Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
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Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF MIRAMAR LINKS AT LAKEWOOD RANCH, A LAND CONDOMINIUM; MIRAMAR LINKS AT LAKEWOOD RANCH II, A LAND CONDOMINIUM; MIRAMAR LINKS AT LAKEWOOD RANCH III, A LAND CONDOMINIUM; MIRAMAR LAGOONS AT LAKEWOOD RANCH, A CONDOMINIUM; MIRAMAR LAGOONS AT LAKEWOOD RANCH II, A CONDOMINIUM; AND MIRAMAR LAGOONS AT LAKEWOOD RANCH III, A CONDOMINIUM AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS OF MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declaration of Condominium of Miramar Links at Lakewood Ranch, a Land Condominium; Miramar Links at Lakewood Ranch II, a Land Condominium; Miramar Links at Lakewood Ranch III, a Land Condominium; Miramar Lagoons at Lakewood Ranch, a Condominium; Miramar Lagoons at Lakewood Ranch II, a Condominium; and Miramar Lagoons at Lakewood Ranch III, a Condominium ("Amended and Restated Declaration") (the Master Covenants and Declarations of Condominium of which were originally recorded at Official Records Book 1972, Page 5773 et seq.; Official Records Book 2010, Page 1187 et seq.; Official Records Book 2173, Page 702 et seq.; Official Records Book 2408, Page 7305 et seq.; Official Records Book 2038, Page 6911 et seq.; Official Records Book 2135, Page 7686 et seq.; and Official Records Book 2305, Page 2474 et seq., respectively, all of the Public Records of Manatee County, Florida) was approved and adopted by the affirmative vote of not less than a majority of the voting interests of the Association at the Annual Meeting held on March 14, 2017 and reconvened on April 11, 2017, which is sufficient for adoption in accordance with Article 25 of the Master Covenants and Section 15.B of each Declaration of Condominium.

This Amended and Restated Declaration supersedes and replaces all prior Declarations, including but not limited to the Miramar at Lakewood Ranch Master Covenants recorded at Official Records Book 1972, Page 5773 et seq., of the Public Records of Manatee County, Florida.

We hereby certify that the attached Restated Articles Of Incorporation and Bylaws Of Miramar At Lakewood Ranch Condominium Association, Inc. (the Declaration of which was originally recorded as described above) were approved by the Board of Directors at a Special

Meeting held on May 9, 2017, which is sufficient for adoption under Chapter 617 of the Florida Statutes.

DATED this 19 day of July, 2017.

Signed, sealed and delivered
in the presence of:

sign: _____

print: Penny Myers

sign: _____

print: Kelsey Verderber

MIRAMAR AT LAKEWOOD RANCH
CONDOMINIUM ASSOCIATION, INC.

By: _____
Louis Roller, President

Signed, sealed and delivered
in the presence of :

sign: _____

print: Jessica Hamill

sign: _____

print: Kelsey Verderber

By: _____
Deon Barnard, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of July, 2017, by Louis Roller, as President of Miramar At Lakewood Ranch Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Shana K. Macri
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG036188
Expires 10/5/2020

sign _____

print _____
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of July, 2017, by Deon Barnard, as Secretary of Miramar At Lakewood Ranch Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Shana K. Macri
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG036188
Expires 10/5/2020

sign Shana K. Macri

print Shana K. Macri
State of Florida at Large (Seal)
My Commission expires:

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF MIRAMAR LINKS AT LAKEWOOD RANCH, A LAND CONDOMINIUM; MIRAMAR LINKS AT LAKEWOOD RANCH II, A LAND CONDOMINIUM; MIRAMAR LINKS AT LAKEWOOD RANCH III, A LAND CONDOMINIUM; MIRAMAR LAGOONS AT LAKEWOOD RANCH, A CONDOMINIUM; MIRAMAR LAGOONS AT LAKEWOOD RANCH II, A CONDOMINIUM; AND MIRAMAR LAGOONS AT LAKEWOOD RANCH III, A CONDOMINIUM

ARTICLE 1. DEDICATION

1.1 PROPERTY BOUND. That certain property in the County of Manatee, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, including the legal descriptions contained therein, has been submitted to Condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). The Condominiums shall be known and identified as MIRAMAR LINKS AT LAKEWOOD RANCH, A LAND CONDOMINIUM; MIRAMAR LINKS AT LAKEWOOD RANCH II, A LAND CONDOMINIUM; MIRAMAR LINKS AT LAKEWOOD RANCH III, A LAND CONDOMINIUM; MIRAMAR LAGOONS AT LAKEWOOD RANCH, A CONDOMINIUM; MIRAMAR LAGOONS AT LAKEWOOD RANCH II, A CONDOMINIUM; and MIRAMAR LAGOONS AT LAKEWOOD RANCH III, A CONDOMINIUM; (herein "the Condominiums"). The original Declarations of Condominium were recorded at Official Records Book 1972, Page 5773 et seq.; Official Records Book 2010, Page 1187 et seq.; Official Records Book 2173, Page 702 et seq.; Official Records Book 2408, Page 7305 et seq., Official Records Book 2038, Page 6911 et seq.; Official Records Book 2135, Page 7686 et seq.; and Official Records Book 2305, Page 2474 et seq., respectively, all of the Public Records of Manatee County, Florida. Also subject to this Amended and Restated Declaration of Condominium are the Common Areas and Association Property described in the Miramar at Lakewood Ranch Master Covenants recorded at Official Records Book 1972, Page 5773 et seq., of the Public Records of Manatee County, Florida, which property is more particularly described in Exhibit "B" attached hereto, including the legal descriptions contained therein.

1.2 COVENANTS RUNNING WITH THE LAND. All the restrictions, reservations, covenants, conditions, easements, and limitations of record contained herein shall constitute

covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in the Common Elements.

1.3 ORGANIZATION OF THE CONDOMINIUMS. There are six (6) separate and distinct Condominiums known as Miramar Links at Lakewood Ranch, a Land Condominium ("Miramar Links"); Miramar Links at Lakewood Ranch II, a Land Condominium ("Miramar Links II"); Miramar Links at Lakewood Ranch III, a Land Condominium ("Miramar Links III"); Miramar Lagoons at Lakewood Ranch, a Condominium ("Miramar Lagoons"); Miramar Lagoons at Lakewood Ranch II, a Condominium ("Miramar Lagoons II"); and Miramar Lagoons at Lakewood Ranch III, a Condominium ("Miramar Lagoons III").

ARTICLE 2.
DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in the Condominium Act (section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Declarations of Condominium, Articles of Incorporation and Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. Where terms are not defined in the Condominium Act or the Condominium documents, they shall be defined by the Association's Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition:

2.1 "ARTICLES" means the Articles of Incorporation of the Association and are attached hereto as Exhibit "C."

2.2 "ASSESSMENT" means a share of the funds required for the payment of Common Expenses in a Condominium which from time to time is assessed against any Unit Owner.

2.3 "ASSOCIATION" means Miramar at Lakewood Ranch Condominium Association, Inc., a corporation not for profit organized under the laws of the State of Florida, and its successors.

2.4 "ASSOCIATION PROPERTY" means real or personal property titled or owned by the Association.

2.5 "BOARD OF DIRECTORS" means Board of Administration as defined in the Condominium Act and shall constitute the representative body responsible for administration of the Association.

2.6 "BUILDINGS" means the residential structures located on the Condominium Property.

2.7 "BYLAWS" means the Bylaws of the Association and are attached hereto as Exhibit "D."

2.8 "COMMON AREAS" means all real and personal property (or interest therein) located in Miramar at Lakewood Ranch set aside for the common use and enjoyment of all residential owners and tenants in Miramar at Lakewood Ranch, including but not limited to the entryways, road, recreational facilities, entrance gates, and guardhouses; the lakes, ponds, and canals which function as part of the Stormwater Management System; all easements for the drainage system as may exist by virtue of this Declaration or other recorded instrument or plat; pedestrian sidewalks and walkways; street and pathway lighting; guest parking areas; parks and common open space; and any other areas designated for the benefit of all residential owners and tenants.

2.9 "COMMON ELEMENTS" means that portion of the Condominium Property of an individual Condominium not included in the Units. Reference to "Common Elements" include "Limited Common Elements" unless the context otherwise requires.

2.10 "COMMON EXPENSES" in each Condominium means the expenses of administration, maintenance, operation, repair, and replacement of the Common Elements, of any portions of the Units or Permitted Improvements to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the Condominiums, reasonable reserves for the replacement of the aforementioned property, and other expenses declared to be Common Expenses herein or by the Bylaws and any other valid expenses or charges against the Condominiums as a whole for which the Unit Owners are liable to the Association. This shall include each Condominium's share of expenses regarding the Common Areas. The enumeration of Common Expenses set forth herein is not exclusive.

2.11 "COMMON SURPLUS" means the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits, and revenue over the amount of Common Expenses.

2.12 "CONDOMINIUM" means that form of ownership of Condominium Property under which Units in the Buildings are subject to ownership by different Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements. Each Condominium is a residential condominium as defined in the Condominium Act.

2.13 "CONDOMINIUM DOCUMENTS" means this Declaration, the survey and plot plan, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

2.14 "CONDOMINIUM PARCEL" means a Unit together with an undivided share in the Common Elements which is appurtenant to the Unit, and appurtenances thereto.

2.15 "CONDOMINIUM PROPERTY" means the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominiums.

2.16 "DECLARATION" means this instrument as it may be amended from time to time.

2.17 "GUEST" means any person (other than the Unit Owner and his family) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

2.18 "INSTITUTIONAL LENDER" means a bank, real estate investment trust, life insurance company, licensed mortgage company, savings and loan association, real estate or mortgage investment trust, pension fund, agency of the United States Government, the existing lender, and FNMA, FHA and VA, or similar entities.

2.19 "LIMITED COMMON ELEMENTS" means those Common Elements which are reserved for the use of a certain condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and exhibits hereto.

2.20 "MEMBER" means any person, natural or corporate, who is a Unit Owner.

2.21 "OCCUPANT" means a person or persons in lawful possession of a Unit other than the owner or owners thereof.

2.22 "PERMITTED IMPROVEMENTS" means the attached single-family residential dwellings and accessory improvements constructed upon and within the Units, and subsequent permissible improvements, alterations, and replacements.

2.23 "ROAD" shall mean the road and entryways which are available for the common use and enjoyment of all owners of property in Miramar at Lakewood Ranch, which road is to be maintained by the Association.

2.24 "SINGLE FAMILY RESIDENTIAL USE" means occupancy by a single housekeeping Unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within

the Unit, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under federal or state fair housing laws.

2.25 "STORMWATER MANAGEMENT SYSTEM" shall mean all drainage areas, drainage structures, and drainage devices that are part of the system approved by the Southwest Florida Water Management District and Manatee County.

2.26 "UNIT" means a part of a Condominium which is to be subject to private, exclusive ownership.

2.27 "UNIT OWNER" means the record owner of legal title to a Condominium Parcel.

2.28 "VILLAGE DECLARATION" means that certain Declaration of Covenants for Country Club/Edgewater Village at Lakewood Ranch, as recorded in Official Records Book 1489, Page 6834, et seq., of the Public Records of Manatee County, Florida, as amended and supplemented from time to time.

2.29 "VILLAGE ASSOCIATION" means Country Club/Edgewater Village Association, Inc.

ARTICLE 3.
DEVELOPMENT PLAN

3.1 PLATS. Plats of the Condominium Property, containing surveys of said land and plot plans locating the improvements thereon and identifying each Unit and the Common Elements and their relative locations and approximate dimensions, are attached hereto as Exhibit "A." The locations, dimensions, descriptions, identification and numbering or lettering of the respective Units shall be as described in Exhibit "A" and any subsequent amendments thereto as hereinafter provided. A Unit shall consist of the space defined in Exhibit "A" and as set forth in this Article 3. In the event that the actual physical location of Permitted Improvements constructed on any Unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of the Building, the locations, dimensions, and descriptions of the respective Units as contained in Exhibit "A" and subsequent amendments will control. Amendments shall take effect immediately upon recordation in the Public Records of Manatee County, Florida.

Plats of the Common Areas and Association Property described in the Miramar at Lakewood Ranch Master Covenants are attached hereto as Exhibit "B."

3.2 UNIT BOUNDARIES.

A. MIRAMAR LINKS; MIRAMAR LINKS II; AND MIRAMAR LINKS III.

Each Unit shall consist of a discrete area of land, as permitted by the Condominium Act. Each Unit shall include that part of the Condominium Property which lies within the boundaries of the Unit, which boundaries are as follows:

1. The upper and lower boundaries of the Unit shall be the same as the upper and lower boundaries of a parcel of real property owned in fee simple under Florida law and shall be determined in the same manner and under the same Florida laws that establish the upper and lower boundaries of such a parcel of real property.

2. The perimeter boundaries of each Unit shall as shown on Exhibit "A" (wherein each Unit is identified and the perimetrical boundaries of each Unit are indicated by four or more intersecting solid lines) extended to intersections with each other and the upper and lower boundaries.

3. The Unit shall not be deemed to include any pipes, wiring ducts or other utility installations that are physically within the above-described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.

B. MIRAMAR LAGOONS; MIRAMAR LAGOONS II; and MIRAMAR LAGOONS III.

Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

1. The upper and lower boundaries of the Unit shall be the following boundaries:

a. upper boundaries – the planes of the underside of the finished and undecorated ceilings of the Unit extended to meet the perimeter boundaries.

b. lower boundaries – the planes of the upperside of the finished and undecorated surface of the floors of the Unit extended to meet the perimeter boundaries.

2. The perimeter boundaries of the Unit shall be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Survey attached hereto as Exhibit "A," and the planes of the interior surfaces of the Unit's doors, windows, and other openings that abut the exterior of the Building or Common Elements, including Limited Common Elements.

3. When there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the Unit.

4. Garages and lanais are included within the boundaries of the Units as shown on the Survey attached hereto as Exhibit "A."

5. The Unit shall not be deemed to include any pipes, wiring ducts or other utility installations that are physically within the above-described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.

6. In cases not specifically covered above, or in case of conflict or ambiguity, the Survey of the Units attached hereto as Exhibit "A" shall control in determining the boundaries of the Unit, except the provisions of Section 3.2 B. 3 shall control over Exhibit "A."

3.3 APPURTENANCES.

A. MIRAMAR LINKS; MIRAMAR LINKS II; AND MIRAMAR LINKS III.

There shall pass with each Unit as appurtenances thereto:

1. An undivided share of the Common Elements.

2. Ownership, and the right of exclusive use, of the Permitted Improvements constructed within and upon the Unit.

3. An undivided share in the Common Surplus.

4. Membership and voting rights in the Association.

5. Exclusive use of Limited Common Elements as designated herein or in the survey attached hereto as Exhibit "A."

B. MIRAMAR LAGOONS; MIRAMAR LAGOONS II; and MIRAMAR LAGOONS III.

There shall pass with each Unit as appurtenances thereto:

1. An undivided share of the Common Elements.

2. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time as the Unit may lawfully be altered or reconstructed from time to time.

3. An undivided share in the Common Surplus.

4. Membership and voting rights in the Association.

5. Exclusive use of Limited Common Elements as designated herein or in the survey attached hereto as Exhibit "A."

3.4 POSSESSION AND ENJOYMENT. Each Unit Owner is entitled to the exclusive possession of his Unit. Each Unit Owner shall be entitled to the use of the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created, except that each Unit Owner shall be entitled to the exclusive use of the Limited Common Elements appurtenant to his Unit.

3.5 COMMON ELEMENTS. The Common Elements include all portions of the Condominium Property not included within the Units, and includes without limitation the following:

A. The land.

B. All portions of the Buildings and other improvements on the Land not included within the Units, including Limited Common Elements.

C. Easements through Units and Permitted Improvements thereon for conduits ducts, plumbing, wiring, and other facilities for furnishing utility services to other Units or the Common Elements.

D. An easement of support in every portion of the Condominium which contributes to the support of a Building.

E. The property and installations required for furnishing utilities and other services to more than one Unit or to the Common Elements.

3.6 LIMITED COMMON ELEMENTS. Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration and as further identified on the Survey.

A. MIRAMAR LINKS; MIRAMAR LINKS II; AND MIRAMAR LINKS III.

1. Utility Lines. Except to the extent conveyed to a private or public utility company providing services to the Condominium, the sewer, electrical, gas, water and telecommunication lines, together with an ingress and egress easement thereto, that provide service only to the Unit or Permitted Improvements thereon, no matter where located, are Limited Common Elements.

2. Exclusive Use. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right to such use passes with the Unit, whether or not separately described, and cannot be separated from it.

B. MIRAMAR LAGOONS; MIRAMAR LAGOONS II; and MIRAMAR LAGOONS III.

1. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements. Except as provided in Section 5.4 of this Declaration, the maintenance, repair and replacement of such equipment, fixtures and installations shall be by and at the expense of the Unit Owner.

2. Loggia, also called Entries. All loggia or entries shown on the Survey shall be Limited Common Elements.

3. Others. Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required under Article 5 of this Declaration to be maintained, repaired, or replaced by, or at the expense of, the Unit Owner, shall be deemed a limited Common Element, whether specifically described above or not. This provision includes windows, screens, and doors, including all hardware, locks, and framings associated with these items.

ARTICLE 4.
PERCENTAGE OF OWNERSHIP OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

4.1 MIRAMAR LINKS. Each Unit Owner shall be liable for an equal 1/28th share of the Common Expenses and shall own an equal 1/28th share of the Common Elements and Common Surplus in Miramar Links.

4.2 MIRAMAR LINKS II. Each Unit Owner shall be liable for an equal 1/28th share of the Common Expenses and shall own an equal 1/28th share of the Common Elements and Common Surplus in Miramar Links II.

4.3 MIRAMAR LINKS III. Each Unit Owner shall be liable for an equal 1/28th share of the Common Expenses and shall own an equal 1/28th share of the Common Elements and Common Surplus in Miramar Links III.

4.4 MIRAMAR LAGOONS. Each Unit Owner shall be liable for an equal 1/32nd share of the Common Expenses and shall own an equal 1/32nd share of the Common Elements and Common Surplus in Miramar Lagoons.

4.5 MIRAMAR LAGOONS II. Each Unit Owner shall be liable for an equal 1/32nd share of the Common Expenses and shall own an equal 1/32nd share of the Common Elements and Common Surplus in Miramar Lagoons II.

4.6 MIRAMAR LAGOONS III. Each Unit Owner shall be liable for an equal 1/24th share of the Common Expenses and shall own an equal 1/24th share of the Common Elements and Common Surplus in Miramar Lagoons III.

ARTICLE 5.
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

5.1 BY THE ASSOCIATION. The Association is responsible for the protection, maintenance, repair, and replacement of all Common Elements, Limited Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner), including Common Areas. The Association is also responsible for the maintenance, repair, and replacement of portions of the Units and Permitted Improvements as indicated in this Section 5.1. The costs of all maintenance, repair, and replacement to be undertaken by the Association under this Declaration shall be Common Expenses. The Association's responsibilities include, without limitation:

A. Electrical wiring up to the circuit breaker panel in each Unit in Miramar Lagoons; Miramar Lagoons II; and Miramar Lagoons III. Electrical wiring up to the circuit breaker panel in the Permitted Improvements located on each Unit in Miramar Links; Miramar Links II; and Miramar Links III.

B. Water pipes up to the individual Unit water meter.

C. Cable television lines up to the wall outlet.

D. Main air conditioning condensation drain lines up to the point where the individual Unit drain line cuts off.

E. Sewer lines up to the point where they enter the individual Unit.

F. All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.

G. Painting and cleaning of the exterior surfaces of the main entrance doors and garage doors to the Units in Miramar Lagoons; Miramar Lagoons II; and Miramar Lagoons III. Painting and cleaning of the exterior surfaces of the main entrance doors and garage doors to the Permitted Improvements located on Units in Miramar Links; Miramar Links II; and Miramar Links III.

H. In Miramar Links; Miramar Links II; and Miramar Links III, all exterior portions of Building walls, including painting, waterproofing, and caulking of walls, and the maintenance, repair and replacement of the exterior surfaces of the roofs, but excluding the painting of the stucco wall separating a balcony, lanai, or veranda from the Permitted Improvements located on the Unit which shall be painted by the owner if the area has been enclosed by the owner, which must be approved by the Association as provided elsewhere in the Declaration of Condominium.

In Miramar Lagoons; Miramar Lagoons II; and Miramar Lagoons III, all exterior Building walls, including painting, waterproofing, and caulking, but excluding the painting of the stucco wall separating a balcony, lanai, or veranda from the unit which shall be painted by the owner if the area has been enclosed by the owner, which must be approved by the Association as provided elsewhere in the Declaration of Condominium.

I. In Miramar Links; Miramar Links II; and Miramar Links III, lanai, balcony, and veranda railings.

J. The interior, top and exterior portions of any walls that may surround air conditioning equipment.

K. All structural and load bearing portions of a Unit or of Permitted Improvements or of Limited Common Elements, including all party walls located on or about unit boundaries, and concrete slabs.

L. In Miramar Links; Miramar Links II; and Miramar Links III, all lawns, landscaping, driveways, sidewalks, and any other elements within Units but outside of any Permitted Improvements thereupon.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit or Permitted Improvement and serving only that Unit. All incidental damage

caused to a Unit, Permitted improvement, or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Unit, including Permitted Improvements, Common Elements or Limited Common Elements made by a Unit Owner or his predecessor in title.

The Association is not strictly liable for damages to Units, Permitted Improvements or property within a Unit. The Association shall be liable for damages only in the event the Association negligently performed or negligently omitted to perform maintenance required under the Declaration of Condominium, or an agent of the Association tortiously and intentionally caused the damage.

Notwithstanding anything herein to the contrary, the maintenance and upkeep of any landscaped Common Elements shall be the responsibility of the Association.

The Association may, in the discretion of the Board of Directors, maintain portions of the property located outside the residential buildings located within any Condominium including landscaped areas sidewalks and driveways.

The Association shall have the sole right to control the water level and maintenance of all lakes, ponds, canals, drainage control devices, and other areas and apparatus comprising the Stormwater Management System for Miramar at Lakewood Ranch, and may use the water in all lakes and ponds for irrigation purposes on the Common Areas. Additional use of the water for other irrigation purposes may be made by the Association. The Association shall be the operator of the Stormwater Management System including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements. The Association shall comply with all lawful regulations applicable to the Stormwater Management System, including but not limited to those imposed by the Southwest Florida Management District, Manatee County, and other applicable authority.

5.2 BY THE UNIT OWNER. Each Unit Owner is responsible, at his or her own expense, for all maintenance, repairs, and replacements of his or her own Unit, and, where applicable, all Permitted Improvements thereon, unless specifically identified in this Declaration as an Association responsibility, and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

A. Maintenance, repair, and replacement of screens, windows, and window glass.

B. The entrance door to the Unit and the garage door, and their interior surfaces.

C. All other doors within or affording access to the Unit.

D. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or Permitted Improvements, and serving only the Unit.

E. The circuit breaker panel and all electrical wiring into the Unit or Permitted Improvements from the central panel.

F. Appliances, water heaters, smoke alarms, and vent fans.

G. All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.

H. Carpeting and other floor coverings.

I. Door and window hardware and locks, including sliding glass door assemblies and tracks, and garage door hardware and operating equipment.

J. Shower pans.

K. The main water supply shut-off valve for the Unit.

L. Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

M. In Miramar Links; Miramar Links II; and Miramar Links III, all walls (excluding load-bearing portions thereof, and the maintenance, repair and replacement of exterior surfaces by the Association as provided in Section 5.1).

In Miramar Lagoons; Miramar Lagoons II; and Miramar Lagoons III, all interior partition walls that do not form part of the boundary of the Unit (excluding load-bearing portions thereof).

5.3 OTHER UNIT OWNER RESPONSIBILITIES.

A. Lanais and Balconies. The Unit Owner shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of the railings, the exterior walls (but not the painting of the stucco wall separating the lanai from the unit if the area has been enclosed by the owner), and the concrete slabs.

B. Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit and Permitted Improvements, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

C. Flooring. In Miramar Lagoons; Miramar Lagoons II; and Miramar Lagoons III, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in the veranda or balcony, kitchens, dining area, breakfast area or bathrooms. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile or parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

D. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Permitted Improvements on a Unit, visible from the exterior, shall be subject to the rules and regulations of the Association.

E. Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to the Unit, Permitted Improvements, the Common Elements, or the Limited Common Elements, the Unit Owner, and successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the Condominium Property, provided however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required in this Declaration.

F. Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, Permitted Improvements, or Common Elements, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

5.4 APPLIANCE MAINTENANCE CONTRACTS. If there shall become available to the Association a program of contract maintenance for kitchen appliances, water heaters, air-

conditioning compressors, or air handlers serving individual Units, which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the voting interests in writing, the Association may enter into such contractual undertakings. The costs of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

5.5 ALTERATION OF UNITS OR COMMON ELEMENTS BY UNIT OWNERS. No Owner shall make or permit the making of any material alterations or substantial additions to his or her Unit, Permitted Improvements thereon, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. No Owner may alter the landscaping of the Common Elements in any way without prior Board approval.

5.6 ALTERATIONS AND ADDITIONS TO COMMON ELEMENTS AND ASSOCIATION PROPERTY BY ASSOCIATION. The protection, maintenance, repair, insurance, and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than five percent (5%) of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

5.7 ENFORCEMENT OF MAINTENANCE. If after reasonable notice the Owner of a Unit fails to maintain the Unit, including Permitted Improvements thereon, or its appurtenant Limited Common Elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit or Permitted Improvements, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit or Permitted Improvements as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any, and shall constitute a lien on the unit and may be foreclosed in the same manner as a real estate mortgage.

5.8 NEGLIGENCE; DAMAGE CAUSED BY CONDITION IN UNIT. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any Member of his family or his guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his Unit, including Permitted Improvements, and any Limited Common Elements appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, including Permitted Improvements on those other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit or Permitted Improvements without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

5.9 ASSOCIATION'S ACCESS TO UNITS. The Association has an irrevocable right of access to the Units, including Permitted Improvements, for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit or Permitted Improvements to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit, including Permitted Improvements, shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units, including Permitted Improvements. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, including Permitted Improvements, as well as all damage to his Unit or Permitted Improvements caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

5.10 PEST CONTROL. The Association may supply pest control services for the inside of each Unit, including Permitted Improvements, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter his

Unit, including Permitted Improvements, or must employ a licensed pest control company to enter his Unit, including Permitted Improvements, on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessments.

5.11 HURRICANE SHUTTERS. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style, and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A unit owner may install an approved shutter without specific consent from the Board of Directors provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard model, color and style adopted by the Board of Directors shall be permitted.

ARTICLE 6
ASSESSMENTS

6.1 ESTABLISHMENT. The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of each Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budgets, and special Assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in the Bylaws and as follows:

6.2 COMMON EXPENSES. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements, certain Limited Common Elements, and Association Property including Common Areas, the expenses of operating the Association and any other expenses properly incurred by the Association for each Condominium, including any amounts budgeted for the purpose of funding reserve accounts. This includes but is not limited to taxes and utility charges incurred in connection with the operation of the Common Areas, including street lighting expense, and private police protection, night watchmen, and guard and gate services.

6.3 SHARE OF COMMON EXPENSES.

A. **MIRAMAR LINKS.** The Owner of each Unit shall be liable for an equal 1/28th share of the Common Expenses of the Condominium.

B. **MIRAMAR LINKS II.** The Owner of each Unit shall be liable for an equal 1/28th share of the Common Expenses of the Condominium.

C. **MIRAMAR LINKS III.** The Owner of each Unit shall be liable for an equal 1/28th share of the Common Expenses of the Condominium.

D. **MIRAMAR LAGOONS.** The Owner of each Unit shall be liable for an equal 1/32nd share of the Common Expenses of the Condominium.

E. **MIRAMAR LAGOONS II.** The Owner of each Unit shall be liable for an equal 1/32nd share of the Common Expenses of the Condominium.

F. **MIRAMAR LAGOONS III.** The Owner of each Unit shall be liable for an equal 1/24th share of the Common Expenses of the Condominium.

6.4 OWNERSHIP. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

6.5 ASSESSMENTS AND OBLIGATIONS. The fee title Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple owners are jointly and severally liable. Except as provided in Section 17.3 of this Declaration, whenever title to a Condominium Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

6.6 NO WAIVER OR EXCUSE FROM PAYMENT. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as provided in Section 17.3 hereof as to certain mortgagees.

6.7 APPLICATION OF PAYMENTS; FAILURE TO PAY; INTEREST. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, and finally to unpaid Assessments, in such manner as determined by law. The foregoing application of funds received shall be applicable

despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment. No payment by check is deemed received until the check has cleared.

6.8 ACCELERATION. If any special Assessments or installments as to a Unit become more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessments and all special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116, Florida Statutes, or may be sent separately.

6.9 LIENS. The Association has a lien on each Condominium Parcel securing payment of past due Assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Manatee County, Florida, stating the name and address of the Association, the description of the Condominium Parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

6.10 PRIORITY OF LIEN. The Association's lien for unpaid Assessments shall be subordinate and inferior to any assessment lien filed by the Village Association, and to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

6.11 FORECLOSURE OF LIEN OR PURSUIT OF MONEY JUDGMENT. The Association may bring an action in its name to foreclose its lien in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for monies due without waiving any lien rights.

6.12 CERTIFICATE. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit with respect to the

Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

ARTICLE 7
THE ASSOCIATION

7.1 THE ASSOCIATION. The operation and management of the Condominiums shall be by MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth. The Association shall administer the operation and management of the Condominiums, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations promulgated by the Association from time to time. No Unit Owner, except an officer of the Association, shall have any authority to act for or on behalf of the Association. The powers of the Association shall include those set forth in this Declaration, Articles of Incorporation, Bylaws, the Condominium Act and Chapter 617, Florida Statutes, all as amended from time to time.

7.2 MEMBERSHIP IN ASSOCIATION. The membership of the Association shall be comprised of the record owners of legal title to the Units, as further provided in the Bylaws.

7.3 DELEGATION OF MANAGEMENT. The Board of Directors may contract for the management and maintenance of the Condominium Property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance and repair of the Common Elements with funds made available by the Association for such purposes. The Association and its Directors and officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

7.4 ACTS OF THE ASSOCIATION. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit Owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

7.5 POWERS AND DUTIES. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The

Association, upon written approval of a majority of the voting interest, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

7.6 OFFICIAL RECORDS. The Association shall maintain its official records as required by law. The records shall be open to inspection by Unit Owners, or their authorized representatives, at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Unit Owner seeking copies.

7.7 PURCHASE OF UNITS. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board of Directors.

7.8 ACQUISITION OF PROPERTY. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided by Section 7.7 above, the power to acquire real property may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

7.9 DISPOSITION OF PROPERTY. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board of Directors, without need for authorization by the Unit Owners.

7.10 ROSTER. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the roster shall be made available to any Member upon request.

7.11 VOTING RIGHTS OF UNIT OWNERS. Unit Owners are entitled to one (1) vote for each Unit owned by them. The total number of votes ("voting interests") in each Condominium is equal to the total number of Units in the Condominium. The vote of a Unit is not divisible. The right to vote may not be denied because of delinquent assessments. The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specified ownership interests:

A. If a Unit is owned by one natural person, that person has the right to cast a vote on behalf of the Unit.

B. If a Unit is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the Unit.

C. If a Unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the Unit, or the holder(s) of the remainder interest may cast the vote.

D. If the owner of a Unit is a corporation, any officer of the corporation may cast the vote on behalf of the Unit.

E. If a Unit is owned by a partnership, any general partner may cast the vote on behalf of the Unit.

F. If a limited liability company owns a Unit, any authorized agent may cast the vote on behalf of the Unit.

G. If a Unit is owned by a trustee(s), the vote for the Unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the Unit.

In a situation where there are two or more persons authorized to cast a vote on behalf of a Unit, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

ARTICLE 8
INSURANCE

The insurance other than title insurance which shall be carried upon the Condominium Property, including the Units, Common Elements and Association Property shall be governed by the provisions hereinafter set forth.

8.1 AUTHORITY TO PURCHASE INSURANCE. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

8.2 CASUALTY. The Association shall obtain and maintain fire and extended insurance coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire condominium, including Association Property, the Common Elements, the Units, including Permitted Improvements, and the personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring all personal property within the Owner's Unit and within Limited Common Elements appurtenant to the Unit,

as well as all other items excluded under Association coverage in Section 718.111(11)(f)3., Florida Statutes, as same shall be amended from time to time. Each Unit Owner shall carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage to his or her property and liability to others that would otherwise be covered by such insurance.

8.3 LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the owner's Unit, as the Owner may deem appropriate.

8.4 WORKMEN'S COMPENSATION. Workmen's Compensation insurance shall be carried to meet the requirements of the law.

8.5 OTHER INSURANCE. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, flood insurance, and insurance for the benefit of its employees.

8.6 DEDUCTIBLE AND OTHER INSURANCE FEATURES. The Board of Directors shall establish the amount of the deductibles under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

8.7 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such a manner as the Board of Directors deems appropriate.

8.8 INSURANCE SHARES OR PROCEEDS. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

A. Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

B. Unit. Proceeds on account of damage to Units, including Permitted Improvements, shall be held in the following undivided shares:

1. When the Condominium is to be restored - for the Owners of damaged Units, including Permitted Improvements, in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

2. When the Condominium is not to be restored - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

C. Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

D. Deductible. The deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

8.9 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

A. Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

B. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

8.10 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

ARTICLE 9
REPAIR AND RECONSTRUCTION AFTER CASUALTY

9.1 The improvements shall be restored unless two-thirds (2/3) of the voting interests in the condominium vote to terminate this condominium. Except for the consent of Institutional Lenders, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all Owners of Units shall immediately convey all their right, title, and interest to their respective Units, including Permitted Improvements, to the Association. The recording of each such conveyance in the Public Records of Manatee County will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the funds to be subsequently distributed by the Association as provided herein.

The Association shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The Association may make partial distributions of each unit's share of the funds at such times and in such aggregate amounts as the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the Association Board of Directors shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities, appraiser's fees, and other costs reasonably incurred, the Association shall make a final distribution of each unit's share of the remaining funds held by the Association. All distributions, whether partial or final, shall be apportioned equally among the owners based upon their percentage ownership of the common elements.

Any distribution, whether partial or final, of a Unit's share of the funds held by the Association shall be made jointly to the Owner of the Unit and the record owners of any mortgages or other liens encumbering the Unit at the time of the recording of the conveyance to the Association by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as provided herein even though the share of a particular Unit in the funds distributed by the Association is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of such funds. Nothing herein provided shall in any way relieve the Unit Owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Unit at the time of his conveyance to the Association.

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this paragraph may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

9.2 METHOD.

A. Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board of Directors of the Association, provided that if the damaged property is a Building containing Units, approval must also be obtained from the Owners of all Units and mortgagees of record in the damaged Building, which approval shall not be unreasonably withheld. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board.

B. Responsibility. If the loss or damage is only to those parts of a Unit, including Permitted Improvements, or Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for repair and reconstruction. In all other instances, the responsibility for repair and reconstruction after casualty shall be that of the Association.

C. Estimates of Costs. Immediately after a determination is made to repair or reconstruct damage to property for which the Association has responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction.

D. Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements, portions of the Units or Permitted

Improvements to be repaired or replaced by the Association under this Declaration, or Association Property, or if at any time during repair or reconstruction the insurance proceeds are insufficient, Assessments shall be made against all Unit Owners in sufficient amounts to provide the necessary funds for the payment of such costs. Such Assessments shall be in proportion to the Unit Owner's share of the common expense and need not be approved by the Unit Owners. The affected Unit Owners shall be responsible for payment of cost of repair and replacement to damaged portions of their Units, including Permitted Improvements, that are not covered by insurance proceeds to the extent the Unit Owners are responsible for the repair and replacement of the damaged portions of the Units or Permitted Improvements.

E. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association by Assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

1. Association - Insurance. The proceeds of insurance collected on account of casualty and the sums from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

a. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than twenty-five thousand dollars ($25,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

b. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than twenty-five thousand dollars ($25,000.00) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in Florida and engaged by the Association to supervise the work.

c. Unit Owners. The portion of insurance proceeds representing damage for which responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association to the Unit Owner and if there is a mortgagee endorsement to such unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advisable.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in

excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

ARTICLE 10
USE RESTRICTIONS

10.1 USE OF UNITS. Each Unit is hereby restricted to Single Family Residential use by the Owner or Owners thereof, or their tenants. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

A. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.

B. Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations in Manatee County, and the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

10.2 NUISANCE PROHIBITED. No nuisances shall be allowed to be committed, or maintained upon the Condominium Property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit, including Permitted Improvements, or use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

10.3 OBSERVANCE OF LAWS AND PROPERTY CONDUCT. No immoral, improper, or offensive use shall be made on the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.

10.4 REGULATIONS. Subject to the rights of the members as provided in the Bylaws, reasonable regulations concerning the use of the Common Elements, Units, including Permitted Improvements, Association Property and other Condominium Property may be made and amended from time to time by the Board of Directors of the Association, and all Owners and occupants shall abide by said regulations.

10.5 SIGNS. No person may post or display any signs anywhere on the Condominium Property, including "For Sale," "For Rent," "Open House" and other similar signs. The Board of Directors may adopt regulations to permit certain name plaques, and security signs.

10.6 GARMENTS; FLAGS. Unless approved by the Board, no garments, rugs, towels, clothing, flags, or other items shall be hung or displayed from the windows, facades or other exterior portions of any of the Buildings in the Condominium, provided however an owner may display one portable, removable United States flag in a respectful way, and portable, removable, official service flags of the armed forces in such size and manner and on such days as required by law.

10.7 PARKING. Except as set forth below, only family-type non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked in a driveway or a guest parking area. A "family-type non-commercial motor vehicle" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, minivans and vans equipped with windows all around the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, and sport utility vehicles (excluding sport utility vehicles with an open bed which are classified below as pick-up trucks).

All other motor vehicles, including but not limited to: (1) commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto); (2) trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, cargo vans, and pick-up trucks (for purposes hereof, pick-up trucks shall include any sport utility vehicle that has an open bed); (3) boats; (4) campers; (5) motorcycles, scooters or mopeds; (6) recreational vehicles (vehicles having either kitchen or bathroom facilities); (7) trailers; (8) motor homes; (9) mobile homes; and any and all other vehicles other than the permitted vehicles described in the preceding paragraph, shall be prohibited.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked in the driveway or on the street during the time they are actually servicing a residence, but in no event overnight; (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a driveway or street when they are being actively loaded or unloaded; (iii) an Owner of a residence shall be permitted to have one truck, motorcycle or recreational vehicle park in the guest parking areas, provided the vehicle has an out-of-county license tag and is driven by a guest temporarily staying at the residence. In no event shall any vehicle permitted under this exception be parked in Miramar at Lakewood Ranch for more than forty-eight (48) hours, or seven (7) days in total per calendar year and no Owner may have more than two (2) such guests in any calendar year; (iv) any of the prohibited vehicles may be parked or stored in a garage

provided the garage door is kept closed at all times except when the garage is being actively used.

The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position. All family-type non-commercial motor vehicles parked on a driveway or guest parking areas must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted except in an enclosed garage.

Oil or fluid leaks onto a driveway or guest parking area are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the residence from which the offending motor vehicle originated.

There shall be no parking on the street. No motor vehicle, trailer, boat or any other property of any nature whatsoever that is described in this provision may be parked or stored on a lawn or unpaved area.

