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DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
MAPLE LAKES

THIS DECLARATION of Protective Covenants, Conditions and Restrictions, hereinafter referred to as the "Protective Covenants" is made this 16th day of MAY, 1988, by WILLIAM A. SABA, As Trustee U/A dated December 8, 1986 and Deed In Trust recorded in Official Records Book 1167, Pages 927 through 930, Public Records, Manatee County, Florida, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner in fee simple of a certain parcel of real property located in Manatee County, Florida, described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Declarant desires to create thereon a community comprised of residential subdivision lots, together with permanent open spaces, landscaped buffer areas and access areas for the benefit of the community; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon and to that end desires to subject the subject real property to the covenants, conditions, restrictions, charges and liens hereinafter set forth, all of which are for the benefit of said Property and all future Owners thereof; and

WHEREAS, the Declarant has incorporated MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, as the entity which shall be delegated and assigned the powers and duties of owning, operating and maintaining the properties and facilities in accordance with these Protective Covenants, as well as enforcing the covenants and restrictions and collecting the assessments and charges pursuant hereto, all for the purpose of promoting the recreation, convenience, safety and welfare of the residents of MAPLE LAKES;

NOW, THEREFORE, the Declarant hereby declares that the real property described on Exhibit "A" attached hereto is and shall be held, owned, sold, transferred, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes and liens hereinafter set forth, which shall be binding upon all persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

THIS INSTRUMENT PREPARED BY:
WILLIAM A. SABA, ATTORNEY AT LAW
1390 MAIN STREET, SUITE 820
SARASOTA, FLORIDA 34236

RECORD VERIFIED
R.B. SHORP, CLERK OF CIRCUIT COURT
BY: *[Signature]*

ARTICLE I
DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof. A copy of the Bylaws of the Association is attached hereto as Exhibit "C" and made a part hereof.

Section 2. "Association" shall mean and refer to MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, its successors and assigns.

Section 3. "Association Expenses" shall mean the expenses incurred by the Association in performing its duties and obligations and which are payable by the Owners to the Association for the purposes and in the manner set forth in these Protective Covenants.

Section 4. "Association Property" shall mean all real and personal property transferred to or held by the Association and any easement or use rights held by the Association for the benefit of all members.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Common Area" shall mean those areas of real property reflected on the Plat of MAPLE LAKES, which are dedicated to the common use and benefit of the members of the Association and the term is used interchangeably with the term "Association Property".

Section 7. "Declaration" shall mean the covenants, conditions, restrictions, easements and all other terms and provisions contained in this document, as the same may be amended from time to time, and the term is used interchangeably with the term "Protective Covenants".

Section 8. "Declarant" shall mean and refer to the Developer, WILLIAM A. SABA, as Trustee, and the term is used interchangeably with the term "Developer".

Section 9. "Institutional Mortgagee" shall mean any lending institution holding a construction mortgage lien on any portion of the Property within MAPLE LAKES SUBDIVISION or having a permanent mortgage lien on any of the residences located therein.

Section 10. "Lot" shall mean a separate and distinct parcel of real property depicted and referred to by Lot number on the Plat of MAPLE LAKES SUBDIVISION.

Section 11. "Occupant" shall mean the person occupying a Residential Unit who is the Owner, guest of an Owner or lessee.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Property" shall mean all of the real property described on Exhibit "A" attached, and any personal property subject to this Declaration.

Section 14. "Rules and Regulations" shall mean the rules, regulations and policies which may be promulgated by the Board from time to time by resolution duly made and carried.

Section 15. "Unit", "Residential Unit" or "Dwelling Unit" shall mean and refer to any residential lot, as reflected on the plat of MAPLE LAKES SUBDIVISION and does not include the Common Areas.

Section 16. "Transfer Date" shall mean the date the Developer relinquishes the right to appoint a majority of the members of the Board and conveys title to the Common Areas to the Association.

Section 17. The use of gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the use of the singular.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

Section 1. The Declarant intends to develop the land described on Exhibit "A" with land improvements which will accommodate a total of sixty (60) Residential Units substantially in accordance with the plat of MAPLE LAKES SUBDIVISION.

Section 2. The Plat of MAPLE LAKES SUBDIVISION consisting of single-family residential subdivision lots has heretofore been recorded in Plat Book 24, Pages 62 through 70, Public Records of Manatee County, Florida.

Section 3. Certain areas delineated on the Plat of MAPLE LAKES, will be for the use and benefit of all of the Owners of Residential Units in MAPLE LAKES. Such areas are as follows:

(A) The area of land designated on the MAPLE LAKES Plat as "FENCE, LANDSCAPE AND SIGN EASEMENT AREA", constituting part of Lots 1 and 2, Block "A", Lots 1 and 15, Block "B" and Lot 1, Block "C", is hereby set aside, designated and committed for the purposes and use as a landscaped area with fencing and community and/or project identification signs for the use and benefit of all of the members of the Association. The initial design of the landscaping fencing and signs shall be at the sole discretion of the Declarant and any changes, alterations or modifications thereof may be made only by the Association in accordance with its Articles of Incorporation and Bylaws. A perpetual, exclusive easement is hereby granted by the Declarant to the Association for the use and benefit of the members thereof. This grant of easement is subject to the utilities and drainage easements set forth and reserved on the plat of MAPLE LAKES SUBDIVISION.

(B) The area of land designated as "PARCEL "A" PRESERVE AREA" on the Plat of MAPLE LAKES SUBDIVISION constitutes wetlands and is hereby set aside, designated and committed as a preserve area and shall remain in its natural state, with no improvements of any nature being constructed thereon in perpetuity. Additionally, said area shall be subject to that certain "Conservation Easement" in favor of the Department of Environmental Regulation of the State of Florida executed pursuant to Florida Statutes Section 704.06. Said area shall however be for the benefit and use of all of the owners of lots in MAPLE LAKES SUBDIVISION provided however that any such use shall not be inconsistent with the area remaining in its natural state. At such time as operation of the Association is turned over to the unit owners pursuant to the terms of this Declaration and the exhibits hereto, Declarant shall transfer the fee simple title to said "PARCEL "A" PRESERVE AREA" to the Association. The Association shall maintain the area in its natural state free of all trash, rubbish and refuse. The restrictions upon use of said "PARCEL "A" PRESERVE AREA" contained herein shall constitute covenants running with the land. The MAPLE LAKES HOMEOWNER'S ASSOCIATION shall submit "Enhancement Monitoring Reports" to the Department of Environmental Regulation of the State of Florida quarterly the first (1st) and semi-annually thereafter for the duration of DER Permit No. 411319763. The expense of preparation and submission of such reports shall be an Association expense. The Association shall further provide quarterly monitoring for the first (1st) year and semi-annual monitoring for the next two (2) years to assure establishment of aquatic vegetation in said Preserve Area as required by The Southwest Florida Water Management District at Association expense.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Residential Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Residential Unit which is subject to assessment.

Section 2. The Association shall have three classes of voting membership as follows:

1. **THE CLASS "A" MEMBERS** shall be all Owners of Residences or Dwelling Units which have been constructed and conveyed to such Owners and shall be entitled to one (1) vote for each Residential Unit owned. When more than one (1) person holds an interest in any Residential Unit, all such persons shall be members. The vote for such Residential Unit shall be exercised as the multiple Owners may

determine, but in no event shall more than one (1) vote be cast with respect to any one Residential Unit.

2. THE CLASS "B" MEMBER shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each subdivision Lot owned. The Class "B" Membership shall cease and be converted to Class "A" Membership upon the happening of either of the following events, whichever shall first occur:

(a) When ninety percent (90%) of the Lots and/or Units have been conveyed to homeowners; or

(b) Upon expiration of five (5) years from and after the date of closing on the sale of the first subdivision Lot by the Declarant.

