be kept on any Lot. No person owning or in custody of any household pet shall allow such pet to stray or go upon another Lot without the consent of the Owner of such Lot. All animals shall be on a leash when outside of the Owner's Lot. Any animal which, in the sole and exclusive opinion of the Board of Directors of the Association becomes or constitutes a nuisance, shall be removed from the Lot and Dwelling immediately upon receipt by the Owner of a written notice to that effect from the Board of Directors.

4.02 Clothes Drying Area. No portion of any Lot or the Subdivision shall be used for drying or hanging clothes or laundry of any kind, it being the intention that such uses be restricted to the interior of the residences and garages.

4.03 Commercial Vehicles. Commercial vehicles shall not be allowed to remain on the streets within the Subdivision, except when conducting business. If an Owner has a commercial vehicle, it must be appropriately garaged or screened so as not to be an unsightly nuisance to the neighborhood.

4.04 Lawful Conduct. No unlawful or immoral use shall be made of any Lot or any part thereof, and no noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighboring Lots or to the Subdivision.

4.05 Mailboxes. No mailbox of any kind shall be constructed or maintained on any Lot in the Subdivision, except as hereinafter provided:

- (a) Only those mailboxes that are approved by the Developer or the Association shall be used in the Subdivision. The Architectural Committee shall approve the type, design, and color of mailboxes that may be used in the Subdivision. Such mailbox and post shall be installed at the expense of the individual Lot Owner and shall be located on the Lot at the location designated by the Developer or the Association, under the direction of the local governing postal delivery service, to insure conformity throughout.
- (b) Maintenance of the mailbox and post shall be provided by the Owner to insure the continued acceptable appearance of the Subdivision.

4.06 Maintenance of Improved Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly object(s) shall be allowed to be placed or remain anywhere thereon. All Lot Owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim manicured condition at all times. The Owners of the Lots in the Subdivision shall be responsible for the maintenance of all areas located (a)

between their respective Lot line and the pavement of the street or street adjacent to the Lot; (b) between their respective Lot lines and the waters of any adjacent lakes, ponds, or other water bodies, and the banks of any canals or drainage ditches, unless these areas are designated conservation areas. In the event a Lot Owner(s) fails to maintain the Lot and landscaping as herein described, then the Association shall have the right, but no the obligation, to enter upon said Lot and maintain the Lot and landscaping in accordance with the Section and charge the Lot Owner(s) for such services. Every such entry on the part of the Association or its employees or agents shall be deemed a lawful entry and not a trespass.

4.07 Maintenance of Unimproved Lots. In order to insure that unimproved Lots do not become overgrown with weeds and other vegetation, the Association may provide for the periodic mowing of all such Lots to the extent necessary to cure an unsightly condition and also to maintain the dedicated right-of-ways. In the event the Association elects to mow the unimproved Lots, to compensate the Association for this service, each Lot Owner of an unimproved Lot shall pay to the Association upon notice, a mowing fee. As used therein, "unimproved Lot" shall mean a Lot owned by a person or entity on which no bona fide construction of a residential dwelling unit has been commenced. The assessment of a mowing fee, whether annually, quarterly, or monthly, will be determined by the Association. Any lot Owner who pays such fee and subsequently commences construction prior to or during the period the fee amount is assessed, will be, upon request by Lot Owner, refunded the amount not used. In the event the Association elects to not mow unimproved Lots, the Owner of an unimproved Lot shall be responsible, at Owner expense, to mow the unimproved Lot and otherwise keep the unimproved Lot from becoming unsightly. In the event a Lot Owner(s) fails to maintain the unimproved Lot as herein described, then the Association shall have the right, but no the obligation, to enter upon said unimproved Lot and maintain the unimproved Lot in accordance with the Section and charge the Lot Owner(s) for such services. Every such entry on the part of the Association or its employees or agents shall be deemed a lawful entry and not a trespass.

4.08 Mobile Homes. No trailer, mobile home, outbuilding, or similar structure shall be placed or constructed on any Lot at any time, either temporarily or permanently

4.09 No Further Subdividing. No Lot shall be subdivided.

4.10 Recreational Vehicles.

(a) Except for temporary parking for loading or unloading, and in no event overnight unless approved in writing by the Board of Directors, no Owner or resident shall park, store, or keep any commercial truck, camper, commercial van, boat, wave-runner, jet skis, or similar water craft vehicle, mobile home, recreational vehicle, trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any uncovered parking driveway, street, Lot or Common Areas. All vehicles other than passenger cars, sport utility vehicles, and passenger vans, which vehicles shall include but not be limited to motorcycles, must be parked within a garage or other enclosed area which is not visible from any portion of the Common Areas.

(b) No Owner or resident shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any property which is subject hereto except for emergency repair, and then only to the extent necessary to enable movement thereof to a proper repair facility. Minor maintenance of a private passenger vehicle shall be allowed in the Owner's garage provided that such vehicle does not remain inoperable for more than forty-eight (48) hours. No Owner shall park a vehicle in his a parking garage or on his a driveway in such a manner that the vehicle extends into the street, sidewalk, or into another Lot, nor shall any allowed vehicle be parked upon any street within the Subdivision overnight. No vehicle shall be parked in any portion of the Subdivision except in garages and driveways incident to a Dwelling.

4.11 Refuse. No Lot shall be used or maintained as a dumping ground for trash, rubbish, or garbage. Trash or garbage containers and tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties or from the street.