Any vehicle parked in violation of this Section 10.7 or reasonable rules and regulations of the Association may be towed in accordance with Section 715.07 of the Florida Statutes as amended from time to time.

10.8 PETS. A unit owner may keep no more than two (2) pets. Pets are limited to dogs or domestic cats, and no pet may exceed seventy-five (75) pounds in weight at maturity. No exotic pets shall be permitted. No pet shall be permitted to become a nuisance to Unit Owners or occupants of Units and all pets are subject to removal from the Condominium at the discretion of the Board of Directors. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet that becomes a source of annoyance to other residents. No dog or cat shall be permitted outside of the Permitted Improvements located on its Owner's Unit unless attended by an adult and on a leash. Pet owners are responsible for the prompt removal and proper disposal of all excrement from all areas. No dog shall be of a dangerous breed or disposition. Notwithstanding the limit of pets to no more than two dogs or cats, caged birds and fish are permitted in reasonable quantities, however, no birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit. Guests of Unit Owners or tenants shall not be allowed to bring pets onto the Condominium Property. Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station, is prohibited.

10.9 GARAGES. The garages are intended for the primary purpose of parking motor vehicles. No garage shall be permanently enclosed or converted to any other use without the prior written approval of the Board. When ingress and egress to the garage is not required, the

garage doors shall remain closed, except to permit ventilation when the garage is in use by the Owner or other resident. Repair of motor vehicles is permitted only inside the garages.

10.10 COMMON AREAS. No person shall do any of the following on any part of the Common Areas: operate motorcycles for any purpose other than as a means of transportation on the private road; boat, fish, or swim in lakes, ponds, canals, or streams; permit the running of animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus.

10.11 DUTY TO COMPLY. Each Member, and every occupant or visitor, shall be governed by and shall comply with the terms of this Declaration and all exhibits attached hereto, and the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time. Each Member is responsible for the actions of his or her tenants, occupants and guests. In the event of a breach of any of the covenants, conditions or restrictions contained in these documents, the Association, or any person or persons owning real property subject to this Declaration shall have the right to take any action or prosecute any proceedings provided for herein or by law.

ARTICLE 11
SALE OR LEASE OF A UNIT

In order to maintain a community of congenial residents and thus protect the value of the Condominium Units, no Unit may be transferred, sold, or leased except in compliance with the provisions below:

11.1 TRANSFERS SUBJECT TO APPROVAL. Except as provided below, no Unit Owner may lease, or dispose of a Unit or any interest therein by sale or other transfer, including but not limited to by gift, devise or inheritance without prior approval of the Association, except that Association approval shall not be required for a Unit Owner to transfer or lease a Unit to his or her spouse, another member of the Association or to a trustee if the Unit Owner, his or her spouse, or lineal descendants are the sole beneficiaries of the trust. The Association may delegate its approval/denial authority to a single Director, a committee or an agent. The Association may require background checks for all potential transferees.

11.2 APPROVAL OF LEASING. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Unit Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board,

prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview.

It shall be the Unit Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium documents shall constitute a material breach of the lease; and shall contain a provision appointing the Association as agent for the Unit Owner so the Association may act on behalf of the Unit Owner to enforce the lease, evict the lessee, or otherwise. The Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owner shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct to of the tenant into compliance with the Condominium Documents, the Association shall then have the authority to out as agent of the Unit Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner which shall be secured by a lien on the Unit which may be foreclosed in the same manner as a mortgage.

It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within fifteen (15) days shall be deemed to constitute approval.

11.3 LEASE RESTRICTIONS AND LIMITATIONS. The minimum lease term is thirty (30) consecutive days, and no unit may be leased more than four (4) times in a calendar year.

11.4 OCCUPANCY DURING LEASE TERM. The total number of permanent occupants of a leased Unit is limited to two persons per bedroom. Any person staying overnight more than fourteen (14) days shall be considered a permanent occupant. No pets are permitted. Guests of lessees must be registered with the Association. The maximum stay for guests of lessees is fourteen (14) days. Guests of lessees may not use the Unit except when the lessee is also in residence.

11.5 DISAPPROVAL OF LEASING. If the Association disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither

have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

A. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property, or of a felony demonstrating dishonesty or moral turpitude.

B. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.

C. The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

D. A person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a unit.

E. A person seeking approval has failed to provide the information, fees, or appearance required to process the application in a timely manner.

F. No Unit may be leased if the Unit Owner is delinquent in any assessment payment, fine, or other charge due to the Association, unless the Unit Owner and Tenant agree in writing to an Assignment of Rent to the Association as provided below. Further, if a delinquency occurs during the term of the lease or any extension or renewal thereof, there shall be an automatic assignment to the Association of all rights of the Unit Owner to collect the rent for the Unit. Each lease or rental of a Unit shall be in writing and shall include, or if it does not shall be deemed to include, the following provision:

> **Assignment of Rent to Association.** The parties hereto agree that MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC. (the "Association"), shall be a third-party beneficiary to this agreement and that the tenant/lessee/occupant of the Unit may be required to pay the rental payments set forth in this agreement directly to the Association in the event the landlord/lessor/owner is delinquent in the payment of regular or special assessments or any other charges to the Association. The rental payments shall be used by the Association to bring the delinquent assessments current and shall be applied to all sums due (including assessments or other charges, interest, late fees, costs and attorneys' fees) in accordance with Chapter 718, Florida Statutes, as may be amended from time to time. The parties agree that the

tenant/lessee/occupant, upon receiving written notice (hereinafter referred to as "notice") from the Association by hand delivery or certified mail, return receipt requested, shall make all rental payments to the Association until the delinquent assessments have been satisfied. The Association shall hand deliver or mail by certified mail, return receipt requested, a copy of the notice to the landlord/lessor/owner at the last known address of the landlord/lessor/owner. In the event the Association is required to file an action against the landlord/lessor/owner or tenant/lessee/occupant to collect the rent or otherwise enforce the terms of this provision, the prevailing party shall be entitled to its attorneys' fees and costs incurred both at trial and the appellate levels.

11.6 APPROVAL OF SALE OR TRANSFER OF UNIT. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty (30) day period shall constitute approval.

11.7 DISAPPROVAL OF SALE OR TRANSFER OF UNIT. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval. The Association shall have no duty to purchase the Unit if denial is based upon any of the following factors:

A. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

B. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

C. The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

D. The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

E. The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in one of the Condominiums as a tenant, Unit Owner or occupant of a Unit.

F. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

11.8 RIGHT OF FIRST REFUSAL; DUTY TO PROVIDE ALTERNATE PURCHASER. Except as otherwise provided herein, if the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. Should transfer be rejected on the grounds for disapproval set forth above, the Association's right of first refusal shall be optional. If the grounds for disapproval set forth above were not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current condominium prices in Manatee County, with one appraiser selected by the selling Unit Owner and the other selected by the Association. The cost of the appraisals shall be shared equally by the Unit Owner and the Association. Closing and transfer shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.

11.9 SCREENING FEES. The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to sell or lease, said screening fee to be set by the Board from time to time and shall be in conformance with and up to the amount allowed under applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

11.10 MORTGAGEE. If the owner and holder of a first mortgage of record acquires title to the Unit as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve or disapprove the transfer and the mortgagee shall automatically be entitled to membership in the Association. The sale of a Unit by a first

mortgagee shall also be exempt from the right of approval by the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

ARTICLE 12
EASEMENTS

The following easements are established and reserved over, across, under and through the Condominium Property of each Condominium, and all the Units, Common Elements and Limited Common Elements of each Condominium, each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual or collective Unit Owners, governments having jurisdiction, suppliers of utility services, and owners and occupants of adjacent lands, as the context may require:

12.1 INGRESS AND EGRESS. Non-exclusive rights-of-way by vehicle or on foot in, to, over and upon the road, sidewalks and paths within Miramar at Lakewood Ranch are established. Non-exclusive pedestrian easements shall exist over all sidewalks and paths in the Condominium to provide ingress to and egress from each Unit and the Common Elements, Limited Common Elements, and Common Areas.

12.2 UTILITIES AND DUCT WORK; DRAINAGE. Easements as may be required, desirable or necessary for drainage and the furnishing of utility services to one or more Units, the Common Elements, Limited Common Elements, the Condominium Property generally, and adjacent lands not forming a part of the Condominium. Such easements shall include, but not be limited to, a Grant of Public Utility Easements and Agreement for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned Lands entered into with Manatee County to permit the County to provide water and sewage disposal service, and such easements as may be shown on exhibits to this Declaration and amendments hereto. Easements shall exist in all Common Elements, and under, over, and across the Units and Permitted Improvements thereon (provided the easements do not interfere with the residential use of the Units), for public and private utility installations, equipment and services; cable television systems, communications and security systems, and an easement in gross is hereby granted in all Common Elements for utility services in favor of governments having jurisdiction; suppliers of utility services, cable television systems, communications and security systems; and owners and occupants of adjacent lands. The Association may also transfer title to utility-related equipment, facilities, or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Also such easements as may be required, desirable or necessary for ductwork and condensate lines for the furnishing of air-conditioned, cooled or heated air to the Units from air-conditioning or heating equipment or installations located without the Unit boundaries. Easements reserved hereunder shall include access easements over the Common

Elements and the Units for installing, reading, repairing, maintaining, and replacing meters, lines, and other facilities supplying utilities to the Condominium Property.

12.3 ENCROACHMENTS. If a Unit or Permitted Improvements shall encroach upon any Common Element or Limited Common Element, or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist. If any Common Elements or Limited Common Elements shall encroach upon a Unit as a result of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

12.4 SUPPORT AND MAINTENANCE. Such easements as may be reasonably necessary or desirable are provided for the purposes of support of the Permitted Improvements and the Buildings, and maintenance, repair, replacement, rebuilding and reconstruction of the Units, Permitted Improvements, Common Elements and Limited Common Elements, utility services, and for implementation of any of the maintenance or repair obligations of the Association and Unit Owners.

12.5 RIGHT TO GRANT ADDITIONAL EASEMENTS. The Association has the right to grant additional perpetual non-exclusive easements for ingress, egress, public or private utilities, cable television systems, communications and security systems, and drainage to permit the Association to act upon and carry out its rights and duties, express or implied, pursuant to this Declaration and its exhibits.

12.6 ADJACENT PROPERTY. Easements for public and private utilities, cable television systems, communications and security systems, and drainage, are hereby reserved over the utility and drainage easements located herein or otherwise reserved herein to provide same to properties adjacent to the Condominium that are not a part of the Condominium. Easements for ingress and egress are hereby reserved over all roads, drives, and streets to provide access to properties adjacent to the Condominium that are not part of the Condominium.

ARTICLE 13
AMENDMENT

Subject to other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

A. Notice. A copy of a proposed amendment shall be included in the notice of any meeting of the Members of the Association of which a proposed amendment is to be considered. There shall be at least fourteen (14) days written notice to each Unit Owner in advance of the meeting and notice shall be continuously posted at a designated conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting. The

foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.

B. Resolution. A resolution for the adoption of a proposed Amendment may be proposed by either the Board of Directors of the Association, or by not less than twenty percent (20%) of the Members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed Amendment must be by not less than a majority of the voting interests of the Association.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, or class or group of Unit Owners, unless the Unit Owners so affected and their mortgagees, if any, shall unanimously consent in writing; no amendment may permit timeshare estates to be created in any Unit unless every Unit Owner and the record owners of liens on every Unit, join in the amendment; and no amendment shall alter any Unit, nor change the share of the Common Expenses, unless the Owner of the Units concerned and record Owners of mortgages on such Units shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended.

D. Executed and Recorded. A copy of each adopted amendment shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Manatee County, Florida. An amendment shall be effective when said documents are so recorded.

E. Mortgagee Approval. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage on the Condominium Property or any part thereof, or which would materially alter, amend or modify, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Lenders without the consent of all such mortgagees. The consent of the mortgagees may not be unreasonably withheld.

ARTICLE 14
CONDEMNATION

14.1 DEPOSIT OF AWARDS WITH ASSOCIATION. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special

charge shall be made against the defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner.

14.2 DETERMINATION WHETHER TO CONTINUE CONDOMINIUM. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

14.3 DISBURSEMENT OF FUNDS. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

14.4 ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

14.5 UNITS REDUCED BUT TENANTABLE. If the taking reduces the size of a Unit and the remaining portion of the Unit, including any Permitted Improvements, can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit, including Permitted Improvements, shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

14.6 UNIT MADE UNTENANTABLE. If the taking is of any entire Unit or so reduces the size of a Unit, including any Permitted Improvements, that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Payment of Award. The fair market value of the Unit, including Permitted Improvements, immediately prior to the taking shall be paid to the Owner of the Unit and to each

mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit, including Permitted Improvements, shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in the manner approved by the Board of Directors.

C. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as equal percentages based upon the total of the then existing Units, or as otherwise provided by law.

D. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessments against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

E. Arbitration. If the fair market value of a Unit, including any Permitted Improvements, prior to the taking cannot be determined by agreement between the Unit Owner and the Association with thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit, including any Permitted Improvements, and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

14.7 TAKING OF COMMON ELEMENTS. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

ARTICLE 15
TERMINATION

15.1 MIRAMAR LINKS; MIRAMAR LINKS II; MIRAMAR LAGOONS; AND MIRAMAR LAGOONS II. For Miramar Links, Miramar Links II, Miramar Lagoons, and Miramar Lagoons II, the Condominium may be terminated in the following manner:

A. **AGREEMENT.** The Condominium may be terminated at any time by written agreement of all the owners of the units, and all the Institutional Mortgagees.

B. **VERY SUBSTANTIAL DAMAGE.** If the Condominium suffers substantial damage and it is decided as provided in Article 8 of the Declaration of Condominium that the Condominium will not be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

C. **CERTIFICATE OF TERMINATION; TERMINATION TRUSTEE.** The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this section is recorded in the Public Records of Manatee County, Florida. The recording of that Certificate of Termination automatically divests the Association and all Unit Owners of legal title, and vests legal title to all real and personal property formerly the Condominium Property or association property (hereinafter the "Property") in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former unit owners as tenants in common in the same undivided shares each owner previously owned in the common elements. On termination, each lien encumbering a condominium parcel shall be transferred automatically to the equitable share in the Property attributable to the unit encumbered by the lien with the same priority.

D. **WIND-UP OF ASSOCIATION AFFAIRS.** The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this section.

E. **TRUSTEE'S POWERS AND DUTIES.** The Termination Trustee shall hold title to the Property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former unit

owners approve a sale of the Property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the Property and distribute the proceeds in accordance with the provisions of this Declaration. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and that fee, all costs, and expenses incurred by the Termination Trustee in the performance of its duties may be paid from the proceeds of the sale of the Property, and shall constitute a lien on the Property superior to any other lien until paid. The Trustee shall be entitled to be indemnified and held harmless by the Association and its members from any and all liabilities and costs incurred by virtue of acting as Termination Trustee, except those resulting from the Trustees gross negligence or malfeasance. The Termination Trustee may rely on written instructions and information provided by the officers, Directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

F. **PARTITION; SALE.** Following termination, the Property may be partitioned and sold on the application of any unit owner. If at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of any or all of the Property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the former unit owners have not authorized a sale of the Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Property without agreement by the former unit owners. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

G. **NEW CONDOMINIUM.** The termination of the Condominium does not bar creation of another Condominium including all or any portion of the same property.

H. **PROVISIONS SURVIVE TERMINATION.** The provisions of this Article 15 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the Termination Trustee, as well as post-termination costs of maintaining the Property, are common expenses, the payment of which is secured by a lien on the beneficial interest owned by each former, unit owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

15.2 MIRAMAR LINKS III; MIRAMAR LAGOONS III. For Miramar Links III and Miramar Lagoons III, the Condominium may be terminated in the following manner:

A. **AGREEMENT.** The Condominium may be terminated at any time by a written Plan of Termination agreement approved by at least eighty (80) percent of the total voting interests of the Condominium if not more than ten (10) percent of the total voting interests of the condominium have rejected the plan of termination by negative vote or by providing written objections therein.

B. **ECONOMIC WASTE OR IMPOSSIBILITY.** If the total estimated cost of repairs for the Condominium necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the condominium after completion of the repairs, or if it becomes impossible to operate or reconstruct a condominium in its prior physical configuration because of land use laws or regulations, the condominium form of ownership of the Property in this Condominium will be terminated.

C. **PLAN OF TERMINATION; TERMINATION TRUSTEE.** The termination of the Condominium by either of the foregoing methods shall be evidenced by a Plan of Termination. The Plan of Termination must be a written document executed in the same manner as a deed by Unit Owners having the requisite percentage of voting interests to approve the plan and by the Termination Trustee. A copy of the proposed Plan of Termination shall be given to all Unit Owners in the same manner as for notice of an annual meeting, at least fourteen (14) days prior to the meeting at which the Plan of Termination is to be voted upon or prior to or simultaneously with the distribution of the solicitation seeking execution of the Plan of Termination or written consent to or joinder in the plan. A Unit Owner may document assent to the plan by executing the plan or by consent to or joinder in the plan in the manner of a deed. A plan of termination and the consents or joinders of Unit Owners and, if required, consents or joinders of mortgagees must be recorded in the public records of Manatee County, Florida. The Plan of Termination is effective only upon recordation or at a later date specified in the Plan of Termination.

The Plan of Termination must specify:

1. The name, address, and powers of the Termination Trustee.

2. A date after which the Plan of Termination is void if it has not been recorded.

3. The interests of the respective Unit Owners in the Association Property, common surplus, and other assets of the Association, which shall be the same as the respective interests of the Unit Owners in the Common Elements immediately before the termination, unless otherwise provided in the declaration.

4. The interests of the respective Unit Owners in any proceeds from the sale of the Condominium Property. The Plan of Termination may apportion those proceeds pursuant to

any method prescribed in Section 718.117(12), Florida Statutes. If, pursuant to the Plan of Termination, condominium Property, or real property owned by the Association is to be sold following termination, the Plan of Termination must provide for the sale and may establish any minimum sale terms.

5. Any interests of the respective Unit Owners in insurance proceeds or condemnation proceeds that are not used for repair or reconstruction at the time of termination pursuant to any method prescribed in Section 718.11(12), Florida Statutes.

D. **WIND-UP OF ASSOCIATION AFFAIRS.** The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this section.

E. **TERMINATION TRUSTEE'S POWERS AND DUTIES.** The Association shall serve as Termination Trustee unless another person is appointed in the Plan of Termination. If the Association is unable, unwilling, or fails to act as Termination Trustee, any Unit Owner may petition the court to appoint a Termination Trustee. Upon the date of the recording or at a later date specified in the Plan of Termination, title to the Condominium Property vests in the Termination Trustee. Unless prohibited by the Plan of Termination, the Termination Trustee shall be vested with the powers given to the Board pursuant to this Declaration, Bylaws, and Section 718.11(6), Florida Statutes. If the Association is not the Termination Trustee, the Termination Trustee's powers shall be coextensive with those of the Association to the extent not prohibited in the Plan of Termination or the order of appointment. If the Association is not the Termination Trustee, the Association shall transfer any Association Property to the Termination Trustee. If the Association is dissolved, the Termination Trustee shall also have such other powers necessary to conclude the affairs of the Association. If termination is pursuant to a Plan of Termination under Sections 15.2A or 15.2B of this Declaration, the Unit Owners' rights and title as tenants in common in undivided interests in the Condominium Property vest in the Termination Trustee when the Plan of Termination is recorded or at a later date specified in the Plan of Termination. The Unit Owners thereafter become the beneficiaries of the proceeds realized from the Plan of Termination. The Termination Trustee may deal with the Condominium Property or any interest therein if the Plan of Termination confers on the Termination Trustee the authority to protect, conserve, manage, sell or dispose of the condominium property, but the contract is not binding on the Unit Owners until the Plan of Termination is approved pursuant to Sections 15.2A and 15.2B of this Declaration.

F. **PARTITION; SALE.** Following termination the Property may be partitioned and sold on the application of any Unit Owner. If at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of any or all of the Property the Board of Directors shall notify the Termination Trustee, and the Termination Trustee shall complete the

transaction. In that event, any action for partition of the Property shall be held in abeyance pending the sale and on the consummation of the sale shall be discontinued by all parties thereto. If the former Unit Owners have not authorized a sale of the Property within one year after the recording of the Plan of Termination, the Termination Trustee may proceed to sell the Property without agreement by the former Unit Owners. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

G. **NEW CONDOMINIUM.** The termination of the Condominium does not bar creation of another Condominium including all or any portion of the same property.

H. **PROVISIONS SURVIVE TERMINATION.** The provisions of this Article 15 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation and shall have the power to levy assessments and to pay the costs and expenses of the Termination Trustee, as well as post-termination costs of maintaining the Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

ARTICLE 16
COMPLIANCE AND DEFAULT

Each Unit Owner, tenant, Guest and Occupant of The Condominium shall be subject to and shall comply with the terms and conditions of this Declaration and exhibits hereto and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a Unit Owner or other person to comply with the terms of said documents or regulations shall entitle the Association and/or other Unit Owners to the following relief in addition to the remedies provided by The Condominium Act and by law.

A. Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of the Condominium Property, Units owned by other persons, or any property in which the Association owns an interest rendered necessary by his willful action or negligence or by the willful action or negligence of any Member of his family or his or their guests, employees, agents or lessees.

B. Injunction. A suit may be brought to enjoin any violation.

C. Damages. A suit may be brought for damages.

D. Attorney's Fees. In any proceeding arising out of an alleged failure of a Unit Owner, Tenant, Guest or Occupant to comply with the aforementioned documents or regulations,

the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, including appellate proceedings from the non-prevailing party.

E. No Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restrictions or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE 17
RIGHTS OF MORTGAGEES

17.1 APPROVALS. Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Article 13 of this Declaration, which shall not be unreasonably withheld.

17.2 NOTICE OF CASUALTY OR CONDEMNATION. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit, including Permitted Improvements, or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

17.3 MORTGAGE FORECLOSURE. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expense or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as required or permitted by the Condominium Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

17.4 REDEMPTION. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

17.5 RIGHT TO INSPECT BOOKS. The Association shall make available to Institutional Lenders, upon request, current copies of the recorded Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for

inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

17.6 FINANCIAL STATEMENT. Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

17.7 LENDER'S NOTICES. Upon written request to the Association, any Institutional Lender shall be entitled to timely written notice of:

A. Any delinquency of sixty (60) days or longer in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

C. Any proposed action that requires the consent of the Institutional Lenders.

ARTICLE 18
VILLAGE ASSOCIATION AND OTHER RESTRICTIONS

These Condominiums, as part of Lakewood Ranch, are subject to the Declaration of Covenants for Country Club/Edgewater Village at Lakewood Ranch, as recorded in Official Records Book 1489, Page 6834, et seq. of the Public Records of Manatee County, Florida, as amended and supplemented from time to time (Village Declaration). In the event of a conflict the Village Declaration shall prevail over the provisions of this Declaration. Each owner is required to be a member of the Village Association. Each owner, as a member of the Village Association, has a vote in Village Association affairs; however, under the Village Declaration, the Board of Directors of this Condominium Association and other associations that may be created to operate other residential communities in Miramar Village at Lakewood Ranch, as shall be directed by the Village Association, shall act as the Neighborhood Committee(s) and appoint a voting member(s) to cast all votes on behalf of the owners. In addition to the Village Declaration, the Property shall be subject to the easements, restrictions, covenants, conditions, limitations, reservations, obligations, benefits, set forth in the Special Warranty Deed and Easement Agreement whereby Developer acquired title to the Property, as recorded in Official Records Book 1810, Page 7315 and Official Records Book 1810, Page 7332, respectively, both of the Public Records of Manatee County, Florida.

ARTICLE 19
COMMUNITY DEVELOPMENT DISTRICT

The Condominium is located in Lakewood Ranch, a 5500 acre master planned community located in Manatee and Sarasota Counties, which contains a broad mix of residential, commercial, recreational and employment uses. The developer of Lakewood Ranch is SMR Communities Joint Venture (SMR). As a master planned community, Lakewood Ranch has different communities and districts within it. The condominium is within the Country Club/Edgewater Village area and is subject to the jurisdiction of Lakewood Ranch Community Development District 2 (District), which is a special district created under Chapter 190, Florida Statutes. Initially, the District issues bonds to finance the construction of community infrastructure such as water, sewer, drainage, and roads, and constructs and maintains them in some cases. All unit owners will be responsible to pay their share of the District's cost of the maintenance and operation of the infrastructure, through assessments and taxes levied by the District, and will pay responsible for the payment of their share of bond indebtedness that may be incurred by the District in the future. The District also installs and maintains landscaping, entry features, and the like in and around Country Club/Edgewater Village.

The District provides the following notice: The Lakewood Ranch Community Development District 2 imposes taxes or assessments, or both taxes and assessments, on this property through a special taxing district. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities of the District and are set annually by the governing board of the district. These taxes and assessments are in addition to County and all other taxes and assessments provided by law.

ARTICLE 20
SPECIAL PROVISIONS FOR SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

A. The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.

B. If the Association ceases to exist, all of the Unit Owners shall be jointly and severally responsible for operation and maintenance of the Stormwater Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility in accordance with the regulations and requirements of the Southwest Florida Water Management District.

C. The Association, Unit Owners, occupants, and users of the Common Areas, shall comply with all lawful regulation applicable to the Stormwater Management System, including

but not limited to those imposed by the Southwest Florida Water Management District, Manatee County, and other applicable authority.

D. No amendment to this Declaration shall eliminate or materially modify the obligation of the Association to maintain the Stormwater Management System as set forth in this Declaration, or otherwise affect the Stormwater Management System, without the prior written consent of the Southwest Florida Water Management District.

E. To the extent the Stormwater Management System contains an on-site wetland mitigation area which requires ongoing monitoring and maintenance, as defined in regulations and requirements of the Southwest Florida Water Management District, the Association shall include in its annual budget sufficient funds for the payment of reasonable estimated expenses associated with the required monitoring and maintenance until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit.

ARTICLE 21
COVENANTS RUNNING WITH LAND

All the provisions of this Declaration and the exhibits thereto shall be construed as covenants running with the land and with every part thereof and every interest therein, and every Unit Owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents.

ARTICLE 22
SEVERABILITY OF DECLARATION OR PROVISIONS

Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a Unit by judgment, Court Order, or law, shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 23
MERGER OF CONDOMINIUMS

Any two or more or all six of the Condominiums may merge with each other upon written consent of not less than eighty percent (80%) of the Unit Owners in the Condominium, and the written consent of all institutional Lenders.

ARTICLE 24
INTERPRETATION; CAPTIONS

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of The Condominium in accordance with the laws of the State of Florida. The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent, nor in any way affect it.

MIRAMAR LINKS AT LAKEWOOD RANCH, A LAND CONDOMINIUM

2113236

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

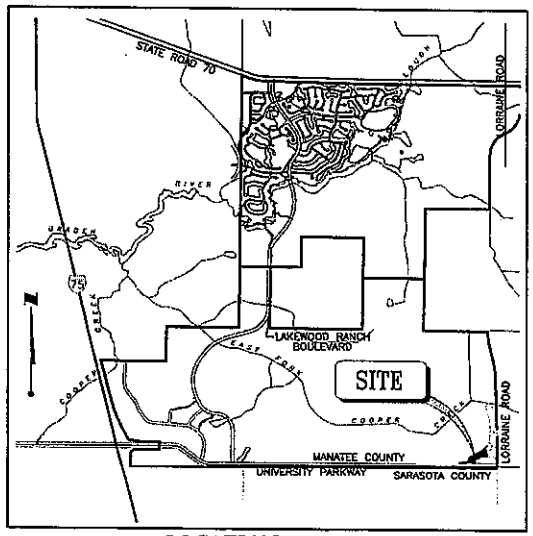
UNIT DESCRIPTION:

Unit Boundaries: Each Unit shall consist of a discrete area of land, as permitted by the Condominium Act. Each Unit shall include that part of the Condominium Property which lies within the boundaries of the Unit, which boundaries are as follows:

(1) The upper and lower boundaries of the Unit shall be the same as the upper and lower boundaries of a parcel of real property owned in fee simple under Florida law and shall be determined in the same manner and under the same Florida laws that establish the upper and lower boundaries of such a parcel of real property.

(2) The perimeter boundaries of each Unit shall be as shown on sheets 2 & 3, wherein each Unit is identified and the perimetrical boundaries of each Unit are indicated by four or more intersecting solid lines, extended to intersections with each other and the upper and lower boundaries.

(3) The Unit shall not be deemed to include any pipes, wiring ducts or other utility installations that are physically within the above described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.



LOCATION MAP
(NOT TO SCALE)

DESCRIPTION:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records and also being the POINT OF BEGINNING; thence N.00°01'28"E., a distance of 50.16 feet to a point on the easterly line of Golf Course Parcel #8 as recorded in Official Record Book 1472, Page 1075 of said Public Records; thence along said easterly line for the following five (5) calls; (1) thence N.86°50'34"E., a distance of 183.93 feet; (2) thence N.74°18'32"E., a distance of 147.86 feet; (3) thence N.28°09'53"E., a distance of 266.99 feet; (4) thence N.63°55'08"E., a distance of 664.67 feet; (5) thence N.36°53'10"E., a distance of 112.18 feet; thence S.34°06'53"E., a distance of 34.74 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies N.44°24'04"W., a radial distance of 400.00 feet; thence southwesterly along the arc of said curve, through a central angle of 00°18'10", an arc length of 2.11 feet to the point of reverse curvature of a curve to the left having a radius of 35.00 feet and a central angle of 132°02'06"; thence southerly along the arc of said curve, a distance of 80.66 feet to the point of reverse curvature of a curve to the right having a radius of 788.00 feet and a central angle of 04°39'52"; thence easterly along the arc of said curve, a distance of 64.15 feet to the end of said curve; thence S.02°46'58"W., a distance of 133.56 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.11°09'31"W., a radial distance of 364.00 feet; thence westerly along the arc of said curve, through a central angle of 37°14'23", an arc length of 236.58 feet to the point of tangency of said curve; thence S.63°55'08"W., a distance of 385.50 feet to the point of curvature of a curve to the left having a radius of 214.00 feet and a central angle of 52°21'23"; thence southwesterly along the arc of said curve, an arc length of 195.55 feet to the point of reverse curvature of a curve to the right having a radius of 123.00 feet and a central angle of 10°31'36"; thence southerly along the arc of said curve, a distance of 22.60 feet to the point of reverse curvature of a curve to the left having a radius of 127.00 feet and a central angle of 22°03'53"; thence southerly along the arc of said curve, a distance of 48.91 feet to the point of tangency of said curve; thence S.00°01'28"W., a distance of 68.91 feet to a point on the above mentioned north right-of-way line of University Parkway; thence N.89°58'32"W., a distance of 505.43 feet to the POINT OF BEGINNING.

Said Tract contains 174,695 square feet or 4.0104 acres, more or less.

NOTES:

1.) Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2.) This site lies within Flood Zone "X" unshaded (outside 500-year flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No.120153 0370 C, revised July 15, 1994.

3.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

4.) Information shown hereon was taken from Insurance Company, Commitment Number with an effective date of .

5.) Certain improvements within the Common Elements, such as but not limited to, water meters, water lines, storm drains, sanitary sewers, sidewalks, trees and landscape features have not been located.

6.) Common Elements are Defined in the Declaration of Condominium.

7.) The exterior boundary of the condominium constitutes a "Boundary Survey" as defined in Section 61G17-6.002 (7)(f).

8.) All improvements shown hereon within the Condominium Boundary are proposed, unless noted otherwise.

CERTIFICATE OF SURVEYOR:

I, the undersigned Professional Surveyor & Mapper, authorized to practice in the State of Florida, hereby certify that a Boundary Survey was made of the land described hereon and that this plat, consisting of 3 sheets, is a correct representation of the improvements described and that the Units located within MIRAMAR LINKS AT LAKEWOOD RANCH, A LAND CONDOMINIUM, so that this plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined therefrom. All planned improvements, including, but not limited to landscaping, utility services and access to the units and common element facilities serving said units are substantially complete. This survey meets the minimum technical standards per Chapter 61G17-6, Florida Administrative Code.

Date: 4/5/05 WILSONMILLER, INC. (LB#043)

By: Dennie W. Brannon
Dennie W. Brannon, P.S.M.
Florida Certificate No. 5041
(not valid without the embossed seal of certifying surveyor)

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

WilsonMiller
Planners · Engineers · Ecologists · Surveyors · Landscape Architects · Transportation Consultants
WilsonMiller, Inc.
Naples · Fort Myers · Sarasota · Bradenton · Tampa · Tallahassee
8900 Professional Parkway East, Suite 100 · Sarasota, Florida 34240-8414 · Phone 941-907-6900 · Fax 941-907-6910 · Web site www.wilsonmiller.com

Task Code: MAZPI
Project Number: S2670-122-001

Apr 05, 2005 - 11:50:38 J:\BRANNON\PJS\JOBS\2670\122\PLATS\LINKS\2670ALC1.DWG.dwg

tabbies EXHIBIT A-11

CONDOMINIUM BOOK 33 PAGE 80

SHEET 2 OF 3

MIRAMAR LINKS AT LAKEWOOD RANCH
A LAND CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

NOTES:

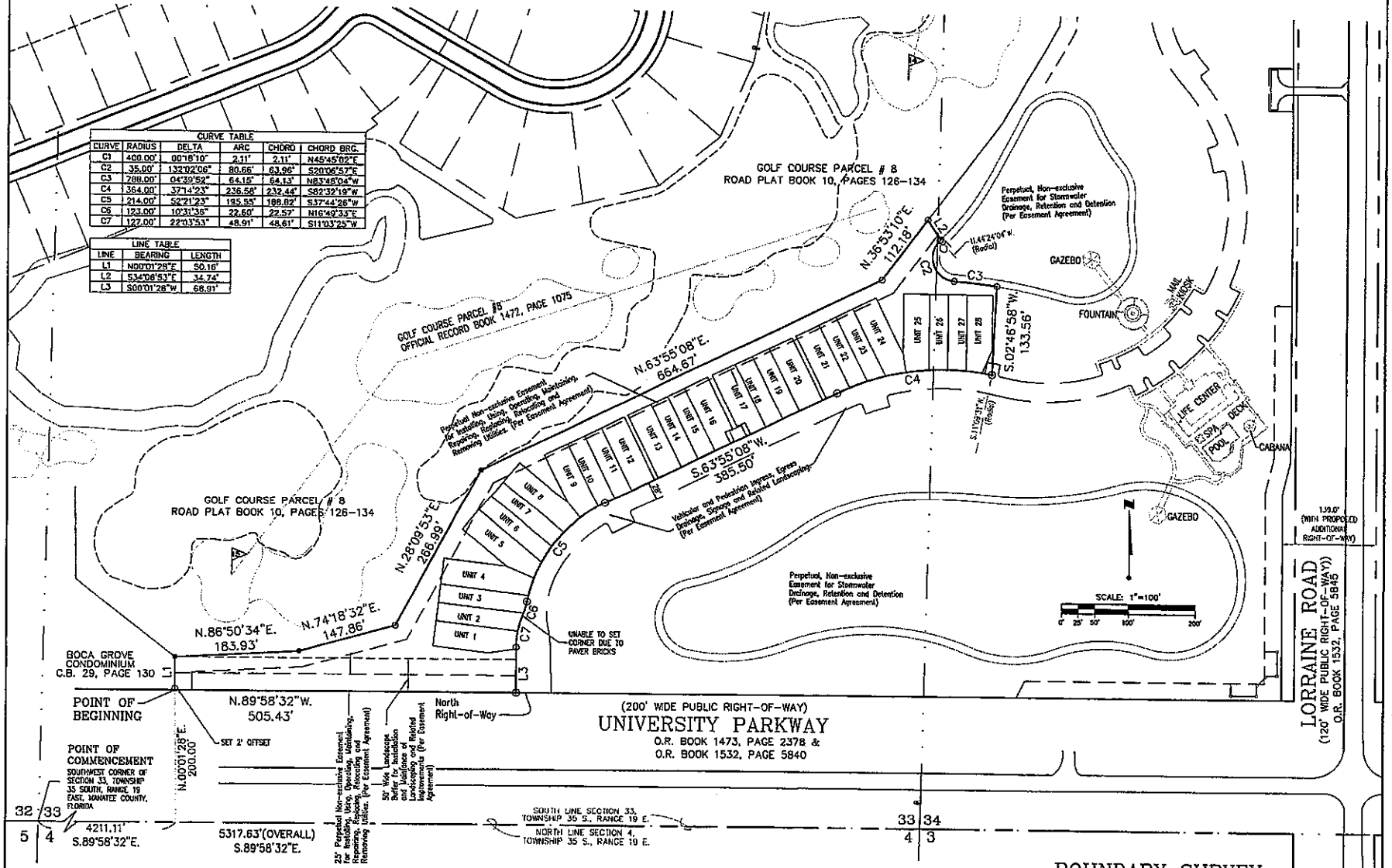
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

3. All easements are Private unless otherwise designated.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	400.00'	00°18'10"	2.11'	2.11'	N45°45'02"E
C2	35.00'	132°02'06"	80.66'	63.96'	S20°06'57"E
C3	288.00'	04°39'52"	64.15'	64.13'	N83°48'04"W
C4	364.00'	37°14'23"	236.58'	232.44'	S82°32'19"W
C5	214.00'	52°21'23"	195.55'	188.82'	S37°44'26"W
C6	123.00'	10°31'36"	22.60'	22.57'	N16°49'33"E
C7	127.00'	22°03'53"	48.91'	48.61'	S11°03'25"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°01'28"E	50.16'
L2	S34°08'53"E	34.74'
L3	S00°01'28"W	68.91'



BOUNDARY SURVEY

Wilson Miller

Planners · Engineers · Ecologists · Surveyors · Landscape Architects · Transportation Consultants

Wilson Miller, Inc.

