

**DECLARATION OF SUBDIVISION RESTRICTIONS
CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I**

BY THIS INSTRUMENT, **WASAT, L.L.C.**, A FLORIDA LIMITED LIABILITY COMPANY, the owner of the following described property in Manatee County, Florida, herein called **CENTRE PARK**:

CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I, as shown by Plat recorded in Plat Book 41, Pages 54-61, of the Public Records of Manatee County, Florida,

imposes the covenants, restrictions and easements in this instrument on the use of the property for the mutual benefit and protection of Developer and all purchasers of lots in **CENTRE PARK**, their heirs, personal representatives, successors and assigns, herein called owner. The term "owner" or "owners" does not include Developer, but does include any occupant of a part of **CENTRE PARK**. For purposes of this instrument, the term "Developer" shall mean **WASAT, L.L.C.**, a Florida limited liability company.

1. **COVENANTS WITH LAND.** All provisions of this instrument are covenants running with the land and every part of and interest in it. Every owner of and claimant against the land, or an interest in it, and their heirs, personal representatives, successors and assigns, is bound by the provisions of this instrument.

2. **COMPLIANCE WITH LAW.**
 - a. All improvements in **CENTRE PARK** and the use of the lots in it shall conform to all building, pollution, environmental and other valid governmental regulations, statutes and ordinances.

 - b. No owner shall apply for a variance, exception, change or waiver of any law or governmental regulation until the owner has obtained the prior written consent of Developer to the application. If Developer has assigned its rights under this subparagraph to the Association provided for under Paragraph 19, the written consent of the owners of seventy-five percent (75%) of the lots shall be required for approval instead of Developer's consent. If the application is not approved by Developer or Association, as appropriate, the application shall not be made. Notice to the Developer or Association, as appropriate, shall be given in the same manner and the same procedure shall apply as provided in Paragraph 4 for construction document approval.

3. **COMPLIANCE WITH RULES OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.**
 - a. No owner of property within the **CENTRE PARK** may construct or maintain any building, residence, or structure, or undertake or perform any activity in the

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wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District, Venice Regulation Department. Each owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFMD).

- b. Each property owner within the subdivision, at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFMD).
- c. Each property owner within the subdivision is hereby notified that the property is subject to the requirements of Surface Water Management Permit No. 44022248.001 issued by the Southwest Florida Water Management District. In addition, each property owner is required to inform the Southwest Florida Water Management District, at the beginning of construction, that a professional engineer registered in Florida has been retained to supervise construction; and upon completion of construction on any parcel or lot, the property owner must submit to SWFMD a Statement of Compliance and an As-Built Certification of Compliance with the Permit.
- d. Each property owner is hereby notified that this property is subject to the requirements of Surface Water Management Permit No. 44022248.001, issued by the Southwest Florida Water Management District. In addition, each property is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C., from the Southwest Florida Water Management District prior to initiating any construction or alteration of a Surface Water Management System on this property.
- e. Lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activity within the wet detention ponds to SWFWMD, Sarasota Service Office, Regulation Manager.
- f. Certain land situated within the subdivision is subject to a Conservation Easement in favor of Manatee County, attached hereto as Exhibit "F". Each property owner shall comply with the terms of said Easement.

4. **CONSTRUCTION DOCUMENT APPROVAL**

- a. When an owner proposes to construct improvements in **CENTRE PARK**, two copies of the construction documents, whether original construction, alterations

or additions, shall be submitted to Developer before application is made for a building permit to the County of Manatee, Florida. Developer shall examine the construction documents to ascertain that they comply with this instrument, except when Developer has granted a waiver as provided in this instrument. If Developer has assigned Developer's rights under this paragraph to the Association shall perform the acts required of Developer in this paragraph.

- b. The construction documents shall contain:
 - i. Drawings and specifications showing the architectural design and the shape, size, materials and locations of all improvements.
 - ii. A statement to the use to be made of the improvements.
 - iii. A plot plan showing the location for the improvements on the lot, including the location of parking spaces, loading areas and vehicle maneuvering areas, and signs.
 - iv. A landscaping plan for the area on which improvements and paving are not located.
 - v. The owner's name and mailing address.
 - vi. the name and address of the contractor who will construct the improvements.
 - vii. The proposed completion date.

One copy of the construction documents shall be retained by Developer.

- c. Developer shall have thirty (30) days within which to review the construction documents and to approve or reject them. If the construction documents are approved, Developer shall issue written approval in duplicate and mail it to the owners at the address given in the construction documents with one copy of the documents. If the Developer fails to either approve or disapprove the document within thirty (30) days of delivery, they shall be deemed approved.
- d. If the construction documents are rejected, Developer shall notify the owner in writing, specifying the objections. The owner may change the construction documents to eliminate Developer's objections. If the owner does so, the amended construction documents shall be resubmitted to Developer in the same manner as the original documents were submitted to Developer and the same procedure shall be followed for approval or rejection.
- e. If the owner wants to construct a condominium building on a lot or lots in **CENTRE PARK**, copies of the construction documents shall be submitted in accordance with the preceding sections of this paragraph and shall be governed by them. In addition, the owner shall submit copies of all condominium documents for the proposed condominium. Developer shall examine the construction and condominium documents to ascertain if they comply with this instrument and if the proposed condominium will be built, maintained and operated as a high

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quality project that will not create any adverse effect on **CENTRE PARK**. Developer may reject the condominium in Developer's absolute and uncontrolled discretion, with or without cause, in which event the condominium shall not be created in **CENTRE PARK**.

5. **PARKING**

- a. The streets and off street unpaved areas shall not be used for parking. The motor vehicles of the employees, visitors and owners shall be parked on off-street parking areas. All driveways and parking areas shall be constructed of asphalt or concrete and designed to provide sufficient area for maneuvering and parking of all vehicles using the area and shall be located completely on the owner's property. Non-complying temporary parking that does not comply with this paragraph may be permitted by Developer when it determines, in its sole and absolute discretion, no injury to **CENTRE PARK** or the owners will occur. A written waiver shall be given by Developer in this event. Parking spaces shall not be located within eight (8) feet of the private road easement of public right of way.
- b. The minimum parking requirements for **CENTRE PARK** shall be as required in the Manatee County Building and Zoning Regulations. If it is insufficient to fully serve all employees, customers and other visitors, or if the number of paved spaces becomes insufficient thereafter, Developer or the Association, as appropriate, may require the owner to pave additional parking spaces so that they accommodate parking needs of the owner's business.

6. **UNIMPROVED PROPERTY MAINTENANCE.** All owners of land in **CENTRE PARK** shall keep any unimproved land owned by them free and clear of rubbish and debris, and shall keep the land mowed so that grass, weeds and other ground vegetation do not exceed one foot in height.

7. **IMPROVED PROPERTY MAINTENANCE.** All owners of land in the **CENTRE PARK** shall keep improved property free and clear of rubbish and debris, shall keep grass mowed so that it does not exceed two inches in height, shall keep all landscaping materials properly maintained and shall replace them if necessary, and shall maintain the exterior portions of any buildings or exterior structures so that they do not become unsightly.

