

Prepared by and return to:  
Douglas C. Roland, Esq.  
Bricklemyer Smolker & Bolves, P.A.  
500 E. Kennedy Blvd., Suite 200  
Tampa, Florida 33602

**SUPPLEMENTAL DECLARATION TO:**

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS,  
AND EASEMENTS OF  
CREEKSIDE PRESERVE**

WHEREAS, CL REALTY, L.L.C., a Delaware limited liability company, as Declarant executed and recorded a Declaration of Covenants, Conditions, Restrictions, and Easements of Creekside Preserve, which was recorded in Official Records Book 48, Page 186-203, of the Public Records of Manatee County, Florida (the "Declaration"); and

WHEREAS, Declarant is the owner of the property described in Exhibit "A" attached hereto and made a part hereof; and


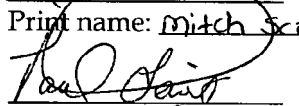
WHEREAS, in Article VIII of the Declaration, the Declarant reserved to itself the right to add real property to the terms and conditions of the Declaration by the filing of a Supplemental Declaration; and

WHEREAS, the Declarant desires to add property to the plan of development of Creekside Preserve.

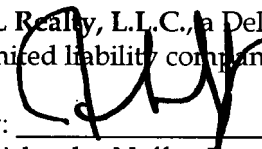
NOW, THEREFORE, the Declarant, hereby declares that the property described in Exhibit "A" is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the terms, conditions and restrictions set forth in the Declaration and the Declaration is hereby amended and supplemented to include such property. Except as provided herein, the Declaration remains unchanged, and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 30th day of November, 2005.

Executed and declared in the presence of:

  
Print name: Mitch Scott  
  
Print name: Paul Lewis

CL Realty, L.L.C., a Delaware limited liability company

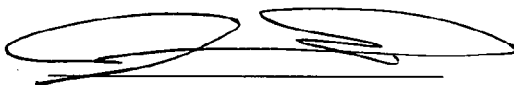
By:   
Richard Neff, Its Attorney in Fact as provided in OR Book 01980, Page 4158, of the Public Records of Manatee County, Florida

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day of November 2005, by Richard Neff, as Attorney-in-Fact, for CL Realty, L.L.C., a Delaware limited liability company, on behalf of the company. He is [] personally known to me or [ ] produced \_\_\_\_\_ as identification.

[Seal]

**ANGELA M LAFAYETTE**  
Notary Public, State of Florida  
My Comm. Expires July 11, 2007  
No. DD228014



Notary Public  
State of Florida  
Print Name: Angela M. Lafayette  
Commission Expires: 7/11/07

**SCHEDULE OF EXHIBITS**

- EXHIBIT "A" – Legal Description
- EXHIBIT "B" – List of Holdings
- EXHIBIT "C" – Maintenance Program
- EXHIBIT "D" – Rules of Arbitration
- EXHIBIT "E" – Notice to Buyers
- EXHIBIT "F" – Right of Entry

EXHIBIT "A"

[Legal Description]