Task Code: MAZPI

Project Number: S2670-122-001

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CONDOMINIUM BOOK 33 PAGE 81

SHEET 3 OF 3

MIRAMAR LINKS AT LAKEWOOD RANCH
A LAND CONDOMINIUM

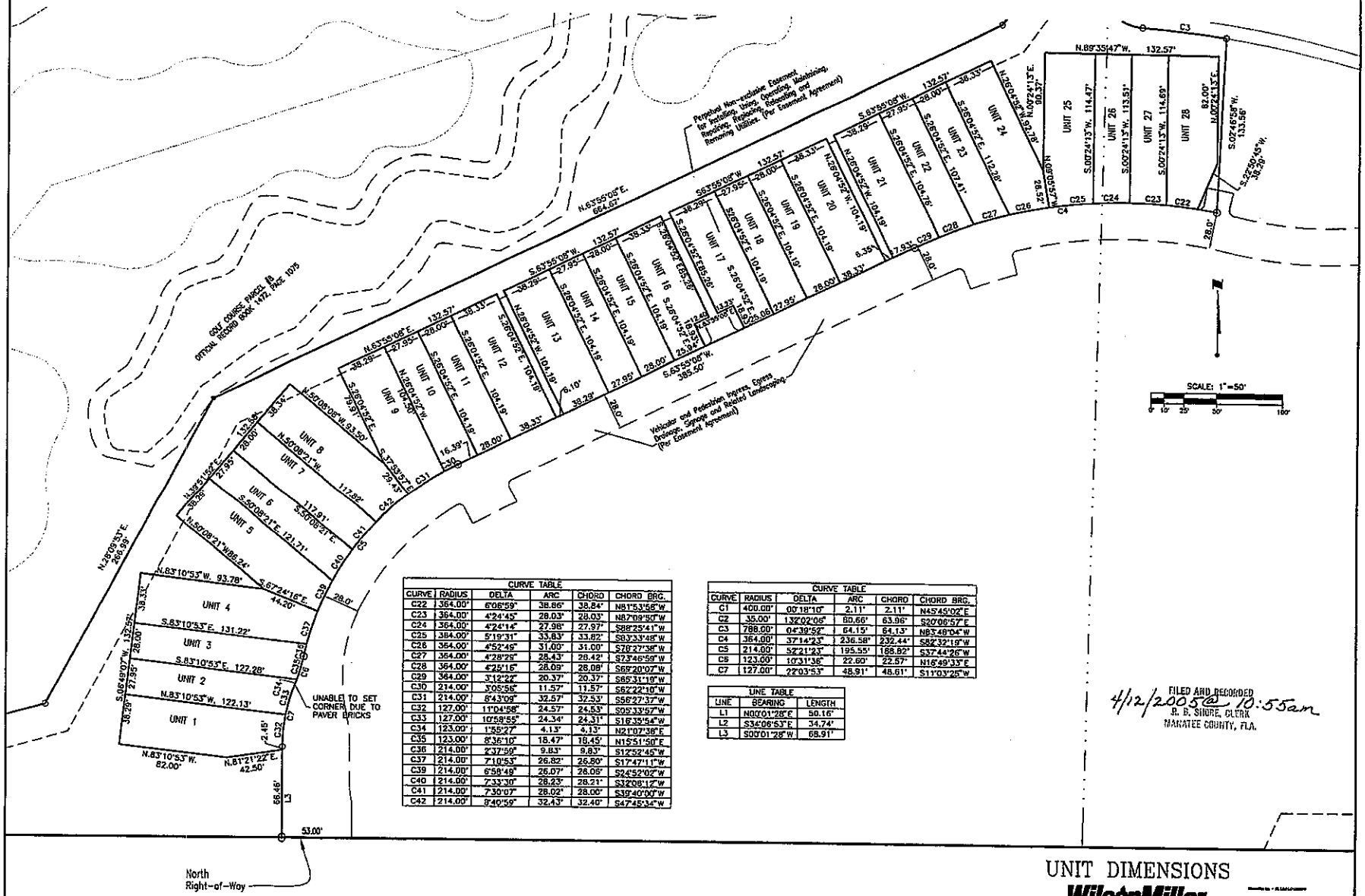
IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

3. All easements are Private unless otherwise designated.



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C22	364.00'	6°06'59"	38.86'	38.84'	N81°53'56"W
C23	364.00'	4°24'45"	28.03'	28.03'	N87°09'50"W
C24	364.00'	4°24'14"	27.98'	27.97'	S88°25'41"W
C25	364.00'	5°19'31"	33.83'	33.82'	S83°33'48"W
C26	364.00'	4°52'49"	31.00'	31.00'	S78°27'38"W
C27	364.00'	4°28'28"	28.43'	28.42'	S73°46'59"W
C28	364.00'	4°25'16"	28.09'	28.08'	S69°20'07"W
C29	364.00'	3°12'22"	20.37'	20.37'	S65°31'19"W
C30	214.00'	3°05'56"	11.57'	11.57'	S62°22'10"W
C31	214.00'	8°43'09"	32.57'	32.53'	S56°27'37"W
C32	127.00'	11°04'58"	24.57'	24.53'	S05°33'57"W
C33	127.00'	10°58'55"	24.34'	24.31'	S16°35'54"W
C34	123.00'	1°55'27"	4.13'	4.13'	N21°07'38"E
C35	123.00'	8°36'10"	18.47'	18.45'	N15°51'50"E
C36	214.00'	2°37'59"	9.83'	9.83'	S12°52'45"W
C37	214.00'	7°10'53"	26.82'	26.80'	S17°47'11"W
C39	214.00'	6°58'49"	26.07'	26.05'	S24°52'02"W
C40	214.00'	7°33'30"	28.23'	28.21'	S32°08'12"W
C41	214.00'	7°30'07"	28.02'	28.00'	S39°40'00"W
C42	214.00'	8°40'59"	32.43'	32.40'	S47°45'34"W

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	400.00'	00°18'10"	2.11'	2.11'	N45°45'02"E
C2	35.00'	132°02'06"	80.66'	63.96'	S20°06'57"E
C3	786.00'	04°39'52"	64.15'	64.13'	N83°48'04"W
C4	364.00'	37°14'23"	236.58'	232.44'	S82°32'19"W
C5	214.00'	52°21'23"	195.55'	188.82'	S37°44'26"W
C6	123.00'	10°31'36"	22.60'	22.57'	N16°49'33"E
C7	127.00'	22°03'53"	48.91'	48.61'	S11°03'25"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°01'28"E	50.16'
L2	S34°06'53"E	34.74'
L3	S00°01'28"W	68.91'

North Right-of-Way

(200' WIDE PUBLIC RIGHT-OF-WAY)

UNIVERSITY PARKWAY

O.R. BOOK 1473, PAGE 2378 &
O.R. BOOK 1532, PAGE 5840

FILED AND RECORDED
4/12/2005 @ 10:55am
R. B. SHORE, CLERK
MANATEE COUNTY, FLA.

UNIT DIMENSIONS

WilsonMiller

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants

WilsonMiller, Inc.

Task Code: MAZPI
Project Number: S2670-122-001

Jul 01, 2003 - 13:13:28 J:\RANNONE\SUR\02670\122\PLATS\LINKS\2570DC3.dwg

MIRAMAR LINKS AT LAKEWOOD RANCH II, A LAND CONDOMINIUM

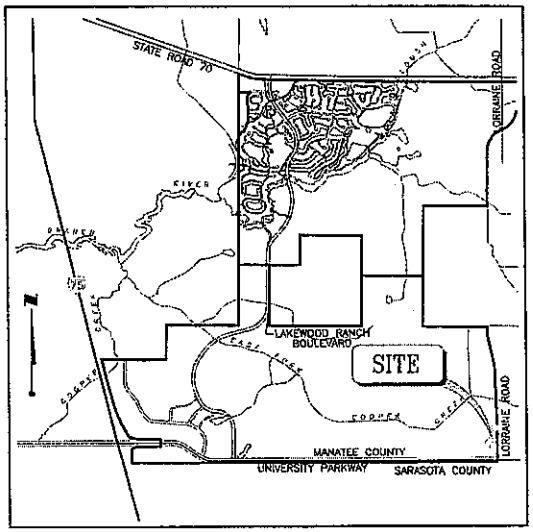
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IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF UNITS:

Because "UNIT" has been defined herein as land, the perimetrical boundary of each Unit is as graphically shown hereon. The upper and lower boundaries of the Unit shall be the same as commonly described to real property ownership in the State of Florida. With the exception of any planned improvements located within a Unit's perimetrical boundary and serving one or more other Units, all structures and other facilities constructed or to be constructed on a Unit are owned by the Unit Owner and are not part of the Condominium Property.

Common Elements include the access and stormwater drainage easements created for the benefit of the property in the Off-site Easements (as defined in the Notes below); 30-foot wide Ingress, Egress and Utility Easement; Mitigation Area (and buffer around the perimeter of same); driveway improvements and utility facilities serving more than one Unit and located in any easement that is also a common element; 12-foot wide Mitigation Area Maintenance Access Easement; 6-foot wide Proposed Public Utility Easement; landscaping and related improvements located within any easement that is also a common element; and any other Common Elements as provided for in the Declaration of Condominium.



LOCATION MAP
(NOT TO SCALE)

DESCRIPTION:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along the north line of the above mentioned University Parkway, a distance of 1213.40 feet; thence N.00°01'28"E., a distance of 487.50 feet to the POINT OF BEGINNING; thence N.02°46'58"E., a distance of 133.56 feet to the point of curvature of a non tangent curve to the right, of which the radius point lies S.08°31'52"W., a radial distance of 788.00 feet; thence easterly along the arc of said curve, through a central angle of 07°20'38", a distance of 101.00 feet to a point of reverse curvature of a curve to the left having a radius of 87.00 feet and a central angle of 116°25'41"; thence northeasterly along the arc of said curve, a distance of 176.79 feet to a point of reverse curvature of a curve to the right having a radius of 150.00 feet and a central angle of 15°49'23"; thence northerly along the arc of said curve, a distance of 41.42 feet to the point of tangency of said curve; thence N.03°13'53"E., a distance of 17.78 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies N.86°48'25"W., a radial distance of 75.00 feet; thence northerly along the arc of said curve, through a central angle of 41°07'37", a distance of 53.84 feet to a point of reverse curvature of a curve to the right having a radius of 250.00 feet and a central angle of 18°22'48"; thence northwesterly along the arc of said curve, a distance of 80.20 feet to a point of reverse curvature of a curve to the left having a radius of 60.00 feet and a central angle of 130°19'27"; thence westerly along the arc of said curve, a distance of 136.48 feet to the point of tangency of said curve; thence S.28°07'20"W., a distance of 109.03 feet to a point of curvature of a curve to the right having a radius of 400.00 feet and a central angle of 17°28'37"; thence southwesterly along the arc of said curve a distance of 122.01 feet to the point of tangency of said curve; thence N.34°08'53"W., a distance of 34.74 feet; thence N.36°53'10"E., a distance of 186.48 feet; thence N.29°47'35"E., a distance of 169.28 feet; thence N.04°58'04"E., a distance of 339.79 feet; thence N.01°04'37"E., a distance of 135.51 feet; thence S.88°55'18"E., a distance of 125.60 feet; thence S.03°23'44"W., a distance of 405.86 feet to a point of curvature of a curve to the left having a radius of 214.00 feet and a central angle of 44°41'29"; thence southerly along the arc of said curve a distance of 166.92 feet to the point of curvature of a non tangent curve to the right, of which the radius point lies S.48°42'48"W., a radial distance of 271.00 feet; thence southwesterly along the arc of said curve, through a central angle of 145°07'36", a distance of 686.43 feet to a point of reverse curvature of a curve to the left having a radius of 364.00 feet and a central angle of 02°40'53"; thence westerly along the arc of said curve, a distance of 17.04 feet to the POINT OF BEGINNING.

Said Tract contains 161,631.94 square feet or 3.7106 acres, more or less.

NOTES:

1.) Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2.) This site lies within Flood Zone "X" unshaded (outside 500-year flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No.120153 0370 C, revised July 15, 1994.

3.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

4.) This survey was performed without the benefit of a Title Commitment.

5.) Certain improvements within the Common Elements, such as but not limited to, water meters, water lines, storm drains, sanitary sewers, sidewalks, trees and landscape features have not been located.

6.) Common Elements are Defined in the Declaration of Condominium.

7.) The exterior boundary of the condominium constitutes a "Boundary Survey" as defined in Section 61G17-6.002 (7)(f).

8.) All improvements shown hereon within the Condominium Boundary are proposed, unless noted otherwise.

CERTIFICATE OF SURVEYOR:

I, the undersigned Professional Surveyor & Mapper, authorized to practice in the State of Florida, hereby certify that a Boundary Survey was made of the land described hereon and that this plat, consisting of 3 sheets, is a correct representation of the improvements described and that the Units located within MIRAMAR LINKS AT LAKEWOOD RANCH II, A LAND CONDOMINIUM, so that this plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined therefrom. All planned improvements, including, but not limited to landscaping, utility services and access to the units and common element facilities serving said units are substantially complete. This survey meets the minimum technical standards per Chapter 61G17-6, Florida Administrative Code.

Date: 11/28/2006 WILSONMILLER, INC. (LB#043)

By: Jennie W. Bronson
Jennie W. Bronson, P.S.M.
Florida Certificate No. 5041
(not valid without the embossed seal of certifying surveyor)

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

WilsonMiller
Planners · Engineers · Ecologists · Surveyors · Landscape Architects · Transportation Consultants
Wilson Miller, Inc.
Naples · Fort Myers · Sarasota · Bradenton · Tampa · Tallahassee
8100 Professional Parkway East, Suite 120 · Sarasota, Florida 34240-8414 · Phone 941-907-6900 · Fax 941-907-6910 · Web site www.wilsonmiller.com

Task Code: MAZP2
Project Number: S2670--122--001

NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.

MIRAMAR LINKS AT LAKEWOOD RANCH II
A LAND CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 36 PAGE 32
SHEET 2 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°13'53"W	17.78'
L2	N28°07'20"E	109.03'
L3	S34°06'53"E	34.74'
L4	S36°53'10"W	186.48'
L5	S26°47'36"W	169.28'
L6	N04°58'04"E	339.79'
L7	N01°04'37"E	135.51'
L8	S88°55'18"E	125.60'
L9	S03°23'44"W	406.86'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	788.00'	7°20'38"	101.00'	100.93'	N77°47'49"W
C2	87.00'	116°25'41"	176.78'	147.80'	N47°38'40"E
C3	150.00'	15°49'23"	41.42'	41.29'	S02°38'30"E
C4	75.00'	41°07'37"	53.84'	52.69'	N19°22'13"W
C5	250.00'	18°22'48"	80.20'	79.85'	S30°44'38"E
C6	50.00'	130°19'27"	136.48'	108.50'	N86°42'57"W
C7	400.00'	17°28'37"	122.01'	121.54'	N36°51'38"E
C8	214.00'	44°41'29"	166.92'	162.72'	S18°57'01"E
C9	271.00'	145°07'36"	686.43'	517.09'	N31°16'36"E
C10	364.00'	2°40'53"	17.04'	17.03'	N77°30'02"W

SCALE: 1"=100'
0' 25' 50' 100' 200'

GOLF COURSE PARCEL #8
OFFICIAL RECORD BOOK 1472, PAGE 1075

EAST LINE SECTION 33, TOWNSHIP 35 S., RANGE 19 E.
WEST LINE SECTION 34, TOWNSHIP 35 S., RANGE 19 E.

Perpetual Non-exclusive Easement for Landscape, Irrigation, Planting, Operating, Repairing, Recording & Removing Utilities per Easement Agreement

Perpetual Non-exclusive Easement for Stormwater, Drainage, Retention & Detention per Easement Agreement

25' Drainage & Utility Easement

Vehicular & Pedestrian Ingress/Egress, Drainage, Signage, & Related Landscape per Official Record Book 2010, Page 1179

MIRAMAR LAGOONS AT LAKEWOOD RANCH II A CONDOMINIUM

UNIT 56
UNIT 55
UNIT 54
UNIT 53
UNIT 52
UNIT 51
UNIT 50
UNIT 49
UNIT 48
UNIT 47
UNIT 46
UNIT 45
UNIT 44
UNIT 43
UNIT 42
UNIT 41
UNIT 40
UNIT 39
UNIT 38
UNIT 37
UNIT 36
UNIT 35
UNIT 34
UNIT 33
UNIT 28
UNIT 30
UNIT 31
UNIT 32

GAZEBO
MINI PRIDGE
FOUNTAIN
LIFE CENTER
SPA
POOL
DECK
CABANA
GAZEBO

MIRAMAR LINKS AT LAKEWOOD RANCH I C.B. 35, P.79

S.02°46'58"W. 133.56'

POINT OF BEGINNING

N.00°01'28"E. 487.50'

MIRAMAR LAGOONS AT LAKEWOOD RANCH A CONDOMINIUM C.B. 34, P.1

LORRAINE ROAD
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)
O.R. BOOK 1532, PAGE 5845

127.8'
139.0'

BOCA GROVE CONDOMINIUM C.B. 29, PAGE 130

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

N.00°01'28"E. 200.00'

N.89°58'32"W. 1213.40'

North Right-of-Way

(200' WIDE PUBLIC RIGHT-OF-WAY)
UNIVERSITY PARKWAY
O.R. BOOK 1473, PAGE 2378 &
O.R. BOOK 1532, PAGE 5840

32 | 33
5 | 4

4211.11'
S.89°58'32"E.
5317.63'(OVERALL)

SOUTH LINE SECTION 33, TOWNSHIP 35 S., RANGE 19 E.
NORTH LINE SECTION 4, TOWNSHIP 36 S., RANGE 19 E.

33 | 34
4 | 3

BOUNDARY SURVEY

WilsonMiller
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8600 Professional Parkway East, Suite 201 · Sarasota, Florida 34240-8414 · Phone 941-907-6900 · Fax 941-907-6910 · Web site www.wilsonmiller.com

Task Code: MAZP2
Project Number: S2670-122-001

Nov 22, 2004 - 14:26:48 J:\DRAWINGS\SAR\02670\122\PLATS\LINKS\LINKS2\S2670-047-C02.DWG.dwg

CONDOMINIUM BOOK 36 PAGE 33

SHEET 3 OF 3

MIRAMAR LINKS AT LAKEWOOD RANCH II
A LAND CONDOMINIUM

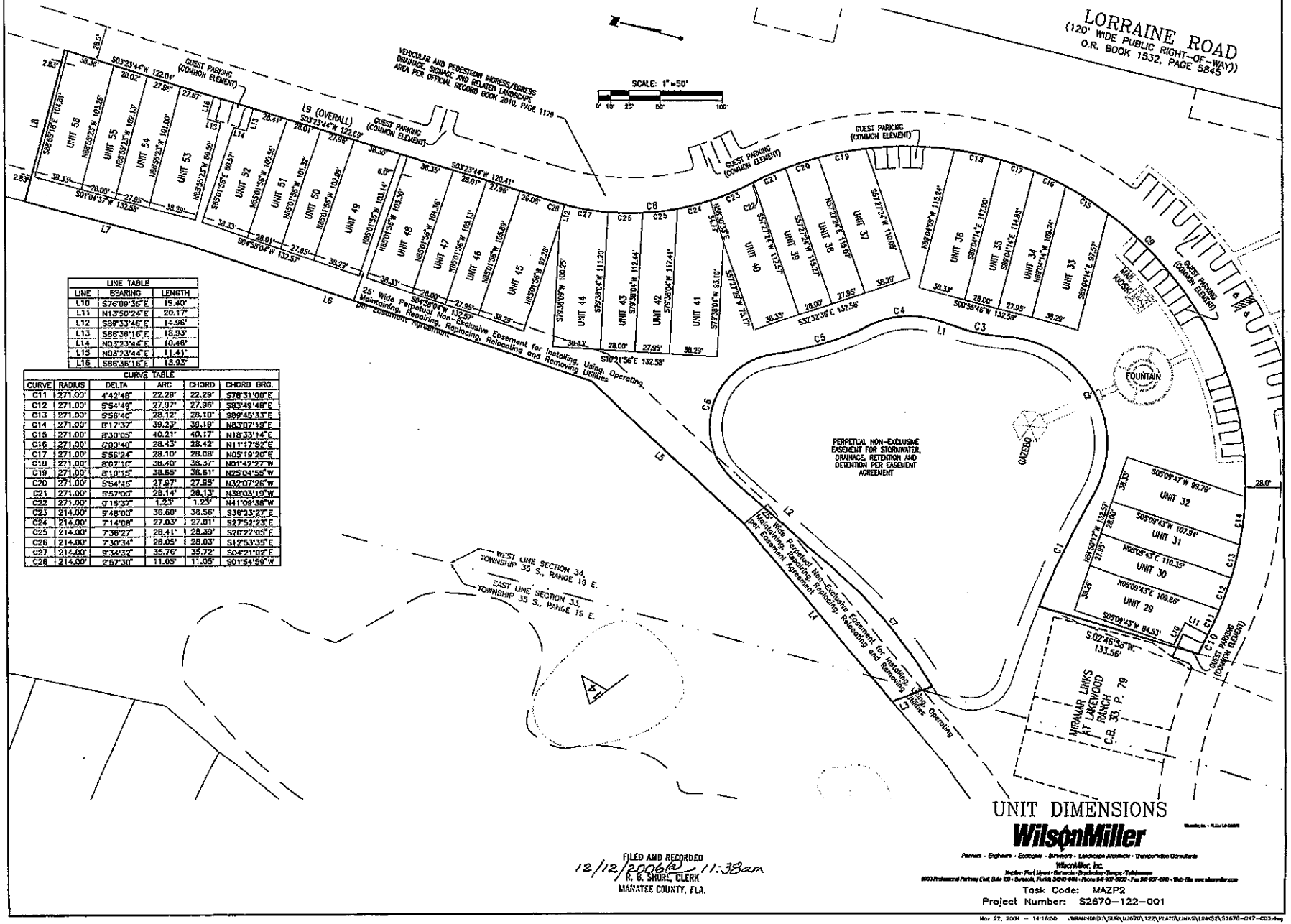
IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

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3. All easements are Private unless otherwise designated.



LINE TABLE		
LINE	BEARING	LENGTH
L10	S76°09'36"E	19.40'
L11	N13°50'24"E	20.17'
L12	S89°33'46"E	14.96'
L13	S86°36'16"E	18.93'
L14	N03°23'44"E	10.46'
L15	N03°23'44"E	11.41'
L16	S86°36'16"E	18.93'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C11	271.00'	4°42'46"	22.29'	22.29'	S78°31'00"E
C12	271.00'	5°54'49"	27.97'	27.96'	S83°49'48"E
C13	271.00'	5°56'40"	28.12'	28.10'	S89°45'33"E
C14	271.00'	8°17'37"	39.23'	39.19'	N83°07'19"E
C15	271.00'	8°30'05"	40.21'	40.17'	N18°33'14"E
C16	271.00'	6°00'40"	28.43'	28.42'	N11°17'52"E
C17	271.00'	5°56'24"	28.10'	28.08'	N05°19'20"E
C18	271.00'	8°07'10"	38.40'	38.37'	N01°42'27"W
C19	271.00'	8°10'15"	38.65'	38.61'	N25°04'55"W
C20	271.00'	5°54'45"	27.97'	27.95'	N32°07'26"W
C21	271.00'	5°57'00"	28.14'	28.13'	N38°03'19"W
C22	271.00'	0°15'37"	1.23'	1.23'	N41°09'38"W
C23	214.00'	9°48'00"	36.60'	36.56'	S36°23'27"E
C24	214.00'	7°14'08"	27.03'	27.01'	S27°52'23"E
C25	214.00'	7°36'27"	28.41'	28.39'	S20°27'05"E
C26	214.00'	7°30'34"	28.05'	28.03'	S12°53'35"E
C27	214.00'	9°34'32"	35.76'	35.72'	S04°21'02"E
C28	214.00'	2°57'30"	11.05'	11.05'	S01°54'59"W

FILED AND RECORDED
12/12/2006 @ 11:38am
R. B. SHORE, CLERK
MANATEE COUNTY, FLA.

UNIT DIMENSIONS

WilsonMiller

Planners · Engineers · Ecologists · Surveyors · Landscape Architects · Transportation Consultants

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Task Code: MAZP2
Project Number: S2670-122-001

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2996979

MIRAMAR LINKS AT LAKEWOOD RANCH III, A LAND CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION OF UNITS:

Because "UNIT" has been defined herein as land, the perimetrical boundary of each Unit is as graphically shown hereon. The upper and lower boundaries of the Unit shall be the same as commonly described to real property ownership in the State of Florida. With the exception of any planned improvements located within a Unit's perimetrical boundary and serving one or more other Units, all structures and other facilities constructed or to be constructed on a Unit are owned by the Unit Owner and are not part of the Condominium Property.

Common Elements include the access and stormwater drainage easements created for the benefit of the property in the Off-site Easements (as defined in the Notes below); 30-foot wide Ingress, Egress and Utility Easement; Mitigation Area (and buffer around the perimeter of same); driveway improvements and utility facilities serving more than one Unit and located in any easement that is also a common element; 12-foot wide Mitigation Area Maintenance Access Easement; 6-foot wide Proposed Public Utility Easement; landscaping and related improvements located within any easement that is also a common element; and any other Common Elements as provided for in the Declaration of Condominium.

NOTES:

1.) Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2.) This site lies within Flood Zone "X" unshaded (outside 500-year flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No.120153 0370 C, revised July 15, 1994.

3.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

4.) This survey was performed without the benefit of a Title Commitment.

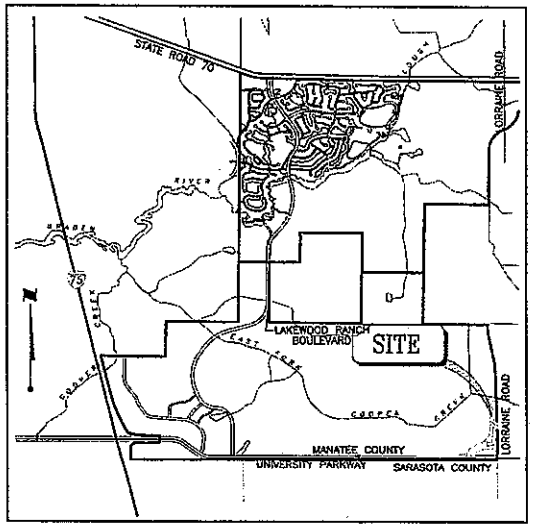
5.) Certain improvements within the Common Elements, such as but not limited to, water meters, water lines, storm drains, sanitary sewers, sidewalks, trees and landscape features have not been located.

6.) Common Elements are Defined in the Declaration of Condominium.

7.) The exterior boundary of the condominium constitutes a "Boundary Survey" as defined in Section 61G17-6.002 (7)(f).

8.) All improvements shown hereon within the Condominium Boundary are proposed, unless noted otherwise.

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.



LOCATION MAP
(NOT TO SCALE)

CERTIFICATE OF SURVEYOR:

I, the undersigned Professional Surveyor & Mapper, authorized to practice in the State of Florida, hereby certify that a Boundary Survey was made of the land described hereon and that this plat, consisting of 3 sheets, is a correct representation of the improvements described and that the Units located within MIRAMAR LINKS AT LAKEWOOD RANCH III, A LAND CONDOMINIUM, so that this plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined therefrom. All planned improvements, including, but not limited to landscaping, utility services and access to the units and common element facilities serving said units are substantially complete. This survey meets the "minimum technical standards" per Chapter 5J-17.05, Florida Administrative Code.

Date: 12/13/2011

By: _____

Robert R. Cunningham, P.S.M.
Florida Certificate No. 3924
(not valid without the embossed seal of certifying surveyor)

WILSONMILLER, INC. (LB#043)

DESCRIPTION

A tract in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, said point being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1,343.74 feet; thence N.00°01'28"E., a distance of 1,488.23 feet to the POINT OF BEGINNING, said point being the northwest corner of Miramar Links at Lakewood Ranch II as recorded in Condominium Book 36, Page 31, said Public Records, also being a point on the easterly boundary of Golf Course Parcel Number 8 as recorded in Official Record Book 1472, Page 1075, said Public Records; thence along said easterly line of Golf Course Parcel Number 8 for the following five (5) courses; (1) thence N.01°04'36"E., a distance of 108.37 feet; (2) thence N.05°16'44"W., a distance of 175.90 feet; (3) thence N.01°24'33"W., a distance of 112.96 feet; (4) thence N.18°29'13"W., a distance of 589.28 feet; (5) thence N.28°48'24"E., a distance of 101.03 feet; thence S.61°11'40"E., a distance of 131.61 feet to a point of curvature of a curve to the right having a radius of 261.00 feet and a central angle of 71°00'21"; thence southeasterly along the arc of said curve a distance of 323.45 feet to the point of reverse curvature of a curve to the left having a radius of 414.00 feet and a central angle of 23°56'29"; thence southerly along the arc of said curve, a distance of 172.99 feet to a point of reverse curvature of a curve to the right having a radius of 486.00 feet and a central angle of 10°48'13"; thence southerly along the arc of said curve, a distance of 91.64 feet to the point of tangency of said curve; thence S.03°19'35"E., a distance of 254.89 feet to a point of curvature of a curve to the right having a radius of 1,500.33 feet and a central angle of 07°22'42"; thence southerly along the arc of said curve a distance of 193.21 feet to the northeast corner of the above mentioned Miramar Links at Lakewood Ranch II; thence N.88°55'18"W., along the north line of said Miramar Links at Lakewood Ranch II, a distance of 125.60 feet to the POINT OF BEGINNING.

Said tract contains 171,056 square feet or 3.9269 acres, more or less.

WilsonMiller
Planners - Engineers - Ecologists - Surveyors - Landscape Architects - Transportation Consultants
WilsonMiller, Inc.
Naples · Fort Myers · Sarasota · Bradenton · Tampa · Tallahassee
6900 Professional Parkway East, Suite 100 · Sarasota, Florida 34240-8414 · Phone 941-907-6900 · Fax 941-907-6910 · Web Site www.wilsonmiller.com

Task Code: 240
Project Number: 215610044

NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.

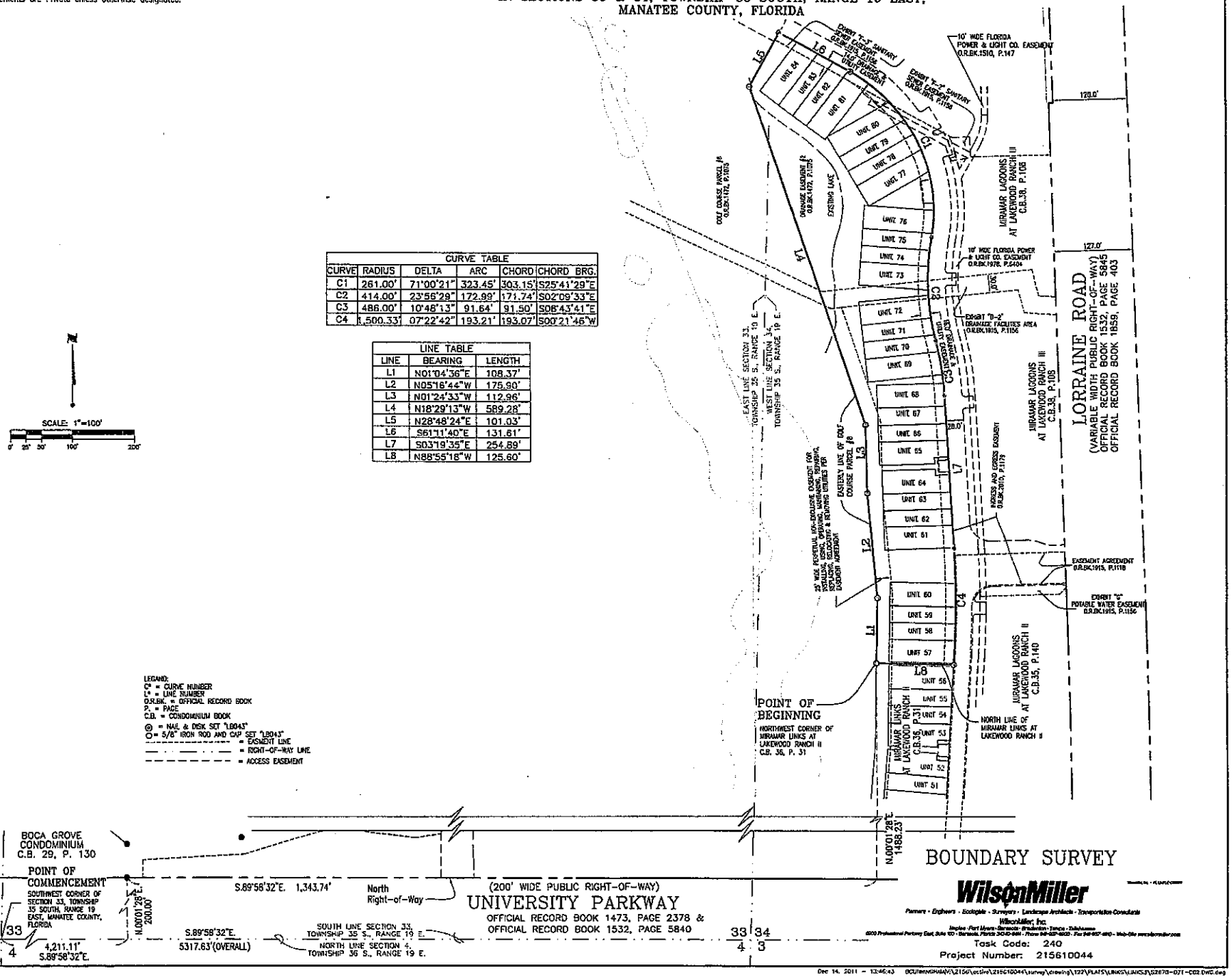
MIRAMAR LINKS AT LAKEWOOD RANCH III
A LAND CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 39 PAGE 58
SHEET 2 OF 3

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	261.00'	71°00'21"	323.45'	303.15'	S25°41'29"E
C2	414.00'	23°56'29"	172.99'	171.74'	S02°09'33"E
C3	486.00'	10°48'13"	91.64'	91.50'	S08°43'41"E
C4	1,500.33'	07°22'42"	193.21'	193.07'	S00°21'46"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°04'36"E	108.37'
L2	N05°16'44"W	175.90'
L3	N01°24'33"W	112.96'
L4	N18°29'13"W	589.28'
L5	N28°48'24"E	101.03'
L6	S61°11'40"E	131.61'
L7	S03°19'35"E	254.89'
L8	N88°55'18"W	125.60'



BOUNDARY SURVEY

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8000 Professional Parkway East, Suite 100 · Sarasota, Florida 34240-8414 · Phone 941-907-6900 · Fax 941-907-6910 · Web Site www.wilsonmiller.com

Task Code: 240
Project Number: 215610044

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CONDOMINIUM BOOK 39 PAGE 59

SHEET 3 OF 3

MIRAMAR LINKS AT LAKEWOOD RANCH III
A LAND CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA

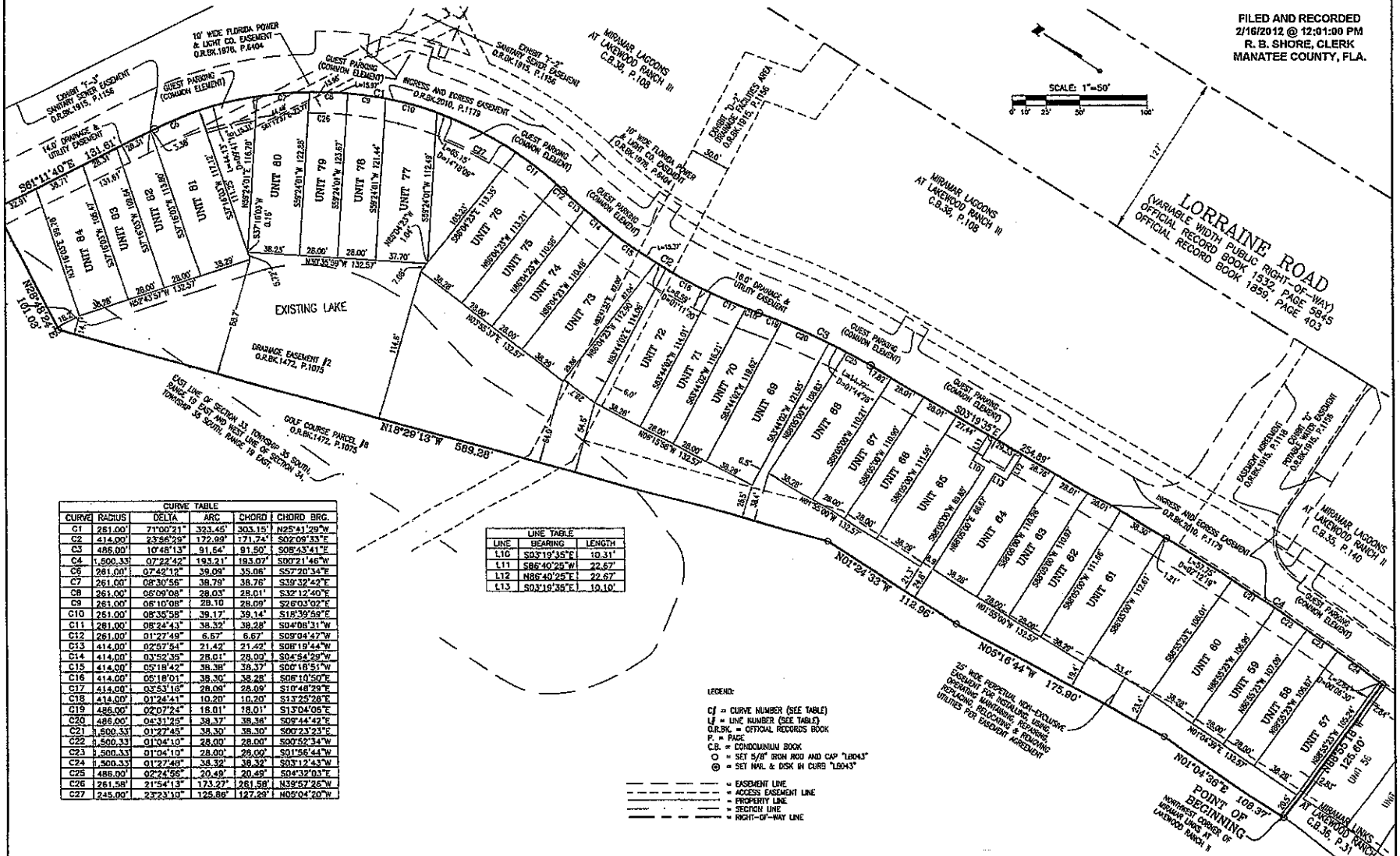
NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

3. All easements are Private unless otherwise designated.

FILED AND RECORDED
2/16/2012 @ 12:01:00 PM
R. B. SHORE, CLERK
MANATEE COUNTY, FLA.



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	261.00'	71°00'21"	323.45'	303.15'	N25°41'29"W
C2	414.00'	23°56'29"	172.99'	171.74'	S02°09'33"E
C3	486.00'	10°48'13"	91.64'	91.50'	S05°43'41"E
C4	1,500.33'	07°22'42"	193.21'	193.07'	S00°21'46"W
C6	261.00'	07°42'12"	39.09'	35.06'	S57°20'34"E
C7	261.00'	08°30'56"	38.79'	38.76'	S39°32'42"E
C8	261.00'	06°09'08"	28.03'	28.01'	S32°12'40"E
C9	261.00'	06°10'08"	28.10'	28.09'	S26°03'02"E
C10	261.00'	08°35'58"	39.17'	39.14'	S18°39'59"E
C11	281.00'	08°24'43"	38.32'	38.28'	S04°08'31"W
C12	261.00'	01°27'49"	6.67'	6.67'	S09°04'47"W
C13	414.00'	02°57'54"	21.42'	21.42'	S08°19'44"W
C14	414.00'	03°52'35"	28.01'	28.00'	S04°54'29"W
C15	414.00'	05°18'42"	38.38'	38.37'	S00°18'51"W
C16	414.00'	05°18'01"	38.30'	38.28'	S05°10'50"E
C17	414.00'	03°53'16"	28.09'	28.09'	S10°48'29"E
C18	414.00'	01°24'41"	10.20'	10.20'	S13°25'28"E
C19	486.00'	02°07'24"	18.01'	18.01'	S13°04'05"E
C20	486.00'	04°31'25"	38.37'	38.36'	S09°44'42"E
C21	1,500.33'	01°27'45"	38.30'	38.30'	S00°23'23"E
C22	1,500.33'	01°04'10"	28.00'	28.00'	S00°52'34"W
C23	1,500.33'	01°04'10"	28.00'	28.00'	S01°56'44"W
C24	1,500.33'	01°27'48"	38.32'	38.32'	S03°12'43"W
C25	486.00'	02°24'56"	20.49'	20.49'	S04°32'03"E
C26	261.58'	21°54'13"	173.27'	261.58'	N39°57'26"W
C27	245.00'	23°23'10"	125.86'	127.29'	N05°04'20"W

LINE TABLE		
LINE	BEARING	LENGTH
L10	S03°19'35"E	10.31'
L11	S86°40'25"W	22.67'
L12	N86°40'25"E	22.67'
L13	S03°19'35"E	10.10'

LEGEND:

Cj = CURVE NUMBER (SEE TABLE)
Lj = LINE NUMBER (SEE TABLE)
O.R.BK. = OFFICIAL RECORDS BOOK
P. = PAGE
C.B. = CONDOMINIUM BOOK
○ = SET 5/8" IRON ROD AND CAP "LB043"
⊙ = SET NAIL & DISK IN CURB "LB043"

= EASEMENT LINE
= ACCESS EASEMENT LINE
= PROPERTY LINE
= SECTION LINE
= RIGHT-OF-WAY LINE

UNIT DIMENSIONS

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Task Code: 240
Project Number: 251610044

MIRAMAR LAGOONS AT LAKEWOOD RANCH
A CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

2164751

UNIT BOUNDARIES:

UNITS: Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plat Plan contained in this document. Each Unit shall consist of that part of the building containing such Unit and lies within the boundaries of the Unit. The boundaries are as follows:

UPPER BOUNDARIES:
The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

LOWER BOUNDARIES:
The planes of the upper side of the finished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries.