3. THE CLASS "C" MEMBERS shall be the Owners (other than the Declarant or the Declarant's Assignee of the development rights as specified in the Declaration) of vacant subdivision Lots and such Owners shall be entitled to one-half (1/2) vote for each vacant subdivision Lot. The same principal with respect to multiple Owners constituting Class "A" Members specified above shall apply to Class "C" Members. Upon issuance of Certificates of Occupancy by Manatee County on residences to Class "C" Members, the Class "C" Memberships shall automatically be converted to Class "A" Memberships.

ARTICLE IV COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots within MAPLE LAKES SUBDIVISION. The primary purpose of these covenants and restrictions is the creation and maintenance of a community which is aesthetically pleasing as well as functionally convenient.

Section 1. USE: No Lot may be used for any purpose other than solely and exclusively for single-family residential purposes, or for recreational purposes associated with such residential use. Nothing contained herein shall prevent an Owner from leasing a residence subject to the conditions and covenants contained in this Declaration.

Section 2. NUISANCE: No activity may be indulged in or permitted upon any Lot which may constitute or become a nuisance to the other Owners.

Section 3. LAW: No use may be made of any Lot which violates any Federal, State or local laws, ordinances or regulations.

Section 4. ANTENNAS: There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of the structures, nor shall any such antenna be permitted or maintained inside a structure which emanates or creates radio or television reception

interference with any neighboring residences. Provided however, that this provision shall not apply to the Declarant and/or the Association with respect to the installation of equipment necessary for a master antenna system, cable T.V. system or other similar systems within the Property.

Section 5. HAZARDS: Owners may not permit or allow to persist any activity or condition upon or within any Lot which will result in any fire or health hazard or which results in increased insurance rates for other Owners or with respect to the Common Areas. No burning of trash, refuse or garbage shall be permitted on any Lot.

Section 6. ANIMALS: No animals, livestock or poultry of any kind may be bred, raised or kept for commercial purposes on or in any Lot. House pets may be kept provided the same do not become a nuisance to other residents. Exposed excrement on Lots, lawns or streets shall be considered a nuisance. All pets must be secured by a leash or lead when the same are outside of a residence or permitted enclosed area for the maintenance and confinement of pets.

Section 7. SIGNS: No signs of any type shall be displayed to public view on any Lot except as follows:

(A) One (1) non-illuminated ground sign of no more than four feet (4') in height nor four (4) square feet in area advertising a Lot.

(B) one (1) sign of not more than one (1) square foot may be used to designate the name of the resident;

(C) the Declarant or the Association may grant to developers the authority to utilize "Model Home" signs, provided however, any such signs shall be used only with the prior written consent of the Declarant or the Association which consent will not be unreasonably withheld.

Section 8. UNSIGHTLY OBJECTS: Each Owner shall prevent the development of any unclean, unsightly or unkept conditions of structures or grounds on or about the Lot, which shall decrease the beauty of the neighborhood. No laundry, garments or other unsightly objects may be hung outside of a dwelling, nor may any trash, rubbish, refuse or garbage be allowed to accumulate other than in appropriate receptacles which shall be hidden from view. No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any Lot or parcel, all of which shall be kept mowed and clear of debris and excessive and unsightly vegetation by the Owners thereof. Failure to maintain lawns and landscaping shall be deemed to impair the value of the other Lots within the Property and to be hazardous to the health and welfare of the residents. In the event of failure of any Owner to comply with this provision upon demand by the Declarant or the Association, the Declarant or the Association may enter upon the Lot in violation and remedy the condition by mowing, removing weeds, underbrush or refuse or taking such other action as may be required. Such action shall be permitted and shall not constitute a trespass. The cost thereof shall be paid by the Owner, failing which the same shall become a lien on the Lot, collectable in the same manner as delinquent maintenance payments as hereinafter specified.

Section 9. WELLS: No private water wells may be drilled within the Property except by the Declarant, without the prior written approval of the Declarant.

Section 10. OBSTRUCTIONS: Owners of Lots may not obstruct roads or other common ways of ingress and egress or easement areas or Common Areas. No Owner may utilize any portion of the Common Areas in a manner which abridges the equal rights of the other Owners.

Section 11. PARKING: No commercial vehicles, trucks, buses, vans, boats, motorcycles, campers, mobile homes, motor homes or other vehicles or equipment, with the exception of non-commercial private automobiles of Owners may be parked, stored or maintained on or about any Lot or in any common area exposed to the view of residents. Service vehicles during the time they are actually serving Owners, the Declarant or the Association and the mooring of boats alongside permitted docks or wharfs on lakeside Lots shall not be deemed to be in violation of this provision. In the event of a dispute as to the type of vehicle involved the State of Florida Vehicle Registration shall control. The Declarant or the Association shall have the right to cause any vehicles in violation of this provision to be towed away with the costs to be borne by the vehicle owner or the violator.

Section 12. TEMPORARY STRUCTURES: No temporary structures or out buildings of any type shall be permitted or maintained upon any Lot except those utilized by contractors in connection with construction of residences thereon and permitted by the Declarant. Such permitted temporary structures may not at any time be used as residences or permitted to remain on the Property after completion of construction.

Section 13. TREES: No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Declarant. Approval for the removal of trees located within ten (10) feet of a residence or within ten (10) feet of the site for the construction thereof will be granted unless such removal will substantially decrease the beauty of the Property.

Section 14. SUBDIVIDING LOTS: No "single family" Lot shall at any time be sold or transferred other than in its entirety, as a whole Lot. The foregoing shall not, however, prevent:

1. An Owner of a vacant Lot from conveying part of the same to one adjoining side Lot Owner and the remaining portion of the Lot to the other adjoining side Lot Owner, provided both such conveyances are made concurrently, or
2. an Owner of two (2) or more contiguous Lots from conveying part of one (1) to an adjoining side Lot Owner, provided the ownership of the land retained shall have a frontage and total area of not less than one (1) of the whole Lots originally owned.

In the event a portion of any Lot shall once be conveyed as permitted under Subparagraphs (a) or (b) above, the portion of a Lot so conveyed and the adjoining Lot owned by the Grantee thereof shall together thereafter be deemed to constitute one (1) Lot, and in the case provided in Subparagraph (b), the portion of a Lot retained and the adjoining whole Lot shall together thereafter

be deemed to constitute one (1) Lot and shall not in any event thereafter be further subdivided or sold, except as a single Lot. In no event shall this provision be interpreted to allow unplanned or additional density.

Section 15. FENCES, WALLS AND HEDGES: No fences, walls, hedges or other enclosures or dividers of any kind in excess of two (2) feet in height shall be constructed, permitted or maintained which are located between the residence and the front Lot line of any Lot or the street. For purposes of this provision, corner Lots shall be deemed to have two (2) front Lot lines. Fences, walls and hedges not in excess of six (6) feet in height are permitted from the front setback line to the side and rear Lot lines with the prior written consent of the Declarant or the Architectural Control Committee. No wall, fence, hedge or other enclosures or dividers of any kind other than a chain link fence no more than four (4) feet in height may be permitted between the rear of a residence and the water in those instances where the rear Lot line borders on a lake. Any such chain link fence shall be no closer to the lake than the ordinary high water. In measuring the heights of fences, walls, hedges or other enclosures or dividers, the point from the average grade of the Lot to the horizontal plane of the highest point of such fence, hedge or other structure shall govern.

Section 16. UTILITIES: All buildings shall utilize and be connected to central water and sewerage service, provided the same are available. All utility lines and lead in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage lines located within the Property shall be underground. The areas reflected on the Plat of MAPLE LAKES SUBDIVISION, as "Utility Easements" shall not be obstructed or modified in any manner which might interfere with the installation and maintenance of underground utility lines. The areas of such easements shall be maintained by the Owners thereof and the improvements installed therein shall be maintained by the Owners of such equipment.