## CREEKSIDE PRESERVE, PHASE II, A SUBDIVISION

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE S.E. 1/4 OF SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S 88°42'58" W, ALONG THE NORTH LINE OF SAID S.E. 1/4, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF 96th AVENUE EAST; THENCE S 01°03'53" E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 211.38 FEET; THENCE N 78°13'00" W, A DISTANCE OF 1422.48 FEET; THENCE S 82°15'00" W, A DISTANCE OF 121.00 FEET; THENCE S 82°50'58" W, A DISTANCE OF 50.00 FEET; THENCE S 82°16'00" W, A DISTANCE OF 121.00 FEET; THENCE S 07°44'00" E, A DISTANCE OF 26.70 FEET; THENCE S 77°57'00" W, A DISTANCE OF 72.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 178.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°47'00", A DISTANCE OF 76.99 FEET TO A POINT OF TANGENCY; THENCE S 53°10'00" W, A DISTANCE OF 173.22 FEET; THENCE S 12°00'00" W, A DISTANCE OF 214.64 FEET; THENCE S 30°29'00" E, A DISTANCE OF 476.10 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 37°30'39" E, AT A DISTANCE OF 225.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'08", A DISTANCE OF 7.14 FEET; THENCE S 39°19'47" E, A DISTANCE OF 50.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 39°19'47" E, AT A DISTANCE OF 175.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°50'47", A DISTANCE OF 27.02 FEET TO A POINT OF TANGENCY; THENCE N 59°31'00" E, A DISTANCE OF 3.21 FEET; THENCE S 30°29'00" E, A DISTANCE OF 127.62 FEET; THENCE S 61°39'00" W, A DISTANCE OF 115.08 FEET; THENCE S 46°51'03" W, A DISTANCE OF 56.18 FEET; THENCE S 19°50'00" W, A DISTANCE OF 85.33 FEET; THENCE S 21°20'00" E, A DISTANCE OF 391.88 FEET; THENCE S 30°51'03" E, A DISTANCE OF 151.19 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 301 (STATE ROAD No. 43); THENCE S 59°08'57" W, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 235.99 FEET; THENCE N 61°37'53" W, A DISTANCE OF 655.02 FEET; THENCE N 64°19'19" W, A DISTANCE OF 597.59 FEET; THENCE N 66°04'42" W, A DISTANCE OF 725.58 FEET; THENCE N 57°00'39" W, A DISTANCE OF 34.14 FEET; THENCE N 29°56'00" E, A DISTANCE OF 586.29 FEET; THENCE N 24°47'00" E, A DISTANCE OF 481.61 FEET; THENCE N 38°58'00" E, A DISTANCE OF 729.02 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 2; THENCE S 01°19'19" E, A DISTANCE OF

98.05 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID N.E. 1/4; THENCE N 88°33'05" E, ALONG THE NORTH LINE OF SAID

SOUTH 1/2 OF THE SOUTH 1/2 OF THE N.E. 1/4, A DISTANCE OF 2633.14 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF SAID 96th AVENUE EAST; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S 01°07'55" E, A DISTANCE OF 681.65 FEET; (2) S 01°03'53" E, A DISTANCE OF 0.10 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

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

CONTAINING 92.14 ACRES, MORE OR LESS.

**EXHIBIT "B"**

[List of Holdings]

## EXHIBIT AB@

List of Holdings  
at  
**Creekside Preserve II**

The following is a list of holdings at Creekside Preserve II presently under construction, to be completed by the Developer, to wit:

1. Tract A: Consists of a 7.25 acre (MOL) parcel of land designated as private road (39<sup>th</sup> Street Circle East, 91<sup>st</sup> Avenue East, 41<sup>st</sup> Street East, 90<sup>th</sup> Avenue East, 41<sup>st</sup> Street East) and public utility easement.
2. Tract B: Consists of a 0.47 acre (MOL) parcel of land designated as open space and drainage easement.
3. Tract C: Consists of a 1.10 acre (MOL) parcel of land designated as open space and drainage easement and includes a 35' landscape buffer, a paved emergency access, a portion of the pedestrian trail, and recreational area.
4. Tract CE1: Consists of a 13.29 acre (MOL) parcel of land designated as open space and Manatee County Conservation/Drainage Easement and includes a 10' public utility easement, a 35' landscape buffer and an ingress/egress easement that is recorded in O.R.B. 60, Page 683; O.R.B. 426, Page 496; O.R.B. 455, Page 76; O.R.B. 683, Page 492; O.R.B. 441, Page 664; and O.R.B. 546, Page 909.
5. Tract CE2: Consists of a 1.32 acre (MOL) parcel of land designated as open space and Manatee County Conservation/Drainage Easement and contains a 35' landscape buffer and a portion of the pedestrian trail.
6. Tract CE3: Consists of a 7.18 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement and contains a 10' public utility easement, a 25' landscape roadway buffer, a 30' landscape buffer, a 40' wide sanitary sewer easement that is recorded in O.R.B. 122, Page 1678, a public drainage easement, a portion of the pedestrian trail, and a 15' landscape buffer.
7. Tract CE4: Consists of a 4.08 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement and open space.
8. Tract D: Consists of a 1.15 acre (MOL) parcel of land designated as open space and drainage easement and includes a portion of the pedestrian trail and a 35' landscape buffer.