PERIMETER BOUNDARIES:
The perimeter boundaries of the Unit will be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plat Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the Building or Common Elements, including Limited Common Elements.

APERTURES:
Where there are apertures in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware thereof, are excluded from the Unit.

NOTES:

1.) Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2.) This site lies within Flood Zone "X" unshaded (outside 500-year flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No.120153 0370 C, revised July 15, 1992.

3.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

4.) Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

5.) Information shown hereon was taken from Insurance Company, Commitment Number with an effective date of .

6.) Certain improvements within the Common Elements, such as but not limited to, water meters, water lines, storm drains, sanitary sewers, sidewalks, trees and landscape features have not been located.

7.) Common Elements and Limited Common Elements are Defined in the Declaration of Condominium.

8.) The exterior boundary of the condominium constitutes a "Boundary Survey" as defined in Section 61G17-6.002 (7)(f).

9.) Dimensions shown hereon are proposed and taken from the architectural drawings from The Evans Group. The actual dimensions may vary due to construction.

10.) All areas not designated as Units or as Limited Common Elements, are Common Elements.

11.) All improvements shown hereon within the Condominium Boundary are proposed, unless noted otherwise.

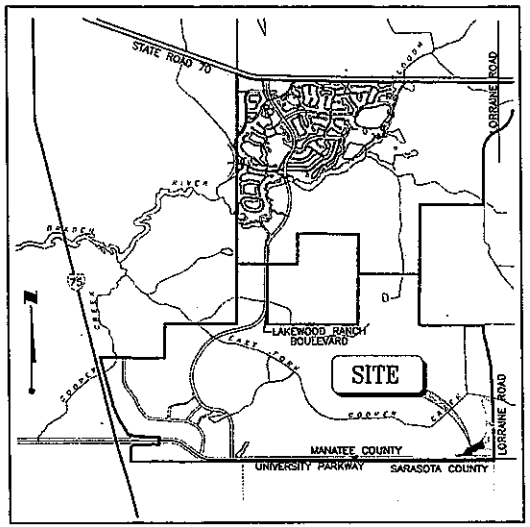
CERTIFICATE OF SURVEYOR:

I, the undersigned Professional Surveyor & Mapper, authorized to practice in the State of Florida, hereby certify that a Boundary Survey was made of the land described hereon and that this plat, consisting of 6 sheets, is a correct representation of the improvements described and that the Units located within MIRAMAR LAGOONS AT LAKEWOOD RANCH, A CONDOMINIUM, so that this plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined therefrom. Building 1, Units 101, 102, 103, 104, 201, 202, 203 and 204 are substantially complete. All planned improvements, including, but not limited to landscaping, utility services and access to the units and common element facilities serving said units are substantially complete. This survey meets the minimum technical standards per Chapter 61G17-6, Florida Administrative Code.

Date: July 14, 2005 WILSONMILLER, INC. (LB#043)

By: Jennie W. Brannon
Jennie W. Brannon, P.S.M.
Florida Certificate No. 5041
(not valid without the embossed seal of certifying surveyor)

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.



LOCATION MAP
(NOT TO SCALE)

BUILDING 1

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 661.41 feet; thence N.00°01'28"E., a distance of 45.37 feet to the POINT OF BEGINNING; thence N.71°54'12"W., a distance of 110.91 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.85°07'01"W., a radial distance of 127.00 feet; thence northerly along the arc of said curve, through a central angle of 07°19'25", an arc length of 16.23 feet to the point of reverse curvature of a curve to the right having a radius of 123.00 feet and a central angle of 37°03'50"; thence northerly along the arc of said curve, a distance of 79.57 feet to the point of compound curvature of a curve to the right having a radius of 186.00 feet and a central angle of 27°10'52"; thence northeasterly along the arc of said curve, an arc length of 88.24 feet to the end of said curve; thence S.71°54'12"E., a distance of 103.74 feet; thence S.18°05'48"W., a distance of 173.00 feet to the POINT OF BEGINNING.

Said Tract contains 21,702 square feet or 0.4982 acres, more or less.

BUILDING 2:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 734.76 feet; thence N.00°01'28"E., a distance of 184.71 feet to the POINT OF BEGINNING;; thence N.26°04'52"W., a distance of 107.50 feet; thence N.63°55'08"E., a distance of 173.00 feet; thence S.26°04'52"E., a distance of 107.50 feet; thence S.63°55'08"W., a distance of 173.00 feet to the POINT OF BEGINNING.

Said Tract contains 18,598 square feet or 0.4269 acres, more or less.

BUILDING 3:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 902.48 feet; thence N.00°01'28"E., a distance of 256.90 feet to the POINT OF BEGINNING;; thence N.26°04'52"W., a distance of 107.50 feet; thence N.63°55'08"E., a distance of 156.00 feet to the point of curvature of a curve to the right having a radius of 336.00 feet and a central angle of 02°54'01"; thence northeasterly along the arc of said curve, an arc length of 17.01 feet to the point of tangency of said curve; thence S.26°04'52"E., a distance of 107.07 feet; thence S.63°55'08"W., a distance of 173.00 feet to the POINT OF BEGINNING.

Said Tract contains 18,595 square feet or 0.4269 acres, more or less.

BUILDING 4:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1064.85 feet; thence N.00°01'28"E., a distance of 347.21 feet to the POINT OF BEGINNING; thence N.01°44'53"E., a distance of 110.73 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.12°51'39"E., a radial distance of 336.00 feet; thence easterly along the arc of said curve, through a central angle of 26°42'04", an arc length of 156.58 feet to the point of reverse curvature of a curve to the left having a radius of 299.00 feet and a central angle of 03°28'52"; thence easterly along the arc of said curve, a distance of 18.17 feet to the end of said curve; thence S.01°44'53"W., a distance of 110.87 feet; thence N.88°15'07"W., a distance of 173.00 feet to the POINT OF BEGINNING.

Said Tract contains 20,392 square feet or 0.4681 acres, more or less.

WilsonMiller
Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
WilsonMiller, Inc.
Naples • Fort Myers • Sarasota • Bradenton • Tampa • Tallahassee
Task Code: MACPI
Project Number: S2670-122-001

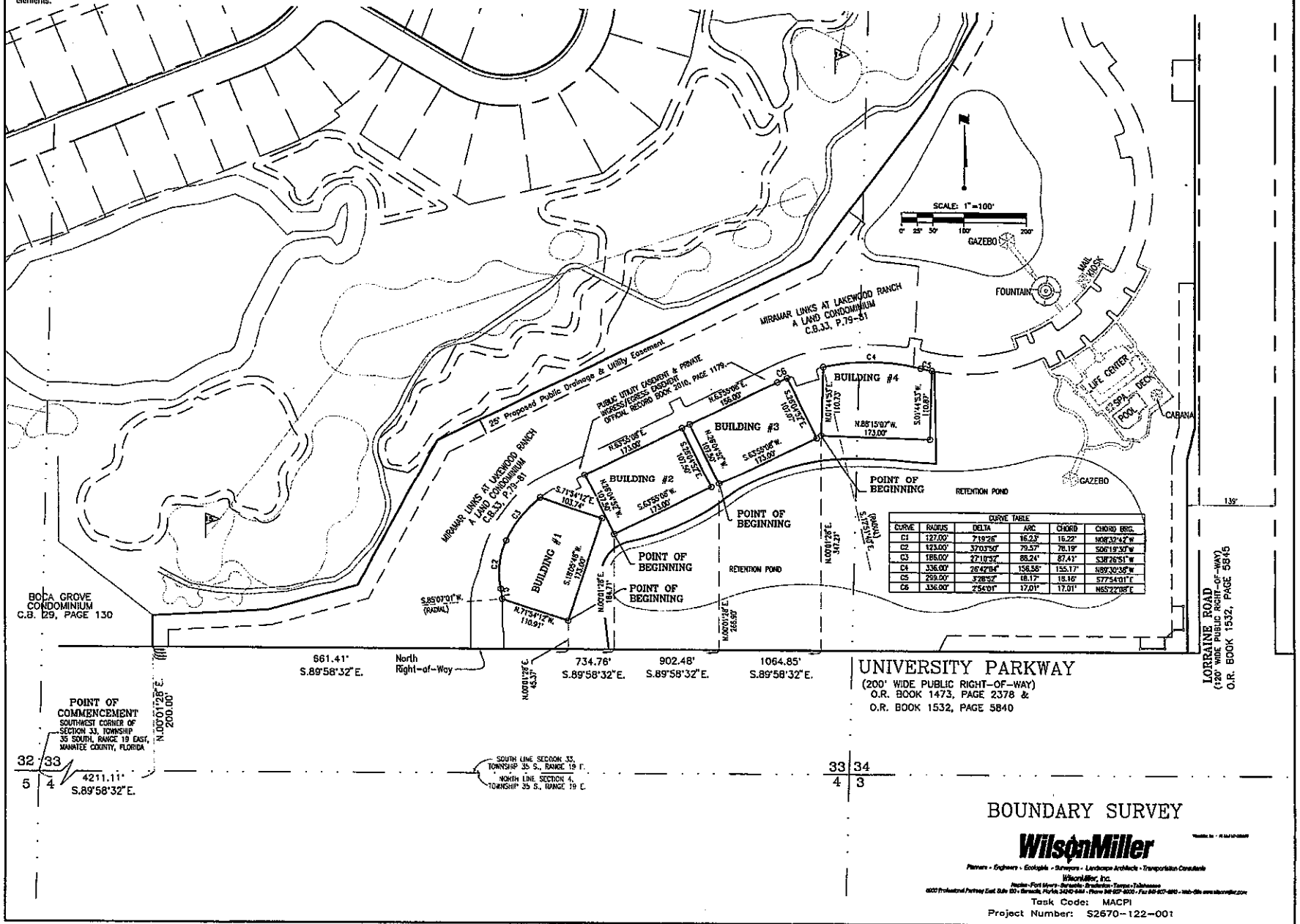
Jul 14, 2005 - 05:08:13 J:\PROJECTS\2005\2670\122\PLATS\LAGOONS\2670sht1.DWG dwg

CONDOMINIUM BOOK 34 PAGE 2
SHEET 2 OF 6

MIRAMAR LAGOONS AT LAKEWOOD RANCH
A CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA

NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	127.00'	7°19'26"	16.23'	16.22'	N08°32'42"W
C2	123.00'	37°03'50"	79.57'	78.19'	S06°19'30"W
C3	185.00'	27°10'32"	88.24'	87.41'	S38°26'51"W
C4	336.00'	26°42'04"	156.58'	155.17'	N89°30'36"W
C5	293.00'	3°28'52"	18.17'	18.16'	S77°54'01"E
C6	336.00'	2°54'01"	17.01'	17.01'	N85°22'08"E

BOUNDARY SURVEY

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Task Code: MACPI
Project Number: S2670-122-001

Oct 25, 2004 - 08:04:39 J:\MANAGING\SURV\S2670\122\PLATS\LAGOONS\2670ch02.dwg

NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

3. All easements are Private unless otherwise designated.

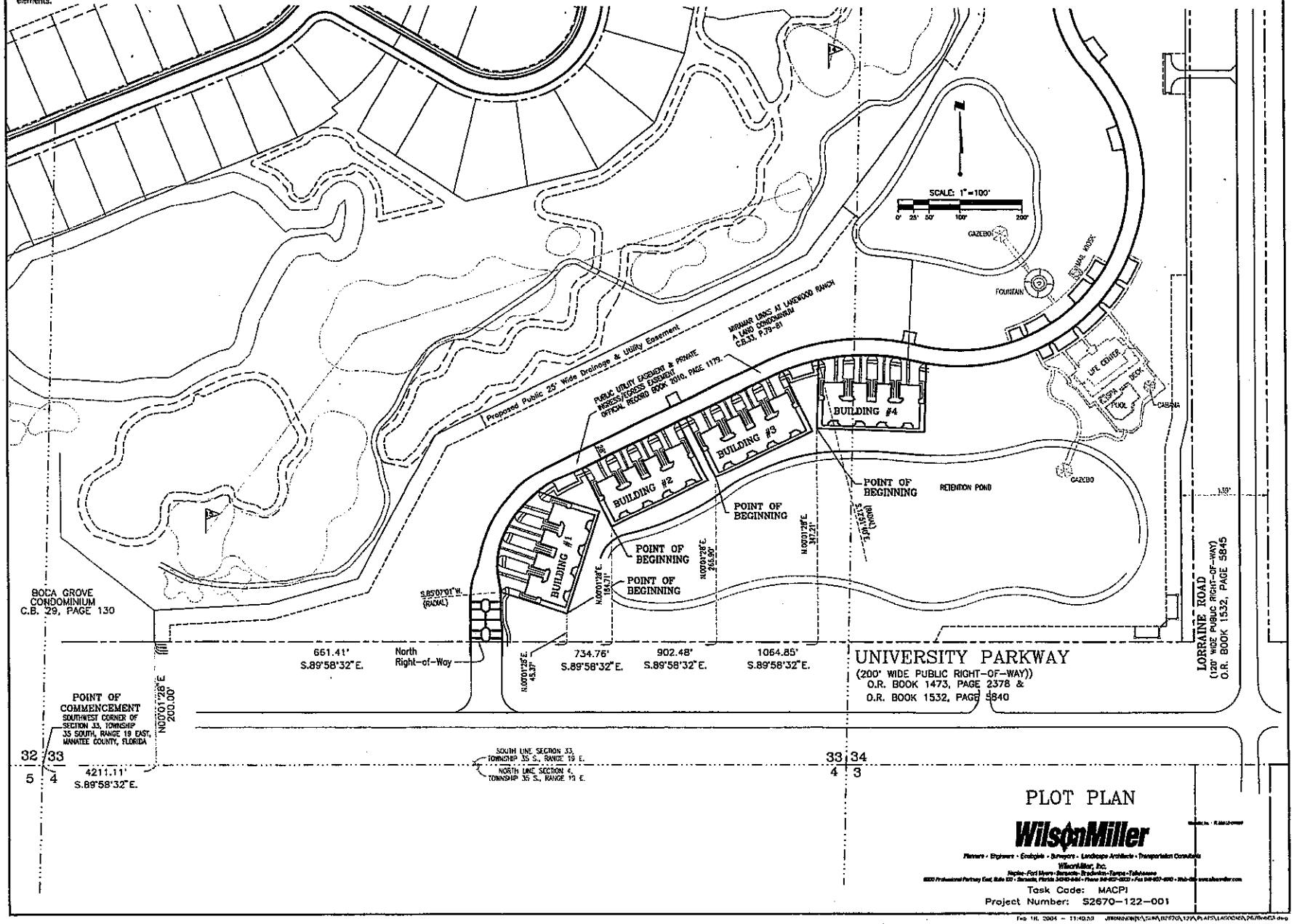
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

CONDOMINIUM BOOK 34 PAGE 3
SHEET 3 OF 6

MIRAMAR LAGOONS AT LAKEWOOD RANCH
A CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA



PLOT PLAN

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Task Code: MACPI
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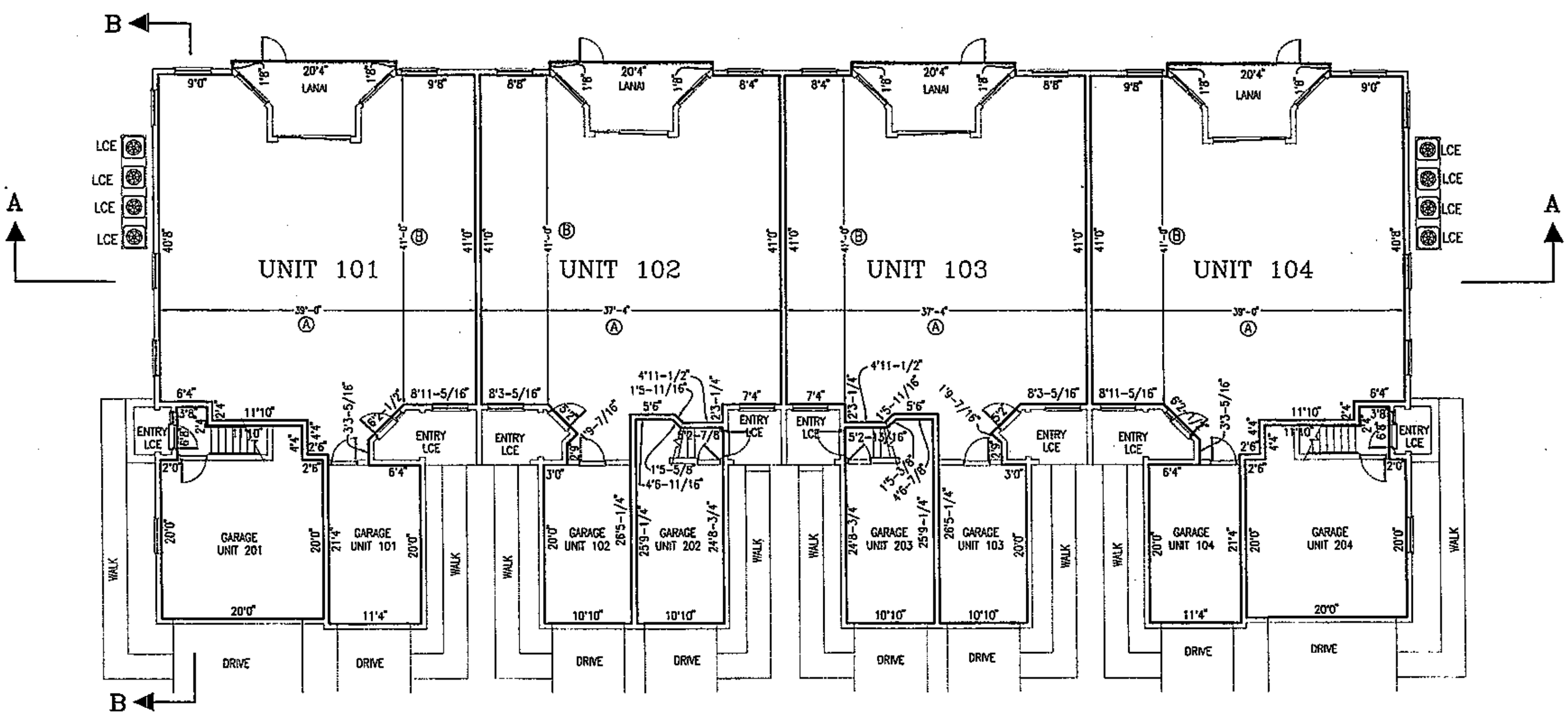
Feb 18, 2004 - 11:40:53 J:\MANAGER\C\SM\S2670\122\PLATS\LAGOONS\25TH\SHT3.dwg

MIRAMAR LAGOONS AT LAKEWOOD RANCH
A CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°38'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 1		
101	39.10	40.85
102	37.25	40.75
103	37.40	40.80
104	39.05	40.85
BUILDING 2		
101	39.00	41.00
102	37.30	41.00
103	37.30	41.00
104	39.00	41.00
BUILDING 3		
101	39.00	41.00
102	37.25	41.00
103	37.25	41.00
104	39.00	41.00
BUILDING 4		
101		
102		
103		
104		

LEGEND:
LCE – LIMITED COMMON ELEMENT
– UNIT BOUNDARY
– WALL

SCALE: 1"=10'

FIRST FLOOR

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Task Code: MACPI
Project Number: S2670-122-001

Jun 30, 2003 – 06:55:47

MIRAMAR LAGOONS AT LAKEWOOD RANCH
A CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA

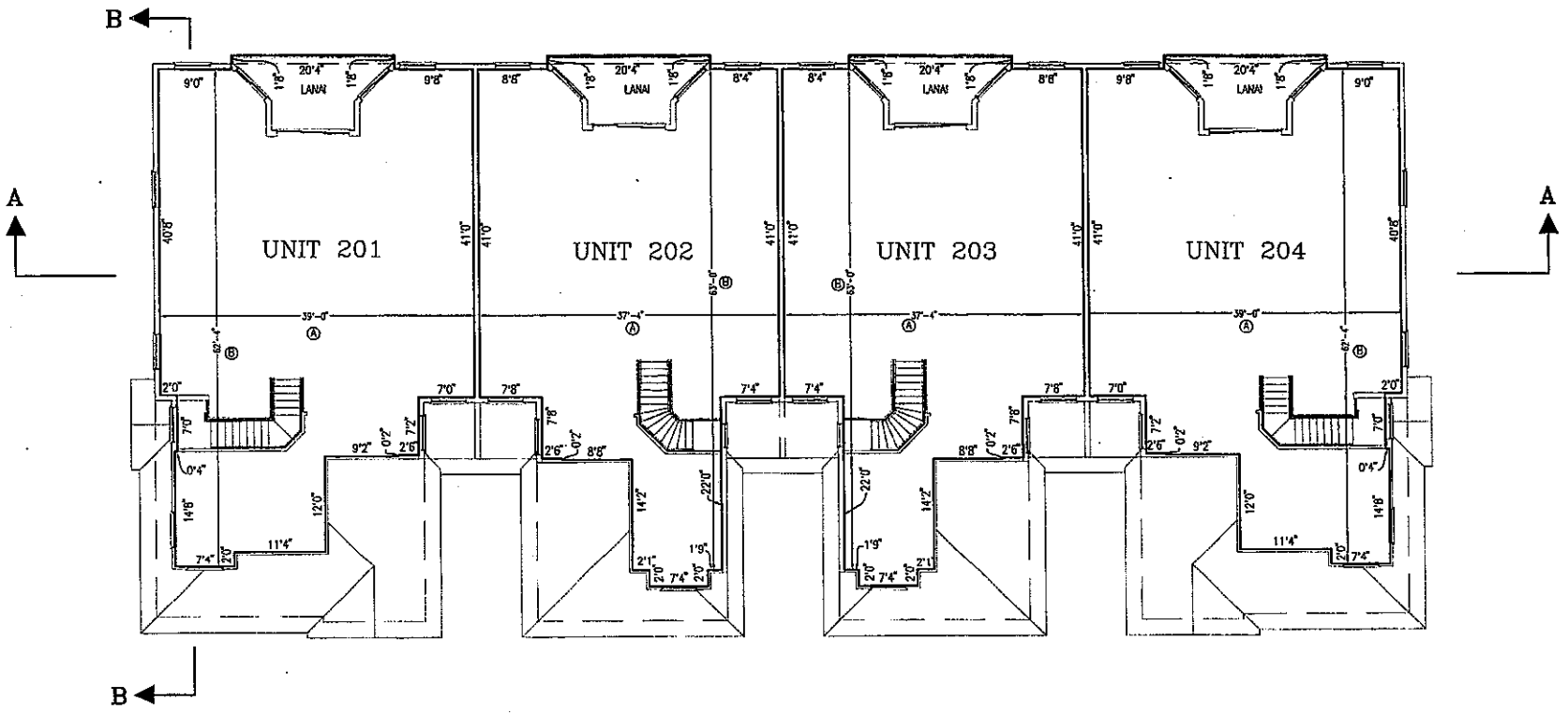
NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

3. All easements are Private unless otherwise designated.

4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 1		
201	38.95	62.25
202	37.35	62.95
203	37.35	62.95
204	38.85	62.10
BUILDING 2		
201	39.05	62.40
202	37.40	63.10
203	37.20	63.20
204	39.00	62.35
BUILDING 3		
201	39.00	62.40
202	37.30	63.05
203	37.25	63.00
204	39.00	62.25
BUILDING 4		
201		
202		
203		
204		

SCALE: 1"=10'
0' 5' 10' 20'

LEGEND:
LCE – LIMITED COMMON ELEMENT
———— – UNIT BOUNDARY
———— – WALL

SECOND FLOOR UNITS

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Task Code: MACPI
Project Number: S2670-122-001

Feb 18, 2004 – 11:44:37 J:\PROJECTS\SURVEY\S2670\122\PLATS\LAGOONS\2670ch05.dwg

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

3. All easements are Private unless otherwise designated.

4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

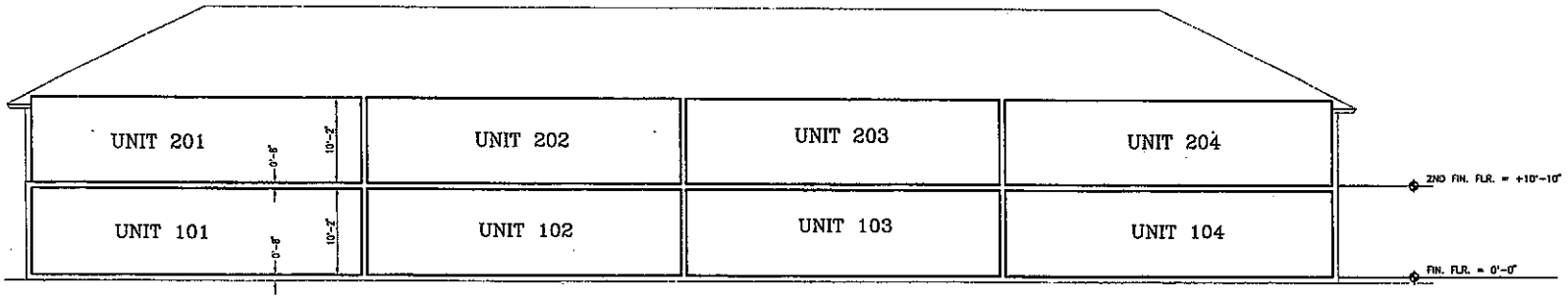
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CONDOMINIUM BOOK 34 PAGE 6

SHEET 6 OF 6

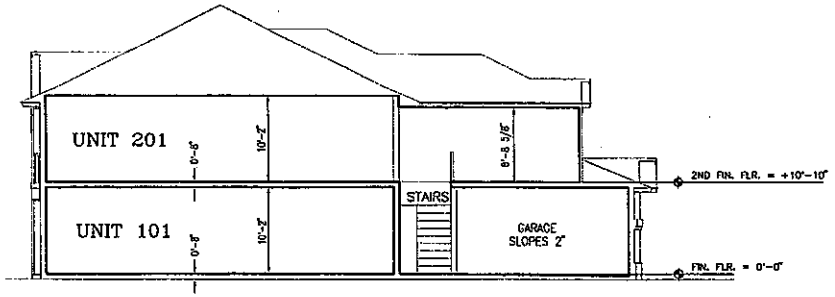
MIRAMAR LAGOONS AT LAKEWOOD RANCH
A CONDOMINIUM

IN SECTIONS 33 & 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA



SECTION A-A

RECORD MEASUREMENTS	
UNIT #	FINISH FLOOR EL.
BUILDING 1	
101-104	49.2
201-204	60.0
BUILDING 2	
101-104	48.9
201-204	59.7
BUILDING 3	
101-104	49.6
201-204	60.4
BUILDING 4	
101-104	49.0
201-204	59.8



SECTION B-B

SCALE: 1"=10'

0' 5' 10' 20'

FILED AND RECORDED
7/14/05 @ 1:50 PM
R.B. SHORE, CLERK
MANATEE COUNTY, FLA.

LEGEND:

LCE - LIMITED COMMON ELEMENT

———— - UNIT BOUNDARY

———— - WALL

CROSS-SECTIONS

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Task Code: MACPI

Project Number: S2670-122-001

MIRAMAR LAGOONS AT LAKEWOOD RANCH II
A CONDOMINIUM
IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

2335833

UNIT BOUNDARIES:

UNITS: Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in this document. Each Unit shall consist of that part of the building containing such Unit and lies within the boundaries of the Unit. The boundaries are as follows:

UPPER BOUNDARIES:
The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

LOWER BOUNDARIES:
The planes of the upper side of the finished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries.

PERIMETER BOUNDARIES:
The perimeter boundaries of the Unit will be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the Building or Common Elements, including Limited Common Elements.

APERTURES:
Where there are apertures in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware thereof, are excluded from the Unit.

NOTES:

1.) Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2.) This site lies within Flood Zone "X" unshaded (outside 500-year flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No.120153 0370 C, revised July 15, 1992.

3.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

4.) Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

5.) Information shown hereon was taken form Commitment for Title Insurance issued by American Pioneer Title Insurance Company, Commitment Number CM-1-0437-3873 dated January 30, 2003 together with Endorsement #1 (2/12/03), Endorsement #2 (2/12/03) and Endorsement #3 (2/13/03)

6.) Certain improvements within the Common Elements, such as but not limited to, water meters, water lines, storm drains, sanitary sewers, sidewalks, trees and landscape features have not been located.

7.) Common Elements and Limited Common Elements are Defined in the Declaration of Condominium.

8.) The exterior boundary of the condominium constitutes a "Boundary Survey" as defined in Section 61G17-6.002 (7)(f).

9.) Dimensions shown hereon are proposed and taken from the architectural drawings from The Evans Group. The actual dimensions may vary due to construction.

10.) All areas not designated as Units or as Limited Common Elements, are Common Elements.

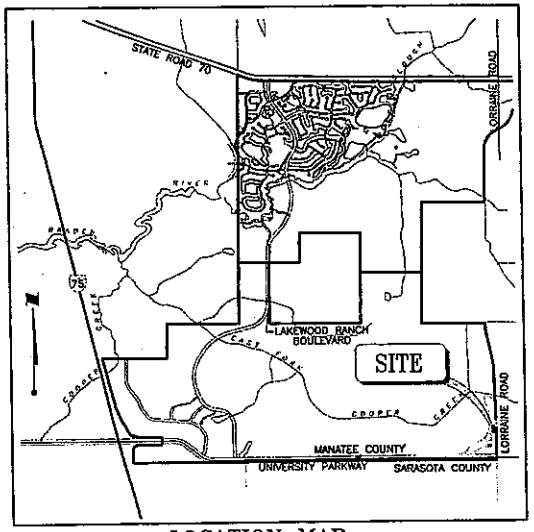
11.) All improvements shown hereon within the Condominium Boundary are proposed, unless noted otherwise.

CERTIFICATE OF SURVEYOR:

I, the undersigned Professional Surveyor & Mapper, authorized to practice in the State of Florida, hereby certify that a Boundary Survey was made of the land described hereon and that this plat, consisting of 6 sheets, is a correct representation of the improvements described and that the Units located within MIRAMAR LAGOONS AT LAKEWOOD RANCH II, A CONDOMINIUM, so that this plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined therefrom. Building Number 5, Units 101, 102, 103, 104, 201, 202, 203 & 204 are substantially complete. All planned improvements, including, but not limited to landscaping, utility services and access to the units and common element facilities serving said units are substantially complete. This survey meets the minimum technical standards per Chapter 61G17-6, Florida Administrative Code.

Date: 6/27/06 WILSONMILLER, INC. (LB#043)

By: Jennie W. Brannon
Jennie W. Brannon, P.S.M.
Florida Certificate No. 5041
(not valid without the embossed seal of certifying surveyor)



LOCATION MAP
(NOT TO SCALE)

BUILDING 5:

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, Manatee County, Florida, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1429.56 feet; thence N.00°01'28"E., a distance of 348.76 feet to the POINT OF BEGINNING; thence S.86°06'20"W., a distance of 162.56 feet; thence N.01°04'24"W., a distance of 115.85 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.09°33'30"E., a radial distance of 299.00 feet; thence easterly along the arc of said curve, through a central angle of 33°40'20", an arc length of 175.72 feet to the end of said curve; thence S.18°41'05"E., a distance of 15.50 feet; thence S.03°53'40"E., a distance of 110.94 feet to the POINT OF BEGINNING.

Said Tract contains 20,201.492 square feet or 0.4638 acres, more or less.

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

BUILDING 6:

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, Manatee County, Florida, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1003.63 feet; thence N.89°58'32"W., a distance of 56.23 feet to the POINT OF BEGINNING; thence S.80°59'04"W., a distance of 81.16 feet; thence S.85°53'14"W., a distance of 41.00 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies N.64°48'07"E., a radial distance of 186.00 feet; thence northerly along the arc of said curve, through a central angle of 28°35'37", an arc length of 92.82 feet to the point of tangency of said curve; thence N.03°23'44"E., a distance of 79.54 feet; thence N.80°59'04"E., a distance of 107.94 feet; thence S.09°00'56"E., a distance of 173.00 feet to the POINT OF BEGINNING.

Said Tract contains 21,099.959 square feet or 0.4844 acres, more or less.

BUILDING 7:

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, Manatee County, Florida, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1192.88 feet; thence N.89°58'32"W., a distance of 80.18 feet to the POINT OF BEGINNING; thence N.86°34'08"W., a distance of 107.56 feet; thence N.03°23'44"E., a distance of 183.93 feet; thence S.86°02'50"E., a distance of 107.68 feet; thence S.03°25'52"W., a distance of 182.95 feet to the POINT OF BEGINNING.

Said Tract contains 19,741.479 square feet or 0.4532 acres, more or less.

BUILDING 8

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, Manatee County, Florida, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1202.88 feet to the point of curvature of a curve to the left having a radius of 10440.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.70 feet to the point of tangency of said curve; thence N.87°24'35"W., a distance of 48.14 feet to the POINT OF BEGINNING; thence S.05°13'42"W., a distance of 176.00 feet; thence N.84°46'18"W., a distance of 105.54 feet; thence N.03°23'44"E., a distance of 110.24 feet to the point of curvature of a curve to the left having a radius of 1,514.00 feet and a central angle of 02°24'56"; thence northerly along the arc of said curve, an arc length of 63.82 feet to the point end of said curve; thence S.85°49'17"E., a distance of 113.35 feet to the POINT OF BEGINNING.

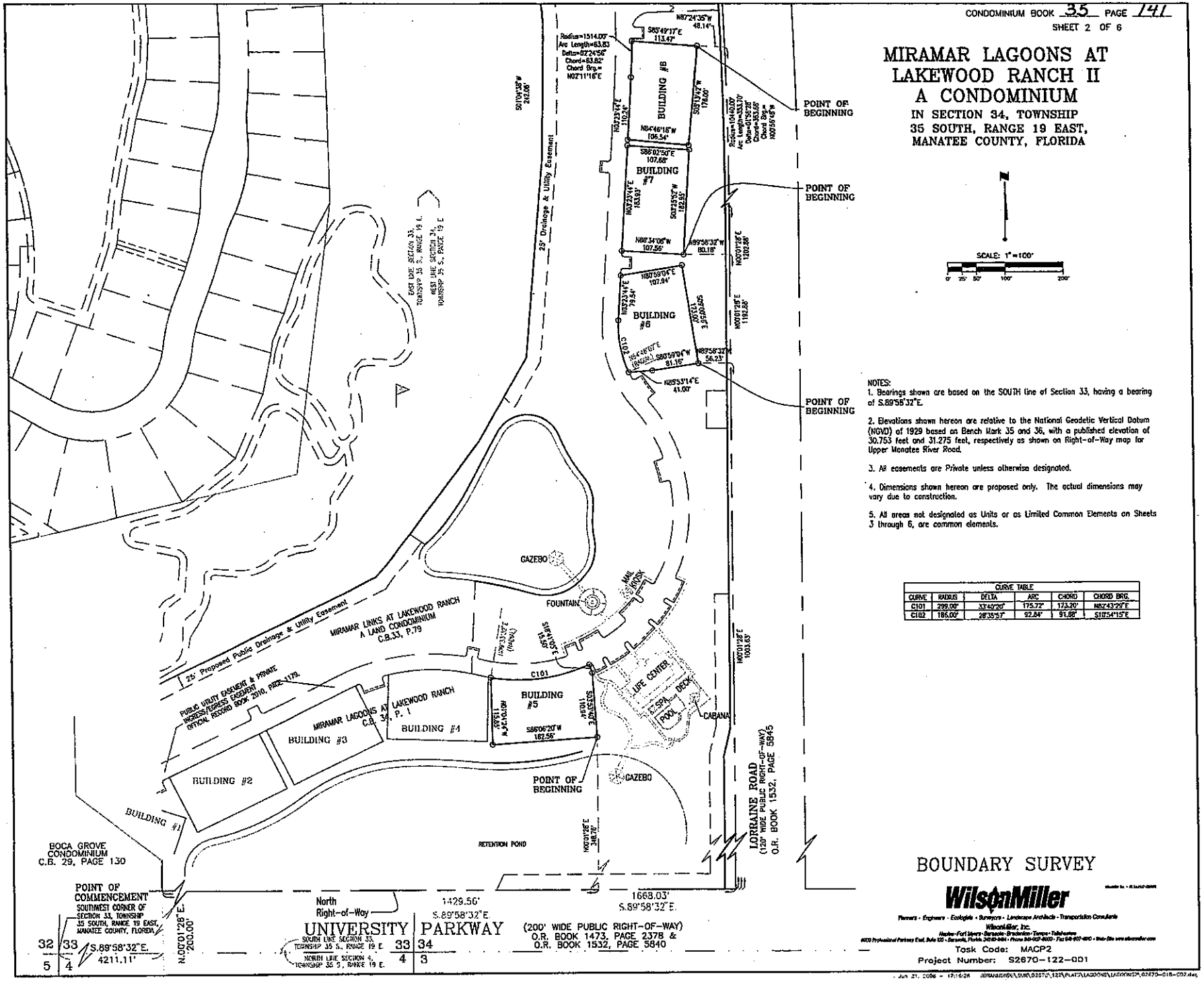
Said Tract contains 19,159 square feet or 0.4397 acres, more or less.

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Task Code: MACP2
Project Number: S2670-122-001

MIRAMAR LAGOONS AT LAKEWOOD RANCH II A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C101	299.00'	33°40'20"	175.72'	173.20'	N82°43'29"E
C102	186.00'	28°35'57"	92.84'	91.88'	S10°54'15"E

BOUNDARY SURVEY

Wilson Miller

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Wilson Miller, Inc.