Section 17. DRAINAGE: No Owner may fill or grade a Lot to the extent that the drainage plan for MAPLE LAKES SUBDIVISION or any ordinance of the County of Manatee relating to drainage will be violated, nor shall a Lot be filled or graded in a manner or to an extent that proper drainage of any adjacent Lot will be adversely affected. In the event of a dispute as to whether this restriction has been violated, the Declarant or when created, the Architectural Control Committee shall be the final authority. The slope, grade and elevation within the drainage easement areas designated on the Plat of MAPLE LAKES SUBDIVISION, shall not be obstructed or modified in any manner which may interfere with surface drainage within the Property.

Section 18. BUILDING STANDARDS: All residences constructed on the Lots in MAPLE LAKES SUBDIVISION shall conform to the following building standards:

1. Each residence shall have an enclosed two (2) car garage with the garage door being a minimum of sixteen (16) feet in width, or with two (2) garage doors with each being a minimum of eight (8) feet in width.
2. The floor area of single-story residences shall be a minimum of 1150 square feet exclusive of open porches, lanais and garages.

3. No residence may exceed two (2) stories in height and two (2) story residences must have a minimum of 800 square feet in ground floor area, excluding open porches, lanais and garages.

4. All roofs shall be constructed of concrete tile, cedar shake shingles, fiber glass shingles, asphalt shingles with a minimum grade of 220 pounds or such other materials as may be approved by the Declarant or the Architectural Control Committee.

5. The exterior surfaces of residences may not be unfinished nor allowed to remain in a state of disrepair. Concrete block must be stuccoed with color or stuccoed and painted, and wood surfaces must be painted or stained.

6. All lawns shall be grass sodded upon completion of construction and extended to the pavement line in front.

Section 19. ACCESS: Access to all lots in MAPLE LAKES SUBDIVISION shall be via 33rd Lane E. and 34th Court E. as set forth on the plat and in no other manner. In no event shall the owner of a lot access, either temporarily or permanently the lot from Tallevast Road nor shall such owner access Tallevast Road from a lot or lots.

Section 20. DEVELOPMENT: Until such time as the Declarant and the developers who purchase blocks of Lots from the Declarant have closed on the sale of all of the Lots in MAPLE LAKES, neither the Owners or their use of the Property, nor the Association, nor any provision of this Declaration shall interfere with the development, construction, marketing and sale of the remaining Lots. The Declarant may make such use of the Property, including the Common Areas as may facilitate such development, construction and marketing, including, but not limited to, maintaining a sales office, showing the Property and displaying signs. The Declarant may assign all such rights to any developer who purchases blocks of Lots within the Property.

Section 21. REMEDIES FOR VIOLATION: In the event the Owner of any Lot shall violate or attempt to violate any of the covenants and restrictions contained in Article IV of this Declaration, the Declarant, the Association or any person or persons owning any substantial interest in any other Lot may prosecute any proceedings for the recovery of damages or for the purpose of remedying or preventing such violation against the person or persons violating or attempting to violate the restrictions. The remedies contained in this paragraph shall be construed as being cumulative of all other remedies now or hereafter provided by law. The right of the Declarant to enforce the restrictions shall be permissive in nature and there shall be no affirmative obligation to do so. Any person or entity, including the Declarant, who is successful in legal proceedings to enforce these covenants and restrictions shall be entitled to recover all reasonable costs and expenses including attorney's fees incurred in such proceedings and on appeal.

Section 22. VARIANCES: The absolute right and discretion is hereby reserved to the Declarant, and to the Association at such time as the operation thereof is turned over to the Owners, to grant variances from the obligation to comply

with any covenant or restriction contained in this Article IV in such instances where not to grant a variance would create a hardship or where a variance would be in keeping with the spirit and intent hereof or would be such as not to adversely affect any neighboring Owner or the Property as a whole. Any request for such variance shall be by written application setting forth in detail the variance requested and the reasons therefor. Such variance, if approved, shall be granted by the Declarant or the Association, in writing and shall be strictly complied with by the applicant. A variance must be executed with the formalities of a deed and shall be recorded in the Public Records of Manatee County, Florida, to become effective. No variance may be granted in violation of any Federal, State or local laws, ordinances or regulations.

Section 23. INVALIDATION: Invalidation of any one or more of the covenants and restrictions contained in this Article IV by judgment or court order or in any other manner, shall in no way effect any of the other provisions thereof, all of which shall remain in full force and effect.

ARTICLE V EASEMENTS

Section 1. UTILITIES: The Declarant hereby reserves for itself, its successors or assigns a perpetual, nonexclusive utility easement around the perimeter of the boundary lines of each Lot in the subdivision, such easement having a width of five (5) feet measured at right angles to and within the boundary lines of each such Lot. Declarant further so reserves the ten (10') foot utility easements and twenty (20') foot sanitary sewer and drainage easements reflected on the Plat of MAPLE LAKES. The easement areas may be entered upon, improved, used and occupied for purposes of installing and maintaining such public utilities as the Declarant or Public Utility Companies approved by or succeeding to the Declarant deem necessary for servicing the subdivision and Lots contained therein. Any wall, fences, paving, planting or other improvements placed on such easements by the owner of the Property on which the easement lies shall be removed, if required, by the Declarant, its successors or assigns at the expense of such Owner. Where a residence is built on a parcel consisting of more than one platted Lot, the said utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original line lying within said parcel, unless utility lines or storm drainage pre-exist.

Section 2. HAZARD CONTROL: The Declarant hereby reserves for itself, its successors or assigns and the Association a perpetual, nonexclusive easement over, across and under all Lots in the subdivision for purposes of dispensing pesticides and taking such other action as may be required or desirable to control insects and vermin and to control fires on the Property or any improvements thereon. Entrance upon Property pursuant to this provision shall not be deemed to constitute a trespass.

Section 3. DRAINAGE: The Declarant hereby reserves for itself, its successors and assigns, and the Association, perpetual, nonexclusive easements over, across and under the areas designated on the Plat of MAPLE LAKES SUBDIVISION, as "Drainage Easement" and "Flowage Easement" for purposes of providing and maintaining appropriate and effective drainage of the Property.

Utility and/or drainage and access easements in the areas designated for such purposes on the Plat and the Common Areas may be granted by the Declarant or the Association to any public or private utilities as may be necessary or desirable to provide utility services to the Property and maintain appropriate drainage thereof.

Section 4. PEDESTRIAN TRAFFIC: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Areas as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Areas as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners, the Declarant, and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Property except to the extent that space may be specifically designated and assigned for parking purposes.

Section 5. RESTRICTIONS: The Declarant hereby reserves for itself and its successor and assigns and the Association a perpetual easement to enter onto the Lots in the subdivision when necessary to enforce the covenants and restrictions set forth in Article IV of this Declaration. Such entry shall not be deemed to constitute a trespass.

Section 6. COMMON AREAS: The Declarant hereby reserves unto itself and its successors and assigns and the Association a perpetual, nonexclusive easement to enter upon the Common Areas for purposes of constructing and maintaining improvements thereto. All Owners of Lots in MAPLE LAKES SUBDIVISION are hereby granted a perpetual nonexclusive easement for the use of the Common Areas for the purposes and in the manner for which they are intended. Such grant of easement shall not in any way be construed to grant to the public or to any owners of land outside of MAPLE LAKES to the use and benefit of the Common Areas.

Section 7. RIGHT OF ENTRY BY COUNTY: State of Florida officials or their representatives and Manatee County Law Enforcement officers, health and pollution control personnel, emergency medical service personnel and fire fighting personnel, while in the pursuit and exercise of their official duties, shall have a right of entry on all Common Areas as well as an easement for ingress and egress over and across any common driveways.