8. **LAKE PROPERTY.** All owners of land with lakes on their property in the subdivision shall maintain such lakes in accordance with Paragraph 6 above and in accordance with all county, state and federal regulations governing lakes and wetlands. Notwithstanding the above, no owner shall fill or cause to be filled any portion of any

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lake in the subdivision. In the event the Developer or the Association determines, in its sole discretion, that any maintenance is necessary to keep any lake in the condition desired, the Developer or the Association shall undertake such maintenance and reasonable access shall be granted by and to any property in the subdivision, so as to allow such lake maintenance; costs of such maintenance shall be borne by the Developer or the Association, as the case may be. Any lakes which are also Stormwater Retention Areas are subject to the following provisions. No abutting Lot owner shall be deemed to acquire any right in such Retention Areas and the usage of these areas shall be subject to regulations adopted from time to time by Developer or by the Association; provided, however, that this provision shall not be deemed to prohibit such abutting Lot owner's usage of the area to drain his adjacent lands in common with other Lot owners in this Subdivision. No Lot owner shall have the right to access these areas from his Lot and the sole purpose of these areas shall be to store the surface drainage of the Lots within the subdivision.

9. **STORAGE AND REFUSE DISPOSAL.** No property in **CENTRE PARK** shall be maintained or used as a dumping ground for rubbish. Trash, garbage, and all other waste shall be kept only in sanitary containers, which shall be screened from the view of any neighboring parcels of land in the **CENTRE PARK** by fences or landscape buffering which shall be acceptable to Developer. If any property in **CENTRE PARK** is used for outside storage of materials, parts, inventory, or other items of personal property, other than vehicles for personal use, it shall be fenced or screened by a landscape buffer approved in writing by Developer. No wall or fence shall exceed twelve (12) feet in height.
10. **SIGNAGE.** One identifying sign shall be allowed for each business. The sign may contain the name, insignia, logo and slogan, or any of the, of the occupant. The sign shall be affixed to the main building as a part of its architectural design or shall be a freestanding structure. A sign affixed to a building shall consist of relief letters or symbols and shall be placed only on the front side and shall not protrude beyond the top or side corners of the front wall or more than two (2) feet from the wall surface. The sign shall not exceed ten percent (10%) of the area of the front wall.

Freestanding signs shall be in the front setback area and shall not exceed seventy-five (75) square feet in area or twenty-five (25) feet in height. Signs necessary for directional or safety purposes shall be permitted. No advertising signs shall be permitted. No signs with neon or intermittent or flashing lights shall be permitted. In the event any ordinance of Manatee County restricting signs shall be more restrictive, such ordinance shall control. Notwithstanding the foregoing, the owner of a lot bordered by U.S. Highway 301 may have two signs as described above, one facing U.S. Highway 301 and one facing into **CENTRE PARK**.

11. **NOXIOUS USES.** No part of a lot and no building or structure shall be used for the manufacture, storage, distribution or sale of any product that increases the fire hazard of any adjoining lot or lots or that causes the emission of noxious fumes, odors, dust, gasses, vibrations or noises or that which will be injurious to the other

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property in **CENTRE PARK** or that injures the reputation of **CENTRE PARK** or neighboring property or for any use in violation of valid local, state or federal laws. Operations creating glare shall be shielded so that the glare cannot be seen outside the exterior of the structure within which operations are conducted.

12. **SETBACK LINES.** Setback lines shall be measured from the property line to the nearest building wall or other vertical structure as follows:
- a. **FRONT YARD** 25 feet from the private road easement or public right of way.
 - b. **SIDE YARD** 25 feet.
 - c. **REAR YARD** 20 feet.

Corner lots shall be considered to have two front and two side yards. In any event, the setback lines shall comply with all Manatee County Building and Zoning Codes and Regulations.

13. **WATER SERVICE.** All improvements requiring water service shall be connected to the water system operated by Manatee County unless such system is reasonably unavailable. All owners grant to Developer and Manatee County an easement and license to enter upon each lot to install water meters, water lines, and for routine reading, surface inspection and maintenance of water installation. Irrigation from wells shall be permitted to the extent wells are available for such purpose.

14. **LANDSCAPING.** All unpaved and unimproved areas on lots shall be planted and maintained with lawns, trees and shrubs at the owner's expense. Automatic underground irrigation systems shall be installed when each lot is developed. No trees having a diameter in excess of four (4) inches at a height of four (4) feet above grade shall be removed from any front yard, side yard, or the rear yard setback area as set forth in Paragraph 12 above without written approval from the Developer, other than in those sections of the setback areas previously approved for vehicular ingress and egress points.

15. **SUBDIVISION.** No lot in the subdivision shall be subdivided without the written consent of either Developer or the successor Association, which consent shall be given at the complete discretion of the Developer or the Association.

16. **RESTRICTIONS.**
- a. No more than forty percent (40%) of the area of a tract, whether one or more lots, shall be covered by buildings. No more than fifty percent (50%) of the area of the tract shall be covered by buildings and approved outside storage. No more than eight-five percent (85%) of the tract shall be covered by buildings, approved outside storage and paving.
 - b. Light used to illuminate signs, facades, buildings, parking and loading areas shall be so arranged as to eliminate glare from streets. No neon lights, intermittent or flashing lights shall be allowed.

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- c. No unpainted cement blocks or unpainted metal walls shall be allowed.
 - d. No residential use shall be permitted.
 - e. No animals shall be kept, bred or raised, except security watchdogs.
 - f. No radio, television or other communication system antenna shall be placed on any exterior part of a building without the written consent of Developer.
 - g. The developer encourages the use of mansards of painted metal, stucco or other building materials above storefronts and personal doors. Canopies above overhead doors are allowed.
 - h. No all steel buildings shall be erected in **CENTRE PARK**. All buildings shall have masonry the first 8 feet of height of all walls. The developer encourages the use of decorative, colored block such as split block or ribbed block for the first eight feet (8 ft.) of height of wall. The exception shall be where an owner has plans for an expansion and the owner has possession of adequate property for such expansion then the wall to be removed for expansion may be metal to the slab. Owner must agree to improve his proposed structure in keeping with the general standards of **CENTRE PARK**. All plans must be submitted for approval to the developer, as per Paragraph No. 4 of these restrictions, at which time the Developer will determine if said structure conforms to **CENTRE PARK** standards and approval will not be unreasonably withheld.
17. **DEVELOPER APPROVAL.** For the purpose of preserving the total aesthetic quality of **CENTRE PARK**. Developer, for a period ending five (5) years from the date hereof, reserves the right, exercisable in his absolute discretion, to approve, prior to installation or planting, all landscaping, signs and exterior lighting, notwithstanding and in addition to the provisions and restrictions set forth in Paragraphs 10 and 14.
18. **DEEDS.** The provisions of this instrument shall be incorporated in any deed, lease contract or other document concerning the land described in this instrument, whether referred to in the deed, lease, contract or other document or not.
19. **ASSOCIATION.**
- a. An association of owners of lots in **CENTRE PARK** has been created by Developer. It is a non-profit corporation under Florida law and shall be known as **CENTRE PARK OWNERS ASSOCIATION, INC.**, herein called **ASSOCIATION**. Copies of the Articles of Incorporation and By-Laws are attached hereto, respectively as Exhibits "A" and "B". Each owner shall become a member of Association when the conveyance of a lot to the owner is recorded and shall begin paying to the Association assessments as provided in Paragraph (f). A copy of the estimated budget of the Association is attached hereto as Exhibit "C".
 - b. Lots may be owned by more than one person. In this event, each co-tenant, joint owner or tenant by the entirety shall be a member of the Association, but each lot shall have only one vote in meetings of members of Association. Multiple owners shall cast their votes as provided in the by-laws of the Association. Membership

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for lots dedicated to condominium usage shall be set forth in the by-laws of the Association.