Task Code: MACP2

Project Number: S2670-122-001

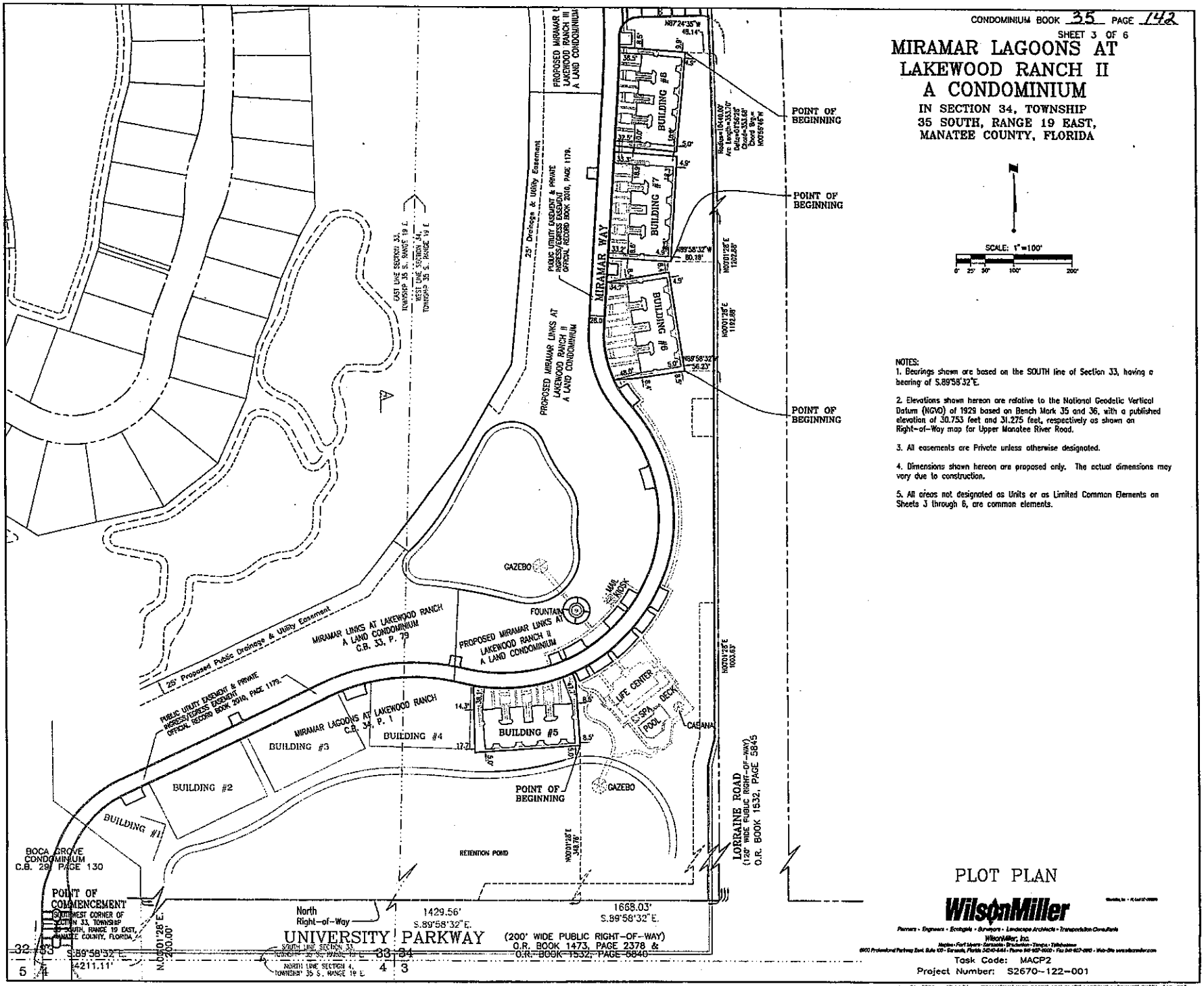
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CONDOMINIUM BOOK 35 PAGE 142

SHEET 3 OF 6

MIRAMAR LAGOONS AT LAKEWOOD RANCH II A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



SCALE: 1"=100'

0' 25' 50' 100' 200'

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

PLOT PLAN

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Task Code: MACP2

Project Number: S2670-122-001

Jun 21, 2006 - 12:14:26 J:\PROJECTS\2006\S2670\122\PLATS\LAGOONS\LAGOONS3_S2670-001.dwg

NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

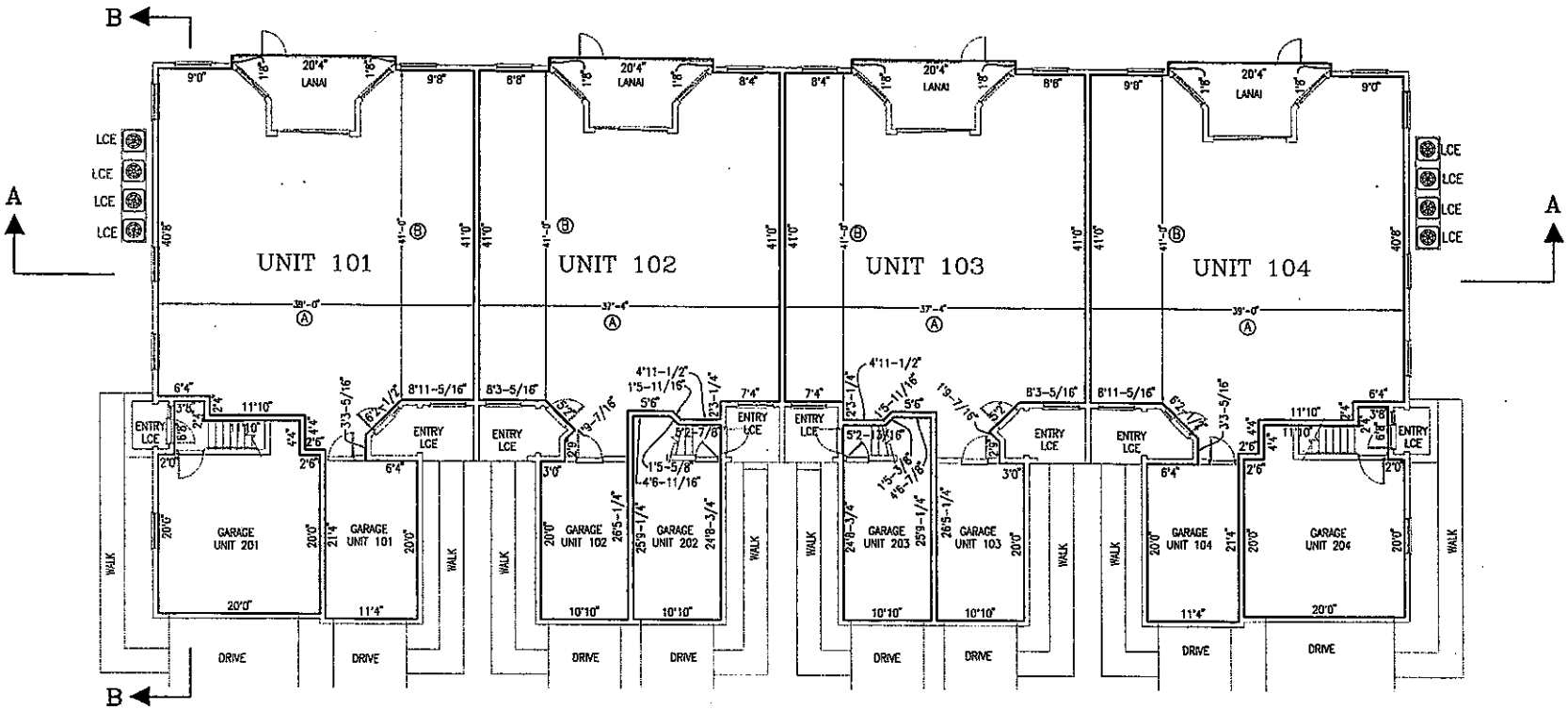
3. All easements are Private unless otherwise designated.

4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

MIRAMAR LAGOONS AT LAKEWOOD RANCH II A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 5		
101	39.10	41.05
102	37.35	41.00
103	37.35	41.05
104	39.05	41.05
BUILDING 6		
101	39.10	41.05
102	37.35	41.00
103	37.35	41.00
104	39.10	41.05
BUILDING 7		
101	39.05	41.00
102	37.35	41.00
103	37.35	41.05
104	39.05	41.05
BUILDING 8		
101		
102		
103		
104		

SCALE: 1"=10'

LEGEND:
LCE – LIMITED COMMON ELEMENT
——— – UNIT BOUNDARY
- - - - - - – WALL

FIRST FLOOR

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WilsonMiller, Inc.
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8000 Professional Parkway East, Suite 100 • Sarasota, Florida 34240-9661 • Phone 941-907-6900 • Fax 941-907-6910 • Web Site www.wilsonmiller.com

Task Code: MACP2
Project Number: S2670-122-001

Jun 30, 2003 - 08:55:42 J:\PROJECTS\SURV\02670\122\PLATS\LAGOONS\0670ph04.dwg

NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

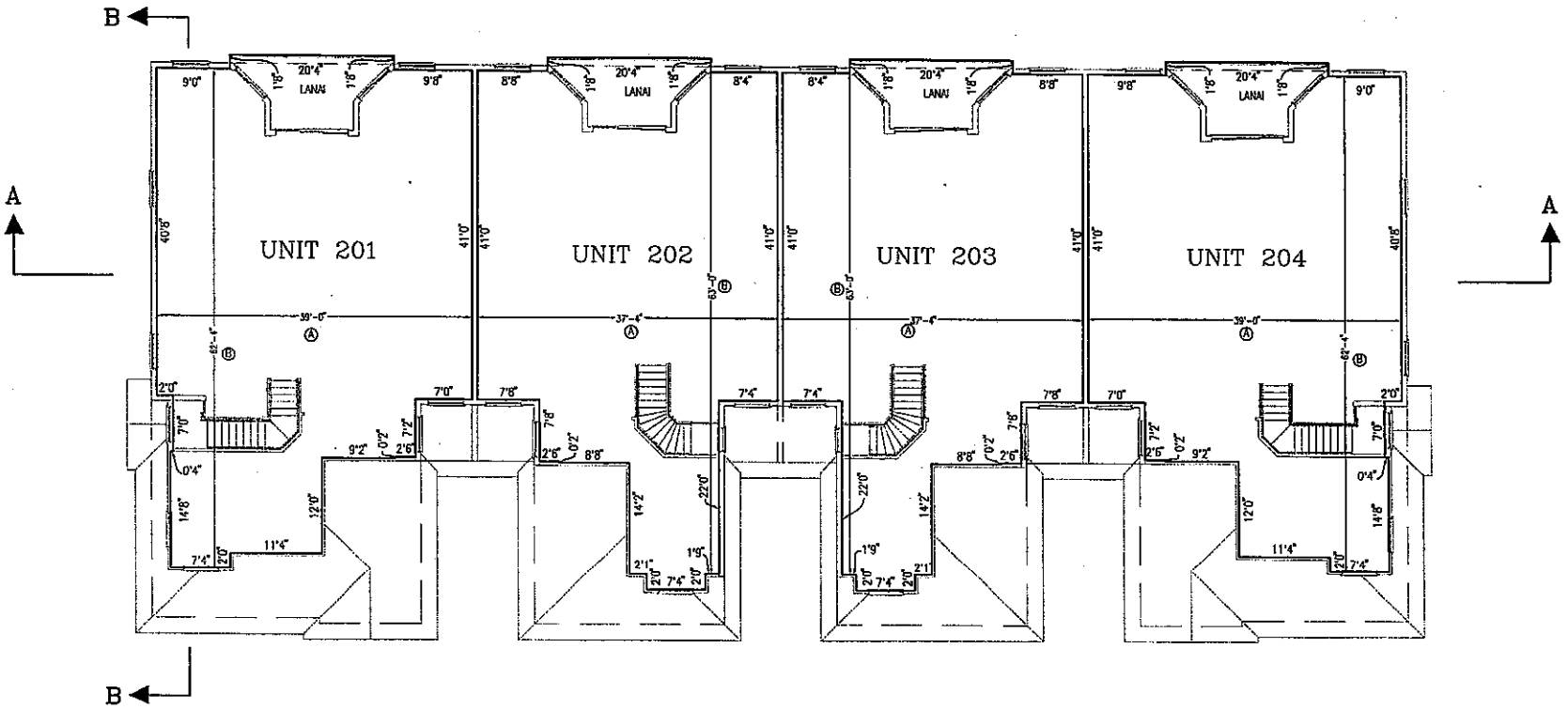
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4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

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MIRAMAR LAGOONS AT LAKEWOOD RANCH II A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 5		
201	39.05	62.40
202	37.40	63.05
203	37.35	63.05
204	39.05	62.40
BUILDING 6		
201	39.05	62.40
202	37.40	63.05
203	37.40	63.10
204	39.10	62.30
BUILDING 7		
201	39.00	62.35
202	37.40	63.10
203	37.40	63.10
204	39.15	62.40
BUILDING 8		
201		
202		
203		
204		

SCALE: 1"=10'
0' 5' 10' 20'

LEGEND:
LCE - LIMITED COMMON ELEMENT
——— - UNIT BOUNDARY
——— - WALL

SECOND FLOOR UNITS

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Task Code: MACP2
Project Number: S2670-122-001

MIRAMAR LAGOONS AT LAKEWOOD RANCH II A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

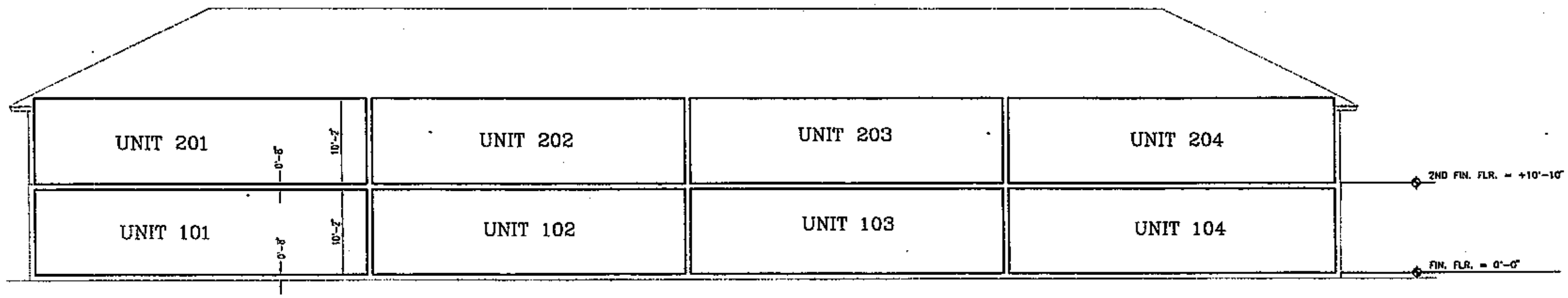
NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

3. All easements are Private unless otherwise designated.

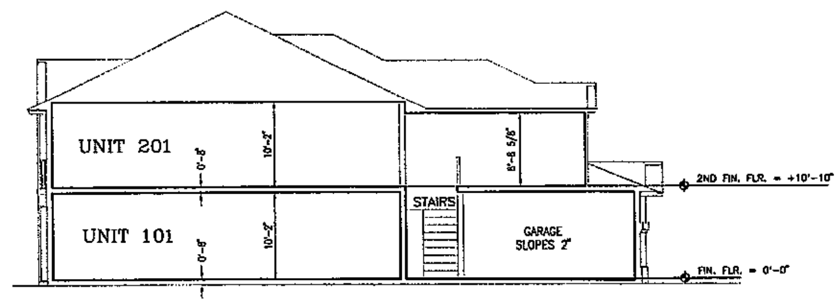
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.



SECTION A–A

RECORD MEASUREMENTS	
UNIT #	FINISH FLOOR EL.
BUILDING 5	
101–104	49.2
201–204	60.0
BUILDING 6	
101–104	50.6
201–204	61.4
BUILDING 7	
101–104	49.6
201–204	60.4
BUILDING 8	
101–104	50.3
201–204	61.1



SECTION B–B

SCALE: 1"=10'
0' 5' 10' 20'

LEGEND:
LCE – LIMITED COMMON ELEMENT
———— – UNIT BOUNDARY
- - - - – WALL

FILED AND RECORDED 6/29/06 @ 9:15 AM
R. B. SHORE, CLERK
MANATEE COUNTY, FLA.

CROSS–SECTIONS

WilsonMiller

Planners · Engineers · Ecologists · Surveyors · Landscape Architects · Transportation Consultants

WilsonMiller, Inc.

Task Code: MACP2
Project Number: S2670–122–001

3141314

MIRAMAR LAGOONS AT LAKEWOOD RANCH III FIRST AMENDMENT, A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

UNIT BOUNDARIES:

UNITS: Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in this document. Each Unit shall consist of that part of the building containing such Unit and lies within the boundaries of the Unit. The boundaries are as follows:

UPPER BOUNDARIES:
The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

LOWER BOUNDARIES:
The planes of the upper side of the finished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries.

PERIMETER BOUNDARIES:
The perimeter boundaries of the Unit will be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the Building or Common Elements, including Limited Common Elements.

APERTURES:
Where there are apertures in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware thereof, are excluded from the Unit.

NOTES:

1.) Bearings shown are based on the south line of Section 33, having a bearing of S.89°58'32"E.

2.) This site lies within Flood Zone "X" unshaded (outside 500-year flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No.120153 0370 C, revised July 15, 1992.

3.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

4.) Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

5.) Information shown hereon was taken form Commitment for Title Insurance issued by Chicago Title Insurance Company, Commitment File Number 220901743, dated November 13, 2007.

6.) Certain improvements within the Common Elements, such as but not limited to, water meters, water lines, storm drains, sanitary sewers, sidewalks, trees and landscape features have not been located.

7.) Common Elements and Limited Common Elements are Defined in the Declaration of Condominium.

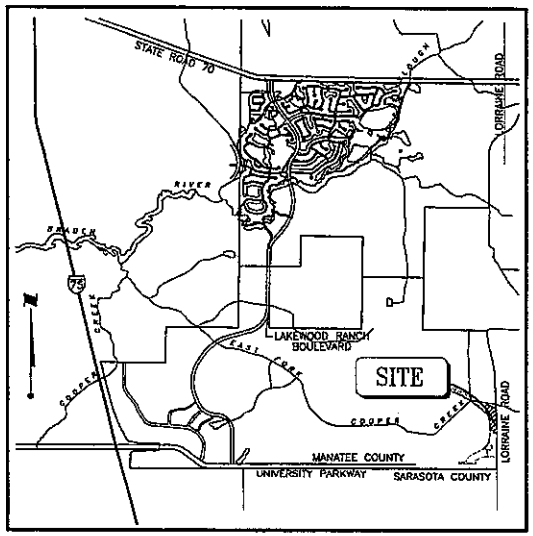
8.) The exterior boundary of the condominium constitutes a "Boundary Survey" as defined in Section 5J-17.050 (10)(c).

9.) Dimensions shown hereon are proposed and taken from the architectural drawings from Neal Communities. The actual dimensions may vary due to construction.

10.) All areas not designated as Units or as Limited Common Elements, are Common Elements.

11.) All improvements shown hereon within the Condominium Boundary are proposed, unless noted otherwise.

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.



LOCATION MAP
(NOT TO SCALE)

CERTIFICATE OF SURVEYOR:

I, the undersigned Professional Surveyor & Mapper, authorized to practice in the State of Florida, hereby certify that a Boundary Survey was made of the land described hereon and that this plat, consisting of 6 sheets, is a correct representation of the improvements described and that the Units located within MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT, A CONDOMINIUM, so that this plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined therefrom. Building 9, Units 101, 102, 103, 104, 201, 202, 203 & 204 were substantially complete on 6/11/2009. All planned improvements, including, but not limited to landscaping, utility services and access to the units and common element facilities serving said units are substantially complete. This survey meets the minimum technical standards per Chapter 5J-17.05, Florida Administrative Code.

Date: 4/16/13 STANTEC CONSULTING SERVICES, INC.(LB#7866)

By: Jennie W. Brannon
Jennie W. Brannon, P.S.M.
Florida Certificate No. 5041
(not valid without the embossed seal of certifying surveyor)

BUILDING 9

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1202.88 feet to the point of curvature of a curve to the left having a radius of 10440.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.70 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 193.52 feet; thence S.88°05'00"W., a distance of 49.50 feet to the POINT OF BEGINNING; thence S.85°02'04"W., a distance of 111.42 feet; thence N.03°19'35"W., a distance of 169.54 feet to the point of curvature of a curve to the right having a radius of 4.33 feet and a central angle of 90°00'00"; thence northeasterly along the arc of said curve, an arc length of 6.81 feet to the point of tangency of said curve; thence N.86°40'25"E., a distance of 13.33 feet; thence N.83°25'15"E., a distance of 89.13 feet; thence S.04°51'56"E., a distance of 176.00 feet to the POINT OF BEGINNING.

Said Tract contains 19,027 square feet or 0.4368 acres, more or less.

BUILDING 10

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1202.88 feet to the point of curvature of a curve to the left having a radius of 10440.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.70 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 388.04 feet; thence S.88°05'00"W., a distance of 51.56 feet to the POINT OF BEGINNING; thence S.84°07'25"W., a distance of 95.53 feet; thence S.86°40'25"W., a distance of 13.45 feet to the point of curvature of a curve to the right having a radius of 4.21 feet and a central angle of 89°54'38"; thence northwesterly along the arc of said curve, an arc length of 6.61 feet to the point of reverse curvature of a curve to the left having a radius of 514.55 feet and a central angle of 10°42'36"; thence northerly along the arc of said curve, a distance of 96.18 feet to the point of reverse curvature of a curve to the right having a radius of 386.27 feet and a central angle of 10°41'04"; thence northerly along the arc of said curve, a distance of 72.03 feet to the end of said curve; thence N.82°34'07"E., a distance of 117.75 feet; thence S.07°25'53"E., a distance of 176.00 feet to the POINT OF BEGINNING.

Said Tract contains 20,111 square feet or 0.4617 acres, more or less.

BUILDING 11

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1202.88 feet to the point of curvature of a curve to the left having a radius of 10440.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.70 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 584.70 feet; thence S.88°05'00"W., a distance of 66.19 feet to the POINT OF BEGINNING; thence N.84°41'08"W., a distance of 118.75 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.86°20'34"E., a radial distance of 386.00 feet; thence northerly along the arc of said curve, through a central angle of 06°09'16", an arc length of 41.46 feet to the point of reverse curvature of a curve to the left having a radius of 289.00 feet and a central angle of 27°16'47"; thence northerly along the arc of said curve, a distance of 137.60 feet to the end of said curve; thence S.84°41'08"E., a distance of 139.38 feet; thence S.05°18'52"W., a distance of 176.00 feet to the POINT OF BEGINNING.

Said Tract contains 21,470 square feet or 0.4929 acres, more or less.

Stantec
6900 Professional Parkway East, Sarasota, FL 34240-8414
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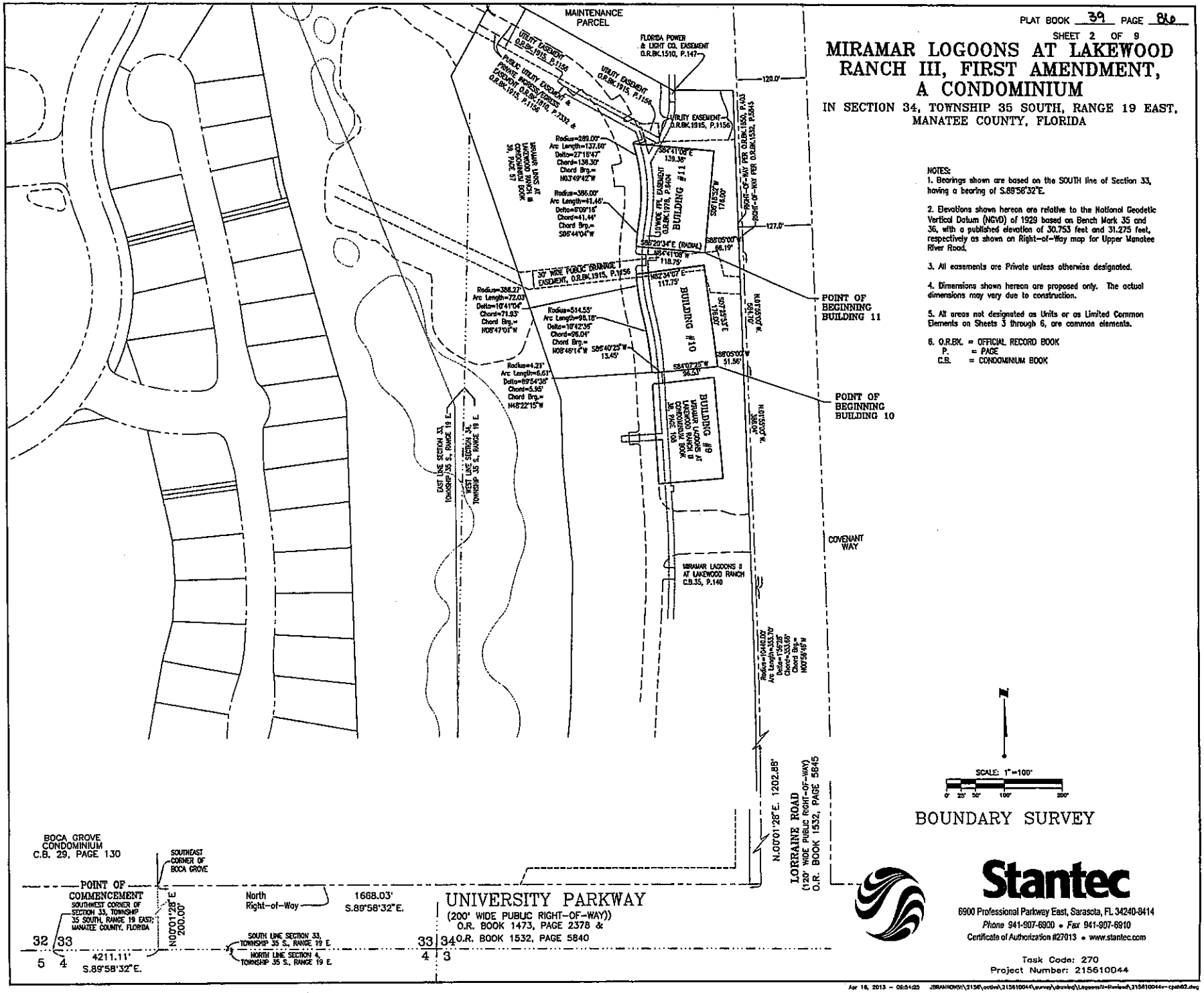
Task Code: 270
Project Number: 215610044

PLAT BOOK 39 PAGE 86

SHEET 2 OF 9

MIRAMAR LOGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT, A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.
6. O.R.BK. = OFFICIAL RECORD BOOK
   P. = PAGE
   C.B. = CONDOMINIUM BOOK

SCALE: 1"=100'

0' 25' 50' 100' 200'

BOUNDARY SURVEY

Stantec

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Task Code: 270

Project Number: 215610044

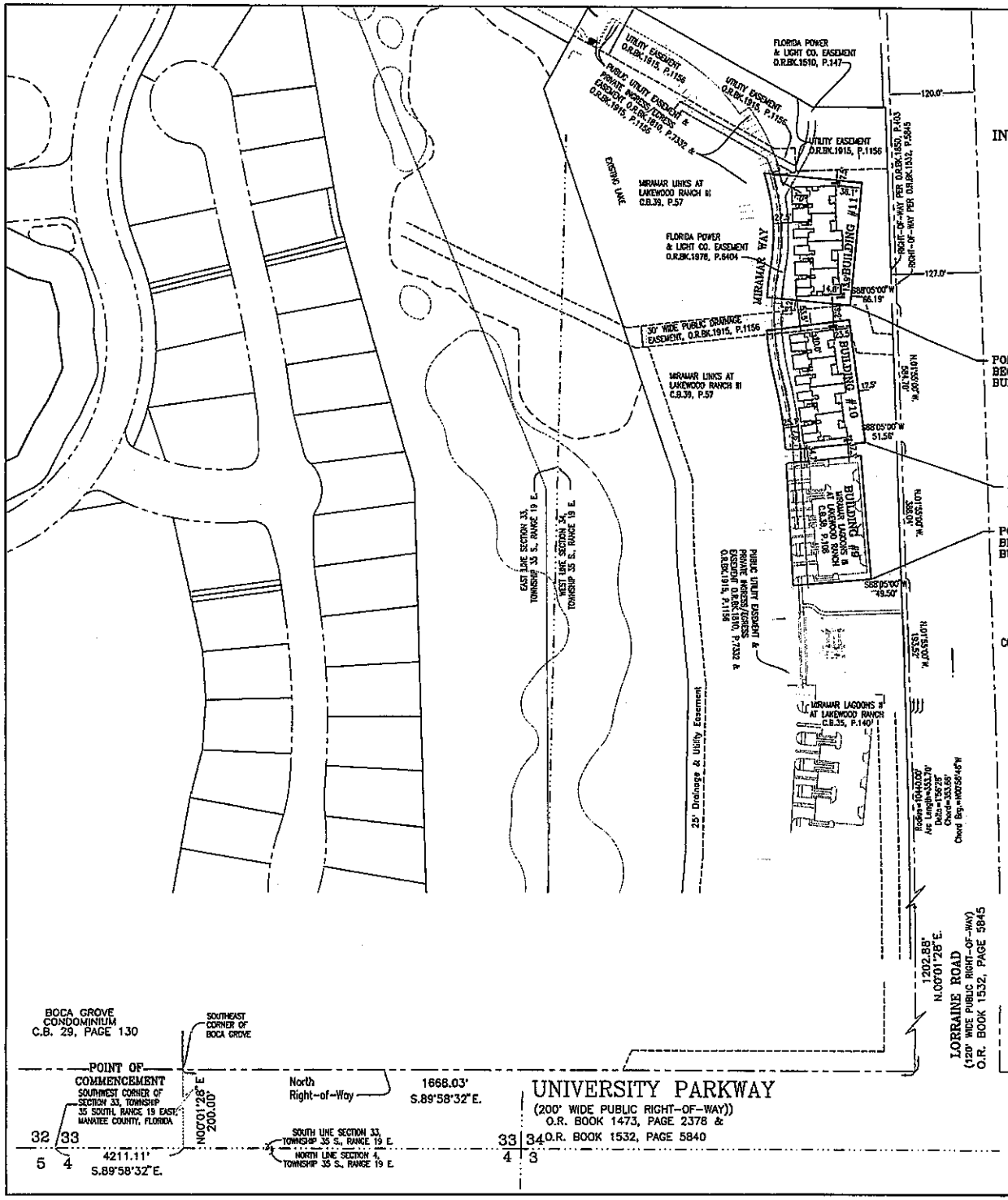
Apr 16, 2013 - 09:54:25 J:\RANNOW\1\2156\active\215610044\survey\drawing\Logoons-II-Revised\215610044-cpsh02.dwg

CONDOMINIUM BOOK 39, PAGE 87

SHEET 3 OF 9

MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



NOTES:

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SCALE: 1" = 100'

0' 25' 50' 100' 200'

PLOT PLAN

Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414

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Task Code: 270

Project Number: 215610044

NOTES:
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2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

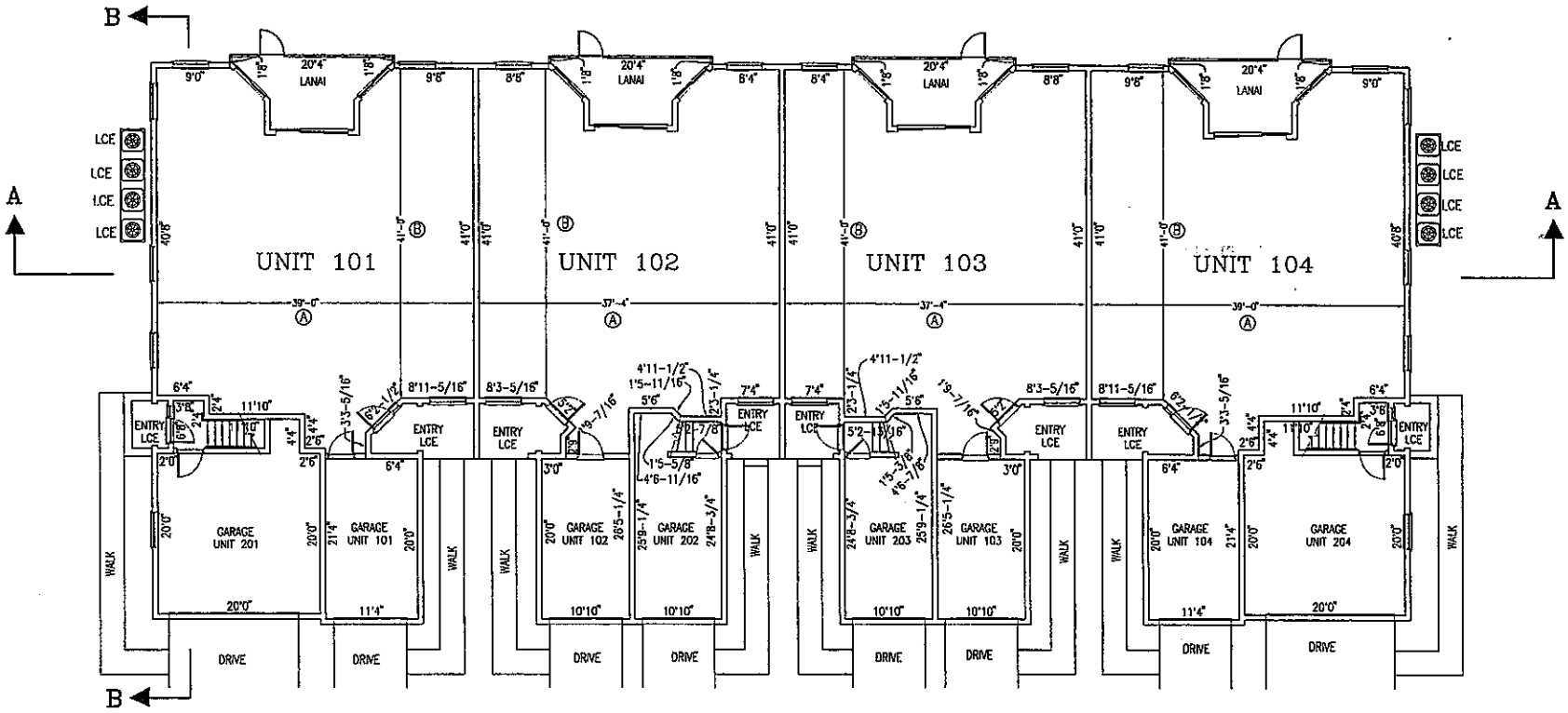
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MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 9		
101	38.65	40.90
102	36.90	40.90
103	36.90	40.90
104	38.65	40.90

SCALE: 1"=10'

FIRST FLOOR
BUILDING 9

LEGEND:
LCE - LIMITED COMMON ELEMENT
——— - UNIT BOUNDARY
——— - WALL

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Task Code: 270
Project Number: 215610044

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NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°56'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

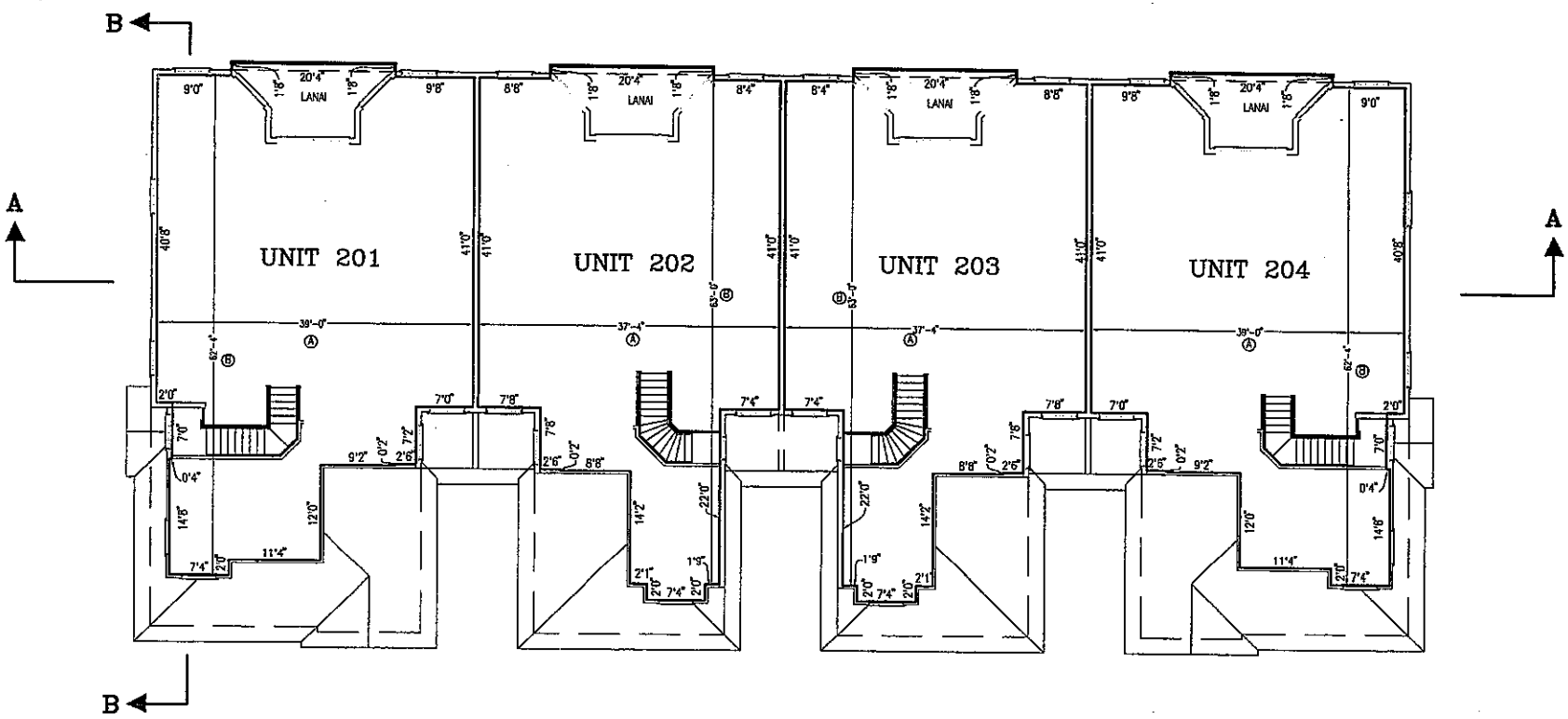
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MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 9		
201	38.65	62.40
202	36.75	63.00
203	36.75	63.00
204	38.65	62.40

SCALE: 1"=10'

SECOND FLOOR UNITS
BUILDING 9

LEGEND:
LCE - LIMITED COMMON ELEMENT
——— - UNIT BOUNDARY
——— - WALL

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Task Code: 270
Project Number: 215610044

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NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

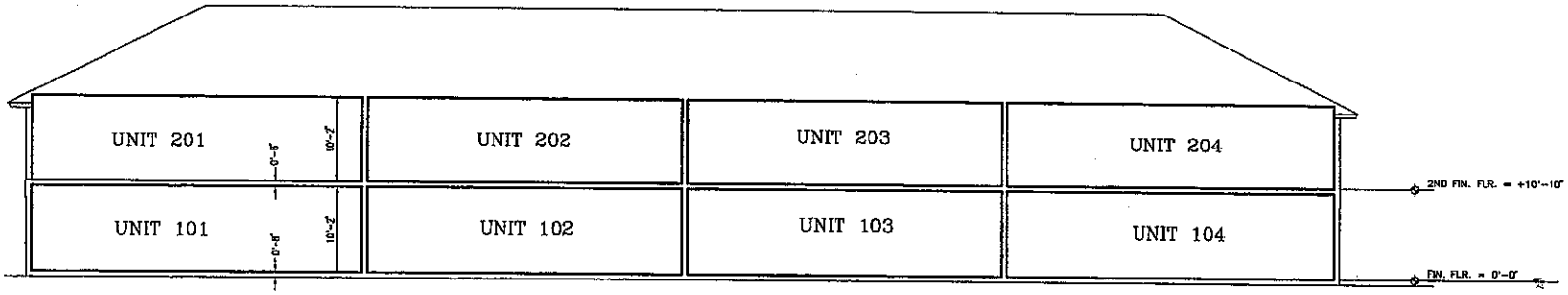
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5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

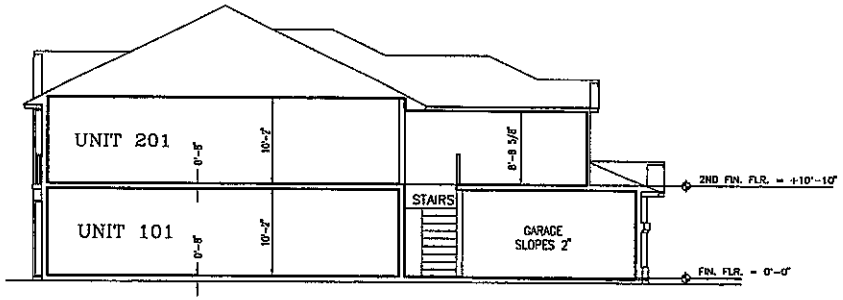
MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



SECTION A-A

RECORD MEASUREMENTS	
UNIT #	FINISH FLOOR EL.
BUILDING 9	
101-104	49.85
201-204	60.68



SECTION B-B

SCALE: 1"=10'

CROSS-SECTIONS
BUILDING 9

LEGEND:
LCE - LIMITED COMMON ELEMENT
——— - UNIT BOUNDARY
——— - WALL

LEGEND:
LCE - LIMITED COMMON ELEMENT
——— - UNIT BOUNDARY
——— - WALL

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Task Code: 270
Project Number: 215610044

NOTES:
1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

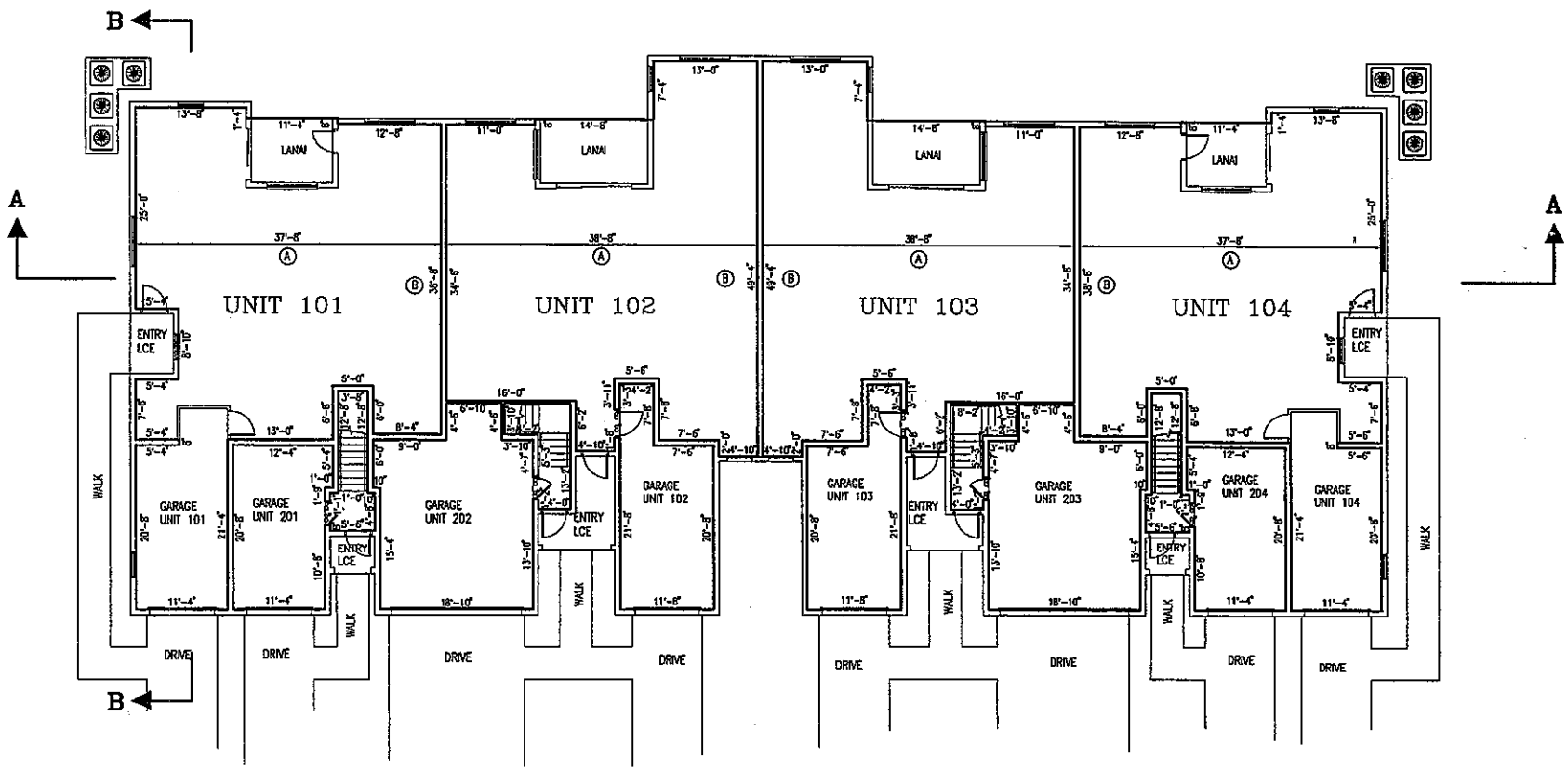
3. All easements are Private unless otherwise designated.