ARTICLE VI
UTILITY SERVICES

Section 1. Utility services shall include, but not be limited to, electric power, water, sewage disposal, telephone and cable television services.

ARTICLE VII
ASSOCIATION EXPENSES; ASSESSMENTS

Section 1. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas shall constitute Association Expenses, and all other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Association Expenses.

Section 2. All Association Expenses and other expenses set forth in Section 3 below, shall be shared and payable to the Association on an equal basis by all Residential Unit Owners.

Section 3. There is hereby imposed upon each Residential Unit and its Owner, the affirmative covenant and obligation to pay to the Association; and upon the Association the obligation to assess, collect and expend, the Association's Expenses and those expenses hereinafter set forth:

(A) All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges and assessments, liens for public improvements, special charges and assessments; and, in general, all taxes on personal Property and improvements which are now and which hereafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

(B) All charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.

(C) The premiums on any policy or policies of insurance required under Article X hereof, together with the costs of such other policies of insurance, as the Board, with the consent of a majority of the Owners shall determine to be in the best interest of the Association.

(D) The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and all other persons who operate or are responsible for operating the Association.

(E) All expenses necessarily incurred in maintaining, preserving, repairing and replacing Common Areas and facilities.

(F) All sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas.

(G) The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expanded in providing services to collect sums owned by a particular Owner. In addition, the Association may retain a managing

company or contractors to assist in the operation of MAPLE LAKES and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be a part of the Association's Expense.

(H) The costs to the Association to indemnify and save harmless the Developer from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to Property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claims, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Developer may be compelled to incur and bring suit for the purposes of enforcing rights thereunder or for the purpose of compelling specific enforcement of the provisions, conditions, covenants and restrictions contained in the Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association Expenses. Further, the cost of the Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay any Association Expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association expense shall be reallocated amongst the Owners other than the Institutional Mortgagees.

(I) The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas (the "Capital Contributions") in amounts determined proper and sufficient by the Board. Each Owner understands and agrees that Capital Contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such Capital Contributions or funds comprised of the same. The Association shall be responsible for maintaining Capital Contributions in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid.

(J) Any special assessments that may be levied to defray extraordinary items of Association Expenses other than those contemplated to be paid by Capital Contributions and all other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association and which are not inconsistent with this Declaration, the Articles of Incorporation or the Bylaws, copy of the Bylaws being attached hereto as Exhibit "C" and made a part hereof.

(K) All expenses incurred in providing the Department of Environmental Regulation Reports and the reports to the Southwest Florida Water Management Department referred to in ARTICLE II, Section 3. B hereof.

ARTICLE VIII
DETERMINATION OF ASSESSMENTS

Section 1. All Owners in MAPLE LAKES SUBDIVISION, and the Association hereby agree that the Association Expenses shall be paid by the Association out of funds assessed to, collected from and paid by all Owners, provided, however, that the Declarant shall not be required to contribute any amounts for Association Expenses for Lots owned by the Declarant until no remaining Lots are being sold in the ordinary course of business. Each individual Owner other than the Developer or its successors or assigns shall be required to pay Association Expenses.

Section 2. The Board of Directors of the Association shall prepare an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Association Expenses for the next succeeding year. Upon completion of the budget, the Board shall allocate an equal share of the Association Expenses to each Owner. For purposes of determining an equal share of Association Expenses, the number of Lots in MAPLE LAKES SUBDIVISION shall include only those Lots which have been conveyed to purchasers.

Section 3. Adjustments shall be made in assessments as may be required from time to time to allow for any changes in the amount of Association Expenses.

Section 4. Assessments shall be payable by Owners to the Association quarter-annually in advance on the first (1st) days of January, April, July and October, or at such other times which shall not be less frequently as may be determined by the Board.

ARTICLE IX
LIENS FOR ASSESSMENTS

Section 1. All assessments for Association Expenses, including special assessments for same, and all installments thereof (collectively, the "assessments"), with interest thereon and costs of collection, including reasonable attorney's fees at trial level, appellate level or otherwise, are hereby declared to be a charge and a continuing lien upon the Residential Unit against which such assessments are made. Each assessment against a Residential Unit, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Unit assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Manatee County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a Unit as a result of a foreclosure of a mortgage or a deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments pertaining to such Unit or

chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments and recorded prior to the recordation of a mortgage. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectable from all other Lots, as the necessity may arise in the discretion of the Board. The lien of any assessment shall be subordinate to the lien of any first mortgage and mortgagees shall not be required to collect assessments.

Section 2. In the event any Owner shall fail to pay assessments or any installment thereof charged to his Lot within fifteen (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

(A) To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

(B) To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

(C) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

(D) To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

Section 3. The Association shall notify, in writing, the holder of a first mortgage encumbering a Lot of any default in the payment of any assessments against said Lot where said default shall continue for a period of thirty (30) days after the date upon which it was due and payable; provided, however, notice of such default need only be given where the holder of a first mortgage has notified the Association, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.

ARTICLE X INSURANCE

Section 1. FIRE AND CASUALTY: The Association shall obtain and maintain a policy to insure all buildings and other improvements, including personal

property in the Common Areas, against loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

Section 2. LIABILITY: The Association shall obtain and maintain Public Liability Insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsements to cover liabilities of the Owners as a group to an individual Owner. Such insurance shall insure the Association and its members for liability resulting from use of any Common Area. All such policies shall name the Association (and the Declarant until the Transfer Date) as their respective interest may appear, as the insured under such policy or policies.

Section 3. FIDELITY BONDS: The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of three (3) months operating expenses, and the amount in reserve as of the end of each fiscal year of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 4. DIRECTOR'S LIABILITY: The Association shall obtain and maintain Director's Liability Insurance in such amounts as may from time to time be deemed to be appropriate by the Directors of the Association.

Section 5. WORKMEN'S COMPENSATION: The Association shall carry such Workmen's Compensation insurance as may be required by law and any other insurance as the Board of Directors may determine to be desirable from time to time.

Section 6. GENERAL PROVISIONS:

- (a) All insurance shall be issued by a company authorized to do business in the State of Florida.
- (b) Premiums on policies shall be issued by a company authorized to do business in the State of Florida.
- (c) Insurance policies shall be available for inspection by Lot Owners or their authorized representatives at reasonable times at the office of the Association.

ARTICLE XI

RECONSTRUCTION AND REPAIR AFTER CASUALTY

Section 1. If any part of the Common Areas is damaged by casualty, such damage shall be reconstructed or repaired, unless the Association determines that such reconstruction or repair should not occur due to some equitable consideration. It is the intent of this provision that the overall plan of quality of MAPLE LAKES be maintained by requiring damaged Property to be rebuilt or repaired and that unsightly and dangerous conditions be remedied as soon as is practicable.

Section 2. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such Property as originally constructed, or if none, then according to plans and specifications approved by the Board.

Section 3. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during that work or upon completion of the work, the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for an Association Expense.

ARTICLE XII ENFORCEMENT

Section 1. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Declarant, the Association or any individual, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay all costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party.

ARTICLE XIII AMENDMENTS

Section 1. Until the closing of the first conveyance of a Lot to an Owner, other than the Declarant, any amendment may be made by the Declarant with the consent of any mortgagee who has advanced mortgage funds.

Section 2. Thereafter this Declaration may be amended only by consent of two-thirds (2/3rds) of all Owners together with the consent of the Institutional Mortgagee with the highest aggregate mortgage indebtedness on the Property. The aforementioned consent shall be in writing and affixed to the Amendment to this Declaration.

Section 3. Notwithstanding the foregoing, no amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any Owner, the Declarant, or any Institutional Mortgagee under this Declaration without the specific written approval of the Owner, the Declarant, or Institutional Mortgagee affected thereby.