9. Tract DE1: Consists of a 9.30 acre (MOL) parcel of land designated as drainage easement and open space and includes a 10' public utility easement, a 35' landscape buffer, a 25' ingress/egress easement that is recorded in O.R.B. 60, Page 683; O.R.B. 426, Page 492; O.R.B. 426, Page 496; O.R.B. 441, Page 664; O.R.B. 455, Page 76; O.R.B. 546, Page 909.
10. Tract DE2: Consists of a 0.71 acre (MOL) parcel of land designated as drainage easement and open space and includes a 35' landscape buffer.
11. Tract DE3: Consists of a 1.82 acre (MOL) parcel of land designated as drainage easement and open space and includes a portion of the pedestrian trail.
12. Tract DE4: Consists of a 2.19 acre (MOL) parcel of land designated as drainage easement and open space and includes a portion of a public drainage easement.
13. Tract DE5: Consists of a 2.14 acre (MOL) parcel of land designated as drainage easement and open space and includes a portion of a 40' wide drainage easement recorded in O.R.B. 122, page 1678.
14. Tract DE6: Consists of a 0.46 acre (MOL) parcel of land designated as drainage easement and open space.
15. Tract DE7: Consists of a 1.25 acre (MOL) parcel of land designated as drainage easement and open space.
16. Tract DE8: Consists of a 3.01 acre (MOL) parcel of land designated as drainage easement and open space and includes a 10' public utility easement.
17. Tract E: Consists of a 0.50 acre (MOL) parcel of land designated as open space and drainage easement and includes a portion of the pedestrian trail.
18. Tract F: Consists of a 1.21 acre (MOL) parcel of land designated as open space and drainage easement and includes a recreational area which includes benches, a portion of the pedestrian trail, a footbridge with a cross-access easement to the Creekside Oaks Homeowners' Association common area Tract "B", children's playground climbing structure and swings, and an asphalt multipurpose court, a 10' public utility easement, and a portion of a 20' drainage easement.

19. Tract G: Consists of a 1.70 acre (MOL) parcel of land designated as open space and drainage easement and includes a portion of a 40' wide sanitary sewer easement that is recorded in O.R.B. 1202, Page 1678, a portion of the pedestrian trail, and a portion of a public drainage easement.
20. Tract H: Consists of a 0.57 acre (MOL) parcel of land designated as open space and includes a portion of a 40' wide sanitary sewer easement that is recorded in O.R.B. 122, Page 1678.
21. Tract I: Consists of a 0.18 acre (MOL) parcel of land designated as open space and drainage easement.
22. Tract J: Consists of a 0.15 acre (MOL) parcel of land designated as open space and includes a 10' public utility easement and a portion of a 20' drainage easement.
23. Tract K: Consists of a 4062 sf (MOL) parcel of land designated as open space and drainage easement and includes a 10' utility easement.

EXHIBIT "C"

[Maintenance Program]

## MAINTENANCE PROGRAM

It is anticipated that the budgetary information submitted for the first year of operations will provide for adequate funds to maintain and operate the facilities provided by Developer.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Covenants, Conditions, Easements, and Restrictions to which each lot is subject.

The maintenance of the open space areas, depicted on the plat, will include appropriate routine mowing, tree trimming, pest and weed control, irrigation repair, plan trimming and replacement, and lake cleaning and treatment.

The lake areas require continual inspection and maintenance, provision for which has been made at least quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management District and Manatee County. The above permit conditions are regulated and performed by the Creekside Preserve Homeowners' Association, Inc., to which the Declaration is subject.

Maintenance of recreation will require routine maintenance and repair. Replacement of some improvements may be necessary from time to time.