- c. The Association shall institute and continue policies and programs to maintain a quality subdivision, including duties and responsibilities set forth in maintenance covenants adopted and imposed on even date herewith. The initial Maintenance Program, which shall serve as a guide for future maintenance, is attached hereto as Exhibit "D".
- d. Developer may assign to the Association all of Developer's rights and privileges under this instrument by an assignment recorded in the Public Records of Manatee County, Florida. If an assignment is made by Developer to Association, Developer shall be divested of all of its rights and obligations under this instrument and the Association shall succeed to them.
- e. Developers may convey to the Association title to any interest that Developer owns or holds within the subdivision by a deed or appropriate instrument recorded in the Public Records of Manatee County, Florida. If such a conveyance is made, the Association shall become the owner of the interest and shall be responsible for obligations pertaining to the interests. A list of holdings of the Association is attached hereto as Exhibit "E".
- f. The expenses of operating the Association and of paying the Association expenses shall be payable to the Association not less often than annually as provided by resolution of the Association or in its By-Laws. The Association shall assesses each Lot for such share of expenses as provided in the Articles of Incorporation and By-Laws of the Association. Assessments shall be determined on a prorata share of acreage per platted Lot and billed as such regardless of ownership, or of multiple lot use by one owner. If the assessment due for a lot is not paid when due, the assessment shall become a lien on the lot as provided in Paragraph 20 and the Articles of Incorporation and By-Laws of the Association. The lien may be foreclosed in any manner provided under Florida Statute or Law.
- g. The assessments shall be due from or made against the Developer or property owned by the Developer at any time so long as Developer has obligated itself to pay any operating expenses incurred that exceed the assessments receivable from other member and other income of the Association. The Developer, by its execution of this Declaration, hereby obligates itself to pay any operating expenses incurred that exceed the assessments receivable from other members and other income of the Association until such time as the Developer executes a Notice, in recordable form, that it desires to be treated and assessed as any other lot owner. Upon recordation of such notice, the Developer shall be treated as any other lot owner, as set forth above.

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20. **DEFAULT.**

- a. Following construction document approval pursuant to Paragraph 4 above, including the landscaping plan and other required elements, any attempt thereafter to change any element of the approved construction plan, whether during initial construction or thereafter, shall be deemed a default by the owner hereunder, giving rise to the remedies set forth herein.
- b. If an owner violates or attempts to violate any part of this instrument, Developer or the Association may, but shall not be required to, prosecute proceedings to enforce this instrument by injunctive relief or to recover damages, or both.
- c. If an owner does not comply with the provisions hereof, including the purposes of illustration, but not limited to, Paragraph 6, 7, 9, 11, 15 or 16, Developer or Association as appropriate, may do whatever is necessary to correct the failure to comply and the expense of correcting the failure of any sums due as an assessment to Association shall become a lien upon the Lot when a claim of lien is recorded in the Public Records of Manatee County, Florida. Sums due under this sub-paragraph shall bear interest at a rate of fifteen percent (15%) per annum.
- d. If Developer or Association incurs expenses because of owner's default whether as a result of legal proceedings or not, Developer or Association, as appropriate, shall recover the reasonable expenses including reasonable attorney's fees for trial, appeal or otherwise and these expenses shall become a lien as provided in subparagraph "c" above.
- e. The remedies contained in this paragraph are cumulative to all other remedies contained in this instrument, the Article of Incorporation and By-Laws of the Association.

21. **AMENDMENT.** This instrument may be amended by Developer as long as Developer owns at least twenty-five percent (25%) of the lots in the subdivision. Amendments may be made by Association when approved by the owners of seventy-five percent (75%) of the lots in **CENTRE PARK**. Amendments shall become effective when recorded in the Public Records of Manatee County, Florida. No amendment shall invalidate any action properly taken under this instrument nor terminate or modify or affect any rights reserved in this instrument to Developer.

22. **TERMS.** A Notice of Buyer is attached hereto as Exhibit "G". The terms contained in the Notice to Buyer are meant to meet the minimum requirements for plat approval and are not meant to be exhaustive. Provisions of this instrument shall continue in effect until January 1, 2033, unless amended as provided in Paragraph 21. Thereafter, this Declaration shall be extended automatically for successive and consecutive 25-year periods unless an instrument is recorded terminating these

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restrictions which is executed with the formalities required of a deed by not less than 2/3 of the then lot owners of the subdivision. The Association shall not be dissolved, nor shall it dispose of any common opens pace, by sale or otherwise, except to an organization conceived and organized to own and maintain the common open space, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

23. **ADDITIONAL PROPERTY.** Additional sections of **CENTRE PARK** may be created by Developer on lands abutting or adjacent to those described in this instrument. If created, the additional parts of **CENTRE PARK** may be operated and managed in conjunction with the part described in this instrument through the Association. In that event, the provisions relating to the Association shall be deemed to include all of the property that is a part of **CENTRE PARK** and shall apply accordingly.

24. **EASEMENTS.** Developer reserves an easement over, under, on and across all streets and utility easements for the use of Developer and owners and utilities in any additions to the subdivision and for construction and development of any improvements in such addition.

DATED: 3/12/03

Executed in the presence of:

Don Dinsmore
Witness
Print Name: Don Dinsmore

WASAT, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY AND AS DEVELOPER OF CENTRE PARK

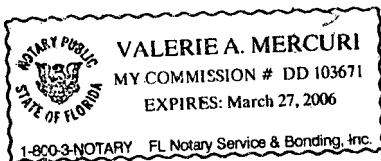
Kim Manzorn
Witness
Print Name: Kim Manzorn
STATE OF FLORIDA
COUNTY OF MANATEE

By: Webb G. Carter
WEBB G. CARTER
ITS MANAGER

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SWORN TO AND SUBSCRIBED before me this 12th March day of ~~February~~, 2003, by **WEBB CARTER** as Manager of WASAT, L.L.C., a Florida limited liability company, who is personally known to me or produced _____ as identification and who did take an oath.

(notarized seal)



Valerie A. Mercuri
* Valerie A. Mercuri
Printed Name of Notary Public
My Commission Expires: 3-27-06
Commission No.: DD 103671

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF INCORPORATION

OF

CENTRE PARK ASSOCIATION, INC.