Section 4. The Declarant may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board; provided that such amendment does not materially, adversely affect an Owner's property rights. Any such amendment shall be signed by the Declarant solely, and a copy of the amendment shall be furnished to each Owner, the Association and all Institutional Mortgagees as soon after recording thereof in the Public Records of Manatee County, Florida, as is practicable.

An amendment to the Declaration shall become effective upon the recordation amongst the Public Records of Manatee County, Florida.

ARTICLE XIV
SALE, MORTGAGE, ANNEXATION

Section 1. SALE, MORTGAGE: The Common Areas may not be sold, transferred or conveyed nor may the same be mortgaged or otherwise encumbered without the consent of at least two-thirds (2/3rds) of the Owners, excluding the Declarant.

Section 2. ANNEXATION: For so long as there remains a "Class B" Membership in the Association, annexation of additional properties, i.e. properties not reflected on the Plat of MAPLE LAKES SUBDIVISION dedication of additional Common Areas and amendment of this Declaration of Protective Covenants, Conditions and Restrictions shall require the prior approval of the Departments of Housing and Urban Development and the Veteran's Administration of the United States.

ARTICLE XV
ARCHITECTURAL REVIEW

Inasmuch as MAPLE LAKES SUBDIVISION is intended to be a development of a variety of different and distinct types of residential dwellings, and it is desirable that the residences be constructed in a manner which is aesthetically pleasing and compatible as well as architecturally sound, it is necessary for the protection of the Owners to establish a method and procedure to assure that the architectural character of the dwellings shall be continued. Architectural review shall be applicable as specified herein.

Section 1. ARCHITECTURAL REVIEW COMMITTEE: For purposes of carrying out the architectural review process, there is hereby established an Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than five (5) members, and shall initially consist of three (3) persons. Each member of the Architectural Review Committee shall be appointed by the Board of Directors of the Association. Members of the Architectural Review Committee shall serve for terms established by the Board of Directors. Anything herein contained to the contrary notwithstanding, however, until such time as the Declarant transfers control of the Association to the Lot Owners in accordance with the Articles of Incorporation, the Declarant or the Declarant's appointed representative or representatives shall serve as the Architectural Review Committee. After control of the Association has been transferred by the Declarant to the Lot Owners, no more than one member of the Board of Directors may serve at any one time on the Architectural Review Committee. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the Architectural Review Committee shall be as determined from time to time by the Board of Directors.

Section 2. ARCHITECTURAL STANDARDS: The Architectural Review Committee may, from time to time, adopt and promulgate architectural standards for MAPLE LAKES SUBDIVISION. The architectural standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Property. 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, construction techniques, rules and regulations of governmental authorities and the laws of Florida.

Section 3. WHEN REVIEW REQUIRED: Architectural review shall be required in the following circumstances:

(a) New Construction: Prior to commencement of construction of a new residence or other new improvements, and

(b) Maintenance: Whenever any Owner proposes to maintain or repair the improvements on a Lot in any manner that will result in the application or use of materials of a significantly different type, shape, color or quality than those originally used on the structure and the improvements thereon.

(c) Reconstruction: Whenever the improvements to a residence have been substantially damaged or destroyed in whole or in part, by casualty or otherwise, and reconstruction plans and specifications are proposed.

(d) Exterior Change: Whenever an Owner desires to paint or stain the exterior of the permitted improvements.

Section 4. PROCEDURE: When the Architectural Review Committee has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, the Owner may comply with such standards without further approval. In all other situations, the Owner shall submit to the Architectural Review Committee a written application setting forth plans, colors, materials and other specifications for the activity for which architectural review is required. The Architectural Review Committee may request additional and supplementary information. The Architectural Review Committee shall, within fifteen (15) days after receipt of such application and additional information, either approve or disapprove, or approve in part and disapprove in part, the application. Failure of the Committee to respond within said fifteen (15) day period, shall be deemed to constitute approval of the plans submitted. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

Section 5. APPEAL: Any Owner aggrieved by a decision of the Architectural Review Committee may appeal that decision in whole or in

part, to the Board of Directors of the Association. Such appeal shall be initiated by filing a Notice of Appeal in writing with the Board of Directors specifying the portions of the decision appealed. Such Notice shall be filed not later than ten (10) days after the date on which the decision of the Architectural Review Committee is made. Upon receipt of such appeal, the Board of Directors shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision of the Architectural Review Committee. Failure of the Board to act within such thirty (30) day period shall be deemed a decision in affirmation of the decision of the Architectural Review Committee. For the purposes of this provision, an aggrieved party may be the Owner applicant or any three (3) or more of other Owners. The decision of the Board of Directors shall be final.

Section 6. RULES AND REGULATIONS; FEES: The Architectural Review Committee may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for architectural review. In no event shall the maximum fee for any form of review exceed the higher of the sum of \$50.00.

Section 7. EXCEPTION: The original development and construction by the Developers who purchase blocks of Lots from the Declarant, shall not be subject to the provisions of this Paragraph 15, provided, however, the plans and specifications of such Developers shall be subject to the approval of the Declarant.

ARTICLE XVI DURATION

Section 1. TERM: This Declaration of Protective Covenants, Conditions and Restrictions shall run with the land and shall be binding on all Owners and all persons claiming under them for a period of thirty (30) years from the date of recording hereof, after which time, the same shall be automatically extended for successive periods of twenty-five (25) years unless an agreement to terminate said covenants in whole or in part signed by two-thirds (2/3rds) of the then Owners of the Lots has been recorded in the Public Records of Manatee County, Florida.

Section 2. DEDICATION UPON TERMINATION: 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 Area without first offering to dedicate the same to the County of Manatee or other appropriate governmental agency.

Section 3. TERMINATION: If this Declaration is terminated in accordance herewith, it is hereby declared by the Declarant, and each and every Owner of a Lot by acquiring title to a Lot, covenants and agrees that the termination documents shall require:

- (a) That all Lots shall continue to be used solely as single-family residences.

(b) In the event the dedication specified in Section 2 above is not accepted by Manatee County upon termination, all Common Areas shall be owned and held in equal shares by the Owners as Tenants in Common.

ARTICLE XVII
MANATEE COUNTY ORDINANCE

Notwithstanding any provision of this Declaration or the Exhibits hereto to the contrary, the Declarant, the Association and all Owners in MAPLE LAKES SUBDIVISION shall comply with all of the terms and provisions of Section No. 205G.3 of Manatee County Ordinance No. 81-4. Said ordinance is incorporated herein by reference. Pursuant to said ordinance, in the event the Association or any successor organization shall at any time after establishment of the development fail to maintain the Common Areas and improvements thereon in reasonable order and condition, then the County of Manatee may take over said maintenance in accordance with Section 205G.3(d)(6). No lands in the Common Areas shall be denuded, defaced or otherwise disturbed in any manner, at any time, without the prior written approval of the Planning Director of Manatee County.

ARTICLE XVIII
SEVERABILITY

Section 1. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other other provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 16th day of MAY, 1988.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Diane L. Zelnicki

Sylvia S. Payne

William A. Saba
WILLIAM A. SABA, as Trustee

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared WILLIAM A. SABA, as Trustee, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in said State and County last aforesaid this 16th day of MAY, 1988.

Diane S. Zglinski
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires Dec. 3, 1990
Bonded Thru Troy Foley Insurance Inc.

(Notary Seal)



JOINDER OF ASSOCIATION

MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, hereby joins in and consents to the foregoing Declaration of Protective Covenants, Conditions and Restrictions for MAPLE LAKES, and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 16th day of MAY, 1988.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

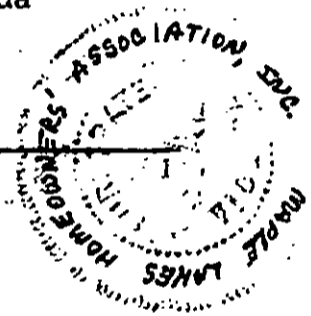
MAPLE LAKES HOMEOWNERS'
ASSOCIATION, INC., a Florida
Corporation Not For Profit

Diane L. Zglinicki

By: William A. Saba
As President

Sylvia J. Payne
As to Maple Lakes Homeowners'
Association, Inc.