In all events, a program is being established and will be established respecting all areas of the Subdivision, so as to assure compliance with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

Southwest Florida Water Management District Permit 44020286.002. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

**EXHIBIT "D"**

[Rules of Arbitration]

## RULES OF ARBITRATION

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, Claimant may notify any Florida chapter of The Community Associations Institute, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the Arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.

10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

12. There will be no post-hearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

EXHIBIT "E"

[Notice to Buyers]



NOTICE TO BUYERS

To the Purchasers of Lots in Creekside Preserve II, a subdivision in Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your Lot is subject to:

1. The Declaration of Covenants, Conditions and Restrictions for Creekside Preserve , as amended from time to time (the "Declaration"), a copy of which is provided upon execution of your contract to purchase.

2. Ownership of a Lot in said Subdivision automatically makes you a member of Creekside Preserve Homeowners' Association, Inc., a Florida non-profit corporation, and you are subject to its By-Laws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.

3. Creekside Preserve Homeowners' Association, Inc. owns and has the right and power to assess and collect, as provided in its By- Laws, the costs of maintenance of the Common Property, which you have the right to enjoy, in accordance with the Declaration. A proposed budget for the first ten years is attached as Exhibit "A", but is subject to adoption, amendment, and/or modification by the Board of Directors.

4. The initial proposed assessment by the Association is \$734.00 annually for each Lot. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision.

5. The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to final site plan approval for Creekside Oaks Phase III (PDR-02-39(P)/04-5-50/FSP-04-69). Such plan approval requires that each Lot owner plant one (1) canopy tree for every fifty (50) linear feet of right of way in accordance with the lot tree chart set forth below, each tree having a minimum of two and one-half inches (2.5") caliper at planting, with the additional requirements that (i) trees shall be planted within the first twenty (20) feet of the front yard, but not within a public or private utilities easement, and not closer together than twenty five (25) feet unless a decorative grouping or alternative method is chosen and approved by Manatee County; (ii) trees must meet the requirements of Sections 715.4B and 715.3.4 of the Manatee County Land Development Code; (iii) existing native trees should be used to fulfill the requirements of this paragraph whenever they meet the spacing and size requirements hereof, and no certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this paragraph have been satisfied. ARC approval as required by Article 9 of the Declaration shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County, Florida. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. If an Owner has failed to comply with the foregoing requirements, then after notice and compliance with the procedural requirements of the Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense. A Tree Planting Summary, which defines requirements fro approved Subdivision tree installation, is attached as Exhibit "B".

6. Landscape plantings and irrigation shall be provided at various Common Area and Landscape Buffer locations within the Subdivision, as shown in the Final Site Plan for Creekside Oaks Phase III (PDR-02-39(P)/04-S-50/FSP-04-69). Purchasers are hereby notified that such plantings are a code

requirement, constituting an obligation on the part of the Creekside Preserve Homeowners' Association, Inc., to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and planting shall be borne as a Common Expense by the Association.

7. It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the requirements, if any, of the Manatee County Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future.

8. Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes and Easement Grantee, the Manatee County Land Development Code, and the following provisions.

Prohibited Acts and Uses. Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (i) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (ii) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;
- (iii) Removing, mowing, trimming, or destroying trees, shrubs or other vegetation;
- (iv) Excavation, dredging or removing of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;
- (v) Using the surface are of the Conservation Easement, except for purposes that permit the land or water areas to remain in its natural condition;
- (vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;
- (vii) Acting upon or using the Conservation Easement in a manner detrimental to such retention of land or water areas;
- (viii) Acting upon or using the Conservation Easement in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;
- (ix) Constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; or
- (x) Applying herbicides, pesticides, or fertilizers.

9. The following language is included as part of the deed restrictions for each Lot:

- Unless otherwise specified by the terms of the applicable Southwest Florida Water Management District permit, two copies of all information and reports required by

the applicable permit shall be submitted to:

Sarasota Regulation Department  
Southwest Florida Water Management District  
670 Fruitville Road  
Sarasota, FL 34240-9711

The applicable permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

- No Owner within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded Plat of the

Subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department.