The undersigned incorporator by these Articles forms a corporation not for profit under the laws of the State of Florida, and adopts the following Articles of Incorporation:

ARTICLE 1. NAME; ADDRESS

1.1 The name of this Corporation is CENTRE PARK ASSOCIATION, INC. (the "Association"). The principal address and mailing address of the Association is 2150 Whitfield Ave., Bradenton FL 34243.

ARTICLE 2. PURPOSES; POWERS

2.1 The purposes of the Association shall be:

2.1.1 To promote the health, safety, property value and social welfare of the owners of property located within CENTREPARK, a project in Manatee County, Florida (the "Project"), and within such other property as may be later platted and made subject to the Declaration of Covenants, Easements and Restrictions of CENTRE PARK (the "Declaration" which shall include any supplemental declarations and amendments to the Declaration) recorded or to be recorded in the Public Records of Manatee County, Florida. The term "lot" shall include lots shown on all plats now or later becoming subject to the said Declaration.

2.1.2 To provide security and maintain and replace and operate roadways and any sanitary sewer system, and all services as delegated to the Association in the Declaration.

2.1.3 To enforce the Declaration and to adopt reasonable and necessary rules and regulations necessary to promote the health, safety and well-being of the people and property in the project.

2.1.4 To levy maintenance assessments and to impose fines for violations of rules and regulations and to enforce the collection thereof as contemplated by the said Declaration.

2.1.5 To purchase, acquire, replace, improve, maintain and repair such buildings, structures, and equipment related to the health, safety and social welfare of the members of the Association as the Board of Directors of the Association, in its discretion, determines to be necessary or advisable.

2.1.6 To carry out all of the duties and obligations assigned to it under the terms of the Declaration.

2.1.7 To operate without profit and for the sole and exclusive benefit of its members.

2.1.8 This Association is not intended to be a "condominium association" as such term is defined in the Florida Condominium Act.

2.2 The Association shall have the following powers:

2.2.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida.

CHRIS CASWELL
2364 Fruitville Road
Sarasota, FL 34237
FL Bar 371211

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EXHIBIT "A"

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2.2.2 All of the powers, express or implied, granted to the Association by the Declaration or which are reasonably necessary in order for the Association to administer, enforce, carry out and perform all of the acts, functions, purposes, rights and duties provided in, or contemplated by, the Declaration or in these Articles.

2.2.3 To make, establish and enforce rules and regulations governing the use and maintenance of the Project.

2.2.4 To sue and be sued.

ARTICLE 3. MEMBER; DIRECTOR QUALIFICATION

3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (as defined in the Declaration) which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member. The manner of admission and voting rights and qualification of Directors shall be more fully set forth and regulated by the Bylaws and the Declaration.

3.2 The Bylaws may provide for additional membership categories, which categories shall not have any voting privileges. The term "member" or "membership" as used in the Land Use Documents (defined in the Declaration) shall not apply to any such additional membership categories. The Bylaws shall provide for the rights and obligations of any additional membership categories.

ARTICLE 4. TERM

4.1 The Association is to exist perpetually. If the Association is dissolved, any property of the Association consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if not accepted, then the surface water management system shall be dedicated to a similar not-for-profit corporation.

ARTICLE 5. DIRECTORS

5.1 Three (3) Directors shall constitute the first Board of Directors. The number of Directors may be changed by amendment to the Bylaws, but shall never be less than Three (3). The names and addresses of the persons who are to serve as Directors until the first election thereof are as follows:

NAME	ADDRESS
Weathersby Carter	2150 Whitfield Ave., Bradenton, Fl 34243
Joel Cavalas	2150 Whitfield Ave., Bradenton, Fl 34243
T. J. Richardson	2150 Whitfield Ave., Bradenton, Fl 34243

ARTICLE 6. INCORPORATOR

6.1 The name and address of the incorporator is as follows:

NAME	ADDRESS
Michael J. Belle	2364 Fruitville Road. Sarasota, FL 34237

ARTICLE 7. BYLAWS

7.1 The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter the Bylaws may be altered, amended or rescinded by the Directors in the manner provided by such Bylaws.

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ARTICLE 8. AMENDMENT

8.1 These Articles may be altered, amended or repealed by a resolution of the Board of Directors or by a vote of 2/3ds of the members of the Association; provided, however, that no amendment affecting the rights of WASAT, INC., a Florida corporation, or its successor or assigns, as Developer of "CENTRE PARK", shall be effective without the prior written consent of such Developer, or its successor or assigns.

ARTICLE 9. REGISTERED OFFICE, AGENT

9.1 The street address of the initial registered office of this Association is 2364 Fruitville Road., Sarasota, FL 34236 and the name of the initial registered agent of this Association at that address is MICHAEL J. BELLE, P.A..

ARTICLE 10. INDEMNITY

10.1 The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

IN WITNESS WHEREOF the undersigned incorporator has executed these articles of incorporation on 7/19/02, 20__


Michael J. Belle
Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent to accept service of process for CENTRE PARK ASSOCIATION, INC. at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated: 7/19/02

MICHAEL J. BELLE, P.A.

By 

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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CENTRE PARK ASSOCIATION, INC.

Pursuant to the provisions of Section 617.1006, Florida Statutes, and Article 8 of the Articles of Incorporation of Centre Park Association, Inc., a Florida nonprofit corporation, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

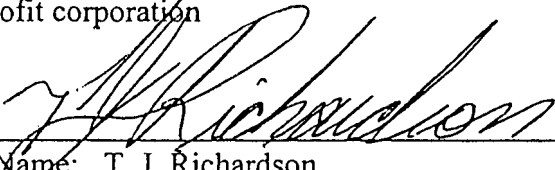
First: Article 2, Section 2.1.2. is hereby amended to read as follows:

“2.1.2. To provide security and maintain and replace and operate roadways, any sanitary sewer system, the surface water management system, and all services as delegated to the Association in the Declaration.”

Second: The date of adoption of the amendment was October 23, 2002.

Third: There are no members entitled to vote on the amendment. The amendment was adopted by the board of directors.

CENTRE PARK ASSOCIATION, INC., a Florida nonprofit corporation

By: 
Print Name: T. J. Richardson
Title: VICE President
Date: 23 OCT 02

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FILED BY
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BYLAWS
OF THE
CENTRE PARK ASSOCIATION, INC.

CENTRE PARK ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, hereinafter referred to as "Association" sets forth these Bylaws:

ARTICLE 1.
Identity and Definition

1.1 Identity. Association has been organized for the purpose of enforcing the Declaration of Covenants, Easements and Restrictions of CENTRE PARK (hereinafter referred to as "Declaration" which shall also include any and all supplemental declarations and/or amendments that are made a part of the Declaration), preserving and enhancing the natural beauty, and promoting the health, safety and welfare of the owners, of property located within the development of CENTRE PARK (the "Project"). The terms and provisions of these Bylaws are expressly made subject to the terms, provisions, conditions and authorizations contained in the Declaration, executed by WASAT, INC., a Florida corporation (hereinafter referred to as "Developer").