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority duly authorized to take acknowledgments in the State and County aforesaid, personally appeared WILLIAM A. SABA, well known to me to be the President of MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in said State and County last aforesaid this 16th day of MAY, 1988.

Diane L. Zglinicki

NOTARY PUBLIC Notary Public, State of Florida
My Commission Expires 11/17/88 My Commission Expires Dec. 3, 1990
Bonded Thru Troy Fair Insurance Co.



O.R. 1222 PG 2122

CONSENT OF MORTGAGEE

The undersigned owner and holder of a mortgage lien upon the premises described in Exhibit "A" attached hereto hereby consents to the submission of said lands to Unit ownership in accordance with the terms and provisions of the foregoing Declaration of Protective Covenants, Conditions and Restrictions for MAPLE LAKES SUBDIVISION.

Signed, sealed and delivered in the presence of:

THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA, a National Banking Corporation

Charlotte A. Bost

BY: Ralph Stevens
AS VICE



As to THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA, a National Banking Corporation

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16th day of May, 1966, by RALPH STEVENS, as VICE President of THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA, a National Banking Corporation, on behalf of the Corporation.

Marie Jones
NOTARY PUBLIC
My Commission Expires
IN COMMISSION EXPIRES: OCT 21 1971
BONDED THROUGH NOTARY PUBLIC BOARD OF FLORIDA
(Notary Seal)

Exhibit "A"

Situated in the Northeast quarter of Section 32, Township 35 South, Range 18 East, Manatee County, Florida and being a tract of land being more specifically described as follows:

Commence at the Northwest corner of the Northwest quarter of the Northeast quarter of said Section 32; Thence along the Northerly line of said quarter-quarter, South $89^{\circ} 57' 25''$ East 15.00 feet to the Point of Beginning;

Thence from said Point of Beginning and continuing along the Northerly line of said quarter-quarter, South $89^{\circ} 57' 25''$ East 727.96 feet; Thence on a line 66 feet East and parallel with the West line of the East half of the Northwest quarter of the Northeast quarter of Section 32, Township 35 South, Range 18 East, South $00^{\circ} 18' 55''$ West 1344.36 feet to the Southerly line of the Northwest quarter of the Northeast quarter of said section; Thence along said line South $89^{\circ} 55' 09''$ West 728.55 feet; Thence on a line 15 feet East of and parallel to the Westerly line of said quarter-quarter, North $00^{\circ} 20' 25''$ East 494.45 feet; Thence South $89^{\circ} 59' 53''$ East 409.99 feet; Thence North $00^{\circ} 13' 43''$ East 225.15 feet; Thence North $89^{\circ} 59' 53''$ West 152.43 feet; Thence North $00^{\circ} 13' 43''$ East 84.85 feet; Thence North $89^{\circ} 59' 53''$ West 256.96 feet; and Thence on a line 15 feet East of and parallel with the Westerly line of said quarter-quarter, North $00^{\circ} 20' 25''$ East 541.49 feet to the Point of Beginning containing 19.870 acres, including Lots 1 through 5 of Meadow Oaks Subdivision recorded in Plat Book 19, Page 186, of the Public Records of Manatee County, Florida and the maintained right-of-way of Tallevast Road.

Exhibit "B"

ARTICLES OF INCORPORATION
OF
MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC.
A Florida Corporation Not For Profit

In compliance with the requirements of Chapter 617, Florida Statutes, as amended, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of the corporation is MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II
ADDRESS

The principal office of the Association is located at c/o William A. Saba, Attorney at Law, Suite 820, Barnett Bank Building, 1390 Main Street, Sarasota, Florida 34236.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and dwellings and Common Area within that certain tract of property described on Exhibit "A" attached hereto to enforce the "Protective Covenants, Conditions and Restrictions", and to promote the health, safety and welfare of the residents within the above described property and for these purposes to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Protective Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, Sarasota County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. Borrow money, and with the assent of two-thirds (2/3rds) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation not specifically authorized in the Declaration shall have the assent of two-thirds (2/3rds) of each class of members;

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

H. As long as there exists more than one class of membership in the Association annexation of additional properties, mergers and consolidations, mortgaging of common areas, dissolution and amendment of these Articles shall require the prior approval of the Departments of Housing and Urban Affairs and Veteran's Administration of the United States Government.

ARTICLE IV
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Residential Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of

any Residential Unit which is subject to assessment by the Association. Membership is appurtenant to and inseparable from ownership of the Lot.

ARTICLE V
VOTING RIGHTS

The Association shall have three classes of voting membership as follows:

A. **THE CLASS "A" MEMBERS** shall be all Owners of residences or dwelling units which have been constructed and conveyed to such Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the multiple owners may determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

B. **THE CLASS "B" MEMBER** shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each subdivision lot owned. The Class "B" Membership shall cease and be converted to Class "A" Membership upon the happening of either of the following events, whichever shall first occur:

(1) When the total number of votes outstanding in the Class "A" Membership equals the total number of votes outstanding in the Class "B" Membership; or

(2) Upon expiration of five (5) years from and after the date of closing on the sale of the first subdivision lot by the Declarant.

C. **THE CLASS "C" MEMBERS** shall be the Owners (other than the Declarant or the Declarant's Assignee of the development rights as specified in the Declaration) of vacant subdivision lots and such Owners shall be entitled to one-half (1/2) vote for each vacant subdivision lot. The same principal with respect to multiple owners constituting Class "A" Members specified above shall apply to Class "C" Members. Upon issuance of Certificates of Occupancy by Sarasota County on residences to Class "C" Members, the Class "C" Memberships shall automatically be converted to Class "A" Memberships.

ARTICLE VI
DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. After the Declarant elects to divest control of the Association, directors must be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the membership in the manner described in the Bylaws. Directors may be removed and vacancies on the Board of Directors filled as provided in the Bylaws.

C. The first election of directors shall not be held until thirty (30) days after the Declarant has closed the sales of ninety percent (90%) of the Lots in MAPLE LAKES SUBDIVISION, or five (5) years after the Declarant has closed the sale of the first Lot in MAPLE LAKES SUBDIVISION, or until the Declarant elects to terminate its control of the Association, whichever shall first occur. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

JOHN E. CUNNINGHAM

1904 Brookhaven Drive
Sarasota, Florida 33239

WALLACE R. DEVLIN

2525 Gulf of Mexico Drive
Longboat Key, Florida 34228

WILLIAM A. SABA

1390 Main Street, Suite 820
Sarasota, Florida 34236

ARTICLE VII
OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

WILLIAM A. SABA
President/Secretary

1390 Main St., Suite 820
Sarasota, Florida 34236

JOHN E. CUNNINGHAM
Vice President/Treasurer

1904 Brookhaven Drive
Sarasota, Florida 34239

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Florida Statute 617.05.

ARTICLE IX
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution approving a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Members present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approval of a proposed amendment must be by not less than a two-thirds (2/3rds) vote of the Lot Owners.

C. Provided, however, that no amendment shall make any changes in the qualifications of membership nor the voting rights of members without approval in writing by all members, and joinder of all record owners of mortgages upon the Residential Units. No amendment shall be made that is in conflict with the Declaration of Protective Covenants, Conditions and Restrictions for MAPLE LAKES or the laws of the State of Florida.