4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 8, are common elements.

MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 10		
101		
102		
103		
104		
BUILDING 11		
101		
102		
103		
104		

SCALE: 1"=10'

FIRST FLOOR
BUILDINGS 10 & 11

LEGEND:
LCE – LIMITED COMMON ELEMENT
——— – UNIT BOUNDARY
——— – WALL

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Task Code: 270
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CONDOMINIUM BOOK 39 PAGE 92

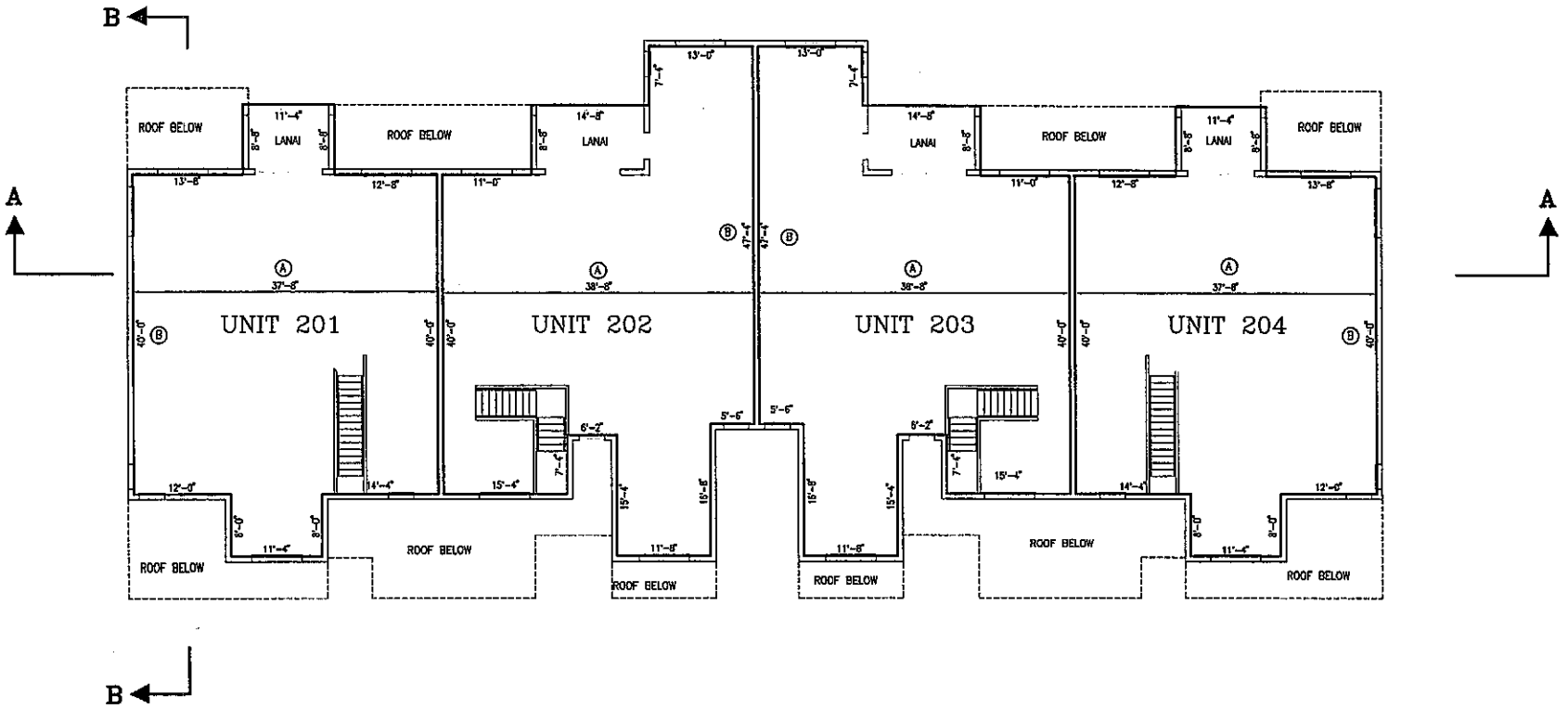
SHEET 8 OF 9

MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT A CONDOMINIUM

IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 10		
201		
202		
203		
204		
BUILDING 11		
201		
202		
203		
204		

LEGEND:

LCE – LIMITED COMMON ELEMENT

——— – UNIT BOUNDARY

——— – WALL

SCALE: 1"=10'

0' 5' 10' 20'

SECOND FLOOR UNITS BUILDINGS 10 & 11

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Task Code:

Project Number:

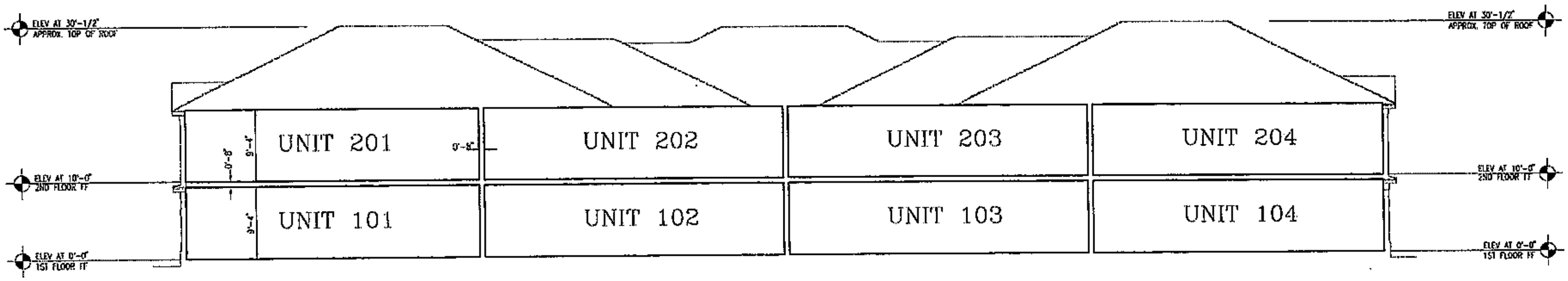
MIRAMAR LAGOONS AT LAKEWOOD RANCH III, FIRST AMENDMENT A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

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04/18/2013 @ 3:05:13 PM
R. B. SHORE, CLERK
MANATEE COUNTY, FLA.

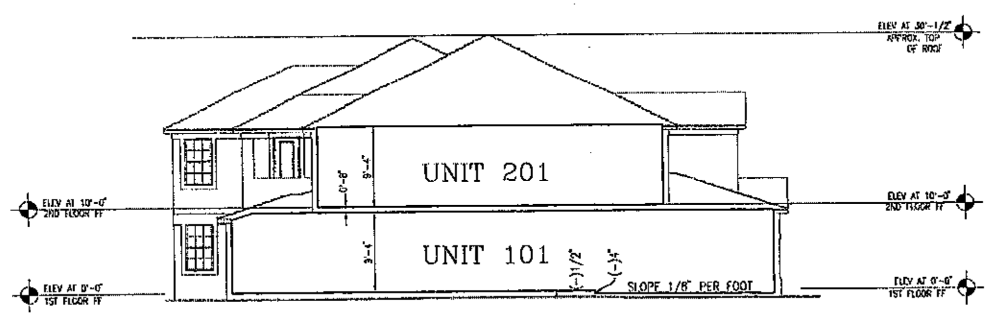
NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.



SECTION A–A

RECORD MEASUREMENTS	
UNIT #	FINISH FLOOR EL.
BUILDING 10	
101-104	
201-204	
BUILDING 11	
101-104	
201-204	



SECTION B–B

SCALE: 1"=10'
0' 5' 10' 20'

LEGEND:
LCE – LIMITED COMMON ELEMENT
——— – UNIT BOUNDARY
------- – WALL

CROSS–SECTIONS BUILDINGS 10 & 11

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Task Code: 270
Project Number: 215610044

MIRAMAR LAGOONS AT LAKEWOOD RANCH III
A CONDOMINIUM

2716596

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

UNIT BOUNDARIES:

UNITS: Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in this document. Each Unit shall consist of that part of the building containing such Unit and lies within the boundaries of the Unit. The boundaries are as follows:

UPPER BOUNDARIES:
The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

LOWER BOUNDARIES:
The planes of the upper side of the finished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries.

PERIMETER BOUNDARIES:
The perimeter boundaries of the Unit will be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the Building or Common Elements, including Limited Common Elements.

APERTURES:
Where there are apertures in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware thereof, are excluded from the Unit.

NOTES:

1.) Bearings shown are based on the south line of Section 33, having a bearing of S.89°58'32"E.

2.) This site lies within Flood Zone "X" unshaded (outside 500-year flood plain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Manatee County, Community Panel No.120153 0370 C, revised July 15, 1992.

3.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

4.) Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

5.) Information shown hereon was taken form Commitment for Title Insurance issued by Chicago Title Insurance Company, Commitment File Number 220901743, dated November 13, 2007.

6.) Certain improvements within the Common Elements, such as but not limited to, water meters, water lines, storm drains, sanitary sewers, sidewalks, trees and landscape features have not been located.

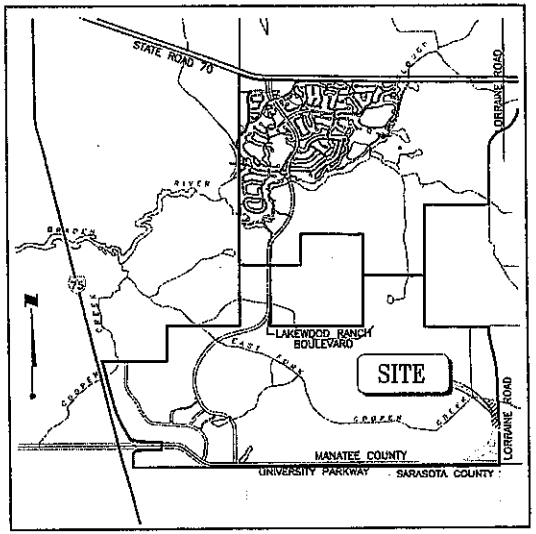
7.) Common Elements and Limited Common Elements are Defined in the Declaration of Condominium.

8.) The exterior boundary of the condominium constitutes a "Boundary Survey" as defined in Section 61G17-6.002 (7)(f).

9.) Dimensions shown hereon are proposed and taken from the architectural drawings from The Evans Group. The actual dimensions may vary due to construction.

10.) All areas not designated as Units or as Limited Common Elements, are Common Elements.

11.) All improvements shown hereon within the Condominium Boundary are proposed, unless noted otherwise.



LOCATION MAP
(NOT TO SCALE)

CERTIFICATE OF SURVEYOR:

I, the undersigned Professional Surveyor & Mapper, authorized to practice in the State of Florida, hereby certify that a Boundary Survey was made of the land described hereon and that this plat, consisting of 6 sheets, is a correct representation of the improvements described and that the Units located within MIRAMAR LAGOONS AT LAKEWOOD RANCH III, A CONDOMINIUM, so that this plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each Unit can be determined therefrom. Building 9, Units 101, 102, 103, 104, 201, 202, 203 and 204 are substantially complete. All planned improvements, including, but not limited to landscaping, utility services and access to the units and common element facilities serving said units are substantially complete. This survey meets the minimum technical standards per Chapter 61G17-6, Florida Administrative Code.

Date: 6/11/09 WILSONMILLER, INC. (LB#043)

By: Jennie W. Brannon
Jennie W. Brannon, P.S.M.
Florida Certificate No. 5041
(not valid without the embossed seal of certifying surveyor)

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

BUILDING 9

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1202.88 feet to the point of curvature of a curve to the left having a radius of 10440.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.70 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 193.52 feet; thence S.88°05'00"W., a distance of 49.50 feet to the POINT OF BEGINNING; thence S.85°08'04"W., a distance of 111.42 feet; thence N.03°19'35"W., a distance of 169.54 feet to the point of curvature of a curve to the right having a radius of 4.33 feet and a central angle of 90°00'00"; thence northeasterly along the arc of said curve, an arc length of 6.81 feet to the point of tangency of said curve; thence N.86°40'25"E., a distance of 13.33 feet; thence N.83°25'16"E., a distance of 89.13 feet; thence S.04°51'56"E., a distance of 176.00 feet to the POINT OF BEGINNING.

Said Tract contains 19,027 square feet or 0.4368 acres, more or less.

BUILDING 10

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1202.88 feet to the point of curvature of a curve to the left having a radius of 10440.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.70 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 368.04 feet; thence N.88°05'00"E., a distance of 51.56 feet to the POINT OF BEGINNING; thence S.84°07'25"W., a distance of 96.53 feet; thence S.85°40'25"W., a distance of 13.45 feet to the point of curvature of a curve to the right having a radius of 4.21 feet and a central angle of 89°54'38"; thence northwesterly along the arc of said curve, an arc length of 6.61 feet to the point of reverse curvature of a curve to the left having a radius of 514.55 feet and a central angle of 10°42'55"; thence northerly along the arc of said curve, a distance of 96.18 feet to the point of reverse curvature of a curve to the right having a radius of 385.27 feet and a central angle of 10°41'04"; thence northerly along the arc of said curve, a distance of 72.03 feet to the end of said curve; thence N.82°34'07"E., a distance of 117.75 feet; thence S.07°25'53"E., a distance of 176.00 feet to the POINT OF BEGINNING.

Said Tract contains 20,111 square feet or 0.4617 acres, more or less.

BUILDING 11

A Tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1668.03 feet to the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the Public Records of Manatee County, Florida; thence N.00°01'28"E., along said west right-of-way line, a distance of 1202.88 feet to the point of curvature of a curve to the left having a radius of 10440.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.70 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 584.70 feet; thence N.88°05'00"E., a distance of 66.19 feet to the POINT OF BEGINNING; thence N.84°41'08"W., a distance of 118.75 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.86°20'34"E., a radial distance of 386.00 feet; thence northerly along the arc of said curve, through a central angle of 06°29'16", an arc length of 41.46 feet to the point of reverse curvature of a curve to the left having a radius of 289.00 feet and a central angle of 27°16'47"; thence northerly along the arc of said curve, a distance of 137.60 feet to the end of said curve; thence S.84°41'08"E., a distance of 139.38 feet; thence S.05°18'52"W., a distance of 176.00 feet to the POINT OF BEGINNING.

Said Tract contains 21,470 square feet or 0.4929 acres, more or less.

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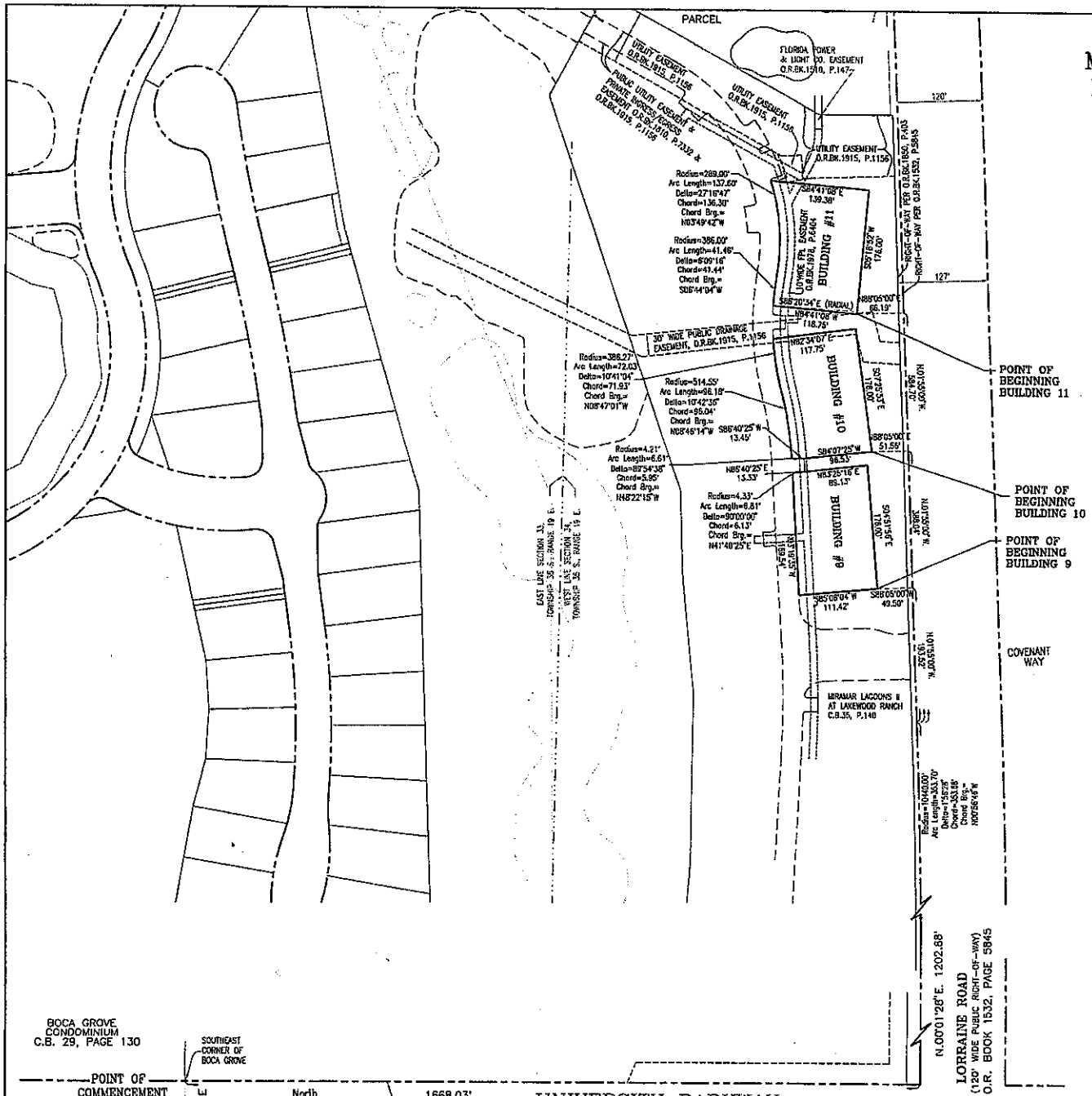
Task Code: MACP3
Project Number: S2670-122-001

CONDOMINIUM BOOK 38 PAGE 109

SHEET 2 OF 6

MIRAMAR LAGOONS AT LAKEWOOD RANCH III A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.
6. O.R.BK. = OFFICIAL RECORD BOOK
   P. = PAGE
   C.B. = CONDOMINIUM BOOK

SCALE: 1"=100'

0' 25' 50' 100' 200'

BOUNDARY SURVEY

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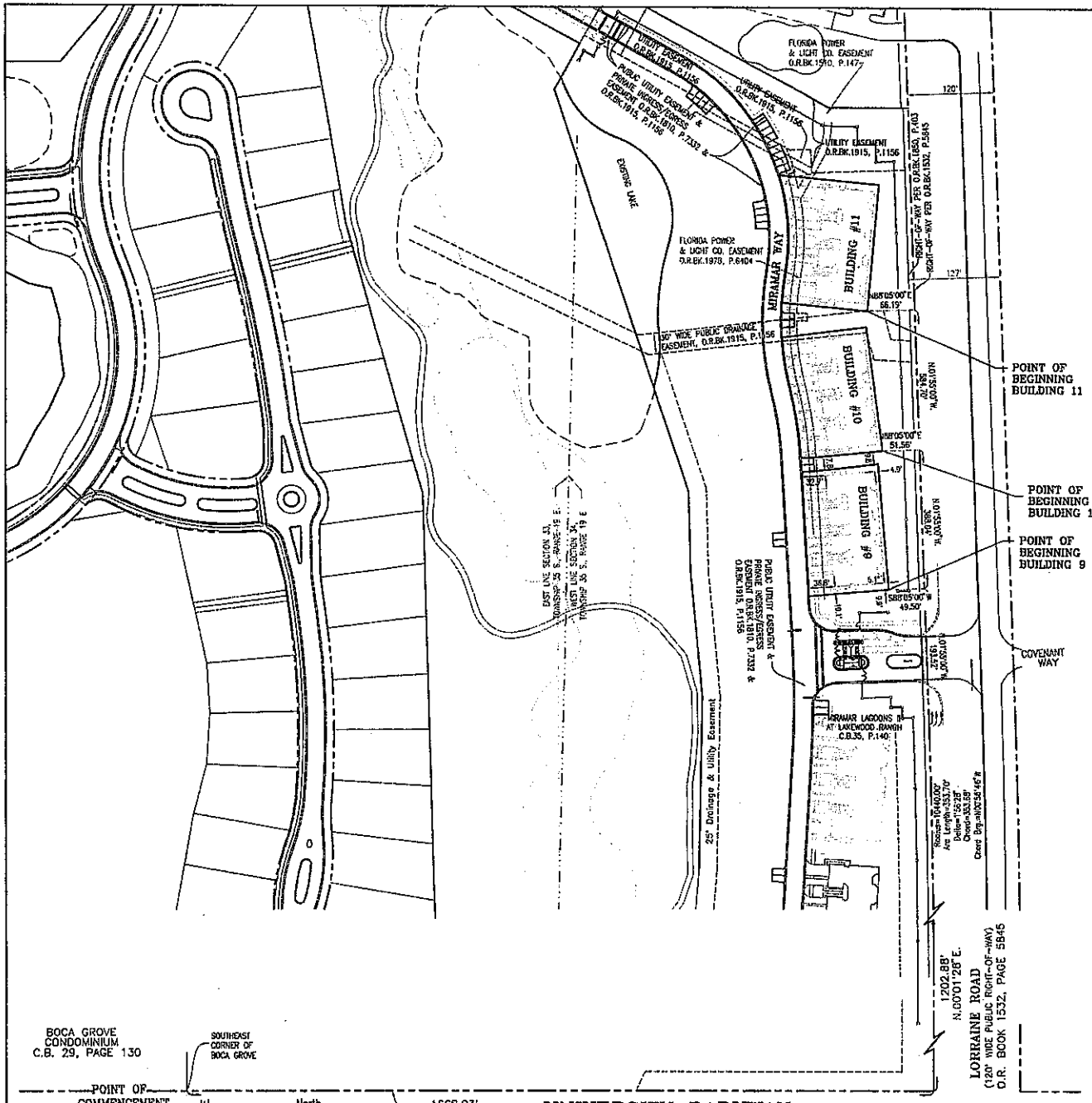
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CONDOMINIUM BOOK 38 PAGE 110

SHEET 3 OF 6

MIRAMAR LAGOONS AT LAKEWOOD RANCH III A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.
2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.
3. All easements are Private unless otherwise designated.
4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

SCALE: 1"=100'

0' 25' 50' 100' 200'

PLOT PLAN

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Task Code: MACP3

Project Number: S2670-122-001

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 38, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

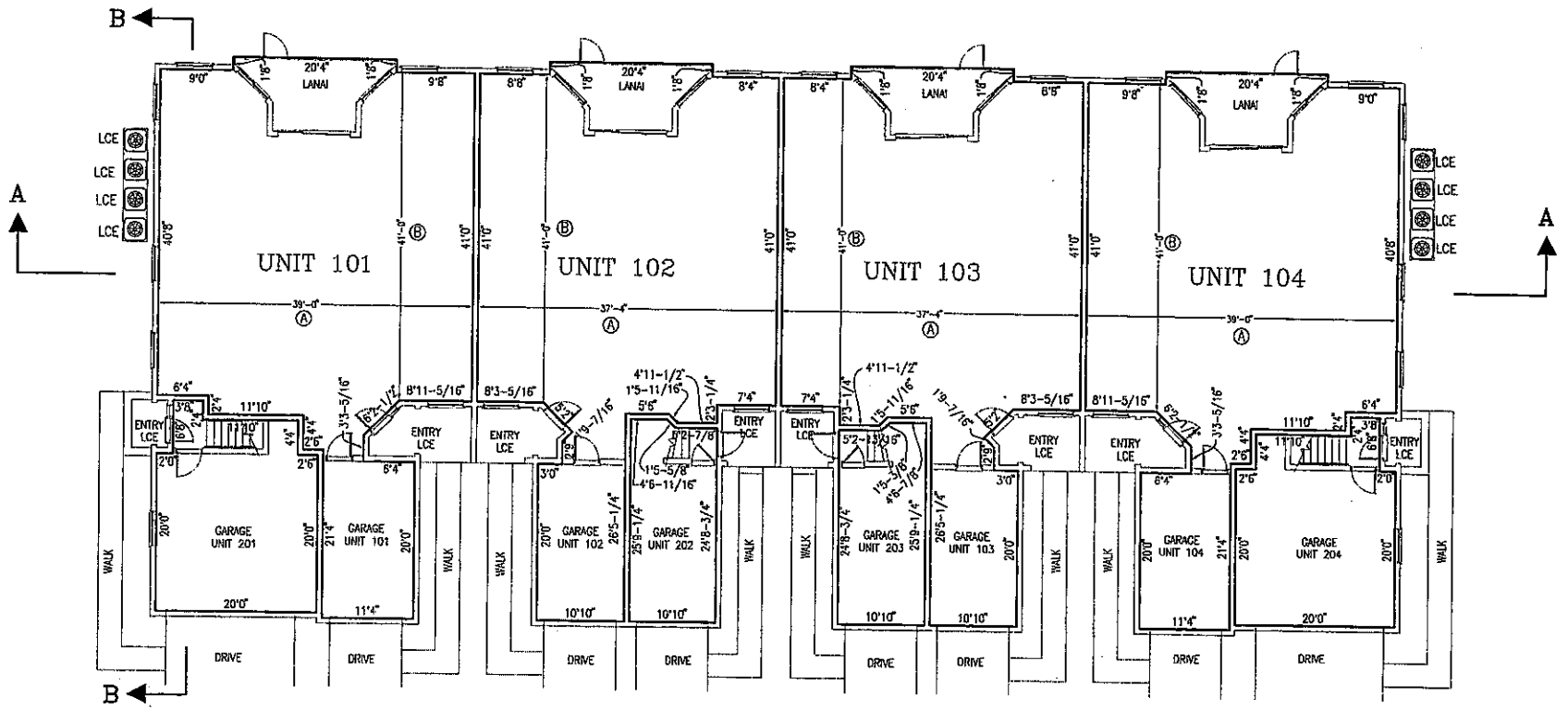
3. All easements are Private unless otherwise designated.

4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

MIRAMAR LAGOONS AT LAKEWOOD RANCH III A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 9		
101	38.65	40.90
102	36.90	40.90
103	36.90	40.90
104	38.65	40.90
BUILDING 10		
101		
102		
103		
104		
BUILDING 11		
101		
102		
103		
104		

SCALE: 1"=10'

LEGEND:

LCE - LIMITED COMMON ELEMENT
——— - UNIT BOUNDARY
——— - WALL

FIRST FLOOR

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Task Code: MACP3
Project Number: S2670-122-001

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

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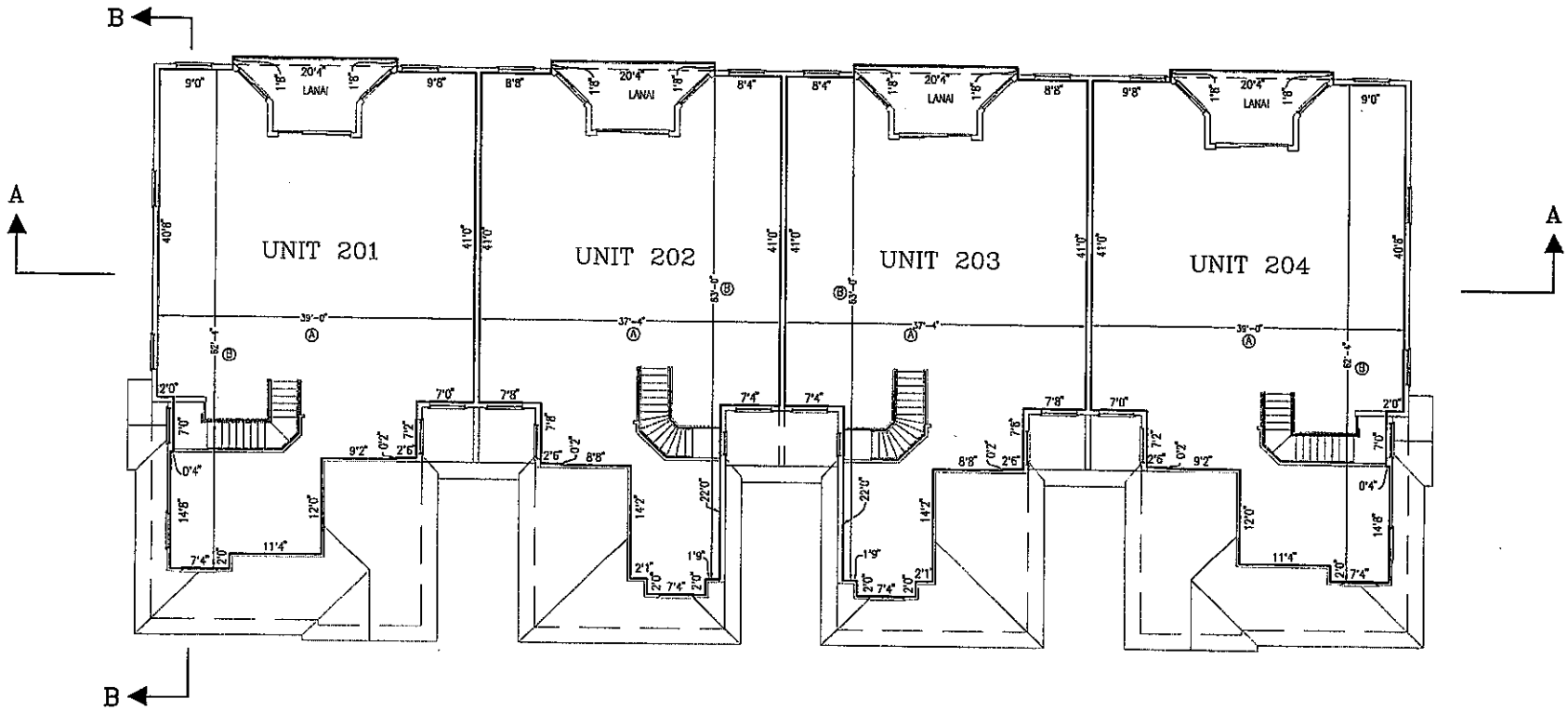
5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

CONDOMINIUM BOOK 38 PAGE 112

SHEET 5 OF 6

MIRAMAR LAGOONS AT LAKEWOOD RANCH III A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



RECORD MEASUREMENTS		
UNIT #	DIMENSION A	DIMENSION B
BUILDING 9		
201	38.65	62.40
202	36.75	63.00
203	36.75	63.00
204	38.65	62.40
BUILDING 10		
201		
202		
203		
204		
BUILDING 11		
201		
202		
203		
204		

SCALE: 1"=10'

LEGEND:

LCE – LIMITED COMMON ELEMENT

———— – UNIT BOUNDARY

———— – WALL

SECOND FLOOR UNITS

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Task Code: MACP3

Project Number: S2670-122--001

Jun 15, 2009 – 13:40:17 J:\Projects\SURV\02670\122\PLATS\LAGOONS\LAGOONS3\02670-010-002.dwg

NOTES:

1. Bearings shown are based on the SOUTH line of Section 33, having a bearing of S.89°58'32"E.

2. Elevations shown hereon are relative to the National Geodetic Vertical Datum (NGVD) of 1929 based on Bench Mark 35 and 36, with a published elevation of 30.753 feet and 31.275 feet, respectively as shown on Right-of-Way map for Upper Manatee River Road.

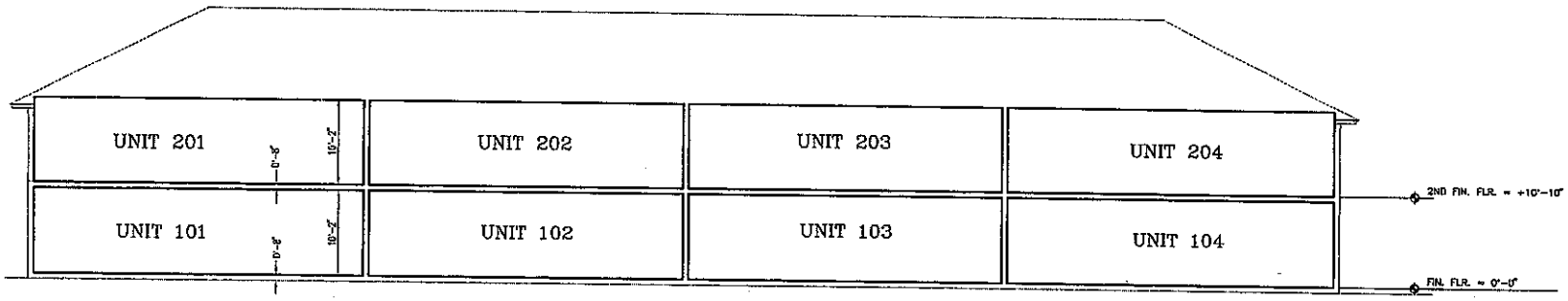
3. All easements are Private unless otherwise designated.