1.2 Definitions. All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

ARTICLE 2.
Location of Principal Office

The principal office of the Association shall be located as set forth in the Articles of Incorporation or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE 3.
Membership Voting, Quorum and Proxies

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

3.2 Quorum. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing more than thirty percent (30%) of the total votes of the Association as determined in the manner set forth in the Declaration.

3.3 Voting Certificate. Where a lot is owned by more than one person or by a corporation, partnership or other entity, the vote of the owner or owners shall be cast by the person named in a certificate signed by all of the individual owners of such lot or by appropriate officials of any other legal owner. Such certificate shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate. In the case of conflict among the owners of a lot, the vote of such lot shall not be counted as to the matter under consideration when the conflict arose whether the conflict appears by vote in person or by proxy.

3.4 Proxies. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the time of the meeting.

3.5 Voting. Except where otherwise required under the provisions or the Articles of Incorporation, these Bylaws, the Declaration or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Association represented at any duly called member's meeting at which a quorum is present shall be necessary for approval of any matter that shall be binding upon all members.

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3.6 Member's Addresses. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws or the Articles of Incorporation or the aforesaid declaration to the person or entity shown by the Association's records entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE 4.

Annual and Special Meetings of Membership

4.1 Annual Meetings. The annual meeting of the members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 Special Meetings. Special meetings of the members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than thirty percent (30%) of the total votes of the Association as determined in the manner set forth in the Articles of Incorporation.

4.3 Notices. Notice of all members meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association designated by the Board of Directors, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and the object for which the meeting is called. Such notice shall be given to each member not less than ten nor more than thirty days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the member at his post office address if the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed to be equivalent to the giving of such notice to such member.

4.4 Adjournment. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the aforesaid Declaration the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.5 Chairman. In meetings of the membership, the President or, in his absence, the Vice-President, shall preside, or in the absence of both, the membership shall select a chairman.

4.6 Order of Business. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- A. Calling of the roll and certifying of proxies;
- B. Proof of notice of the meeting or waiver of notice;
- C. Reading of minutes;
- D. Report of officers;
- E. Reports of committees;
- F. Appointment by the President of inspectors of election;
- G. Election of directors;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

ARTICLE 5.

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Board of Directors

5.1 Action of Board. The affairs of the Association shall be managed by a Board of Directors consisting of at least three directors but not to exceed the total number of lots in the Project. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. Directors shall not vote by proxy or secret ballot unless authorized or allowed under applicable statute.

5.2 Vacancy. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any director, shall be filled by the Board of Directors. The director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

5.3 Removal. Any director, except those selected by the developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required by these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

A. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Administration shall turn over to the Board any and all records of the Association in their possession, within 72 hours after the meeting.

B. If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing shall be served on the Association by certified mail. The Board of Administration shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the Association in their possession, or in writing challenge such recall setting forth the facts and legal basis for not certifying such recall.

C. During a meeting of unit owners to recall one or more members of a Board of Administration, the owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers on behalf of the petitioning unit owners in the event that the vote at the meeting is disputed and a petition for arbitration is filed. If a proposed recall is sought by written agreement, the agreement shall also designate a representative to receive pleadings, notices, or other papers on behalf of the unit owners executing the agreement in the event the Board of Administration determines not to certify the written agreement to recall and files a petition for binding arbitration.

D. Unless otherwise provided in the Declaration or Bylaws, the proposed recall of more than one member of the Board of Administration shall require a separate vote for each member sought to be recalled or, where recall is attempted by written agreement, a separate agreement is required for each member of the Board being recalled.

5.4 Disqualification and resignation. Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently.

ARTICLE 6.
Election of Directors

6.1 Number and qualifications. The affairs of the Association shall be managed initially by a board of three (3) directors as set forth in the Articles of Incorporation of the Association. The number of directors shall never be less than three. Other than those selected by the Developer, directors must be unit owners; officers of a corporate unit owner; or partners of a partnership unit owner. No director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be a unit owner in CENTRE PARK.

6.2 Election of directors: Directors shall be elected at the annual meeting of members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

6.3 First Meeting. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this article shall take office as of the date of the first meeting of the Board of Directors following the meeting of members at which they were elected.

6.4 Developer Control. Anything herein to the contrary notwithstanding, the Developer shall have the right to elect a majority of the Board of Directors until the turnover of the Association as set forth in the Declaration. The Directors elected or appointed by Developer need not be members of the Association.

ARTICLE 7.

Powers and Duties of the Board of Directors

7.1 Powers. The Board of Directors shall have the power:

A. To call meetings of the members.

B. 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 member, officer or director of the Association in any capacity whatsoever.

C. 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 expenses as may be deemed appropriate by the Board of Directors.

D. To adopt, promulgate and enforce rules and regulations governing the use of property in the project and governing the personal conduct of the members and their guests thereon, including levying fines for failure to abide by the rules and regulations. The fines shall constitute liens against the violator's property and shall be collectible as for assessments generally.

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties or authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

7.2 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 the Association, and to see that their duties are properly performed.

C. With reference to assessments of the Association:

(i) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration, Articles of Incorporation and these Bylaws at least thirty days in advance of such date or period;

(ii) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association which shall be open to inspection by any member; and,

(iii) To send written notice of each assessment to every member subject thereto.

D. To issue or cause an appropriate officer to issue, upon demand by any authorized person, the certificate in recordable form setting forth whether any assessment has been paid, and if not paid the amount then due and owing. Such certificate shall 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, if any, 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 Articles of Incorporation and Bylaws of the Association, the aforesaid Declaration of Restrictions, and any and all applicable laws and regulations.

ARTICLE 8.
Meetings of Directors

8.1 Organizational Meeting. The organizational meeting of the newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within twenty days of their election at such time and at such place as shall be fixed by the directors at the annual meeting of members at which they were elected.

8.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as provided by a corporate resolution of the Board of Directors.

8.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two directors.

8.4 Notice. Notice of regular or special meetings of the Board shall be given to each director, personally or by mail, telephone or telegram, at least two days in advance of such meeting. Each notice shall state the time, place and purpose of the meeting, unless such notice is waived. An assessment may not be levied at a meeting of the Board unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Except in the case of an emergency, notice shall also be posted in a conspicuous place in the community at least two days in advance of such meeting, or alternatively, notice may be mailed or delivered to each member at least seven days prior to the meeting.

8.5 Action without a Meeting. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held at the regular call and notice provided that a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

8.6 Voting. Directors or committee members may not vote by proxy or by secret ballot at meetings of the Board or any committee thereof, except that secret ballots may be used in the election of officers.

ARTICLE 9.
Officers

9.1 Officers. The officers shall be a President, Vice-President, Secretary and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors. An individual may simultaneously hold more than one office so long as the President is not also the Secretary.

9.2 Election. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of

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Directors. Each officer shall hold office until his successor shall have been duly elected and qualified or until his earlier resignation or removal.