4.12 Signs. No sign of any kind shall be displayed to the public view on any Lot in the Subdivision, unless said sign has prior written Architectural Committee approval, or complies with the provisions contained herein:

- (a) One (1) temporary sign not exceeding six (6) square feet or 2'-0"x3'-0" in size, utilized in connection with the sale of a Lot or improved Lot, may be displayed on such Lot.
- (b) During the course of construction on a Lot, a general contractor licensed in the State of Florida and a financial or mortgage institution funding the construction may display to the public view, his professional company sign, but only on a Lot upon which he is currently construction or financing a building, provided the one sign not exceed six (6) square feet or 2'0"x 3'0" in size. Such sign shall be promptly removed upon the issuance of a Certificate of Occupancy. No other contractor or subcontractor signage shall be permitted to be displayed in the Subdivision.
- (c) Two (2) pole flags advertising an open house may be erected at the driveway entry during the period of time that the residence is open to the public. No other types of flags, banners or streamers shall be placed around the Lot, house or any other location within the Subdivision. Arrow lines, directing traffic to an open house are specifically prohibited.
- (d) All signs must be professionally lettered. Signs not in conformance with this covenant may be removed by the Developer or Association.

4.13 Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time unless approved by the Architectural Committee at their sole discretion on a temporary basis during construction; it being clearly understood that these temporary shelters shall not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

4.14 Unused Equipment. No unused equipment, such as car bodies, materials or unsightly debris shall be allowed to remain on any Lot at any time.

ARTICLE V
Common Areas, Easements, Other Rights and Regulations

5.01 Common Areas.

- (a) Use of Common Areas. The land comprising Common Areas, as depicted on the Plats and as defined in this Declaration, is intended to benefit and to be used by all Lot Owners and other designees or assignees of Developer and shall be used in accordance with rules and regulations governing the method, time and manner of use as may be promulgated by the Board of Directors of the Association from time to time. The Common Areas shall also serve as part of the overall water management system serving the Subdivision and other areas designated by Developer.
- (b) Ownership of the Common Areas. The Developer established certain Common Areas by designations on the plats, and previously recorded instruments. The Association shall not dispose of the Common Areas or any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Area(s), without first offering to dedicate same to Manatee County, Florida, or other appropriate governmental agency.
- (c) Maintenance and Care. The Association shall be responsible for the maintenance and care of all property forming a part of the Common Areas. However, in the event the Association shall fail to maintain such in reasonable order, the County shall have the right to maintain the Common Areas under and in accordance with the provisions of subparagraph (6) of Section 909.5, Common Open Space and Common Improvement

Regulation and Dedications of the Manatee County Land Development Code, as amended from time to time, which provisions are, by this reference, incorporated herein and made a part hereof.

5.02 Lake and Drainage Maintenance Easement. The Association shall have the right to control the water level of all lakes and to control the growth and irrigation of plants, fowl, reptiles, animal, fish, and fungi in and on such lakes, in accordance with the permitted parameters and conditions as issued by the Southwest Florida Water Management District and Manatee County. Perpetual easements for the installations, modification and maintenance of the drainage facilities are hereby reserved unto the Association over all drainage easement areas shown on the plat of the Subdivision.

The Owner of each Lakefront Lot recognizes that the plants and fauna on the lake are necessary to filter the storm water runoff and the Owner shall not disturb or alter the plants or fauna without the consents of the Association, Manatee County and the Southwest Florida Water Management District. The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within the subdivision or adjacent or near thereto, for the purpose of irrigation or other use, and the placement of any matter or object in such lakes shall be strictly prohibited.

No docks, bulkheads, moorings, pilings, boat shelters or other structure shall be constructed on any embankments adjacent to such lakes or within such lakes. Maintenance of grass, plantings or other lateral support to prevent erosion of the embankment of the lake shall be the responsibility of the Owner. Lake banks not abutting Lots shall be maintained by the Association. Maintenance of the outfall structures, filters and skimmers to prevent plugging or leakage shall be the responsibility of the Association.

5.03 Compliance with Manatee County Land Development Code.

- (a) A right of entry upon the Common Area(s) is hereby granted to Manatee County law enforcement officers, health and pollution control personnel, emergency service personnel and fire fighting personnel while in pursuit of their duties.
- (b) Notwithstanding anything herein contained to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or appropriate governmental agency.
- (c) No lands in 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 Director of Manatee County, Planning Permitting and Inspection Department.
- (d) In the event the Association or any successor organization shall fail to maintain the Common Areas in reasonable order and condition, the provisions of the Manatee County Land Development Code allow Manatee County, upon notice and hearing, to enter upon the Common Areas for purposes of maintaining same. Such entry shall not vest the maintenance by the County, shall be assessed proratedly against the Lots and shall be a charge on the Lots. Such charges shall be paid by the Owners within sixty (60) days of the receipt of the statement therefore and shall become a lien on the property if not paid at the end of such period.
- (e) Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- (f) Notwithstanding any other provision of this Declaration relating to amendments, neither this Section 5.03 nor any provision of the Declaration affecting this Section 5.03 may be amended without the written consent of Manatee County.

5.04 Southwest Florida Water Management District Regulations and Floodway Restrictions. It shall be the responsibility of each Lot owner within the Subdivision at the time of construction of any building, residence or other structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District as part of the surface water management system for development of the Subdivision pursuant to Chapter 40D-4 of the Florida Administrative Code (F.A.C.).

It is the Lot Owner's responsibility not to remove native vegetation that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to Southwest Florida Water Management District, Venice Permitting Department.

No Owner of the property within the Subdivision may construct or maintain any building, residence, or Structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, Florida Administrative Code (F.A.C.).

No activity may be undertaken or performed in wetlands and upland buffer zoned for overland flow treatment of storm water which are contained within conservation easements and described in the recorded plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4 of the Florida Administrative Code (F.A.C.). Prohibited activities within wetland and upland conservation areas include the removal of native vegetation; excavation; placement or dumping of soil, trash or land clearing debris; and construction or maintenance of any building, residence, or structure.

The Association shall be responsible for storm water monitoring data collection and reporting, operation and maintenance, and renewal and replacement of the storm water and surface water management systems as required in the development approvals and permits issued by Manatee County and the Southwest Florida Water Management District. The county and the District shall have the authority to inspect such systems and assess the Association, individual properties, or special district for continuing performance of the systems in compliance with the standards set forth in the monitoring program(s). Further, the Association shall be responsible for mitigation monitoring, reporting and maintenance, and replacement, if applicable, in accordance with the development approvals, permits and agreements on file issued by the Southwest Florida Water Management District.