ARTICLE XII
INCORPORATORS

The names and addresses of the incorporators of these Articles of Incorporation are as follows:

WILLIAM A. SABA	-	1390 Main St., Suite 820 Sarasota, Florida 34236
DIANE L. ZGLINICKI		1390 Main St., Suite 820 Sarasota, Florida 34236
SYLVIA S. PAYNE	-	1390 Main St., Suite 820 Sarasota, Florida 34236

ARTICLE XIII
REGISTERED AGENT

WILLIAM A. SABA, whose address is Barnett Bank, 1390 Main Street, Suite 820, Sarasota, Florida 34236, is hereby appointed the initial registered agent of this Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this _____ day of _____, 1988.

WILLIAM A. SABA

DIANE L. ZGLINICKI

SYLVIA S. PAYNE

**STATE OF FLORIDA
COUNTY OF SARASOTA**

BEFORE ME, the undersigned authority, personally appeared WILLIAM A. SABA, DIANE L. ZGLINICKI, and SYLVIA S. PAYNE who, after being duly sworn, acknowledged before me that they executed the foregoing Articles of Incorporation freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1988.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal)

**CERTIFICATE DESIGNATING A REGISTERED OFFICE AND
A REGISTERED AGENT FOR THE SERVICE OF PROCESS WITHIN THIS STATE**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, at 1390 Main Street, Suite 820, Sarasota, Florida, has named WILLIAM A. SABA, located at 1390 Main Street, Suite 820, Sarasota, Florida,, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

BY: _____
WILLIAM A. SABA

EXHIBIT "A"

Situated in the Northeast quarter of Section 32, Township 35 South, Range 18 East, Manatee County, Florida and being a tract of land being more specifically described as follows:

Being the West half of the Northwest quarter of the Northeast quarter of Section 32, Township 35 South, Range 18 East, and the West 66 feet of the East half of the Northwest quarter of the Northeast quarter of Section 32, Township 35 South, Range 18 East, Manatee County, Florida;

LESS AND EXCEPT the West 15 feet of the Northwest quarter of the Northeast quarter of Section 32, Township 35 South, Range 18 East, Manatee County, Florida;

LESS AND EXCEPT the following described tract: Commence at the Northwest corner of the Northwest quarter of the Northeast quarter of said Section 32; Thence along the West line of the Northwest quarter of the Northeast quarter, South $0^{\circ} 20' 25''$ West 541.50 feet; and Thence South $89^{\circ} 59' 53''$ East 15.00 feet to the Point of Beginning; Thence from said Point of Beginning and continuing South $89^{\circ} 59' 53''$ East 256.96 feet; Thence South $0^{\circ} 13' 43''$ West 84.85 feet; Thence South $89^{\circ} 59' 53''$ East 152.43 feet; Thence South $0^{\circ} 13' 43''$ West 225.15 feet; Thence North $89^{\circ} 59' 53''$ West 409.99 feet; Thence parallel with and 15 feet east of the West line of aforesaid Northwest quarter of the Northeast quarter, North $0^{\circ} 20' 25''$ East 310.00 feet to the Point of Beginning.

The encumbered property being also described as follows:

Commence at the Northwest corner of the Northwest quarter of the Northeast quarter of said Section 32; Thence along the Northerly line of said quarter-quarter, South $89^{\circ} 57' 25''$ East 15.00 feet to the Point of Beginning;

Thence from said Point of Beginning and continuing along the Northerly line of said quarter-quarter, South $89^{\circ} 57' 25''$ East 727.96 feet; Thence on a line 66 feet East and parallel with the West line of the East half of the Northwest quarter of the Northeast quarter of Section 32, Township 35 South, Range 18 East, South $00^{\circ} 18' 55''$ West 1344.36 feet to the Southerly line of the Northwest quarter of the Northeast quarter of said section; Thence along said line South $89^{\circ} 55' 09''$ West 728.55 feet; Thence on a line 15 feet East of and parallel to the Westerly line of said quarter-quarter, North $00^{\circ} 20' 25''$ East 494.45 feet; Thence South $89^{\circ} 59' 53''$ East 409.99 feet; Thence North $00^{\circ} 13' 43''$ East 225.15 feet; Thence North $89^{\circ} 59' 53''$ West 152.43 feet; Thence North $00^{\circ} 13' 43''$ East 84.85 feet; Thence North $89^{\circ} 59' 53''$ West 256.96 feet; and Thence on a line 15 feet East of and parallel with the Westerly line of said quarter-quarter, North $00^{\circ} 20' 25''$ East 541.49 feet to the Point of Beginning containing 19.870 acres, including Lots 1 through 5 of Meadow Oaks Subdivision recorded in Plat Book 19, Page 186, of the Public Records of Manatee County, Florida and the maintained right-of-way of Tallevast Road.

Exhibit "C"

BYLAWS

OF

MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC.

A Florida Corporation Not For Profit

ARTICLE I

NAME AND LOCATION

The name of the Corporation is MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at c/o William A. Saba, Attorney at Law, 1390 Main Street, Suite 820, Sarasota, Florida 34236, but meetings of members and directors may be held at such places within the State of Florida, County of Sarasota, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof. A copy of the Bylaws of the Association is attached hereto as Exhibit "C" and made a part hereof.

Section 2. "Association" shall mean and refer to MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, its successors and assigns.

Section 3. "Association Expenses" shall mean the expenses incurred by the Association in performing its duties and obligations and which are payable by the Owners to the Association for the purposes and in the manner set forth in these Protective Covenants.

Section 4. "Association Property" shall mean all real and personal property transferred to or held by the Association and any easement or use rights held by the Association for the benefit of all members.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Common Area" shall mean those areas of real property reflected on the Plat of MAPLE LAKES, which are dedicated to the common use and benefit of the members of the Association and the term is used interchangeably with the term "Association Property".

Section 7. "Declaration" shall mean the covenants, conditions, restrictions, easements and all other terms and provisions contained in this document, as the

same may be amended from time to time, and the term is used interchangeably with the term "Protective Covenants".

Section 8. "Declarant" shall mean and refer to the Developer, WILLIAM A. SABA, as Trustee, and the term is used interchangeably with the term "Developer".

Section 9. "Institutional Mortgagee" shall mean any lending institution holding a construction mortgage lien on any portion of the Property within MAPLE LAKES SUBDIVISION or having a permanent mortgage lien on any of the residences located therein.

Section 10. "Lot" shall mean a separate and distinct parcel of real property depicted and referred to by Lot number on the Plat of MAPLE LAKES SUBDIVISION.

Section 11. "Occupant" shall mean the person occupying a Residential Unit who is the Owner, guest of an Owner or lessee.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Property" shall mean all of the real property described on Exhibit "A" attached, and any personal property subject to this Declaration.

Section 14. "Rules and Regulations" shall mean the rules, regulations and policies which may be promulgated by the Board from time to time by resolution duly made and carried.

Section 15. "Unit", "Residential Unit" or "Dwelling Unit" shall mean and refer to any residential lot, as reflected on the plat of MAPLE LAKES SUBDIVISION and does not include the Common Areas.

Section 16. "Transfer Date" shall mean the date the Developer relinquishes the right to appoint a majority of the members of the Board and conveys title to the Common Areas to the Association.

Section 17. The use of gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the use of the singular.

ARTICLE III MEMBERS' MEETINGS

Section 1. The qualification of members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article IV of the Articles of Incorporation.

Section 2. The annual members' meeting shall be held at such location in Sarasota County, Florida, as shall be designated in the Notice of Meeting, at

O. R. 1222 PG 2135

3:00 P.M., Daylight Savings Time, on the first Thursday after the first Monday in January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

Section 3. Special members' meeting shall be held at such location in Sarasota County, Florida, as shall be designated in the Notice of Meeting whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one third (1/3rd) of the votes of the entire membership.