9.3 Vacancy. A vacancy of 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.

9.4 Removal. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

9.5 President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, mortgages, deeds and other written instruments. The President, may, but need not, be a required signatory on checks of the Association.

9.6 Vice-President. The Vice-President shall perform all the duties of the President in his absence. The Vice-President shall perform such other acts and duties as may be assigned by the Board of Directors.

9.7 Secretary. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book for that purpose the names of all of the members of the Association together with each member's current address as registered by such member.

9.8 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution by the Board of Directors, provided, however, that a resolution by the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits and the budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9.9 Financial Records. The Treasurer, or his appointed agent, shall keep proper books of account. He or his appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

9.10 Salaries. The salaries, if any, of the officers and any assistant officer of the Association shall be determined from time to time by the Board of Directors.

ARTICLE 10. Committees

10.1 Committees. The standing committees of the Association shall be:

A. The Architectural Control Committee.

Unless otherwise provided herein, any committee of the Board shall consist of a chairman and two or more members and shall include a member of the Board of Directors. The committees shall be appointed by the Board of Directors within thirty days after each annual meeting of the Board of Directors, and the members of each committee shall serve until the succeeding committee members have been appointed.

10.2 Architectural Control. The Architectural Control Committee shall have the duties and functions prescribed for the approval of improvements by the Association in the Declaration. A party aggrieved by the decision of the Architectural Control Committee shall have the right to make a written request to the Board of Directors, within thirty days of such decision that the Board review such decision. The determination of the Board upon reviewing the decision of such committee shall in all events be final. The ACC shall dissolve as provided in the Declaration once all improvements planned for the Project and the Lots have been constructed and conveyed, or sooner at the option of the Developer.

10.3 Other. The Board of Directors may appoint such other committees from time to time as it deems desirable.

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ARTICLE 11.

Assessments

The Association shall have the right to obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration, the Articles of Incorporation and these Bylaws. Assessments not paid when due shall bear interest from date when due until paid at the rate set forth in the Declaration and shall also result in the suspension of voting privileges during any period of such nonpayment. The method of assessment and the manner of enforcing collection thereof shall be as set forth in the Declaration. The "Assessment Period" is monthly, and assessments shall be due and payable on the first day of each and every month.

ARTICLE 12.

Fiscal Management

The provisions of fiscal management of the Association, as set forth in the Declaration, Articles of Incorporation and Bylaws shall be supplemented by the following provisions:

12.1 Annual Assessment. The annual maintenance assessment roll, hereinafter called "Assessment Roll" shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot or portion of a lot subject to the annual maintenance assessment set forth in the Declaration. The account shall designate the name and address of the owner or owners of each lot, and the amount of the annual maintenance assessment against the lot, the dates and amounts in which such assessments become due, and the amounts paid on the account and the balance due on prior assessments.

12.2 Fiscal Year; Budget. The fiscal year of the Association shall begin on January 1. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the revenues and expenses of performing the functions of the Association, and which shall comply with applicable statutes, and which shall include, but not be limited to, the following items:

A. Common expense budget, which shall include provision for the accomplishment of those duties and objectives contemplated by the Declaration, Articles of Incorporation and these Bylaws.

B. Proposed annual maintenance assessment against each individual lot subject to the annual maintenance assessment as set forth in the Declaration.

Copies of the proposed budget and proposed annual maintenance assessments shall be transmitted to each member at least two weeks prior to the beginning of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the rights of the Board of Directors, at any time in their sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

12.3 Notices. Notices of the annual maintenance assessments applicable to each individual lot subject to the lien of the annual maintenance assessment as set forth in the Declaration, together with a copy of the common expense budget, shall be transmitted to each member within one month after the beginning of the year for which the budget is made, and such assessment shall be due and payable within two months after the beginning of the year for which the assessment is made and shall become delinquent after that time.

12.4 Banks. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of money from such accounts shall be only by check signed by such persons as are authorized by the Board of Directors.

12.5 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association and be a common expense of the Association.

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12.6 Financial Reporting. If required by applicable law, the Association shall prepare an annual financial report and provide each member with notice that a copy of same is available upon request at no charge to a member.

ARTICLE 13.
Official Seal

The Association shall have an official seal which shall be circular in form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

ARTICLE 14.
Books and Records

The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

ARTICLE 15.
Amendments

These Bylaws may be altered, amended or repealed by a majority vote of the directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting. No amendment affecting the Developer shall be effected without the written consent of Developer, or its successors or assigns.

ARTICLE 16.
Indemnification of Officers and Directors

16.1 Indemnification. The Association shall indemnify any director or officer if made a party or threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding:

A. Whether civil, criminal, administrative, or investigative, other than one by or in the right of Association to procure a judgment in its favor, or to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of director or officer of the Association, or in his capacity as director, officer, or agent of any other corporation, partnership, joint venture, trust or other enterprise at which he served at the request of the Association against judgment, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon the plea of nolo contendere or its equivalent shall not in itself create a presumption that such director or officer did not have good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, including the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross negligence or willful misconduct in the performance of his duties to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification or to such expenses which such tribunal shall deem proper.

16.2 Determination of Coverage. The Board of Directors shall determine whether amounts for which a director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner that is reasonably believed to be in the best interests of the Association, and whether, with respect to

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any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

16.3 Applicable Law. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE 17.
Notice, Records and Financial Statements

17.1 Notice to Third Parties. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- A. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- B. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- D. Any proposed action that required the consent of a specified percentage of mortgage holders.

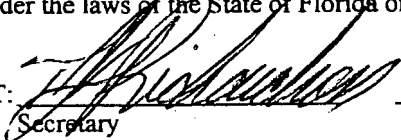
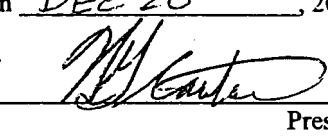
17.2 Records. The Association is required to make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books, records and financial statements and/or reports of the Association and such other documents and records as may be designated as "Official Records" under applicable statute. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances and as may otherwise be required under applicable statute.

17.3 Minutes. Minutes of all meetings of members and the Board shall be maintained in written form or in a form that can be converted to writing within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

ARTICLE 18.
Conflict of Terms

Any conflict between these Bylaws and the Declaration shall be governed by such Declaration.