5.05 Utility and Drainage Easements

- (a) Easements for the installation, maintenance and access of utilities and drainage facilities are shown on the recorded Plats for the subdivision. No Dwelling Unit, structures, planting, or other materials shall be placed or permitted to remain within the easement areas which may impair the intended use of such easement areas, including but not limited to, changing the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas on each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot on which they are located, except those improvements for which a public authority or utility company is responsible. The Association reserves the right for itself and for the benefit of public or private utility agencies, authorities or franchises to enter upon any Lot or the Common Areas for the purpose of installing, maintaining, repairing or replacing any utility or drainage facility within the easement area without notice to or consent from any Lot Owner and without compensation to any Lot Owner. Such entries shall be deemed lawful entries and not trespasses.
- (b) All utility lines and lead in wires for electrical, telephone and cable TV service located within the confines of a Lot, but outside of utility easements, shall be located underground at a depth of not less than twelve (12) inches from the surface; provided, however,

nothing contained herein shall prevent an aboveground temporary power line to a residential Dwelling Unit during the construction thereof.

5.06 Conservation Easements. Areas on the Plats designated "Conservation Area", or areas designated on the Plats as subject to an Easement in favor either the Department of Environmental Protection, Southwest Florida Water Management District, Manatee County, or the Manatee County Environmental Action Commission are subject to the restrictions contained in said easements and contained in the Wetland Protection Policies of Manatee County.

In addition to the restrictions contained herein and in said conversation area(s) or easements, the following additional restrictions shall apply in the conversation easement areas(s) dedicated to Manatee County. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the conservation easement area(s) without the prior consent of Manatee County.

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising or other structures on or above the ground.
- (b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- (c) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- (d) Removal, mowing, or trimming of trees, shrubs or other vegetation.
- (e) Excavation, dredging or removal of loan, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- (f) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- (g) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- (h) Acts or uses detrimental to such retention of land or water areas.

Easement(s) dedicated to and enforceable by Manatee County, in accordance with the Wetland Protection Policies of Manatee County, for the benefit of the county and the property owners of the project shall accomplish the preservation and protection of the conservation values of the property; allow County access to the property at reasonable times in order to monitor compliance with, and otherwise enforce the terms of the easement, provided such entry does not interfere with the Owner's use and quiet enjoyment of the property; and prevent any activity or use of the property that is inconsistent with the purpose of the easement and to require the restoration of such areas or features of the property that may be damaged by and inconsistent activity or use.

5.07 Easement for Encroachments. An easement(s) for encroachments in favor of the Association, if any portion of the improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of the Association, and designees.

5.08 Additional Easements. Association shall have the right to execute, without further authorization such grants of easement or other instruments as may from time to time, be necessary or desirable over, under, across and upon the Property or portions thereof in accordance with or to supplement the provisions of the Declaration or as may otherwise be desirable for the development of the

Property, subject to limitations as to the existing Dwelling Units or other permanent structures or facilities constructed within the Property. Such easements may be for the use and benefit of persons who are not Owners and for additional lands or other real property which is not party of the Property. Without limiting the foregoing, Association reserves the right to impose upon the Property henceforth and from time to time such easements and cross-easements for ingress and egress, maintenance and the installation, maintenance, construction, and repair of utilities and facilities including, but not limited to, electric, power, telephone, cable television, master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, irrigation., lake maintenance, storm water management, preservation of sanctuaries, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best of, and necessary and proper for, the Property or any portion thereof.

5.09 Assignment. The easements reserved hereunder unto Association may be assigned by Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Association.

5.10 Association Right of Entry. The Association has the irrevocable right of access to each Lot during reasonable hours, when necessary for the ordinary maintenance, repair or replacement of any Common Areas or easements, and without notice, for making emergency repairs which are necessary to prevent damage to the Common Areas or to other Lots.

ARTICLE VI Architectural Control

6.01 Approval of Plans.

(a) To further ensure the development of the Subdivision as a residential area of the highest quality and standards and in order to ensure that all improvements and landscaping constructed upon each Lot in the Subdivision shall present an attractive and pleasing appearance from all sides of view, there shall be an Architectural Committee to review all plans and specifications prior to commencement of construction on any Lot in the Subdivision. The Architectural Committee shall be composed of a minimum of three (3) persons appointed by the Board of Directors of the Association who shall serve on the Committee at the pleasure of the Board of Directors.

(b) The Architectural Committee will approve plans according to a set of guidelines, which must be followed by all those building in the Subdivision. The Architectural Committee shall adopt and promulgate Architectural Standards and guidelines for the Subdivision. The Architectural Standards may not be contrary to the provisions of this Declaration and shall be consistent with the original architectural, structural, aesthetic and environmental concept of the Subdivision. All Architectural Standards shall be adopted and applied on a uniform basis and may be revised or expanded from time to time to take cognizance of new materials techniques and proposals. All Architectural Standards shall be deemed to include the obligations, prohibitions and guidelines contained herein. The Architectural Committee shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of any plan or design from the standpoint of structural safety or conformance with building codes or other governmental regulations.

6.02 Power of Architectural Committee.

(a) The Architectural Committee is hereby given and granted the exclusive power and discretion to control and approve all buildings, dwelling units, structures, landscaping and other improvements to be constructed or placed upon each Lot in the Subdivision in the manner and to the extent set forth herein. No residence, building, or other structure and no fence, walled utility area, driveway, swimming pool or other structure or improvement regardless of size or purpose whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot in the Subdivision nor shall any addition to or exterior change or alteration be made to any existing residential building or structure unless and until building plans and specifications covering the same, showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes,

location and orientation of the dwelling unit on the Lot and approximate square footage, construction schedule, front, side and rear elevations, and such other information as the Committee shall require, including, plans for the grading and landscaping of the Lots showing any changes proposed to be made in the elevation or contours of the land, have been submitted to and approved in writing by the Committee.