- No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the Subdivision includes a wetland mitigation area, as defined in Section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.
- The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.
- Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities.
- If the Association ceases to exist, all of the Lot Owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h.
- For Subdivisions which have on-site wetland mitigation as defined in Section 1.7.24, which requires on going monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is (are) successful in accordance with the Environmental

Resource Permit.

- Each property Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).
- The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

- The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District' Regulation Manager, Sarasota Service Office.
- All Lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Sarasota Regulation Department) as part of the deed restrictions:

"The Lot Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Service Office, Regulation Manager."

10. Portions of the Property are or may be adjacent to neighboring agricultural uses. Such uses may include the possible use of pesticides and herbicides and of odors and noises associated with agricultural uses.

11. There is an emergency access to the property to the north.

12. Prior to issuance of a Certificate of Occupancy by the County, the Owner of a Lot must submit to the Driveway Inspection Section of the Transportation Department a certificate signed by an Engineer or Surveyor, in the form required by the County, with respect to substantial compliance with the Drainage and Grading Plan for the Subdivision, as recorded in the Public Records.

The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any lot sales contract between Buyer and Developer.

EXHIBIT "A" TO EXHIBIT "E"

[TEN YEAR BUDGET]

**Creekside Preserve Phase Two**

**Ten Year Fiscal Budget**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Street Lights	\$ 6,234	\$ 6,390	\$ 6,550	\$ 6,713	\$ 6,881	\$ 7,053	\$ 7,230	\$ 7,410	\$ 7,596	\$ 7,786
Street Repairs and Maintenance	\$ 3,117	\$ 3,195	\$ 3,275	\$ 3,357	\$ 3,441	\$ 3,527	\$ 3,615	\$ 3,705	\$ 3,798	\$ 3,893
Pond/Wetland Management	\$ 7,793	\$ 7,987	\$ 8,187	\$ 8,392	\$ 8,602	\$ 8,817	\$ 9,037	\$ 9,263	\$ 9,495	\$ 9,732
Electricity	\$ 6,234	\$ 6,390	\$ 6,550	\$ 6,713	\$ 6,881	\$ 7,053	\$ 7,230	\$ 7,410	\$ 7,596	\$ 7,786
Landscape Maintenance and Replacement	\$ 62,341	\$ 63,899	\$ 65,497	\$ 67,134	\$ 68,813	\$ 70,533	\$ 72,296	\$ 74,104	\$ 75,956	\$ 77,855
Irrigation Repair	\$ 3,117	\$ 3,195	\$ 3,275	\$ 3,357	\$ 3,441	\$ 3,527	\$ 3,615	\$ 3,705	\$ 3,798	\$ 3,893
Gate Maintenance	\$ 3,117	\$ 3,195	\$ 3,275	\$ 3,357	\$ 3,441	\$ 3,527	\$ 3,615	\$ 3,705	\$ 3,798	\$ 3,893
Water	\$ 2,598	\$ 2,662	\$ 2,729	\$ 2,797	\$ 2,867	\$ 2,939	\$ 3,012	\$ 3,088	\$ 3,165	\$ 3,244
Management Fees	\$ 6,234	\$ 6,390	\$ 6,550	\$ 6,713	\$ 6,881	\$ 7,053	\$ 7,230	\$ 7,410	\$ 7,596	\$ 7,786
Legal	\$ 3,117	\$ 3,195	\$ 3,275	\$ 3,357	\$ 3,441	\$ 3,527	\$ 3,615	\$ 3,705	\$ 3,798	\$ 3,893
Administrative Overhead	\$ 1,559	\$ 1,597	\$ 1,637	\$ 1,678	\$ 1,720	\$ 1,763	\$ 1,807	\$ 1,853	\$ 1,899	\$ 1,946
Playground Maintenance	\$ 3,117	\$ 3,195	\$ 3,275	\$ 3,357	\$ 3,441	\$ 3,527	\$ 3,615	\$ 3,705	\$ 3,798	\$ 3,893
Accounting	\$ 1,559	\$ 1,597	\$ 1,637	\$ 1,678	\$ 1,720	\$ 1,763	\$ 1,807	\$ 1,853	\$ 1,899	\$ 1,946
Insurance	\$ 3,117	\$ 3,195	\$ 3,275	\$ 3,357	\$ 3,441	\$ 3,527	\$ 3,615	\$ 3,705	\$ 3,798	\$ 3,893
Operating Contingency	\$ 13,590	\$ 13,930	\$ 14,278	\$ 14,635	\$ 15,001	\$ 15,376	\$ 15,761	\$ 16,155	\$ 16,558	\$ 16,972
Capital Reserve	\$ 3,117	\$ 3,195	\$ 3,275	\$ 3,357	\$ 3,441	\$ 3,527	\$ 3,615	\$ 3,705	\$ 3,798	\$ 3,893
<b>Total</b>	<b>\$ 129,960</b>	<b>\$ 133,209</b>	<b>\$ 136,539</b>	<b>\$ 139,952.</b>	<b>\$ 143,451</b>	<b>\$ 147,038</b>	<b>\$ 150,713</b>	<b>\$ 154,481</b>	<b>\$ 158,343</b>	<b>\$ 162,302</b>
<b>Per Unit</b>	<b>734.00</b>	<b>753.00</b>	<b>771.00</b>	<b>791.00</b>	<b>810.00</b>	<b>831.00</b>	<b>851.00</b>	<b>873.00</b>	<b>895.00</b>	<b>917.00</b>