4. Dimensions shown hereon are proposed only. The actual dimensions may vary due to construction.

5. All areas not designated as Units or as Limited Common Elements on Sheets 3 through 6, are common elements.

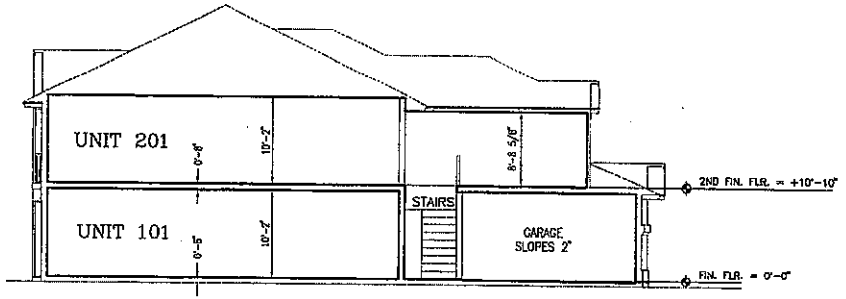
MIRAMAR LAGOONS AT LAKEWOOD RANCH III A CONDOMINIUM

IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



SECTION A–A

RECORD MEASUREMENTS	
UNIT #	FINISH FLOOR EL.
BUILDING 9	
101–104	49.85
201–204	60.68
BUILDING 10	
101–104	
201–204	
BUILDING 11	
101–104	
201–204	



SECTION B–B

SCALE: 1"=10'

0' 5' 10' 20'

FILED AND RECORDED
7/13/2009 @ 12:11 pm
R. B. SHORE, CLERK
MANATEE COUNTY, FLA

LEGEND:

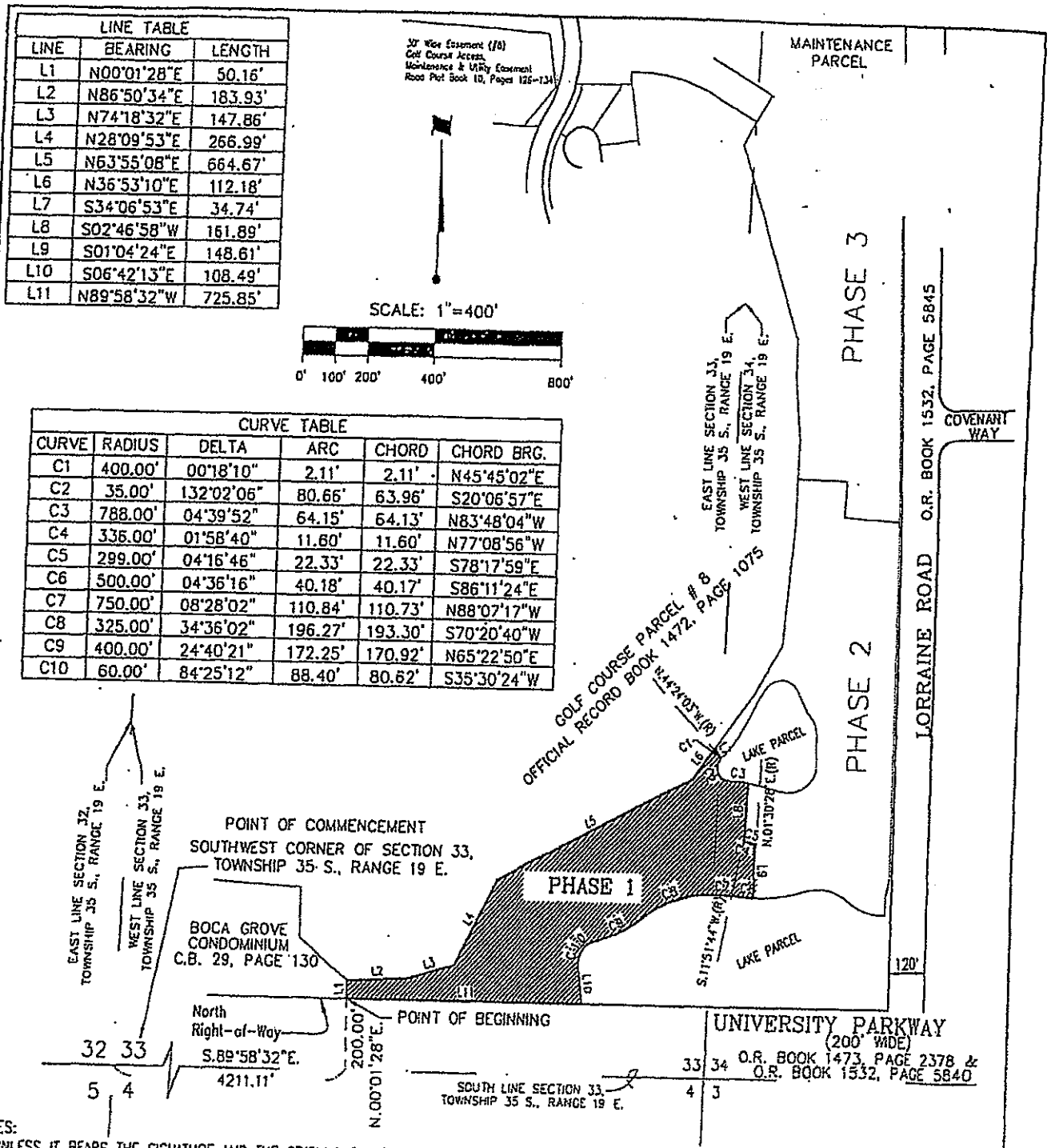
LCE – LIMITED COMMON ELEMENT
———— – UNIT BOUNDARY
———— – WALL

CROSS–SECTIONS

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Task Code: MACP3
Project Number: S2670–122–001

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°01'28"E	50.16'
L2	N86°50'34"E	183.93'
L3	N74°18'32"E	147.86'
L4	N28°09'53"E	266.99'
L5	N63°55'08"E	664.67'
L6	N36°53'10"E	112.18'
L7	S34°06'53"E	34.74'
L8	S02°46'58"W	161.89'
L9	S01°04'24"E	148.61'
L10	S06°42'13"E	108.49'
L11	N89°58'32"W	725.85'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	400.00'	00°18'10"	2.11'	2.11'	N45°45'02"E
C2	35.00'	132°02'06"	80.66'	63.96'	S20°06'57"E
C3	788.00'	04°39'52"	64.15'	64.13'	N83°48'04"W
C4	336.00'	01°58'40"	11.60'	11.60'	N77°08'56"W
C5	299.00'	04°16'46"	22.33'	22.33'	S78°17'59"E
C6	500.00'	04°36'16"	40.18'	40.17'	S86°11'24"E
C7	750.00'	08°28'02"	110.84'	110.73'	N88°07'17"W
C8	325.00'	34°36'02"	196.27'	193.30'	S70°20'40"W
C9	400.00'	24°40'21"	172.25'	170.92'	N65°22'50"E
C10	60.00'	84°25'12"	88.40'	80.62'	S35°30'24"W



NOTES:
1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER, THIS SKETCH, DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 33, BEING S.89°58'32"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Jennie W. Brannon, P.S.M.
Florida Registration No. 5041

2/20/03
Date of Signature

FOR: SMR COMMUNITIES Feb 21, 2003 - 12:42:50 J:\BRANNON\X\SUR\02670\122\2670ikk4.dwg

This is NOT a Survey

SKETCH & DESCRIPTION OF
MIRAMAR AT LAKEWOOD RANCH, PHASE 1
SECTION 33, TOWNSHIP 35 S., RANGE 19 E.,
MANATEE COUNTY, FLORIDA

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EXHIBIT "B"

TASK CODE:	DRAWN BY:	CHKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
MACPI	JWB	RRC	2670IKK4	S2670-122-001	1 OF 2	S2670-122-001-077	

DESCRIPTION OF PHASE 1:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to the POINT OF BEGINNING, said point being on the north right-of-way line of the above mentioned University Parkway, also being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence N.00°01'28"E., along the east line of said Boca Grove, a distance of 50.16 feet to a point on the south line of Golf Course Parcel #8 as recorded in Official Record Book 1472, Page 1075 of the above mentioned Public Records; thence along said Golf Course Parcel for the following five (5) calls; (1)thence N.86°50'34"E., a distance of 183.93 feet; (2) thence N.74°18'32"E., a distance of 147.86 feet; (3) thence N.28°09'53"E., a distance of 266.99 feet; (4) thence N.63°55'08"E., a distance of 664.67 feet; (5) thence N.36°53'10"E., a distance of 112.18 feet; thence S.34°06'53"E., a distance of 34.74 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies N.44°24'04"W., a radial distance of 400.00 feet; thence southwesterly along the arc of said curve, through a central angle of 00°18'10", an arc length of 2.11 feet to the point of reverse curvature of a curve to the left having a radius of 35.00 feet and a central angle of 132°02'06"; thence southerly along the arc of said curve, a distance of 80.66 feet to the point of reverse curvature of a curve to the right having a radius of 788.00 feet and a central angle of 04°39'52"; thence easterly along the arc of said curve, a distance of 64.15 feet to the end of said curve; thence S.02°46'58"W., a distance of 161.89 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.11°51'44"W., a radial distance of 336.00 feet; thence easterly along the arc of said curve, through a central angle of 01°58'40", an arc length of 11.60 feet to the point of reverse curvature of a curve to the left having a radius of 299.00 feet and a central angle of 04°16'46"; thence easterly along the arc of said curve, a distance of 22.33 feet to the end of said curve; thence S.01°04'24"E., a distance of 148.61 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies N.01°30'28"E., a radial distance of 500.00 feet; thence westerly along the arc of said curve, through a central angle of 04°36'16", an arc length of 40.18 feet to the point of reverse curvature of a curve to the left having a radius of 750.00 feet and a central angle of 08°28'02"; thence westerly along the arc of said curve, a distance of 110.84 feet to the point of compound curvature of a curve to the left having a radius of 325.00 feet and a central angle of 34°36'02"; thence westerly along the arc of said curve, an arc length of 196.27 feet to the point of reverse curvature of a curve to the right having a radius of 400.00 feet and a central angle of 24°40'21"; thence southwesterly along the arc of said curve, a distance of 172.25 feet to the point of reverse curvature of a curve to the left having a radius of 60.00 feet and a central angle of 84°25'12"; thence southwesterly along the arc of said curve, a distance of 88.40 feet to the end of said curve; thence S.06°42'13"E., a distance of 108.49 feet; thence N.89°58'32"W., a distance of 725.85 feet to the POINT OF BEGINNING.

Said Tract contains 323,149 square feet or 7.4184 acres, more or less.

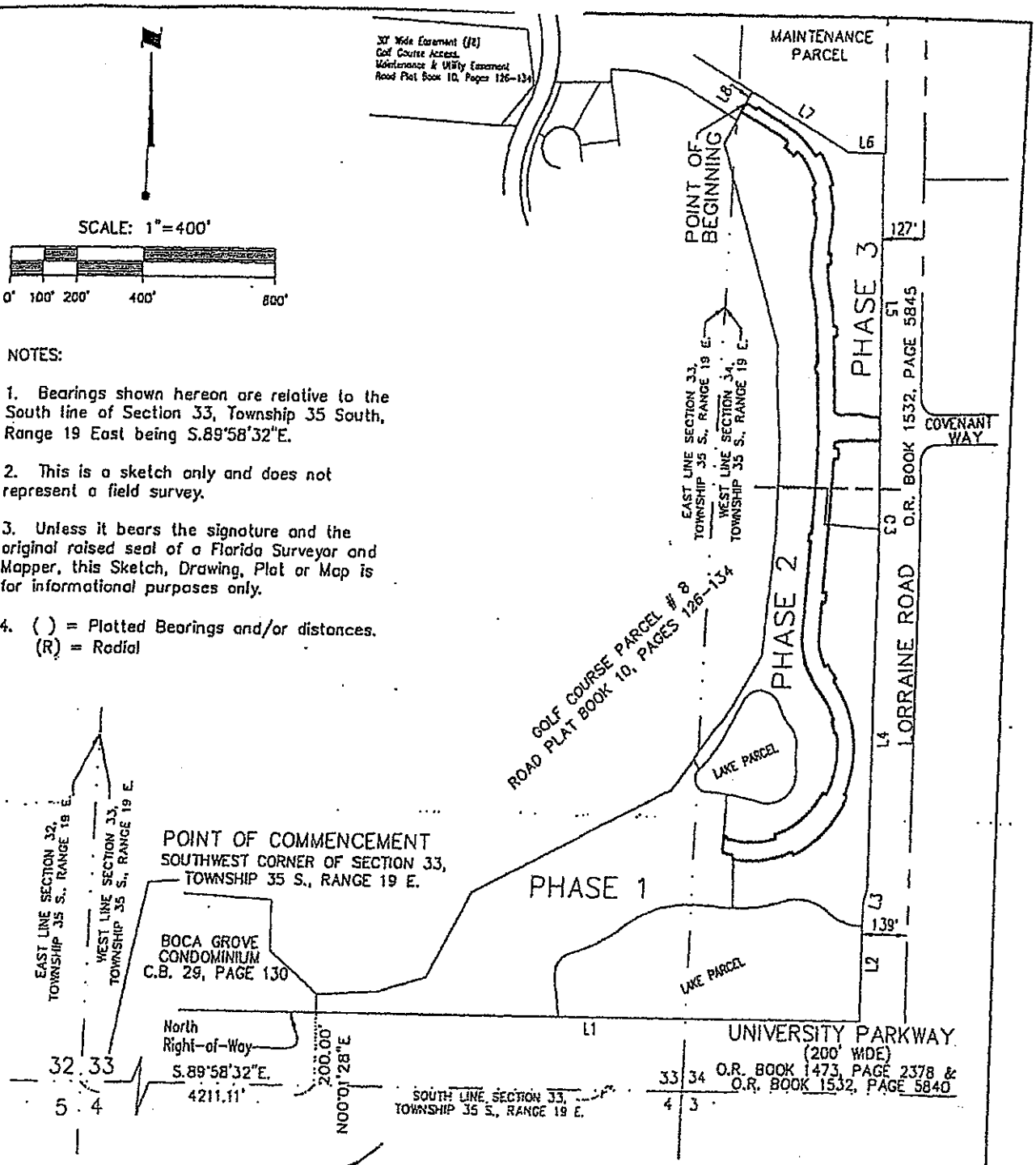
FOR: SMR COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF
MIRAMAR AT LAKEWOOD RANCH, PHASE 1
SECTION 33, TOWNSHIP 35 S., RANGE 19 E.,
MANATEE COUNTY, FLORIDA

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MACPI	JWB	RRC	2670IKK4	S2670-122-001	2 OF 2	B2670-122-001-077A	



SCALE: 1"=400'

0' 100' 200' 400' 800'

NOTES:

1. Bearings shown hereon are relative to the South line of Section 33, Township 35 South, Range 19 East being S.89°58'32"E.

2. This is a sketch only and does not represent a field survey.

3. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this Sketch, Drawing, Plat or Map is for informational purposes only.

4. ( ) = Platted Bearings and/or distances.
(R) = Radial

Robert R. Cunningham, P.S.M.
Florida Registration No. 3964

2/19/03
Date of Signature

SEE SHEETS 3 & 4 FOR CURVE & LINE DATA
SEE SHEETS 5 & 6 FOR DESCRIPTION

This is NOT a Survey.

FOR: SMR COMMUNITIES

Feb 18, 2003 - 15:02:32 MJMARTIN(X:\SUR\02670\122\2670ikk8.dwg)

SKETCH & DESCRIPTION OF
ACCESS & UTILITY EASEMENT
SECTION 33, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WilsonMiller

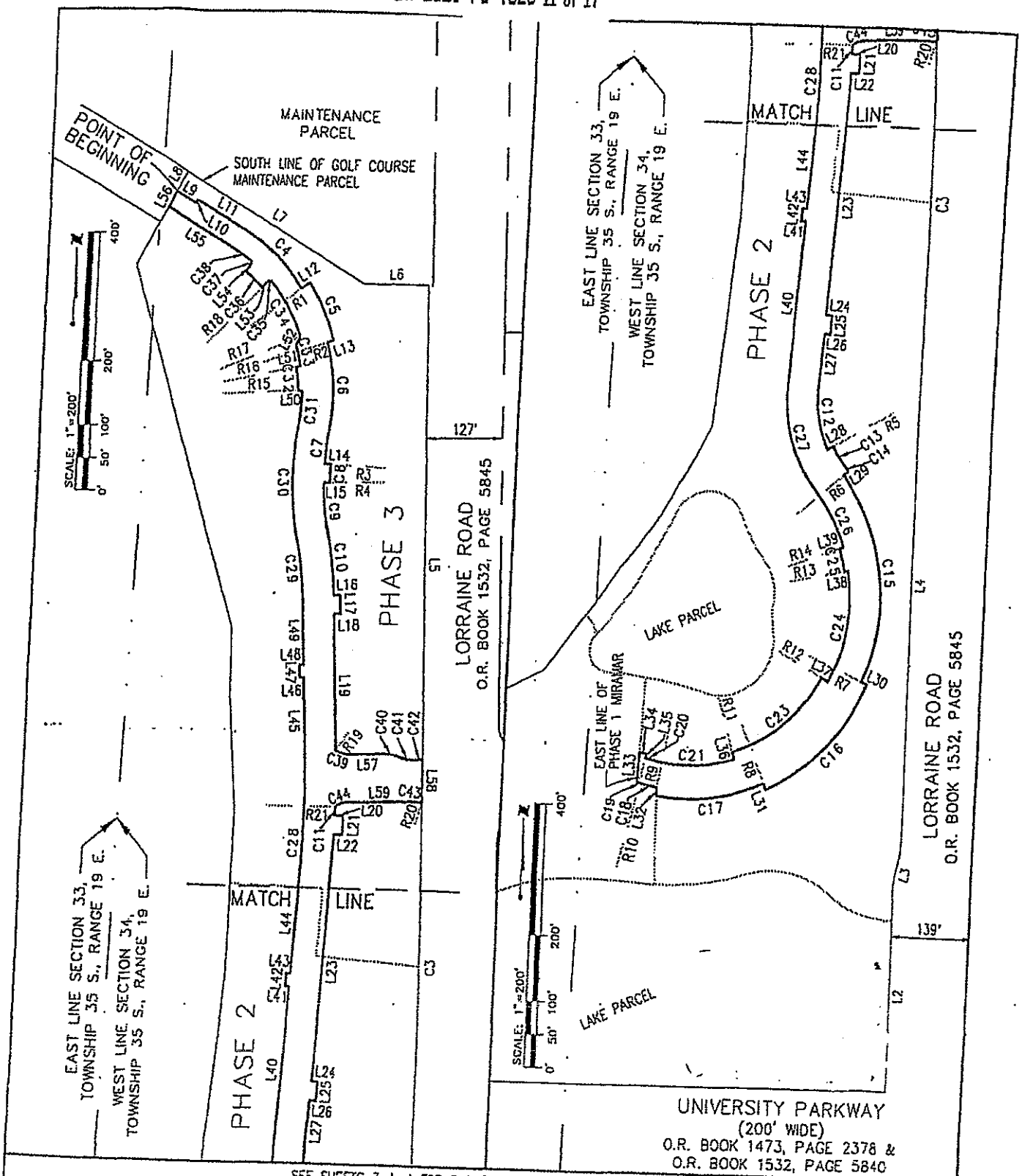
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MACPI	MJM	RRC	2673ikk8	S2670-122-001	1 OF 6	82670-122-001-081	



FOR: SMR COMMUNITIES

SEE SHEETS 3 & 4 FOR CURVE & LINE DATA
SEE SHEETS 5 & 6 FOR DESCRIPTION

This is NOT a Survey.

SKETCH & DESCRIPTION OF
ACCESS & UTILITY EASEMENT
SECTION 33, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

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MACPI	MJM	RRC	2670ikk8	S2670-122-001	2 OF 6	B2670-122-001-081	

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C3	10433.00	01°56'28"	353.46'	353.44'	N00°56'46"W
C4	295.00'	25°53'10"	133.28'	132.15'	N48°15'05"W
C5	311.67'	18°14'34"	99.23'	98.82'	N26°07'40"W
C6	301.50'	26°46'41"	140.91'	139.63'	N03°34'39"W
C7	373.50'	07°23'58"	48.23'	48.20'	S06°06'43"W
C8	363.33'	04°34'56"	29.06'	29.05'	S00°08'43"W
C9	373.50'	12°00'31"	78.28'	78.14'	S08°07'33"E
C10	526.50'	10°38'13"	97.74'	97.60'	N08°48'42"W
C11	1526.50'	00°31'03"	13.79'	13.79'	S00°21'44"E
C12	173.50'	31°56'11"	96.71'	95.46'	S12°34'22"E
C13	163.33'	12°51'59"	36.68'	36.60'	S34°51'27"E
C14	321.67'	01°44'15"	9.75'	9.75'	N40°25'19"W
C15	311.50'	62°47'57"	341.42'	324.59'	N08°09'11"W
C16	321.67'	42°29'18"	238.54'	233.11'	N44°31'25"E
C17	311.50'	33°19'43"	181.20'	178.65'	N82°27'54"E
C18	299.00'	04°16'46"	22.33'	22.33'	S78°17'59"E
C19	336.00'	01°58'40"	11.60'	11.60'	N77°08'56"W
C20	375.00'	01°17'02"	8.40'	8.40'	N76°48'07"W
C21	260.00'	31°04'33"	141.02'	139.30'	N88°18'08"E
C23	248.33'	44°21'09"	192.23'	187.47'	N50°38'48"E
C24	260.00'	39°42'29"	180.19'	176.60'	N08°40'31"E
C25	253.33'	08°25'22"	37.24'	37.21'	N15°23'11"W
C26	260.00'	21°41'49"	98.46'	97.87'	N30°26'32"W
C27	225.00'	44°41'10"	175.48'	171.07'	S18°56'51"E
C28	1475.00'	06°43'19"	173.04'	172.94'	N00°02'05"E
C29	475.00'	10°48'13"	89.57'	89.43'	N08°43'41"W
C30	425.00'	23°56'29"	177.59'	176.30'	S02°09'33"E
C31	250.00'	12°35'36"	54.95'	54.84'	N03°30'53"E
C32	243.33'	08°46'05"	37.24'	37.20'	N07°09'42"W
C33	250.00'	07°53'34"	34.44'	34.41'	N15°29'16"W
C34	261.00'	22°04'42"	100.57'	99.95'	N32°35'42"W
C35	4.33'	91°06'58"	6.89'	6.19'	N89°11'32"W
C36	243.33'	08°46'04"	37.24'	37.20'	N48°58'38"W
C37	4.33'	91°06'58"	6.89'	6.19'	N08°45'45"W
C38	261.00'	06°52'26"	31.31'	31.29'	N57°45'27"W
C39	33.00'	36°59'42"	21.31'	20.94'	S73°25'09"E
C40	77.00'	21°02'22"	28.28'	28.12'	S81°23'49"E
C41	73.00'	21°02'22"	26.81'	26.66'	S81°23'49"E
C42	36.00'	19°02'59"	11.97'	11.91'	N78°33'31"E
C43	36.00'	19°02'59"	11.97'	11.91'	N62°23'30"W
C44	33.00'	36°37'31"	21.09'	20.74'	S69°46'15"W

SEE SHEETS 1 & 2 FOR SKETCH
SEE SHEETS 5 & 6 FOR DESCRIPTION

FOR: SMR COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF
ACCESS & UTILITY EASEMENT
SECTION 33, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

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MACPI	MJM	RRC	2670ikk8	S2670-122-001	3 OF 6	B2670-122-001-081•	

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°58'32"W	1649.03'
L2	S00°01'28"W	313.50'
L3	S13°31'13"W	51.42'
L4	S00°01'28"W	839.38'
L5	S01°55'00"E	865.08'
L6	N90°00'00"E	104.31'
L7	S61°11'40"E	345.60'
L8	N28°48'20"E	35.00'
L9	S61°11'40"E	37.00'
L10	N28°48'20"E	6.00'
L11	S61°11'40"E	94.61'
L12	N55°47'33"E	16.67'
L13	S71°48'44"W	10.17'
L14	S88°27'26"E	10.17'
L15	S88°44'52"W	10.17'
L16	N86°40'25"E	10.17'
L17	S03°19'35"E	29.33'
L18	S86°40'25"W	10.17'
L19	S03°19'35"E	212.00'
L20	S89°53'27"E	13.63'
L21	S00°27'00"W	29.67'
L22	N89°12'31"W	13.63'
L23	S03°11'29"W	373.22'
L24	S86°36'16"E	10.17'
L25	S03°23'44"W	29.33'
L26	N86°36'16"W	10.17'
L27	S03°23'44"W	86.88'
L28	N59°35'14"E	10.17'
L29	S50°25'56"W	10.17'
L30	S65°42'40"E	10.17'
L31	N25°14'30"W	10.17'
L32	N01°04'24"W	12.71'
L33	N02°46'58"E	46.18'
L34	S78°20'19"E	11.90'
L35	S12°27'16"W	6.67'
L36	N18°29'05"W	11.67'
L37	S60°13'19"E	11.67'
L38	S78°40'27"W	6.67'
L39	N70°33'11"E	6.67'
L40	N03°23'44"E	255.89'
L41	N86°36'16"W	6.67'
L42	N03°23'44"E	19.33'
L43	S86°36'16"E	6.67'
L44	N03°23'44"E	150.51'

LINE TABLE		
LINE	BEARING	LENGTH
L45	N03°19'35"W	129.28'
L46	S86°40'25"W	6.67'
L47	N03°19'35"W	19.33'
L48	N86°40'25"E	6.67'
L49	N03°19'35"W	106.28'
L50	S87°03'55"W	6.67'
L51	N78°36'41"E	6.67'
L52	N28°48'20"E	14.51'
L53	S45°14'59"W	13.29'
L54	N36°47'45"E	13.29'
L55	N61°11'40"W	131.61'
L56	N28°48'20"E	28.00'
L57	N88°05'00"E	54.75'
L58	S01°55'00"E	67.94'
L59	S88°05'00"W	108.33'

RADIAL LINE TABLE		
LINE	BEARING	LENGTH
R1	S54°45'02"W	311.67'
R2	S73°02'00"W	301.50'
R3	S87°33'49"E	363.33'
R4	N87°52'43"E	373.50'
R5	N61°34'32"E	163.33'
R6	S50°26'50"W	311.50'
R7	N66°43'14"W	321.67'
R8	N24°11'57"W	311.50'
R9	N09°33'39"E	299.00'
R10	S12°33'23"W	375.00'
R11	N17°10'38"W	248.33'
R12	N61°28'15"W	260.00'
R13	S78°49'30"W	253.33'
R14	S70°24'22"W	260.00'
R15	S87°13'20"W	243.33'
R16	S78°27'31"W	250.00'
R17	S68°26'39"W	261.00'
R18	S45°24'24"W	243.33'
R19	N35°04'42"E	33.00'
R20	S17°07'59"W	36.00'
R21	S89°22'44"W	1526.50'

SEE SHEETS 1 & 2 FOR SKETCH
SEE SHEETS 5 & 6 FOR DESCRIPTION

This is NOT a Survey.

FOR: SMR COMMUNITIES

SKETCH & DESCRIPTION OF
ACCESS & UTILITY EASEMENT
SECTION 33, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

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MACPI	MJM	RRC	2670ikkB	S2670-122-001	4 OF 6	S2670-122-001-081•	

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 1649.03 to a point 19 feet west of the west right-of-way line of Lorraine Road (120 feet wide) as recorded in Official Record Book 1532, Page 5845 of the above mentioned Public Records; thence N.00°01'28"E. along said line, 19 feet west of said west right-of-way line of Lorraine Road, a distance of 313.50 feet; thence N.13°31'13"E., a distance of 51.42 feet to a point 7 feet west of said west right-of-way line; the following 3 calls are along a line 7 feet west of said right-of-way line; thence N.00°01'28"E., a distance of 839.38 feet to the point of curvature of a curve to the left having a radius of 10,433.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.46 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 865.08 feet to the south line of the Golf Course Maintenance Parcel as described on a survey prepared by WilsonMiller, Inc. and recorded in Road Plat Book 10, Pages 126 through 134 of said Public Records; the following 2 calls are along said south line; thence S.90°00'00"W., a distance of 104.31 feet; thence N.61°11'40"W., a distance of 345.60 feet; thence S.28°48'20"W., a distance of 35.00 feet to the POINT OF BEGINNING; thence S.61°11'40"E., a distance of 37.00 feet; thence N.28°48'20"E., a distance of 6.00 feet; thence S.61°11'40"E., a distance of 94.61 feet to the point of curvature of a curve to the right having a radius of 295.00 feet and a central angle of 25°53'10"; thence southeasterly along the arc of said curve, an arc length of 133.28 feet to the end of said curve; thence N.55°47'33"E. non-tangent to the last described curve, a distance of 16.67 feet to the beginning of a non-tangent curve to the right, of which the radius point lies S.54°45'02"W., a radial distance of 311.67 feet; thence southeasterly along the arc of said curve, through a central angle of 18°14'34", an arc length of 99.23 feet to the end of said curve; thence S.71°48'44"W. non-tangent to the last described curve, a distance of 10.17 feet to the beginning of a non-tangent curve to the right, of which the radius point lies S.73°02'00"W., a radial distance of 301.50 feet; thence southerly along the arc of said curve, through a central angle of 26°46'41", an arc length of 140.91 feet to the point of reverse curvature of a curve to the left having a radius of 373.50 feet and a central angle of 07°23'58"; thence southerly along the arc of said curve, a distance of 48.23 feet to the end of said curve; thence S.88°27'26"E. non-tangent to the last described curve, a distance of 10.17 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.87°33'49"E., a radial distance of 363.33 feet; thence southerly along the arc of said curve, through a central angle of 04°34'56", an arc length of 29.06 feet to the end of said curve; thence S.88°44'52"W. non-tangent to the last described curve, a distance of 10.17 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N.87°52'43"E., a radial distance of 373.50 feet; thence southerly along the arc of said curve, through a central angle of 12°00'31", an arc length of 78.28 feet to the point of reverse curvature of a curve to the right having a radius of 526.50 feet and a central angle of 10°38'13"; thence southerly along the arc of said curve, a distance of 97.74 feet to the end of said curve; thence N.86°40'25"E. non-tangent to the last described curve, a distance of 10.17 feet; thence S.03°19'35"E., a distance of 29.33 feet; thence S.86°40'25"W., a distance of 10.17 feet; thence S.03°19'35"E., a distance of 212.00 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.35°04'42"E., a radial distance of 33.00 feet; thence easterly along the arc of said curve, through a central angle of 36°59'42", an arc length of 21.31 feet to the point of tangency of said curve; thence N.88°05'00"E., a distance of 54.75 feet to the point of curvature of a curve to the right having a radius of 77.00 feet and a central angle of 21°02'22"; thence easterly along the arc of said curve, an arc length of 28.28 feet to the point of reverse curvature of a curve to the left having a radius of 73.00 feet and a central angle of 21°02'22"; thence easterly along the arc of said curve, a distance of 26.81 feet to the point of compound curvature of a curve to the left having a radius of 36.00 feet and a central angle of 19°02'59"; thence easterly along the arc of said curve, an arc length of 11.97 feet to the end of said curve, also being a point on the above mentioned line 7 feet west of Lorraine Road; thence S.01°55'00"E. non-tangent to the last described curve, a distance of 67.94 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.17°07'59"W., a radial distance of 36.00 feet; thence westerly along the arc of said curve, through a central angle of 19°02'59", an arc length of 11.97 feet to the point of tangency of said curve; thence S.88°05'00"W., a distance of 108.33 feet to the point of curvature of a curve to the left having a radius of 33.00 feet and a central angle of 36°37'31"; thence westerly along the arc of said curve, an arc length of 21.09 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.89°22'44"W., a radial distance of 1,526.50 feet; thence southerly along the arc of said curve, through a central angle of 00°31'03", an arc length of 13.79 feet to the point of tangency of said curve; thence S.89°53'27"E. non-tangent to the last described curve, a distance of 13.63 feet; thence S.00°27'00"W., a distance of 29.67 feet; thence N.89°12'31"W., a distance of 13.63 feet; thence S.03°11'29"W., a distance of 373.22 feet; thence S.86°36'16"E., a distance of 10.17 feet; thence S.03°23'44"W., a distance of 29.33 feet; thence N.86°36'16"W., a distance of 10.17 feet; thence S.03°23'44"W., a distance of 86.86 feet to the point of curvature of a curve to the left having a radius of 173.50 feet and a central angle of 31°56'11"; thence southerly along the arc of said curve, an arc length of 96.71 feet to the end of said curve; thence N.59°35'14"E. non-tangent to the last described curve, a distance of 10.17 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N.61°34'32"E., a radial distance of 163.33 feet; thence southeasterly along the arc of said curve, through a central angle of 12°51'59", an arc length of 36.66 feet to the point of reverse curvature of a curve to the right having a

(continued on sheet 6)

SEE SHEETS 1 & 2 FOR SKETCH
SEE SHEETS 3 & 4 FOR CURVE & LINE TABLES

FOR: SMR COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF
ACCESS & UTILITY EASEMENT
SECTION 33, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

WilsonMiller
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(continued from sheet 5)

radius of 321.67 feet and a central angle of 01°44'15"; thence southeasterly along the arc of said curve, a distance of 9.75 feet to the end of said curve; thence S.50°25'56"W. non-tangent to the last described curve, a distance of 10.17 feet to the beginning of a non-tangent curve to the right, of which the radius point lies S.50°26'50"W., a radial distance of 311.50 feet; thence southerly along the arc of said curve, through a central angle of 62°47'57", an arc length of 341.42 feet to the end of said curve; thence S.65°42'40"E. non-tangent to the last described curve, a distance of 10.17 feet to the beginning of a non-tangent curve to the right, of which the radius point lies N.66°43'14"W., a radial distance of 321.67 feet; thence southwesterly along the arc of said curve, through a central angle of 42°29'18", an arc length of 238.54 feet to the end of said curve; thence N.25°14'30"W. non-tangent to the last described curve, a distance of 10.17 feet to the beginning of a non-tangent curve to the right, of which the radius point lies N.24°11'57"W., a radial distance of 311.50 feet; thence westerly along the arc of said curve, through a central angle of 33°19'43", an arc length of 181.20 feet to the end of said curve, also being the easterly line of Miramar Phase 1; the following 4 calls are along said easterly line; thence N.01°04'24"W. non-tangent to the last described curve, a distance of 12.71 feet to the beginning of a non-tangent curve to the right, of which the radius point lies N.09°33'39"E., a radial distance of 299.00 feet; thence westerly along the arc of said curve, through a central angle of 04°16'46", an arc length of 22.33 feet to the point of reverse curvature of a curve to the left having a radius of 336.00 feet and a central angle of 01°58'40"; thence westerly along the arc of said curve, a distance of 11.60 feet to the end of said curve; thence N.02°46'58"E. non-tangent to the last described curve, a distance of 46.18 feet; thence S.78°20'19"E., a distance of 11.90 feet; thence S.12°27'16"W., a distance of 6.67 feet to the beginning of a non-tangent curve to the right, of which the radius point lies S.12°33'23"W., a radial distance of 375.00 feet; thence easterly along the arc of said curve, through a central angle of 01°17'02", an arc length of 8.40 feet to the point of reverse curvature of a curve to the left having a radius of 260.00 feet and a central angle of 31°04'33"; thence easterly along the arc of said curve, a distance of 141.02 feet to the end of said curve; thence N.18°29'05"W. non-tangent to the last described curve, a distance of 11.67 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N.17°10'38"W., a radial distance of 248.33 feet; thence easterly along the arc of said curve, through a central angle of 44°21'09", an arc length of 192.23 feet to the end of said curve; thence S.60°13'19"E. non-tangent to the last described curve, a distance of 11.67 feet to the beginning of a non-tangent curve to the left, of which the radius point lies N.61°28'15"W., a radial distance of 260.00 feet; thence northerly along the arc of said curve, through a central angle of 39°42'29", an arc length of 180.19 feet to the end of said curve; thence S.78°40'27"W. non-tangent to the last described curve, a distance of 6.67 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.78°49'30"W., a radial distance of 253.33 feet; thence northerly along the arc of said curve, through a central angle of 08°25'22", an arc length of 37.24 feet to the end of said curve; thence N.70°33'11"E. non-tangent to the last described curve, a distance of 6.67 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.70°24'22"W., a radial distance of 260.00 feet; thence northwesterly along the arc of said curve, through a central angle of 21°41'49", an arc length of 98.46 feet to the point of reverse curvature of a curve to the right having a radius of 225.00 feet and a central angle of 44°41'10"; thence northerly along the arc of said curve, a distance of 175.48 feet to the point of tangency of said curve; thence N.03°23'44"E., a distance of 255.89 feet; thence N.86°36'16"W., a distance of 6.67 feet; thence N.03°23'44"E., a distance of 19.33 feet; thence S.86°36'16"E., a distance of 6.67 feet; thence N.03°23'44"E., a distance of 150.51 feet to the point of curvature of a curve to the left having a radius of 1,475.00 feet and a central angle of 06°43'19"; thence northerly along the arc of said curve, an arc length of 173.04 feet to the point of tangency of said curve; thence N.03°19'35"W., a distance of 129.28 feet; thence S.86°40'25"W., a distance of 6.67 feet; thence N.03°19'35"W., a distance of 19.33 feet; thence N.86°40'25"E., a distance of 6.67 feet; thence N.03°19'35"W., a distance of 106.28 feet to the point of curvature of a curve to the left having a radius of 475.00 feet and a central angle of 10°48'13"; thence northerly along the arc of said curve, an arc length of 89.57 feet to the point of reverse curvature of a curve to the right having a radius of 425.00 feet and a central angle of 23°56'29"; thence northerly along the arc of said curve, a distance of 177.59 feet to the point of reverse curvature of a curve to the left having a radius of 250.00 feet and a central angle of 12°35'36"; thence northerly along the arc of said curve, a distance of 54.95 feet to the end of said curve; thence S.87°03'55"W. non-tangent to the last described curve, a distance of 6.67 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.87°13'20"W., a radial distance of 243.33 feet; thence northerly along the arc of said curve, through a central angle of 08°46'05", an arc length of 37.24 feet to the end of said curve; thence N.78°36'41"E. non-tangent to the last described curve, a distance of 6.67 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.78°27'31"W., a radial distance of 250.00 feet; thence northerly along the arc of said curve, through a central angle of 07°53'34", an arc length of 34.44 feet to the end of said curve; thence N.28°48'20"E. non-tangent to the last described curve, a distance of 14.51 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.68°26'39"W., a radial distance of 261.00 feet; thence northwesterly along the arc of said curve, through a central angle of 22°04'42", an arc length of 100.57 feet to the point of compound curvature of a curve to the left having a radius of 4.33 feet and a central angle of 91°06'58"; thence westerly along the arc of said curve, an arc length of 6.89 feet to the point of tangency of said curve; thence S.45°14'59"W., a distance of 13.29 feet to the beginning of a non-tangent curve to the left, of which the radius point lies S.45°24'24"W., a radial distance of 243.33 feet; thence northwesterly along the arc of said curve, through a central angle of 08°46'04", an arc length of 37.24 feet to the end of said curve; thence N.36°47'45"E. non-tangent to the last described curve, a distance of 13.29 feet to the point of curvature of a curve to the left having a radius of 4.33 feet and a central angle of 91°06'58"; thence northerly along the arc of said curve, an arc length of 6.89 feet to the point of compound curvature of a curve to the left having a radius of 261.00 feet and a central angle of 06°52'26"; thence northwesterly along the arc of said curve, an arc length of 31.31 feet to the point of tangency of said curve; thence N.61°11'40"W., a distance of 131.61 feet; thence N.28°48'20"E., a distance of 28.00 feet to the POINT OF BEGINNING.

Said tract contains 130,891 square feet or 3.0049 acres, more or less.

SEE SHEETS 1 & 2 FOR SKETCH
SEE SHEETS 3 & 4 FOR CURVE & LINE TABLES
This is NOT a Survey.