(b) The exterior elevations of all dwelling units, residences, buildings or structures visible from a right-of-way shall be of material approved by the Committee. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the location of the dwelling unit or residence on the Lot. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans which are not suitable or desirable in its sole discretion and opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects any proposed plans and specifications as submitted, the Committee shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval and the Committee's recommendation to remedy same if, in the sole opinion of the Committee, a satisfactory remedy is possible. In passing upon such building plans, the Committee may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the building plot where the proposed construction is erected, the quality of the proposed workmanship and materials, the harmony and exterior design with the surrounding neighborhood and existing structures therein and the effect and appearance of such construction as viewed from neighboring Lots. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

6.03 Method of Approval. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, the Lot Owner shall submit two (2) complete sets of plans and specifications to the Committee for review. Upon the Committee giving written approval of the plans and specifications, construction shall be commenced and proceed to completion promptly and in strict conformity with such plans and specifications. The Association and other Lot Owners in the Subdivision shall be entitled to enjoin a construction violation of these provisions and any such exterior addition to or change or alterations made without application having first been made and approval obtained as required shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Lot Owner's cost. In the even, the Committee fails within thirty (30) days of receipt of proposed plans and specifications to approve or disapprove the same, approval will not be required and this paragraph shall be deemed to have been fully complied with, provided however, any construction and subsequent use of the Lot must be in conformance with all other provisions of this Declaration, none of which shall be deemed to be waived by the failure of the Committee to respond within the stated timeframe.

All structures must be built and landscaping completed and maintained to comply substantially with the plans and specifications as approved by the Committee.

6.04 Right of Association to Grant Variances. The absolute right and discretion is hereby reserved to Association to grant variances from the obligations of Article III, Paragraphs 3.01 through 3.18 above in cases where not to grant such variance would create hardship in the opinion of the Board of Directors of the Association, or where such variances would be in keeping with the spirit and intent of this instrument or would be such as to not adversely affect any neighboring Owners or the Lots or Country Creek as a whole. Such variances, if granted, shall be granted upon written application of the Owner setting forth in detail the variance required and reasons for requesting such variance. Any such variance, if granted, shall be granted by Association in writing and shall be strictly complied with by the applicant. All such variances shall be executed with the formalities of a deed and recorded in the public records of Manatee County, Florida, to become effective.

ARTICLE VII Homeowner's Association

7.01 Incorporation. The Developer caused Country Creek Homeowners Association of Manatee, Inc., a Florida corporation not-for-profit, to be incorporated pursuant to the Florida Statutes. The Amended

and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association are attached hereto as Exhibits A and B respectively.

7.02 Purposes. The purposes of the Association include, but are not limited to:

- (a) Promoting the health, safety and general welfare of the residents of Country Creek;
- (b) Constructing, installing, improving, maintaining and repairing any properties lying within the Common Areas which give common benefit to all residents in the Subdivision;
- (c) Adopting such guidelines and rules as it deems necessary to control the over-all appearance of the Subdivision, as well as the uses thereof;
- (d) Purchasing, installing and maintaining any improvements which the Association deems necessary for the improvement of the Subdivision including but not limited to, the installation and maintenance of median and entry-way landscaping, entryway signage, street lighting, throughout the Subdivision, and other similar improvements;
- (e) Owning, constructing and maintaining any recreational facilities which the Association deems to be in its best interest;
- (f) Maintaining any easement area, Common Areas, conservation or preservation areas, and retention ponds within the Subdivision which are not deemed properly maintained by the individual Lot Owners;
- (g) Owning, operating and maintaining the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related improvements unless otherwise provided herein. Alterations to the permitted system will require a permit from the Southwest Florida Water Management District.

7.03 Membership.

- (a) Each Lot Owner of any Lot lying within Country Creek (notwithstanding how such ownership interest was acquired) shall be a mandatory member of the Association, and by acceptance of any ownership interest in a Lot, agrees to comply with and abide by the terms and provisions set forth in this Declaration, the Articles of Incorporation, and the Bylaws of the Association, as they may be amended from time to time, together with such Rules and Regulations as may be adopted and amended by the Association from time to time. Membership in the Association shall be an appurtenance to and may not be separated from ownership of the Lot.

7.04 Voting. Each member of the Association is entitled to one vote in the affairs of the Association for each Lot owned as more fully set forth in the Articles of Incorporation and Bylaws of the Association.

7.05 Association Operations.

- (a) In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations; all as amended from time to time.
- (b) Unless the approval or action of owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of

Directors, and the Board may so approve and act through the proper officers of the Association.

- (c) If available at a reasonable cost, the Association shall obtain and maintain public liability insurance covering all of the Common Areas and insuring the Association and the Owners as their interest may appear in such amount and with such deductible and other features, as the Board of Directors may deem appropriate. The Board of Directors shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board of Directors shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

ARTICLE VIII Covenants and Assessments

8.01 **Creation of Lien and Personal Obligation of Assessments.** Each owner of any Lot lying within the Subdivision, (regardless of how title is acquired, including without limitation, a purchase at a judicial sale), by acceptance of such ownership, shall hereafter be deemed to covenant and agree to pay to the Association any assessment or charges and special or enforcement assessment(s) which the Association shall from time to time fix and establish in accordance with terms hereinafter set forth. All such Assessments, together with interest thereon from the date due at the rate of fifteen (15%) per annum and costs of collection thereof including attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such assessment is made. The Association may impose a late payment fee, in addition to interest, of \$25.00 per delinquent assessment. All payments on account shall be applied first to interest, then to late payment fees, attorney's fees, and costs, and finally to unpaid assessments. No payment by check is deemed received until the check has cleared. An Owner has the right to require from the Association a certificate showing the amount of unpaid assessments with respect to the Owner's Lot. The liability for assessments may not be avoided by waiver of the use and enjoyment of the Common Areas, or by abandonment of the Lot against which the Assessment was made. In a voluntary conveyance, the buyer shall be jointly and severally liable with the seller for all unpaid assessments against the latter for his share of the homeowner expenses up to the time of such voluntary conveyance without prejudice to the rights of the buyer to recover from the seller the amounts paid by the buyer therefore.