EXHIBIT "B" TO EXHIBIT "E"

[TREE PLANTING SUMMARY]

EXHIBIT "B" to EXHIBIT "E"  
 Page 1 of 1  
 LOT TREE CHART & COMMON AREA TREES - TOTAL  
 CREEKSIDE PRESERVE PHASE II

TABLE I				
LOT #	2.5"	5"	7"	TOTAL
1	1	0	0	1
2	1	0	0	1
3	1	0	0	1
4	1	0	0	1
5	1	0	0	1
6	1	0	0	1
7	1	0	0	1
8	1	0	0	1
9	1	0	0	1
10	1	0	0	1
11	1	0	0	1
12	1	0	0	1
13	1	0	0	1
14	1	0	0	1
15	1	0	0	1
16	1	0	0	1
17	2	0	0	2
18	1	0	0	1
19	1	0	0	1
20	1	0	0	1
21	1	0	0	1
22	1	0	0	1
23	1	0	0	1
24	1	0	0	1
25	2	0	0	2
26	2	0	0	2
27	1	0	0	1
28	1	0	0	1
29	2	0	0	2
30	1	0	0	1
31	1	0	0	1
32	1	0	0	1
33	1	0	0	1
34	2	0	0	2
35	1	0	0	1
36	1	0	0	1
37	1	0	0	1
38	1	0	0	1
39	1	0	0	1
40	0	0	0	0
41	1	0	0	1
42	2	0	0	2
TOTAL	47	0	0	47

TABLE II				
LOT #	2.5"	5"	7"	TOTAL
43	1	0	0	1
44	1	0	0	1
45	1	0	0	1
46	1	0	0	1
47	1	0	0	1
48	1	0	0	1
49	1	0	0	1
50	2	0	0	2
51	2	0	0	2
52	1	0	0	1
53	1	0	0	1
54	1	0	0	1
55	1	0	0	1
56	2	0	0	2
57	1	0	0	1
58	1	0	0	1
59	1	0	0	1
60	1	0	0	1
61	1	0	0	1
62	1	0	0	1
63	1	0	0	1
64	2	0	0	2
65	1	0	0	1
66	1	0	0	1
67	2	0	0	2
68	1	0	0	1
69	1	0	0	1
70	1	0	0	1
71	1	0	0	1
72	1	0	0	1
73	1	0	0	1
74	1	0	0	1
75	2	0	0	2
76	1	0	0	1
77	2	0	0	2
78	4	0	0	4
79	1	0	0	1
80	1	0	0	1
81	1	0	0	1
82	1	0	0	1
83	1	0	0	1
84	1	0	0	1
TOTAL	52	0	0	52