These Articles are adopted as the Bylaws of CENTRE PARK ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida on DEC 20, 2007

ATTEST:  Secretary  President

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CENTRE PARK ASSOCIATION

MAINTANENCE PROGRAM
FISCAL BUDGET

10 YEAR PROJECTIONS

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YEARLY PROJECTED BUDGET

CENTRE PARK ASSOCIATION

	PER YEAR	MONTHLY	2004 BUDGET	2005 BUDGET	
BUDGETED EXPENSE					
POWER/LIGHTS	\$0.00	\$ -	\$0.00	\$0.00	
LAWNCARE	\$0.00	\$ -	\$0.00	\$0.00	
MOWING / PLANT REPAIR	\$6,400.00	\$ 533.33	\$6,624.00	\$6,822.72	
IRRIGATION	\$1,200.00	\$ 100.00	\$1,242.00	\$1,279.26	
CHEMICALS	\$200.00	\$ 16.67	\$207.00	\$213.21	
REIMBERSED EXPENSES	\$0.00	\$ -	\$0.00	\$0.00	
LAKES	\$0.00	\$ -	\$0.00	\$0.00	
TREATING	\$6,500.00	\$ 541.67	\$6,727.50	\$6,929.33	
PLANT/ GRASS REPLACEMENT	\$0.00	\$ -	\$0.00	\$0.00	
REPAIRS / MAINTAINANCE	\$0.00	\$ -	\$0.00	\$0.00	
OFFICE EXPENSE	\$0.00	\$ -	\$0.00	\$0.00	
OFFICE SUPPLIES/POSTAGE	\$150.00	\$ 12.50	\$155.25	\$159.91	
MISC. EXPENSE	\$150.00	\$ 12.50	\$155.25	\$159.91	
REIMBERSED EXPENSES	\$0.00	\$ -	\$0.00	\$0.00	
MNGM'T / ACCOUNTING	\$3,000.00	\$ 250.00	\$3,105.00	\$3,198.15	
INSURANCE	\$0.00	\$ -	\$0.00	\$0.00	
PROPERTY LIABILITY	\$2,500.00	\$ 208.33	\$2,587.50	\$2,665.13	
COMMERCIAL PROPE	\$429.00	\$ 35.75	\$444.02	\$457.34	
	\$0.00	\$ -	\$0.00	\$0.00	
CASH ON HAND	\$0.00	\$ -	\$0.00	\$0.00	
REIMBERSED EXPENSES	\$0.00	\$ -	\$0.00	\$0.00	
RESERVES	\$0.00	\$ -	\$0.00	\$0.00	
SUB TOTAL	\$20,529.00	\$1,710.75	\$21,144.87	\$21,779.22	
DEFERRED MAINTAINANCE	\$3,550.00	\$ 295.83	\$3,656.50	\$3,766.20	
REPLACEMENT OF REPAIRS	\$0.00	\$ -	\$0.00	\$0.00	
BETTERMENTS	\$0.00	\$ -	\$0.00	\$0.00	
		\$ -		\$0.00	
CASH ON HAND					
TOTAL	TOTAL	\$24,079.00	\$2,006.58	\$24,801.37	\$25,545.41
ASSESSMENT ON 52: \$455.09					
2304628 SQ. FT.TOT, 0.010448107					

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Exhibit C
 -page 2

YEARLY PROJECTED BUDGET

CENTRE PARK ASSOCIATION

2005 BUDGET	2006 BUDGET	2007 BUDGET	2008 BUDGET	2009 BUDGET	2010 BUDGET	2011 BUDGET	2012 BUDGET
\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$6,822.72	\$7,027.40	\$7,238.22	7,455.37	7,679.03	7,909.40	8,146.68	8,391.09
\$1,279.26	\$1,317.64	\$1,357.17	1,397.88	1,439.82	1,483.01	1,527.50	1,573.33
\$213.21	\$219.61	\$226.19	232.98	239.97	247.17	254.58	262.22
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$6,929.33	\$7,137.20	\$7,351.32	7,571.86	7,799.02	8,032.99	8,273.98	8,522.20
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$159.91	\$164.70	\$169.65	174.74	179.98	185.38	190.94	196.67
\$159.91	\$164.70	\$169.65	174.74	179.98	185.38	190.94	196.67
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$3,198.15	\$3,294.09	\$3,392.92	3,494.70	3,599.55	3,707.53	3,818.76	3,933.32
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$2,665.13	\$2,745.08	\$2,827.43	2,912.25	2,999.62	3,089.61	3,182.30	3,277.77
\$457.34	\$471.06	\$485.19	499.74	514.74	530.18	546.08	562.46
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$21,779.22	\$22,541.49	\$23,217.73	\$23,914.27	\$24,631.69	\$25,370.64	\$26,131.76	\$26,915.72
\$3,766.20	\$3,879.18	\$3,995.56	\$4,115.42	\$4,238.89	\$4,366.05	\$4,497.03	\$4,631.94
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$0.00	\$0.00	\$0.00	-	-	-	-	-
\$25,545.41	\$26,420.67	\$27,213.29	\$28,029.69	\$28,870.58	\$29,736.70	\$30,628.80	\$31,547.66
							\$32,494.09

Exhibit C - page 3



CENTRE PARK

2150 Whitfield Ave. Sarasota, Fl. 34243 941-650-4300 f. 941-755-0977

MAINTENANCE PROGRAM

YEARLY SCHEDULE

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CENTRE PARK

2150 Whitfield Ave. Sarasota, Fl. 34243 941-650-4300 f. 941-755-0977

A. MOWING

1. All irrigated turf grass areas should be maintained at a height of not less than 2-1/2" or more than 3".
2. Frequency should be as follows:
 - a. Winter Season – generally December 1 through and including March 31; at least once during each 14-day period.
 - b. Summer or Peak Growing Season – generally April 1 through and including November 30; once per week.
3. All clippings should be bagged and removed from the work site at the time of each mowing unless otherwise specified by the owner's authorized representative.
4. Clippings or other mowing-related debris should be hand-swept or machine-blown from the streets, curbing, parking areas, sidewalks or other landscaped areas.
5. All mower blades should be freshly sharpened prior to each day's mowing to ensure minimum damage and injury to turf grass.

B. EDGING

1. Mechanical edging should be done along all curbing, parking areas, sidewalks, bike paths and around all plant beds a minimum of twice a month.
2. All debris resulting from edging should be swept and/or raked and removed.
3. Edging and/or trimming will be required around isolated trees, shrubs, sign posts, etc. located at the worksite at the time of each mowing.

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APR 15 2003

C. FERTILIZATION

1. Turf Grasses – the following fertilization schedules should be followed:
 - a. Bahia – not less than three applications per year. In March and October, apply 12 lbs. per 1,000 square feet of 12 – 4 – 8 50% organic with microelements (MG, MN, FR, S). In June, apply 8 lbs. per 1,000 square feet of Milorganite, Organo or Groganite.
 - b. St. Augustine Floratam – not less than three applications per year. In March and October, apply 10 lbs. per 1,000 square feet of 12 – 4 – 8 50% organic with microelements (MG, MN, FE, S). In June, Milogranite, Organo or Groganite.
 - c. At times, environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly green, healthy and in top condition. It should be the owner's responsibility to determine these needs and see that they are executed.
 - d. Fertilizers containing iron should be removed from curbs, roads or walks to avoid staining before the sprinklers are activated after application of the fertilizer.
 - e. The complete fertilizers specified should contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer should be watered in promptly after application.