8.02 **Effective Date of Lien.** Notwithstanding the foregoing, a lien for unpaid assessments shall only be effective from and after the time of recording in the Public Records of Manatee County, Florida, A Claim of Lien stating the description of the Lot, the name of the Lot Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon payment, the person making the payment is entitled to a satisfaction of the lien.

8.03 **Purpose of Assessment.** The assessments levied by the Association shall be used to promote the health, safety, welfare and recreation of the residents of the Subdivision, and in particular for effectuating the purposes of the Association from time to time, including but not limited to those set forth in Article VII above. In addition, the assessments shall be used to pay the Association's costs of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision of the Common Areas and any other areas within the Subdivision which are of common benefit to the Owners, as well as for such other permissible activities undertaken by the Association.

8.04 **Annual Assessments.** The annual assessment on Lots, including funds for special improvement projects, shall be determined on a yearly basis by the Board of Directors of the Association, including reasonable reserves. Assessments shall be payable in advance at such times as the Board of Directors shall determine.

8.05 **Date of Commencement of Assessments.** The assessments provided for herein shall commence on the day determined by the Board of Directors of the Association as the date of

commencement. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

8.06 Assessment Apportionment. The Owner(s) of each Lot shall bear their equal prorata share of all assessments, whether annual, special or otherwise, levied by the Board of Directors of the Association based on the number of all Lots within Country Creek. The formula for determining the share of each Lot shall be as follows: the numerator shall be one, and the denominator shall be total number of Lots within Country Creek.

8.07 Enforcement of Assessment Lien. In the event a Lot Owner fails to pay any sums, charges of assessments required to be paid to the Association within thirty (30) days from their due date, the Association, acting on its own behalf or through its Manager or Agent, may:

- (a) foreclose the lien encumbering said Lot in the same manner provided for the foreclosure of mortgages by the Florida Statutes, or
- (b) bring an action at law or in equity against the Lot Owner personally obligated to pay such Assessment without waiving the lien securing the same, or
- (c) maintain such other and further action as may be permissible by the laws of the State of Florida to recover the full amount of the unpaid assessment.

8.08 Costs: Attorneys' Fees. In any action, either to foreclose its lien or to recover from said Lot Owner, the Association shall have the right to recover interest, late payment fees, court costs and a reasonable attorney's fee, including any fees, incurred on appeal, it may incur in collecting the assessment from the Lot Owner, which shall be added to the amount of any assessment due. Failure by the Association to bring such action in any instance shall not constitute a waiver of the rights created herein.

8.09 Subordination of Lien. Where a mortgagee of a first mortgage of record or other purchaser obtains title to a Lot as a result of foreclosure of the first mortgage, or where a first mortgagee accepts a deed to said Lot in lieu of foreclosure, such acquirer of title and its successors and assigns shall not be liable for assessments pertaining to such Lot which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessment that is recorded prior to the recording of the foreclosed mortgage. The holder of a first mortgage or other purchaser acquiring title to a Lot as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of assessments coming due during the period of such ownership. As used herein, the term "first mortgage" shall not include a purchase money mortgage given by a buyer to a seller upon acquisition of title to a Lot.

ARTICLE IX General Provisions

9.01 Amendment.

- (a) The Board of Directors and the members of the Association may modify or amend this Declaration if notice of the proposed change is given in the notice of the meeting at which such action will be considered. An amendment may be proposed either by the Board of Directors or by not less than ten percent (10%) of the voting interests of the members of the Association. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of (1) not less than two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the voting interests of the members who cast their vote; or (2) not less than seventy percent (70%) of the voting interests of the members who cast their vote; however, in no case shall a resolution be adopted by less than fifty-one percent (51%) of the total of the total voting interests of the membership. Directors and members not present at the meeting considering the amendment may express their

approval, in writing, given before such meeting to an office of the Association, in accordance with the Bylaws.

- (b) Any amendment of these documents that affects the permitted surface water management system, including the water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District and Manatee County.
- (c) An amendment shall be evidenced by a certificate certifying that the amendment was duly adopted and include the recording data identifying the Declaration, which certificate shall be executed by the proper officers of the Association in the same formality required for the execution of a deed. Any and all amendments shall become effective only when properly recorded in the Public Records of Manatee County, Florida.
- (d) No provision of these protective covenants shall be amended which affect Manatee County's right of entry on the common open spaces of the subdivision without prior consent of Manatee County.

9.02 Duration. The protective covenants, conditions, easements and restrictions set forth in this Declaration shall be covenants running with the land and shall be binding upon all parties and all persons having an interest in any portion of the land lying and being within the Subdivision, for a period of twenty-five (25) years for the date this Amended and Restated Declaration is recorded among the Public Records of Manatee County, Florida after which time the same shall be automatically extended for successive periods of twenty-five (25) years, unless terminated in accordance with the terms of this Declaration.

9.03 Termination. This Declaration may only be terminated upon written consent of ninety percent (90%) of all of the voting interests of the membership of the Association, which written consents must be duly recorded among the Public Records of Manatee County, Florida, subject, however to any prior governmental approval required by the Manatee County Land Development Code, as may be amended from time to time. Notwithstanding anything to the contrary herein contained, so long as the Developer holds any Lot in the Subdivision for sale in the ordinary course of business, this Declaration shall not be terminated without its consent.

9.04 Enforcement. In addition to the enforcement provisions otherwise contained in this Declaration, the Association or any Lot Owner shall have the right to proceed at law or in equity against any person or persons or other legal entities violating or attempting to violate any of the provisions set forth in this Declaration, or the Articles of Incorporation, Bylaws, or duly adopted rules and regulations, or to recover damages for such violations. The failure of the Association or any Lot Owner to enforce any provision set forth therein shall in no way be deemed a waiver of the right to do so thereafter. The Owner of a Lot shall be responsible for all actions of their tenants, guests, and family members. The prevailing party in any such enforcement action shall be entitled to an award or reasonable prevailing party attorney fees and costs to be paid by the losing party or parties thereto.