TABLE III				
LOT #	2.5"	5"	7"	TOTAL
85	1	0	0	1
86	1	0	0	1
87	2	0	0	2
88	2	0	0	2
89	1	0	0	1
90	2	0	0	2
91	2	0	0	2
92	2	0	0	2
93	1	0	0	1
94	1	0	0	1
95	2	0	0	2
96	1	0	0	1
97	1	0	0	1
98	1	0	0	1
99	1	0	0	1
100	1	0	0	1
101	1	0	0	1
102	1	0	0	1
103	2	0	0	2
104	2	0	0	2
105	3	0	0	3
106	3	0	0	3
107	1	0	0	1
108	1	0	0	1
109	1	0	0	1
110	1	0	0	1
111	1	0	0	1
112	1	0	0	1
113	1	0	0	1
114	1	0	0	1
115	1	0	0	1
116	1	0	0	1
117	1	0	0	1
118	1	0	0	1
119	1	0	0	1
120	1	0	0	1
121	1	0	0	1
122	4	0	0	4
123	3	0	0	3
124	1	0	0	1
125	1	0	0	1
126	1	0	0	1
TOTAL	59	0	0	59

TABLE IV				
LOT #	2.5"	5"	7"	TOTAL
127	1	0	0	1
128	1	0	0	1
129	1	0	0	1
130	1	0	0	1
131	1	0	0	1
132	1	0	0	1
133	1	0	0	1
134	1	0	0	1
135	2	0	0	2
136	2	0	0	2
137	4	0	0	4
138	1	0	0	1
139	1	0	0	1
140	1	0	0	1
141	1	0	0	1
142	1	0	0	1
143	2	0	0	2
144	1	0	0	1
145	1	0	0	1
146	2	0	0	2
147	1	0	0	1
148	2	0	0	2
149	2	0	0	2
150	1	0	0	1
151	1	0	0	1
152	1	0	0	1
153	1	0	0	1
154	1	0	0	1
155	2	0	0	2
156	1	0	0	1
157	2	0	0	2
158	3	0	0	3
159	3	0	0	3
TOTAL	48	0	0	48

TABLE V				
LOT #	2.5"	5"	7"	TOTAL
160	2	0	0	2
161	1	0	0	1
162	1	0	0	1
163	1	0	0	1
164	1	0	0	1
165	1	0	0	1
166	1	0	0	1
167	1	0	0	1
168	1	0	0	1
169	1	0	0	1
170	1	0	0	1
171	1	0	0	1
172	1	0	0	1
173	1	0	0	1
174	2	0	0	2
175	2	0	0	2
176	3	0	0	3
TOTAL	22	0	0	22

COMMON AREA TOTAL	SABAL PALM	LIVE OAK 2.5"	LIVE OAK 3"	LIVE OAK 5"	LIVE OAK 7"	LAUREL OAK 7"	SLASH PINE 3"
28	0	3	4	70	90	6	12
LOT TABLE I TOTAL	0	47	0	0	0	0	0
LOT TABLE II TOTAL	0	52	0	0	0	0	0
LOT TABLE III TOTAL	0	59	0	0	0	0	0
LOT TABLE IV TOTAL	0	48	0	0	0	0	0
LOT TABLE V TOTAL	0	22	0	0	0	0	0
PHASE II TOTAL*	28	231	4	70	90	6	12

\*Proposed trees may utilize Live Oak, Slash Pine, Magnolia, or Red Cedar at the same caliper listed above. Trees must be at minimum Florida No. 1 grade. PAGE 8 OF 8



EXHIBIT "F"

[Right of Entry]

RIGHT OF ENTRY  
and  
COMPLIANCE WITH MANATEE COUNTY  
LAND DEVELOPMENT CODE

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

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

updated 6/20/95