Section 4. A written notice of all members' meetings (annual or special) shall be mailed to each member stating the time and place and the objects for which the meeting is called and shall be given by the President, Vice President and Secretary unless waived in writing. Such notice shall be mailed to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 5. The membership may, at the discretion of the Board, act by written agreement in lieu of a meeting; provided, however, that written notice of the matters to be determined by such members is given to the membership at the addresses and within the time periods set forth herein for notices of meetings, or is duly waived by such members. Any determination by written agreement shall be determined by the number of members capable of determining the subject matter at a members' meeting. The quorum requirements shall be the same as for a members' meeting. Any notice requesting the written agreement of the membership, shall set forth a time period in which a response may be made.

Section 6. A quorum of the members shall consist of those persons entitled to cast a majority of the votes of the entire membership. A member may join in the action of a meeting by signing the minutes thereof, and such signing shall constitute the presence of such member for the purpose of determining a quorum. The acts approved by a majority of the votes present at a meeting at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation and these Bylaws.

Section 7. If at any meeting of the membership, there shall be less than a quorum present, the President, and in the absence of the President, then the majority of those present, may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. In case of the adjournment of a meeting, notice to the members of such adjournment shall be as determined by the President or in his absence by the majority of the members present.

Section 8. Minutes of all meetings of the members shall be kept in a business-like manner, and shall be available, upon reasonable notice and at reasonable

times, for inspection by the members and directors at the office of the Association.

Section 9. Voting.

(a) In any meeting of members, the Owners of each Unit shall be entitled to cast one (1) vote as the Owner of a Unit unless the decision to be made is elsewhere required to be determined in another manner.

(b) If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested to by the Secretary or Assistance Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner of a Unit. If such a certificate is not on file, the vote of such Owner shall not be considered in determining the requirements for a quorum nor for any other purpose.

(c) Votes may be cast in person or by proxy. A proxy must be designated in writing by any person entitled to vote, and shall be valid only for the particular meeting or any continuation thereof, designated in the proxy. It must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

(d) No member shall be allowed to exercise his vote or serve as a director unless he is current on all assessments.

Section 10. The order of business at annual members' meetings and, as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Report of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.

9. Unfinished business.
10. New business.
11. Adjournment.

Section 11. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units located in MAPLE LAKES, or until the Developer elects to terminate its control of the Association whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, who need not be members of the Association.

Section 2. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter, the members shall elect directors for a term of one (1) year.

Section 3. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of

Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the

membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. It shall be the **duty** of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Unit at least fifteen (15) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; Commercial General Liability (CGL) policy.

(f) Procure and maintain adequate officer's and director's liability insurance.

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Cause the Common Areas to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, Assistant Secretary, a Treasurer and Assistant Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Any officer may be removed from office with or without cause by a vote of a majority of the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. A vacancy in any office may be filled by appointment by a majority of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices in the case of special offices created pursuant to Section 4 of this Article.

Section 8. The duties of the officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) The Secretary, or the Assistant Secretary in the absence of the Secretary, shall record the votes and keep the minutes of meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association

together with their addresses, and shall perform such other duties as required by the Board.

(d) The Treasurer, or the Assistant Treasurer in the absence of the Treasurer, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be

presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS

These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a two-thirds (2/3rds) vote of the Residential Unit Owners.

(c) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the officers of the Association with the formality of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

(d) These Bylaws shall not be amended in any manner which shall amend, abridge, modify, or conflict with the provisions of any institutional mortgage, constituting a first mortgage on a Unit, without the prior written consent of the institutional mortgagee affected.

(e) In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

(f) The Department of Housing and Urban Affairs and the Veteran's Administration of the United States Government shall have the right to veto amendments for as long as there exists more than one class of membership in the Association.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

(a) The expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Association's expenses:

1. **Current/Operating Expense (i.e., landscaping, maintenance, utilities, sanitation, supplies, administration, legal, insurance, management, and the like), which shall include all expenditures within the year for which the budget is made, excluding those expenses chargeable to the accounts delineated in Paragraphs 2. through 4. below.**

2. **Current/Operating Expense Contingency, which shall include an allowance for the contingency where actual operating/current expenses exceed the budgeted amount thereof.**

3. **Reserve for Deferred Maintenance and for Replacement. The reserve for deferred maintenance shall include funds for maintenance items that occur less frequently than annually. The reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.**

4. **Betterments, which shall include the funds to be used for capital expenditures for additional improvement or additional personal property.**

(b) The Board of Directors shall adopt a budget for each year that shall include the estimated funds required to defray the expenditures and to provide and maintain funds for the foregoing accounts and reserves according to good accounting procedure as follows:

1. Current/Operating expense.
2. Current/Operating expense contingency.
3. Reserve for deferred maintenance and for replacement.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property; provided, however, that expenditures in excess of \$1,000.00 from this fund for a single item or for a single purpose shall require at least seventy-five percent (75%) of the vote of the members present at a duly called meeting.

5. Copies of the budget and proposed assessments shall be transmitted to each member of the Association before the end of the calendar year, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

(c) Assessments against the Unit Owners for their shares of the budget shall be made for the year annually in advance before the end of the calendar year preceding the year for which the assessments are made. If the annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. In the event the increase exceeds 115% of the annual assessment for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the members of the Board, shall call a special meeting of members within thirty (30) days, upon not less than ten (10) days' written notice to each member. At a special meeting, members shall consider and enact a budget. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reserves for deferred maintenance and for replacement or for betterments shall be excluded from the computation. The unpaid assessment for the remaining portion of the year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half ($\frac{1}{2}$) of the increase shall be due upon the date of the assessment and the balance of the assessment upon the said July 1. The first assessment shall be determined by the Board of Directors of the Association.

(d) If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(e) Assessment for the Association expenses of emergencies that cannot be paid from the annual assessments for Association expenses shall be made only after notice of the need for such expenditures is given to the members concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half ($\frac{1}{2}$)

of the votes of the members concerned, the assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

(f) The depository of the Association shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(g) At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

(h) Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be as described in the Declaration. The premiums on such bonds shall be paid by the Association.

The foregoing document was adopted as the Bylaws of MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 1988.

MAPLE LAKES HOMEOWNERS'
ASSOCIATION, INC.,
a Florida Corporation Not For Profit

ATTEST:

Secretary

By: _____

As

President

(Corporate Seal)

NOTICE TO BUYERS

MAPLE LAKES SUBDIVISION

All prospective Buyers of lots in MAPLE LAKES SUBDIVISION are hereby given notice as follows:

1. ALL OWNERS OF LOTS IN MAPLE LAKES SUBDIVISION SHALL BE SUBJECT TO ALL OF THE PROVISIONS OF THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND ALL EXHIBITS THERETO.
2. ALL OWNERS OF LOTS IN MAPLE LAKES SUBDIVISION SHALL BE MEMBERS OF MAPLE LAKES HOMEOWNERS' ASSOCIATION, INC., i.e. THE HOMEOWNERS' ASSOCIATION ORGANIZED FOR THE PURPOSE OF OWNING, OPERATING AND MAINTAINING COMMON AREAS REFLECTED IN THE DECLARATION.
3. OWNERS OF LOTS IN MAPLE LAKES SUBDIVISION ARE REQUIRED TO PAY ASSESSMENTS FOR EXPENSES OF THE ASSOCIATION, AND FAILURE TO MAKE SUCH PAYMENTS MAY RESULT IN A LIEN BEING FILED AGAINST THE LOT.
4. COPIES OF THE DECLARATION AND THE ARTICLES AND BYLAWS OF THE ASSOCIATION HAVE BEEN PROVIDED EACH OWNER AT THE TIME OF CLOSING ON THE LOT.

FILED
MAY 31 10 59 AM '66
REGISTERED
MASSACHUSETTS
DEPT. OF REVENUE