9.05 Incorporation of Declaration. Any and all deeds conveying a Lot or any portion of the Subdivision shall be conclusively presumed to have incorporated therein all of the terms, conditions and provisions of this Declaration whether or not such incorporation is specifically set forth by reference in such deed, and acceptance of the grantee of such deed shall be conclusively deemed to be an acceptance by such grantee of all the terms and conditions of this Declaration.

9.06 Construction. Whenever the context so permits or requires, the use of the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

9.07 Severability. Invalidation of any one of these covenants, restrictions, conditions or easements by judgment or Court order shall in no way effect any other provision, which shall remain in full force and effect.

9.08 Binding Effect. This Declaration shall be binding upon and inure to the benefit of the Developer, the Declarant, the Association, and each of the Lot Owners, their respective heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any of said parties. The Association is a party to this Declaration so as to assume the obligations and responsibilities set forth herein.

9.09 Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Manatee County, Florida.

This Amended and Restated Declaration was executed this 24 day of July, 2002.

Lisa A. Davis
Witness signature
LISA A. DAVIS
Print name of witness
Sheri Schultz
Witness signature
Sheri Schultz
Print name of witness


COUNTRY CREEK HOMEOWNERS ASSOCIATION,
OF MANATEE, INC
Rod McClellan - Pres
BY: ROD MCCLELLAN, PRESIDENT
Lawrence J. Loh, Sec
BY: LAWRENCE J. LOH, SECRETARY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24 day of July, 2002, by Rod McClellan, as President of Country Creek Homeowners Association of Manatee, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced the following identification, Rodney McClellan / personally known. If no type of identification is indicated, the above-named person is personally known to me.

Lawrence J. Loh

FLORIDA
Notary Public - State of
LISA A. DAVIS
Notary Print Name
My Commission Expires: May 19, 2006

 Lisa A Davis
My Commission DD118720
Expires May 19, 2006
Lisa A. Davis

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COUNTRY CREEK HOMEOWNERS ASSOCIATION OF MANATEE, INC.**

WHEREAS, the original Articles of Incorporation of Country Creek Homeowners Association of Manatee, Inc. were filed with the Florida Department of State on November 15, 1996, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles which amendments were duly approved by not less than a majority of the members of the Association present in person or by proxy at a membership meeting held on the 25th day of June, 2002, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law, and

WHEREAS, the entire membership of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting held on June 24, 2002.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Country Creek Homeowners Association of Manatee, Inc.

**ARTICLE I
NAME OF CORPORATION AND MAILING ADDRESS**

The name of this corporation shall be Country Creek Homeowners Association of Manatee, Inc., hereinafter referred to as Association. The mailing address of the Association shall be P.O. Box 21322, Bradenton, Florida 34204, and the principal address shall be 15120 Third Drive Ease, Bradenton, Florida 34212. The Directors of the Association may change the location of the principal office or mailing address from time to time.

**ARTICLE II
PURPOSES**

The general nature, objects, and purposes of the Association are as follows:

1. To administer and enforce the Declaration of Covenants, Conditions, Easements, and Restrictions of Country Creek Subdivision (Declaration).
2. To take such action as may be deemed appropriate to promote the health, safety, enjoyment, and welfare of the owners of the property within Country Creek.
3. To add, replace, improve, maintain, and repair Common Areas within the subdivision for the benefit of the members of the Association.
4. To operate without profit and for the sole and exclusive benefit of its members.

**ARTICLE III
POWERS**

The Association shall have powers and privileges granted to a corporation not for profit under the laws of the State of Florida, all the powers and privileges of a homeowner association under Chapter 720, Florida Statutes, and all powers reasonably necessary to implement and effectuate the purposes of the Association, except as may be limited or otherwise provided by these Articles or the Declaration.

ARTICLE IV MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Bylaws and Declaration.

ARTICLE V DIRECTORS

A Board of Directors shall manage the affairs of the Association. The qualifications, method of election, and powers of the Board of Directors shall be as set forth in the Bylaws.

ARTICLE VI OFFICERS

The officers designated in the Bylaws shall administer the affairs of the Association.

ARTICLE VII BYLAWS

The Bylaws may be altered, amended, or rescinded by the members in the manner provided by such Bylaws.

ARTICLE VIII IDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes (2002).

2. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

3. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be altered, amended, or repealed in the following manner. Notice of the subject matter of a proposed amendment, and a copy of the proposed amendment, shall be included in the notice of any meeting at which a proposed amendment will be considered.

A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the voting interests of the members of the Association. Members not present in person or by proxy at the meeting considering an amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

1. To be adopted, a resolution must be approved by not less than a majority of the members of the Association present in person or by proxy at a duly noticed and convened membership meeting, or who expressed their position in writing as provided above.
2. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the substantive voting rights of members without approval in writing of all members of the Association.
3. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

**ARTICLE X
TERM**

The term of the Association shall be perpetual.

**ARTICLE XI
RESIDENT AGENT**

The Association has appointed Chad M. McClenathen, 1820 Ringling Boulevard, Sarasota, Florida, 34236, as its registered agent and resident agent under the laws of the State of Florida. The Board may change the registered agent and registered office from time to time as permitted by law.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors.

Country Creek Homeowners Association of Manatee, Inc.


By: Rod McClellan, President

**AMENDED AND RESTATED BYLAWS
OF
COUNTRY CREEK HOMEOWNERS ASSOCIATION OF MANATEE, INC.**

WHEREAS, the original Bylaws of Country Creek Homeowners Association of Manatee, Inc. were adopted on or about November 15, 1996 at the time of the incorporation of said corporation but were never recorded in the Public Records of Manatee County, and

WHEREAS, these Amended and Restated Bylaws were approved by not less than a majority of the members present in person or by proxy at a membership meeting held on the 25th day of June, 2002, and

WHEREAS, these Amended and Restated Bylaws were adopted by the entire membership of the Board of Directors at a meeting held on June 24, 2002, and

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of Country Creek Homeowners Association of Manatee, Inc.