FOR: SMR COMMUNITIES

SKETCH & DESCRIPTION OF
ACCESS & UTILITY EASEMENT
SECTION 33, TOWNSHIP 35 SOUTH,
RANGE 19 EAST, MANATEE COUNTY, FLORIDA

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LEGAL DESCRIPTION of PHASE 2, PARCEL A (as prepared by the certifying Surveyor and Mapper):

A tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being a point on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Corrective Warranty Deed recorded in Official Record Book 1532, Page 5840 of the Public Records on Manatee County, Florida; thence S.89°58'32"E. along the south line of said Section 33, also being the said south right-of-way line, a distance of 4,211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, also being the southeast corner of Boca Grove Condominiums as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E. along said north right-of-way line, a distance of 1,599.03 feet to the point of curvature of a curve to the left, also being the west line of Lorraine Road as recorded in Public Records Book 1850, Page 403 of said Public Records, having a radius of 50.00 feet and a central angle of 90°00'00"; the following 2 calls are along said west line of Lorraine Road; thence northeasterly along the arc of said curve, an arc length of 78.54 feet to the point of tangency of said curve; thence N.00°01'28"E., a distance of 210.57 feet to the POINT OF BEGINNING, also being the point of curvature of a curve to the right, of which the radius point lies N.01°25'36"W., a radial distance of 171.15 feet; thence westerly along the arc of said curve, through a central angle of 39°51'29", an arc length of 119.06 feet to the point of reverse curvature of a curve to the left having a radius of 150.00 feet and a central angle of 54°52'06"; thence westerly along the arc of said curve, a distance of 143.65 feet to the point of reverse curvature of a curve to the right having a radius of 500.00 feet and a central angle of 17°56'41"; thence westerly along the arc of said curve, a distance of 156.60 feet to the end of said curve, also being the southeast corner of Phase 1 as recorded in Official Record Book 1810, Page 7315 of said Public Records; thence N.01°04'24"W. along said east line, non-tangent to the last described curve, a distance of 135.90 feet to a point on the east line of an Access & Utility Easement, described in Official Record Book 1810, Page 7315 of said Public Records, said point being the point of curvature of a non-tangent curve to the left, of which the radius point lies N.09°07'46"E., a radial distance of 311.50 feet; the following twenty-one (21) calls are along said easterly line; thence easterly along the arc of said curve, through a central angle of 33°19'43", an arc length of 181.20 feet to the end of said curve; thence S.25°14'30"E. along a line non-tangent to the last described curve, a distance of 10.17 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.24°13'56"W., a radial distance of 321.67 feet; thence northeasterly along the arc of said curve, through a central angle of 42°29'18", an arc length of 238.54 feet to the end of said curve; thence N.65°42'40"W. along a line non-tangent to the last described curve, a distance of 10.17 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.66°45'12"W., a radial distance of 311.50 feet; thence northerly along the arc of said curve, through a central angle of 62°47'57", an arc length of 341.42 feet to the end

of said curve; thence N.50°25'56"E. along a line non-tangent to the last described curve, a distance of 10.17 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.50°26'49"W., a radial distance of 321.67 feet; thence northwesterly along the arc of said curve, through a central angle of 01°44'15", an arc length of 9.75 feet to the point of reverse curvature of a curve to the right having a radius of 163.33 feet and a central angle of 12°51'59"; thence northwesterly along the arc of said curve, a distance of 36.68 feet to the end of said curve; thence S.59°35'14"W. along a line non-tangent to the last described curve, a distance of 10.17 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies N.61°27'32"E., a radial distance of 173.50 feet; thence northerly along the arc of said curve, through a central angle of 31°56'11", an arc length of 96.71 feet to the point of tangency of said curve; thence N.03°23'44"E., a distance of 86.88 feet; thence S.86°36'16"E., a distance of 10.17 feet; thence N.03°23'44"E., a distance of 29.33 feet; thence N.86°36'16"W., a distance of 10.17 feet; thence N.03°11'29"E., a distance of 373.22 feet; thence S.89°12'31"E., a distance of 13.63 feet; thence N.00°27'00"E., a distance of 29.67 feet; thence N.89°53'27"W., a distance of 13.63 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.89°53'48"W., a radial distance of 1,526.50 feet; thence northerly along the arc of said curve, through a central angle of 00°31'03", an arc length of 13.79 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.38°32'31"E., a radial distance of 33.00 feet; thence easterly along the arc of said curve, through a central angle of 36°37'31", an arc length of 21.09 feet to the point of tangency of said curve; thence N.88°05'00"E., a distance of 108.33 feet to the point of curvature of a curve to the right having a radius of 36.00 feet and a central angle of 19°02'59"; thence easterly along the arc of said curve, an arc length of 11.97 feet to the end of said curve, also being a point on the above mentioned west line of Lorraine Road; the following 5 calls are along said west line; thence S.01°55'00"E. along a line non-tangent to the last described curve, a distance of 62.37 feet to the point of curvature of a curve to the right having a radius of 10,433.00 feet and a central angle of 01°56'28"; thence southerly along the arc of said curve, an arc length of 353.46 feet to the point of tangency of said curve; thence S.00°01'28"W., a distance of 839.38 feet; thence S.13°31'13"W., a distance of 51.42 feet; thence S.00°01'28"W., a distance of 52.93 feet to the POINT OF BEGINNING.

Said tract contains 210,623 square feet or 4.8352 acres, more or less.

LEGAL DESCRIPTION of PHASE 2, PARCEL B (as prepared by the certifying Surveyor and Mapper):

A tract lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of Section 33, Township 35 South, Range 19 East, said point being a point on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and

Corrective Warranty Deed recorded in Official Record Book 1532, Page 5840 of the Public Records on Manatee County, Florida; thence S.89°58'32"E. along the south line of said Section 33, also being the said south right-of-way line, a distance of 4,211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of said University Parkway, also being the southeast corner of Boca Grove Condominiums as recorded in Condominium Book 29, Page 130 of said Public Records and the southwest corner of Phase I, recorded in Official Record Book 1810, Page 7315 of said Public Records; thence S.89°58'32"E. along said north right-of-way line and the southerly line of said Phase 1, a distance of 1,599.03 feet to the point of curvature of a curve to the left, also being the west line of Lorraine Road as recorded in Public Records Book 1850, Page 403 of said Public Records, having a radius of 50.00 feet and a central angle of 90°00'00"; the following 6 calls are along said west line of Lorraine Road; thence northeasterly along the arc of said curve, an arc length of 78.54 feet to the point of tangency of said curve; thence N.00°01'28"E., a distance of 263.50 feet; thence N.13°31'13"E., a distance of 51.42 feet; thence N.00°01'28"E., a distance of 839.38 feet to the point of curvature of a curve to the left having a radius of 10,433.00 feet and a central angle of 01°56'28"; thence northerly along the arc of said curve, an arc length of 353.46 feet to the point of tangency of said curve; thence N.01°55'00"W., a distance of 130.31 feet to the POINT OF BEGINNING, being a point on the easterly line of an Access & Utility Easement, recorded in Official Record Book 1810, Page 7315 of said Public Records, said point also being the point of curvature of a curve to the right, of which the radius point lies N.20°57'59"W., a radial distance of 36.00 feet; the following twenty-three (23) calls are along said easterly line; thence westerly along the arc of said curve, through a central angle of 19°02'59", an arc length of 11.97 feet to the point of compound curvature of a curve to the right having a radius of 73.00 feet and a central angle of 21°02'22"; thence westerly along the arc of said curve, an arc length of 26.81 feet to the point of reverse curvature of a curve to the left having a radius of 77.00 feet and a central angle of 21°02'22"; thence westerly along the arc of said curve, a distance of 28.28 feet to the point of tangency of said curve; thence S.88°05'00"W., a distance of 54.75 feet to the point of curvature of a curve to the right having a radius of 33.00 feet and a central angle of 36°59'42"; thence westerly along the arc of said curve, an arc length of 21.31 feet to the end of said curve; thence N.03°19'35"W. along a line non-tangent to the last described curve, a distance of 212.00 feet; thence N.86°40'25"E., a distance of 10.17 feet; thence N.03°19'35"W., a distance of 29.33 feet; thence S.86°40'25"W., a distance of 10.17 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.86°30'25"W., a radial distance of 526.50 feet; thence northerly along the arc of said curve, through a central angle of 10°38'13", an arc length of 97.74 feet to the point of reverse curvature of a curve to the right having a radius of 373.50 feet and a central angle of 12°00'31"; thence northerly along the arc of said curve, a distance of 78.28 feet to the end of said curve; thence N.88°44'52"E. along a line non-tangent to the last described curve, a distance of 10.17 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies N.87°51'15"E., a radial distance of 363.33 feet; thence northerly along the arc of said curve, through a central angle of 04°34'56", an arc length of 29.06 feet to the end of said curve; thence N.88°27'26"W. along a line non-tangent to the last described curve, a distance of 10.17 feet to the point of curvature of a non-tangent curve to the right, of

which the radius point lies S.87°35'16"E., a radial distance of 373.50 feet; thence northerly along the arc of said curve, through a central angle of 07°23'58", an arc length of 48.23 feet to the point of reverse curvature of a curve to the left having a radius of 301.50 feet and a central angle of 26°46'41"; thence northerly along the arc of said curve, a distance of 140.91 feet to the end of said curve; thence N.71°48'44"E. along a line non-tangent to the last described curve, a distance of 10.17 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.72°59'37"W., a radial distance of 311.67 feet; thence northwesterly along the arc of said curve, through a central angle of 18°14'34", an arc length of 99.23 feet to the end of said curve; thence S.55°47'33"W. along a line non-tangent to the last described curve, a distance of 16.67 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies S.54°41'30"W., a radial distance of 295.00 feet; thence northwesterly along the arc of said curve, through a central angle of 25°53'10", an arc length of 133.28 feet to the point of tangency of said curve; thence N.61°11'40"W., a distance of 94.61 feet; thence S.28°48'20"W., a distance of 6.00 feet; thence N.61°11'40"W., a distance of 37.00 feet to a point on the east line of the Ingress/Egress Easement as recorded in Official Records Book 1810, Page 7332 of said Public Records; thence N.28°48'20"E. along said east line of the Ingress/Egress Easement, a distance of 35.00 feet to a point on the south line of the Legacy Golf Course Maintenance Parcel as recorded in Road Plat Book 10, Pages 126 through 134 of said Public Records; the following 2 calls are along said south line of the Maintenance Parcel thence S.61°11'40"E., a distance of 345.60 feet; thence N.90°00'00"E., a distance of 104.31 feet to a point on the above mentioned west line of Lorraine Road; thence S.01°55'00"E. along said west line of Lorraine Road, a distance of 734.77 feet to the POINT OF BEGINNING.

Said tract contains 123,190 square feet or 2.8281 acres, more or less.

LAKE #1:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at the southwest corner of said Section 33, said point being on the south right-of-way line of University Parkway (200-foot wide public right-of-way) as recorded in Official Record Book 1473, Page 2378 and Official Record Book 1532, Page 5840 of the Public Records of Manatee County, Florida; thence S.89°58'32"E., along the south line of said Section 33, also being said south right-of-way line, a distance of 4211.11 feet; thence N.00°01'28"E., a distance of 200.00 feet to a point on the north right-of-way line of the above mentioned University Parkway, also being the southeast corner of Boca Grove Condominium as recorded in Condominium Book 29, Page 130 of said Public Records; thence S.89°58'32"E., along said north right-of-way line, a distance of 725.85 feet to the POINT OF BEGINNING; thence N.06°42'13"W., a distance of 108.49 feet to the point of curvature of a curve to the right having a radius of 60.00 feet and a central angle of 84°25'12"; thence northeasterly along the arc of said curve, an arc length of 88.40 feet to the point of reverse curvature of a curve to the left having a radius of 400.00 feet and a central angle of 24°40'21"; thence northeasterly along the arc of said curve, a distance of 172.25 feet to the point of reverse curvature of a curve to the right having a radius of 325.00 feet and a central angle of 34°36'02"; thence easterly along the arc of said curve, a distance of 196.27 feet to the point of compound curvature of a curve to the right having a radius of 750.00 feet and a central angle of 08°28'02"; thence easterly along the arc of said curve, an arc length of 110.84 feet to the point of reverse curvature of a curve to the left having a radius of 500.00 feet and a central angle of 04°36'16"; thence easterly along the arc of said curve, a distance of 40.18 feet to a point herein after referred to as POINT A; thence continue easterly along the arc of said curve, through a central angle of 17°56'41", an arc length of 156.60 feet to the point of reverse curvature of a curve to the right having a radius of 150.00 feet and a central angle of 54°52'06"; thence easterly along the arc of said curve, a distance of 143.64 feet to the point of reverse curvature of a curve to the left having a radius of 171.15 feet and a central angle of 39°51'29"; thence easterly along the arc of said curve, a distance of 119.06 feet to a point 19.00 feet west of the west right-of-way line of Lorraine Road (120-foot wide public right-of-way) as recorded in Official Record Book 1532, Page 5845 of the above mentioned Public Records; thence S.00°01'28"W., parallel with and 19.00 feet west of said west right-of-way line, a distance of 210.57 feet to the point of curvature of a curve to the right having a radius of 50.00 feet and a central angle of 90°00'00"; thence southwesterly along the arc of said curve, an arc length of 78.54 feet to the point of tangency of said curve; thence N.89°58'32"W., along the above mentioned north right-of-way line, a distance of 873.18 feet to the POINT OF BEGINNING.

Said Tract contains 258,117 square feet or 5.9255 acres, more or less.DESCRIPTION:

LAKE #2:

A Tract lying in Sections 33 and 34, Township 35 South, Range 19 East, Manatee County, Florida and described as follows:

Commence at POINT A, as described above; thence N.01°04'24"W., a distance of 148.61 feet to the point of curvature of a non-tangent curve to the right of which the radius point lies N.09°33'39"E., a radial distance of 299.00 feet; thence westerly along the arc of said curve, through a central angle of 04°16'46", an arc length of 22.33 feet to a point of reverse curvature of a curve to the left having a radius of 336.00 feet and a central angle of 01°58'40"; thence westerly along the arc of said curve, an arc length of 11.60 feet to the end of said curve; thence N.02°46'58"E., a distance of 161.89 feet to the POINT OF BEGINNING, said point being the point of curvature of a curve to the left, of which the radius point lies S.06°31'52"W., a radial distance of 788.00 feet; thence westerly along the arc of said curve, through a central angle of 04°39'52", an arc length of 64.15 feet to the point of reverse curvature of a curve to the right having a radius of 35.00 feet and a central angle of 132°02'06"; thence northerly along the arc of said curve, a distance of 80.66 feet to the point of reverse curvature of a curve to the left having a radius of 400.00 feet and a central angle of 17°46'47"; thence northeasterly along the arc of said curve, a distance of 124.13 feet to the point of tangency of said curve; thence N.28°07'20"E., a distance of 109.03 feet to the point of curvature of a curve to the right having a radius of 60.00 feet and a central angle of 130°19'27"; thence easterly along the arc of said curve, an arc length of 136.48 feet to the point of reverse curvature of a curve to the left having a radius of 250.00 feet and a central angle of 18°22'48"; thence southeasterly along the arc of said curve, a distance of 80.20 feet to the point of reverse curvature of a curve to the right having a radius of 75.00 feet and a central angle of 41°07'37"; thence southerly along the arc of said curve, a distance of 53.84 feet to the point of compound curvature of a curve to the right having a radius of 250.00 feet and a central angle of 04°04'36"; thence southerly along the arc of said curve, an arc length of 17.79 feet to the point of reverse curvature of a curve to the left having a radius of 150.00 feet and a central angle of 15°49'23"; thence southerly along the arc of said curve, a distance of 41.42 feet to the point of reverse curvature of a curve to the right having a radius of 87.00 feet and a central angle of 116°25'41"; thence southwesterly along the arc of said curve, a distance of 176.79 feet to the point of reverse curvature of a curve to the left having a radius of 788.00 feet and a central angle of 07°20'38"; thence westerly along the arc of said curve, a distance of 101.00 feet to the POINT OF BEGINNING.

Said Tract contains 64,015.167 square feet or 1.469586 acres, more or less.

FOR: SMR COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF
MIRAMAR AT LAKEWOOD RANCH, LAKES
SECTION 33, TOWNSHIP 35 S., RANGE 19 E.,
MANATEE COUNTY, FLORIDA

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RESTATED

ARTICLES OF INCORPORATION OF MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.

The following are adopted as the Articles of Incorporation of Miramar at Lakewood Ranch Condominium Association, Inc.

ARTICLE 1
NAME OF CORPORATION AND PRINCIPAL ADDRESS

1.1 Name and Address. The name of this corporation is Miramar at Lakewood Ranch Condominium Association, Inc. (herein referred to as the "Association"). The principal office shall be located at 9031 Town Center Pkwy, Bradenton, FL 34202. The Directors may change the location of the office, as needed.

ARTICLE II
PURPOSES

2.1 Purpose. The general nature, object and purposes of the Association are:

(a) To accept and hold title to, and manage and administer the use of, the Common Areas of that certain property to be known as "Miramar at Lakewood Ranch", which property is located in Manatee County, Florida, and is more particularly described in that certain document entitled "Miramar at Lakewood Ranch Master Covenants," which is recorded in the Public Records of Manatee County, Florida (Master Covenants).

(b) To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all residential owners or tenants in Miramar at Lakewood Ranch, including, without limitation, the guardhouses and gates, roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, Lifestyle Center, swimming pool and hot tub, parks, landscaping, conservation areas and other similar common areas (and the improvements thereon) as may be set aside by the Developer of Miramar at Lakewood Ranch or transferred from time to time to the Association for the common use and benefit of all residential owners or tenant in Miramar at Lakewood Ranch, which areas are herein collectively referred to as "Common Area."

(c) To take such action as may be deemed appropriate to promote the health, safety and social welfare of the residential owners or tenants within Miramar at Lakewood Ranch.

(d) To provide, purchase, acquire, replace, improve, maintain, and/or repair all improvements of the Common Areas including, without limitation, buildings, structures, streets,



recreational areas, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the residential owners or tenants in Miramar at Lakewood Ranch as the Board of Directors in its discretion may determine necessary or appropriate.

(e) To furnish or otherwise provide for private security, fire protection and such other services as the Board of Directors in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

(f) To undertake and carry out all of the duties and obligations which may be assigned to it as the Association under the terms and provisions of the Master Covenants or any declarations of restrictions, cooperative bylaws, or condominium declarations applicable to the real property in Miramar at Lakewood Ranch.

(g) To operate without profit and for the sole and exclusive benefit of owners of property in Miramar at Lakewood Ranch.

(h) To manage and operate MIRAMAR AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 01972, Page 5773 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2038, Page 6911 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2135, Page 7686 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2305, Page 2474 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2010, Page 1187 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2173, Page 702 et seq. of the Public Records of Manatee County, Florida; and MIRAMAR LINKS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2408, Page 7305 et seq. of the Public Records of Manatee County, Florida (each hereinafter referred to as "a Condominium" and together as "the Condominiums").

ARTICLE III
GENERAL POWERS

3.1 Powers. The Association shall have all the powers and duties set forth in the Master Covenants, the laws of the State of Florida and these Articles of Incorporation, along with all the powers and duties reasonably necessary to maintain and manage the Association pursuant to the

Master Covenants as it may be amended from time to time, including but not limited to the following:

(a) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(b) To establish budgets and to fix assessments to be levied against the assessable property in Miramar at Lakewood Ranch pursuant to the Master Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including reasonable contingency funds for the ensuing year and reasonable annual reserves for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(c) To enter into agreements with condominium associations, the Village Association, and other property owners associations for the collection of such assessments.

(d) To place liens against any property subject to assessment in Miramar at Lakewood Ranch for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

(e) To hold funds solely and exclusively for the benefit of the owners of property in Miramar at Lakewood Ranch for the purposes set forth in these Articles of Incorporation.

(f) To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

(g) To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

(h) To charge recipients of services rendered by the Association and users of property of the Association as deemed appropriate by the Board of Directors.

(i) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

(j) To borrow money for the acquisition of property or for any other lawful purposes of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

(k) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association, the terms and provisions of the Master Covenants, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of Miramar at Lakewood Ranch, specifically including the Condominiums.

(l) In general, to have all powers that are or may be conferred upon a corporation not for profit by the laws of the State of Florida and the common law, except as prohibited herein.

(m) To protect, maintain, repair, replace and operate the surface water management system within Miramar at Lakewood Ranch, including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements in accordance with the lawful governmental authority, including but not limited to governmental regulations imposed by the Southwest Florida Water Management District and Manatee County.

3.2 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Master Covenants, these Articles of Incorporation and the Bylaws of the Association.

3.3 Limitation on Exercise of Power. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Master Covenants and the Bylaws of the Association.

ARTICLE IV
MEMBERS

4.1 Members. The Members of the corporation shall consist of all Unit Owners of the Condominiums.

4.2 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner.

4.3 Voting. On all matters to which the Members shall be entitled to vote directly, each Member shall be entitled to one vote for each of its assessments shares. Unless a different vote is required by the Master Covenants, the Declaration of Condominium of any of the

Condominiums, these Articles of Incorporation or the Bylaws of the Association, a simple majority shall rule.

ARTICLE V
BOARD OF DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors.

5.2 Members. Each Director shall be a Member or the spouse of a Member.

5.3 Election of Directors. The Board of Directors shall be elected at-large, with no specific amount of Directors required to be from any of the Condominiums.

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

Ronald Mustari 290 Cocoanut Ave. Sarasota, Florida 34236	President
Daniel R. Lucas 290 Cocoanut Ave. Sarasota, Florida 34236	Vice-President
J.S. Andrews 290 Cocoanut Ave. Sarasota, Florida 34236	Secretary/Treasurer

ARTICLE VI
OFFICERS

6.1 Officers. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. The President and Vice President shall be elected from among the membership of the Board of Directors at its first meeting following the annual meeting of the Members of the Association. The Secretary and Treasurer shall also be elected at the annual meeting of the Board of Directors. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. Such officers under the direction of the Board of Directors shall administer the affairs of the Association. Officers shall be elected for a term of one (1) year in accordance with

the procedure set forth in the Bylaws. The initial officers of the corporation are set forth in Article V hereof.

ARTICLE VII
CORPORATE EXISTENCE

7.1 Term. The Association shall have perpetual existence.

ARTICLE VIII
BYLAWS

8.1 Bylaws. The Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX
AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

9.1 Proposal and Notice. An amendment to these Articles of Incorporation may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within ninety (90) days of delivery of the petition to the Board membership.

9.2 Approval. A proposed amendment must be approved by not less than a majority of the voting interests of the Association.

9.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Manatee County, Florida.

ARTICLE X
REGISTERED OFFICE AND REGISTERED AGENT

10.1 Address and Registered Agent. The registered office of the corporation shall be at 290 Cocoanut Ave., Sarasota, Florida 34236 and the registered agent at such address shall be Ronald Mustari.

ARTICLE XI
BUDGET AND EXPENDITURES

11.1 Budgets. The Board of Directors shall annually adopt budgets for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable property in Miramar at Lakewood Ranch, which budgets shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

ARTICLE XII
SUBSCRIBER

12.1 Subscriber: The name and street address of the initial subscriber of these Articles is Ronald Mustari, 290 Cocoanut Ave., Sarasota, Florida 34236.

ARTICLE XIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

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

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

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

14.1 Expiration of Term. Upon expiration of the term of the Master Covenants, the Association may be dissolved upon a resolution to that effect being approved by Members representing two-thirds of the assessment shares.

14.2 Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(b) All remaining assets of the proceeds from the sale of such assets, shall be distributed among the Members in proportion to the assessment shares of each Member of the Association.

RESTATED

BYLAWS
OF
MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.

Miramar at Lakewood Ranch Condominium Association, Inc., hereinafter referred to as the "Association," a corporation not for profit organized pursuant to the Florida Statutes, the Articles of Incorporation of which were filed at the office of the Secretary of State of Florida on November 22, 2004, does hereby adopt the following as its Bylaws:

ARTICLE I
IDENTITY AND DEFINITIONS

1.1 Identity. The Association has been organized for the purpose of ownership, operation, improvement and management of certain of the Common Areas of the development known as "Miramar at Lakewood Ranch", to enforce the Master Covenants described below, to promote the health, safety and welfare of the owners of property within said development and to manage and operate MIRAMAR AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 01972, Page 5773 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2038, Page 6911 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2135, Page 7686 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2305, Page 2474 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2010, Page 1187 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2173, Page 702 et seq. of the Public Records of Manatee County, Florida; and MIRAMAR LINKS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2408, Page 7305 et seq. of the Public Records of Manatee County, Florida (each hereinafter referred to as "a Condominium" and together as "the Condominiums"). The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the Declarations of each of the Condominiums, including the_terms, provisions, conditions and authorizations contained in "Miramar at Lakewood Ranch Master Covenants" (herein referred to as the "Master Covenants").

1.2 Definitions. All words and terms used herein that are defined in the Master Covenants shall be used herein with the same meanings as defined in the Master Covenants.

EXHIBIT "D"

Notwithstanding the foregoing, any use of the term "Master Covenants" from here forward in these Bylaws shall be deemed to include the Declarations of each of the Condominiums.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

2.1 Office. The principal office of the Association shall be located at 9031 Town Center Pkwy, Bradenton, FL 34202 or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III
MEMBERSHIP, VOTING, QUORUM AND PROXIES

3.1 Members. The Members of the corporation shall consist of all record owners of legal title to Units in the Condominiums.

(a) Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing legal title to the Unit in the Member.

(b) The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

3.2 Annual Meeting. An annual meeting of the Members shall be held each year. The date, times and place of the annual meeting shall be designated by the Board of Directors. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

3.3 Special Meetings. Special meetings of the Members shall be held when directed by the President or the Board of Directors or when requested in writing by Members representing ten percent (10%) of the assessment shares. A meeting requested by the Members shall be called for a date not less than fourteen (14) nor more than forty-five (45) days after the request is delivered to the President. The call for a Meeting shall be issued by the Secretary unless the President or Board of Directors or Members requesting the meeting designate another person to do so. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.4 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each Member that explains the proposed action. The communication

shall include a form of consent to permit each Member to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully

3.5 Place. Meetings of the Members shall be held at the office of the Corporation or at such other place in Manatee County, Florida as determined by the Board of Directors.

3.6 Notice. The Secretary or other person designated to issue the call shall mail a notice of the meeting to each Member at the address as shown on the records of the corporation not less than fourteen (14) nor more than forty-five (45) days before the date of the meeting. The notice shall state the purpose of the meeting and the time it is to be held. A Member may waive notice before, at or after a meeting.

3.7 Voting. Every Member entitled to vote at a meeting of the Members is entitled to one vote for each of the Members assessment shares on each proposal presented at the meeting, and a simple majority of the assessment shares shall rule. The right to vote may be denied for an assessment share if the Owner of the unit or lot is delinquent in the payment of assessments in excess of 90 days.

3.8 Quorum. The Members entitled to vote thirty percent (30%) of the assessment shares shall constitute a quorum at a meeting of the Members unless a larger number is required by law, the Articles, these Bylaws, or the Master Covenants, in which case the number so required is a quorum.

3.9 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any Member entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Except as specifically otherwise provided in this paragraph, Members may not vote

by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Master Covenants, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Member's intent to cast a proxy vote and ratifying the vote cast by the proxy.

3.10 Adjournments. If a quorum is not present at a called meeting, the presiding Officer may adjourn it from time to time without notice other than by announcement at the meeting until a quorum attends. Any business may be transacted at a meeting resumed after adjournment that might have been transacted at the meeting as originally noticed.

3.11 Order of Business. The order of business at the Annual Members' Meetings, and as far as practicable at other Members' meetings, shall be:

a. Calling of roll and certifying of proxies.
b. Proof of notice of meeting or waiver of notices.
c. Reading and disposal of unapproved minutes.
d. Reports of Officers.
e. Reports of committees.
f. Unfinished business.
g. New business.
h. Notification of qualification of Directors.
i. Adjournment.

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

ARTICLE IV
BOARD OF DIRECTORS

4.1 Function. The business and property of the corporation shall be managed and its corporate powers exercised by the Board of Directors.

4.2 Powers and Duties. The Board of Directors has the following powers and duties:

a. To enter into all contracts necessary and proper for the business of the Association.

b. To buy, hold, sell and convey corporate property.

c. To disburse assessments for the purposes of the Association.

d. To do everything necessary and proper to accomplish the objects enumerated in the Articles of Incorporation, the Master Covenants or necessary or incidental to the benefit and protection of the Association.

e. To employ, dismiss and control personnel required to operate the Association.

f. To call meetings of the Members.

g. To appoint and remove at pleasure all Officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever.

h. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

i. To adopt and publish rules and regulations governing the use of the Common Areas of Miramar at Lakewood Ranch and the Condominiums or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

j. To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable. Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

k. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Master Covenants or in the Articles of Incorporation of the Association.

l. To act as the Neighborhood Committee to the extent the Master Covenants or Village documentation permit or require the Board of Directors of the Association to act as the Neighborhood Committee.

m. Levying fines against Owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of Owners, guests, visitors or occupants. The Board of Directors may levy a fine against an Owner, not to exceed the maximum amount permitted by law, for each violation by the Owner, or his or her tenants, guests or visitors, of the Master Covenants, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

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

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the Master Covenants, Bylaws, or Rules or Regulations which have allegedly been violated; and

3. A short and plain statement of the matters asserted by the Association.

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

n. Convey a portion of the Common Areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

4.3 Number, Tenure and Qualifications. The number of Directors which shall constitute the whole Board of Directors shall be five (5). At the first election after the merger of the Associations of the Condominiums, the three (3) candidates receiving the highest number of votes shall each be elected for a term which expires at the annual election after the next annual election. The two (2) candidates receiving the next highest number of votes shall each be elected for a term which expires at the next annual election. If there are five (5) or fewer candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law.

4.4 Qualifications. All Directors shall be at least eighteen (18) years of age and a Member or the spouse of a Member.

4.5 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

a. If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, even though less than a quorum, may at their discretion and when convenient appoint a successor, who shall hold office for the remaining unexpired term.

b. If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Condominiums and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

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

4.6 Quorum. A majority of the Directors shall constitute a quorum at a meeting of the Board of Directors. The act of a majority of the Directors present at a meeting where a quorum

is present is the act of the Board of Directors.

4.7 Place. Meetings of the Board of Directors shall be held at the office of the corporation or at such other place in Manatee County, Florida as determined by the Board of Directors.

4.8 Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each Member for each fiscal year in accordance with the provisions of the Master Covenants and each Declaration of Condominium, then distribute the funds for each Condominium monthly to each of the Condominiums; and

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(3) To send written notice of each assessment to every Member entitled thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any Member, a certificate in recordable form setting forth where any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall, in the absence of fraud, be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) To make payment of all ad valorem taxes assessed against Association property, real or personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

(g) To enforce by appropriate legal means the provisions of the Master Covenants, the Articles of Incorporation and these Bylaws.

4.9 Time and Notice. A meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members and other meetings may be held at such times as the Board of Directors fixes or on the call of the President or the call of any Directors. Regular

meetings of the Board of Directors may be held at such time as is determined, from time to time, by a majority of the Directors. Notice of special meetings shall be given by the Secretary to each Director not less than forty-eight (48) hours before the meeting unless a Director waives notice at, before or after the meeting and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of all Board meetings must be posted in a conspicuous place on the Association property at least 48 hours in advance of the meeting, except in an emergency. All meetings of the Board of Directors shall be open to all Members. Written notice of any meeting at which a special assessment, or at which amendment to rules regarding unit use, will be considered, shall be mailed or delivered to the Unit Owners and posted at a designated location not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

4.10 Order of Business. The order of business at the Annual Directors meetings shall be:

a. Calling the roll.
b. Proof of notice of meeting.
c. Reading and disposal of unapproved minutes.
d. Reports of officers and committees.
e. Election of officers.
f. Unfinished business.
g. New business.
h. Adjournment.

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

4.11 Directors Fees. No fees, or other compensation, shall be paid to Directors for their services as such. However, Directors may be reimbursed for expenses paid by them for the corporation and for services which they may render, if any, to the corporation in a capacity other than as Director or Officer.

4.12 Powers and Duties of the Board of Directors. All of the powers and duties of the Corporation existing under the Master Covenants, the Declarations of the Condominiums, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such is specifically required. The Board of Directors shall have exclusive power to make reasonable rules and regulations to govern the use of the Common Areas controlled by the Corporation and the Condominiums.

4.13 Removal from Office. A Director can only be removed from office, with or without cause, by a majority vote of the Members.

4.14 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.15 Conflict with Other Documents. Nothing herein contained shall permit any action inconsistent with the Association's Articles of Incorporation or the Master Covenants.

ARTICLE V
OFFICERS

5.1 Officers. This Corporation shall have a President, a Vice President, a Secretary and a Treasurer. The Officers shall be elected by the Board of Directors at the first meeting of Directors after the annual meeting of Members each year and shall serve until their successors are chosen and qualify. The President and Vice President must be Directors. All other Officers and agents shall be elected, serve the terms and have the duties that the Board of Directors prescribes. A person may hold more than one office except the President shall not also be the Secretary. No person holding more than one office shall execute an instrument in the capacity of more than one office. The Board of Directors, by a vote of the Directors representing a majority of the assessment shares, may at any time remove any Officer with or without cause.

5.2 Vacancy. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

5.3 President. The President is the chief executive Officer of the Association. The President shall have all of the powers and duties usually vested in the office of President of an association, including but not limited to the power to manage the business affairs of the Association subject to the directions of the Board of Directors and shall preside at meetings of the Members and the Board of Directors.

5.4 Vice President. The Vice President shall act as President in the absence or inability to serve of the President and perform the other duties prescribed by the Board of Directors.

5.5 Secretary. The Secretary shall have custody of and maintain all the corporate records except the financial records, shall record the minutes of meetings of the Board of Directors or Members, send notices of meetings required to be sent by him, have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed and perform the other duties prescribed by the Board of Directors.

5.6 Treasurer. The Treasurer shall have custody of corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements in accordance with good accounting practices and render account of them when required by the President or Board of

Directors and at the annual meeting of Members and shall perform the other duties prescribed by the Board of Directors.

5.7 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the membership.

5.8. Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

ARTICLE VI
EMERGENCY BOARD POWERS.

6.1 In the event of any "emergency" as defined in Section 6.1(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.

(d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Section only, an "emergency" exists only during a period of time that Miramar at Lakewood Ranch, or the immediate geographic area in which the community is located, is subject to:

(1) a state of emergency declared by local civil or law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) federal or state "disaster area" status; or

(5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

ARTICLE VII
FISCAL MANAGEMENT

7. The provisions for the fiscal management of the Association, as set forth in the Master Covenants and Articles of Incorporation, shall be supplemented by the following provisions:

7.1 The fiscal year of the Association shall be the calendar year.

7.2 Budgets. The Board of Directors shall adopt budgets for the Condominiums for each fiscal year that includes the estimated funds needed to pay all expenses required to be paid by the corporation, these Bylaws or any contract of the Association.

7.3 Notice. Copies of the budget and proposed assessments shall be transmitted to each Member to be affected at least 14 days before the Board meeting at which the budget is adopted. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each Member to be affected on or before the Board meeting at which the amended budget will be considered.

7.4 Assessments. The Board of Directors shall assess Members for their shares of the budget by January 1st of each fiscal year preceding the year. If an assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment until changed by an amended assessment. If the assessment is insufficient, the Board of Directors may amend the budget and provide notice of the new assessment. The unpaid assessment for the remaining part of the fiscal year for which the amended assessment is made shall be paid in the manner specified by the Board of Directors. If the Board of Directors fails to include a proper item of expense in the budget and amends the budget to include the item, a proper additional assessment shall be made. Assessments may be rounded off to the nearest largest dollar amount. Notice of the amount of the assessment of a Member shall be mailed or delivered promptly to the Member at the address shown on the records of the Corporation. The annual assessment shall be paid quarterly in advance on January 1st, April 1st, July 1st and October 1st, of each year.

7.5 Special Assessments. Special assessments proposed by the Board of Directors may be levied if approved by vote of not less than two-thirds of the Members to be affected participating in person or by proxy at a membership meeting. All special assessments shall be secured by a lien in the same manner as regular annual assessments per the Master Covenants and these Bylaws.

7.6 Members Shares of Assessments. Each Member shall be assessed according to the number of assessment shares assigned to it.

7.7 Interest; Application of Payments. Assessments and installments of such assessments paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law, per annum, from the date when due until paid and shall be subject to a late charge. All payments upon account shall be first applied to interest, then to the late charges, expenses, and fees, and then to the assessment payment first due. All interest and late charges collected shall be credited to the general expense account.

7.8 Lien Rights. Every unit or lot owner of each Member Association shall pay his proportionate share of the common expenses and any special assessments assessed in the manner herein provided or as provided in the Master Covenants. If any unit or lot owner shall fail or refuse to make any such payment of the common expenses or any special assessments when due, the amount thereof shall constitute a lien on the interest of such unit or lot owner in his unit or lot and its appurtenances. The Association and the Board of the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Master Covenants, the Articles of Incorporation, these Bylaws, and rules and regulations of the Association or as otherwise available at law or in equity, for the collection of all unpaid assessments. The lien for unpaid assessments of the Association shall be superior to all other liens, except that the lien will be inferior only to a recorded first mortgage held by an institutional first mortgagee. The lien for unpaid assessments shall also secure interest, late charges, reasonable attorneys' fees and costs

incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.9 Financial Reports. In accordance with Section 720.303(7), Florida Statutes, not later than sixty (60) days after the close of each fiscal year, the Board shall prepare a financial report. Each member shall be provided a copy of the report or written notice that a copy of the report is available upon request at no charge to the member.

7.10 Bonds. Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse Association funds, in such amounts determined by the Board of Directors, but in any event, not less than $10,000.00 for each such person. The premiums on the bonds shall be paid by the Association, except costs for bonds for independent contractors shall be subject to agreement.

7.11 Compensation. The Board of Directors shall determine the compensation to be paid to Association employees. Employees, Directors, and Officers may be reimbursed for expenses paid by them on behalf of the Association.

ARTICLE VIII
RESIDENT AGENT

8. Resident Agent. The Association shalt maintain an office in Florida with a Resident Agent at it on whom process may be served. The resident agent may be an individual or a corporation. When a change of the office or resident agent is made, the President shall promptly notify the officer designated by law of the change.

ARTICLE IX
RULES AND REGULATIONS

9.1 Proposal of Regulations. The Board of Directors shall propose Rules and Regulations which shall apply equally to all users of the property under the operation, management and control of the Association whether or not such user shall be a Member, assignee, tenant or guest.

9.2 Approval. Upon approval by a majority of the Directors, the Board of Directors shall promulgate the Rules and Regulations, and shall post the same in such a manner as to provide ready reference by the users of the facilities.

ARTICLE X
AMENDMENTS

10.1 Manner of Affecting. The Board of Directors or any Member may propose amendments to these Bylaws which they consider necessary or beneficial. Notice of the subject

matter of a proposed amendment shall be in the notice of any meeting at which a proposed amendment is considered. The proposed Bylaws shall be submitted to the membership for their approval and ratification. Such approval must be by not less than a vote of the Members representing a majority of the assessment shares present, in person or by proxy at a duly constituted meeting of the membership.

10.2 Discrimination. No amendment shall discriminate against a Member nor against any unit or class or group of units or lots represented by any Member unless the unit or lot owners affected consent. No amendment shall be made that is in conflict with the Articles of Incorporation or Master Covenants.

ARTICLE XI
PARLIAMENTARY PROVISIONS

11.1. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Corporate Act, case law, the Master Covenants, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.