1. Identity. These are the Bylaws of Country Creek Homeowners Association of Manatee, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering Country Creek, a residential single family subdivision located in Manatee County, Florida.
 - 1.1 Mailing Address. The mailing address of the Association shall be P.O. Box 21322, Bradenton, Florida 34204, or at such other place as may be designated by the Board of Directors from time to time.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1996).
2. Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Covenants, Conditions, Easements, and Restrictions of Country Creek Subdivision (Declaration) unless the context requires otherwise.
3. Members. The members of the Association shall be the record owners of fee title to the lots. In the case of a lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the lot for purposes of determining voting, assessment, and use rights.
 - 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the lot.
 - 3.2 Voting Rights: Voting Interests. The members of the Association are entitled to one (1) vote for each lot owned by them. The total number of votes ("voting interests") is equal to the total number of lots. The vote of a lot is not divisible. The right to vote will be denied if the owner is delinquent in the payment of assessments in excess of 90 days. If a lot is owned by one natural person, individually or as trustee, the right to vote shall be established by the record title to the lot. If a lot is owned jointly by two or more persons, that lot's vote may be cast by any of the owners. If a lot is subject to life estate, any of the life tenants can vote. If two or more owners of a lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the owner of a lot is a corporation, the president or vice-president of the corporation may cast the vote of that lot. If a lot is

owned by a partnership, any general partner may cast its vote. If a lot is owned by a limited liability company, any authorized agent may cast the vote.

- 3.3 Approval or Disapproval of Matters. Whenever the decision of a lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such lot at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.
- 3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the subdivision during the period of membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

- 4.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.
- 4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from 3 of the 11 voting interests of the members. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any members' meeting shall be sent by mail to each lot owner unless the lot owner waives in writing the right to receive notice of the meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Each member bears the responsibility of notifying the Association of any change of address. The mailing or delivery of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

A waiver of notice by a member may be done before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast thirty (30%) percent of the voting interests of the members.
- 4.5 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all lot owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.

- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be members, or spouses of members.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photo static, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
- (c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Call for final balloting on election of directors and close of balloting.
- (i) Appointment of inspectors of election;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

- 4.9 Minutes of Meeting. The minutes of all meetings of lot owners shall be kept available for inspection by lot owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

5. Directors.

- 5.1 Number, Tenure and Qualifications. The affairs of the Association shall be governed by a Board of Directors having not less than three nor more than seven directors, and shall be fixed at five until changed by adoption of a resolution by the members changing the number of directors. Approximately one-half of the directors shall be elected each year (either two or three directors for so long as the board consists of 5 persons). The 3 persons receiving the most votes at the annual meeting in 2003 shall serve 2-year terms and the other 2 elected members of the board shall serve 1-year terms. If the number of candidates is less than or equal to the number of vacancies and no election is held in 2003, the members of the board shall agree among themselves on the assignment of the one and two year terms, and failing agreement, the assignment of terms shall be by lot. Effective at the annual meeting in 2004, and thereafter, all directors shall serve two year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.
- 5.2 Qualifications. Every director must be a member or the spouse of a member, a trustee owner, a life tenant under a reserved life estate, an officer of a corporate owner, an authorized agent for a limited liability company owner, or a general partner of a partnership owner.
- 5.3 Election of Directors. Directors shall be elected as follows:

- (a) The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
- (b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
- (c) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting. Given the use of absentee ballots for director elections, no proxy votes are permitted for director elections.
- (d) Nominations shall also be accepted from the floor on the date of the election.
- (e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- (f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies: the candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, may appoint a successor, who shall hold office for the remaining unexpired term.
- (b) Any vacancy which occurs as a result of a recall shall be filled by the members in the agreements used to recall the Board members, or by vote at the recall meeting, as applicable. If the members fail to fill the vacancy, the remaining directors may appoint a successor who shall hold office for the remaining unexpired term.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

- 5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the voting interests of the entire membership, either by a written agreement(s) or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. Such a special meeting may be called by ten percent of the total voting interests for the purpose of recall. The notice of the meeting must be accompanied by a dated copy of the

signatures of the voting interests calling the meeting and stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

- 5.6 Organizational Meeting. An organizational meeting of the directors shall be held within ten (10) days of the election of directors at such place and time as shall be fixed by the directors.
- 5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all lot owners who may participate in accordance with the written policy established by the Board of Directors. Notice of such meetings shall be given in accordance with Section 720.303, Florida Statutes, which provides that any of the following are acceptable means of giving notice: (1) posted at a conspicuous location on the subdivision property at least forty-eight (48) continuous hours in advance of the meeting, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association; (2) mailed or delivered to each member at least 7 days before the meeting, except in the event of an emergency in which case the notice shall be mailed or delivered if time permits; or (3) by inclusion of a notice for a single board meeting, or a schedule of board meetings, in the subdivision newsletter delivered to each lot. To the extent practicable, notices shall include an agenda for all known substantive matters to be discussed. Written notice of any meeting at which a special assessment, or at which amendment to rules regarding lot use, will be considered, shall be mailed or delivered to the lot owners and posted at a designated location on the subdivision property not less than 10 continuous days prior to the meeting. Evidence of compliance with this 10-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.
- 5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members personally or by mail, telephone, telegraph, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the prescribed number of Board of Directors determined under the Bylaws. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all

other times, a vote or abstention for each director present shall be recorded in the minutes.

- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.
- 5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Report of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

- 5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by lot owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

5.16 Committees.

The Board of Directors may by resolution create and abolish committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee or may itself make such appointments and designations, and may remove persons from committees.

Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of

expenditures of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs without prior notice. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the lot owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws have not been delegated to the Board of Directors by the lot owners. Subject to such limitations, the powers and duties of the Board of Directors shall include the following:
- (a) Operating and maintaining the common areas, including surface water and drainage facilities and systems.
 - (b) Determining the common expenses required for the operation of the subdivision and the Association.
 - (c) Collecting the assessments for common expenses from lot owners.
 - (d) Employing, contracting with, and dismissing the personnel necessary for the management, maintenance, and operation of the common areas.
 - (e) Maintaining accounts at depositories on behalf of the Association and designating the signatories.
 - (f) Purchasing lots in the subdivision at foreclosure or other judicial sales, in the name of the Association, or its designee.
 - (g) Enforcing obligations of the lot owners.
 - (h) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas provided, however, that the consent of at least a two-thirds of the voting interest present, in person or by proxy, at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of ten Thousand Dollars (\$10,000.00). If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph is not repaid by the Association, a lot owner who pays to the creditor his or her portion thereof shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such lot owner's lot.
 - (i) Levying fines against Lot Owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the subdivision. The Board of Directors may levy a fine against a Lot Owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, up to a maximum of \$2,500.00 per violation provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors

shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have a reasonable opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Lot Owners appointed by the Board, none of whom may then be serving as a director, officer or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

The lot owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine, including but not limited to attendance at the hearing and foreclosure of the lien. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

A fine levied by the Association in accordance with this provision shall constitute the personal obligation of the lot owner(s), as well as a lien on the lot, which lien shall secure the unpaid fine(s), and all attorney fees and costs incurred by the Association, and may be foreclosed in the same manner as a lien for unpaid assessments as provided in the Declaration.

- (j) Contracting for the maintenance of common area.
- (k) Exercising all powers specifically set forth in the Declaration, the Articles, and these Bylaws and all powers incidental thereto, which are within the powers granted by statute or other law to a Florida corporation not for profit.
- (l) Convey a portion of the common area to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom

they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Subdivision, or the immediate geographic area in which the subdivision is located, is subjected to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer, and a Secretary (the president and vice-president must be directors). All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of the directors. A person may hold more than one (1) office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties, as the Board shall deem necessary or appropriate to manage the affairs of the Association.

- 8.2 President. The President shall be a member of the Board of Directors. The President shall serve as the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice-President. The Vice-President shall be a member of the Board of Directors. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President. Members shall be permitted to inspect or photocopy official records of the Association within a ten (10) business days after receipt by the Association of a written request for access.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 8.6 Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to an agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as officers or directors.
10. Resignations. Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all lots owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following:
- 11.1 Budget. The Board of Directors shall adopt a budget of common expense for the Subdivision, provided however, that the assessments payable by each member under a budget may not exceed one hundred and ten percent of the assessments payable by each member under the budget for the preceding year unless the

budget is approved by not less than a majority of the voting interests, present in person or by proxy, at any annual or special meeting. Members may approve the budget in writing in lieu of voting at the meeting provided the written consent is received by the Association prior to or at the meeting. The Board of Directors shall mail or deliver a copy of the proposed budget to each member, and a copy of the adopted budget if different than the proposed budget.

- 11.2 Reserves. The Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements, or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget.
- 11.3 Special Assessments. Special assessments may be proposed and adopted by vote of the Board of Directors if the amount of the special assessment(s) to be paid by each member does not exceed, in the aggregate in a calendar year, twenty percent (20%) of the assessments payable by a member under the budget for that same calendar year. Any special assessments exceeding this monetary limitation must be approved in advance by vote of not less than a majority of the voting interests of the members present, in person or by proxy, at a duly noticed and convened membership meeting. Members may approve the assessment in writing in lieu of voting at the meeting provided the written consent is received by the Association prior to or at the meeting.
- 11.4 Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.
- 11.5 Financial Reports. Financial reports and information shall be prepared as follows:
- (a) The treasurer, or appointed agent, shall keep proper books of account and cause financial statements to be prepared.
- (b) The treasurer, or appointed agent, and the Board of Directors shall prepare annually a budget, a statement of receipts and disbursements, and a statement of assets and liabilities. These documents shall be mailed to all members each year, or in the discretion of the Board of Directors, each member shall be mailed a notice stating that the financial reports are available and that any member who requests a report will be provided one at no charge.
- (c) The Board of Directors may, in its discretion, cause the financial statements to be reviewed or audited by an independent certified public accountant.
- 11.6 Fiscal Year. The fiscal year for the Association shall be the calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.7 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name.

12. Roster of Lot Owners. Each lot owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only lot owners of record on the date notice of any membership meetings is given shall be entitled to notice of such meeting. Only lot owners of record as of the date of notice of the membership meeting shall be entitled to vote, unless a lot owner acquiring title to a lot after the giving of notice produces adequate evidence, as provided above, of their ownership interest and waives in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with Chapters 617 and 720, Florida Statutes, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of lot owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.
14. Amendments. These Bylaws may be amended in the following manner:
 - 14.1 Notice. Notice of the subject matter of a proposed amendment, and a copy of the proposed amendment, shall be included in the notice of a meeting at which a proposed amendment is to be considered. Members not present in person or by proxy at the meeting considering an amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting.
 - 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, or by not less than twenty (20%) percent of the voting interests of the Association.
 - 14.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by a majority of the voting interests, present in person or by proxy, at any annual or special meeting, or who expressed their position in writing as provided above.
 - 14.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County.
15. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend, or add to rules and regulations governing the use of lots, common areas, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action of a majority of the total voting interests, or by vote of a majority of the members present, in person or by proxy, at a duly noticed and convened membership meeting. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each lot owner not less than thirty (30) days prior to the effective date thereof.
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
19. Social Activities. The Board of Directors shall have the authority to expend not more than one (1%) percent of the overall Association budget for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

The foregoing was adopted as the Amended and Restated Bylaws of Country Creek Homeowners Association of Manatee, Inc. in the manner stated in the recital paragraphs hereto.

Country Creek Homeowners Association
of Manatee, Inc.


By: Rod McClellan, President