D. LANDSCAPE PLANTING

1. The owner should fertilize all trees, palms, shrubs, ground covers, and bedding plants to maintain them in healthy growing condition free of symptoms of nutritional deficiency or undesirable appearance.
2. The number of fertilizer applications the first year will be three.
3. A complete acid fertilizer such as an 8 – 4 – 8 organic with micronutrients should be applied in February / March, June / July, and September / October.
4. Landscape plantings should be fertilized as follows:
 - a. Annuals and Bedding Plants – apply 1 lb. per 25 square feet before planting and side dress every 3 to 5 weeks as needed with the same amount of fertilizer. One pound of fertilizer usually equals 2 cups.
 - b. Small Shrubs and Ground Covers – apply ½ pound per plant.

- c. Medium Shrubs – apply ½ - 1 lb. per plant
 - d. Large Shrubs – apply 1-1/2 to 2 lbs. per plant
5. Distribution – the fertilizer should be well scattered in an area from halfway between the stem and the drip line of the circumference and an equal distance beyond the circumference. The fertilizer should be distributed as evenly as possible by hand or by special mechanical applicator.
 6. Fertilizer that lands on leaves should be shaken off or hosed off leaves.
 7. Trees – measure the tree four feet above the ground and apply one to two lbs. of fertilizer per inch of diameter per year for trees six inches or less, and two to four lbs. per inch of diameter for trees over six inches. Do not apply fertilizer within two feet of the trunk of a small tree or within four feet of the trunk of a large tree.
 8. Palms – apply a 10 – 5 – 5 analysis fertilizer with an organic nitrogen content and trace elements (MN, MG) at the rate of one pound per foot of clear trunk (5 to 10 lbs., maximum).
 9. Distribution – the hole or punch-bar is the best method for applying fertilizer to trees and palms. The holes should be as close to a foot deep as possible, one to two inches in diameter and two feet apart, extending about two feet past the drip line of the tree or palm. Fill holes with fertilizer after having established amount as hereinbefore specified.

E. MULCHING

Mulch should be top-dressed or replenished in the fall, mid-season (January) and the spring as it deteriorates, is blown, washed away or becomes unsightly. Mulch should be kept one foot away from the bases of all tree and palm trunks and six inches away from the base of all shrub stems. Mulch should be Eucalyptus mulch or better.

F. PRUNING

1. Prune all trees in July. Trees need only to be thinned from the interior to allow the air to circulate through the canopy, shaped for proportion and any dead wood removed.
2. Palms and related plants should be pruned in August and early September. Pruning should require the removal of fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescences should be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging inflorescences) and avoid nicking the petioles of adjacent

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healthy fronds. Unsightly dead fronds that occur at other times of the year should be removed immediately.

3. When major pruning begins on a particular species of plant, it should continue until all plants of that species have been pruned within the jurisdiction of contract.
4. Minor pruning should occur throughout the year to keep individual plants within desired limits on an as-needed basis.
5. Prune vertical growth at a 45-degree angle. Branches should be removed flush with the trunk.
6. Remove all pruned materials and debris from the site each day.
7. Plant materials should be trimmed on a regular basis from around landscape lighting accent fixtures and signage.

G. WEEDING

Keep all planted areas free of weeds at all times. This includes the bases of trees and shrubs, beds and borders. In general, weeds should be removed by hand from these areas.

Granular Balan and Ronstar G may be used for pre-emergent control after weeds have been removed by hand.

H. SEASONAL PLANTING

1. Soil Bed Preparation

- a. Remove all grass, weeds, stones, and other debris from seasonal color beds.
- b. Incorporate soil into the top 6 inches of the bedding area, at a rate of one bag or 4 cubic feet per 16 square feet of the bedding area.
- c. Apply 2 lbs. 8 - 4 - 8 acid fertilizer per 100 square feet of bedding area. Spade, roto-till or otherwise mix well until uniform and level off.

2. Plantings

Seasonal plantings should be installed in October / November and April / May.

3. Fertilization

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- a. Fertilize with 14 – 14 – 14 Lesco time-release fertilizer or equivalent every six to eight weeks according to label directions.
- b. Fertilize with a soluble 20 – 2 – 20 fertilizer every week mixed at a rate of 1 pound per 100 gallons.
- c. Soluble salts should be checked on a regular basis to ensure that roots will not be damaged by excessive fertilizer applications.

4. Watering

Watering needs to be performed about as often as turf needs to be irrigated. Monitor for possible additional watering requirements. See watering schedule below.

5. Mulching

After plants are planted, add a light top dressing of Eucalyptus mulch. Just prior to the next seasonal planting, the mulch should be incorporated into the soil. Additional mulch should then be added (top-dressed) immediately following the next planting.

6. Weeding

Remove all weeds weekly so they do not compete for water or nutrients.

I. SPRAYING AND CHEMICAL USE

All plant material should be checked weekly for indications of insects and possible disease with a follow-through with the appropriate prompt treatment when necessary.

Palms to be soil drenched with Subdue every 60 days to prevent a root fungus.

1. Herbicides

An appropriate herbicide should be applied to turf grass areas for weed prevention at least twice per year.

2. Insecticides and Pesticides – Very Important

Insecticides and/or pesticides should generally be applied on an as-needed basis to address specific problems as they occur; however, application to turf grass areas under certain circumstances as a preventative measure may be determined to be appropriate twice a year.

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3. Fungicides

Fungicides should be applied to plant material and/or turf grasses on an as-needed basis to address specific problems as they occur.

Spraying and chemical application may be subcontracted by the maintenance contractor. However, the contractor or subcontractor performing required spraying or chemical applications must be qualified and hold all required licenses for this work.

4. Herbicides / Insecticides / Pesticides / Fungicides

All chemicals should be applied in a manner, for the purpose, and at a rate specified by the manufacturer, in accordance with accepted industry standards and practices and in accordance with all applicable local, state, and/or federal laws and regulations.

5. Royal Palms – Bud Drench with Liquid Copper and Dursban twice a year one-half ounce per gallon of solution.

Watering Schedule for New Planting

Week 1 – 2 Water everyday – Thoroughly soak ground every day

Week 3 – 4 Water 4 times a week

Week 5 – 6 Water 3 times a week

Thereafter Water 2 – 3 times a week

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LIST OF HOLDINGS OF CENTRE PARK ASSOCIATION, INC.

Upon the recordation of the subdivision plat, the Developer, **WASAT, L.L.C.**, a Florida limited liability company, transfers to **Center Park Association, Inc.**, a Florida not-for-profit corporation, the following:

1. Detention Areas designated as Tract "A" on the subdivision plat.
2. Open Space and Nature Walk identified as Tract "B" on the subdivision plat.
3. Roadway Buffer identified as Tract "C" on the subdivision plat.
4. Private drainage easements as reflected on the subdivision plat.
5. Association Walkway Buffer Easements as reflected on the subdivision plat.
6. Landscape Easements as reflected on the subdivision plat.
7. Surface Water Collection System including underground pipes.
8. Irrigation System including pumps, sprinklers, sprinkler heads and other similar equipment.

NOTE: The aforesaid real property and particularly Tract "B" as identified and described on the subdivision plat, are subject to the terms and conditions of a Conservation Easement in favor of Manatee County, said Conservation Easement being recorded with the Declaration of Restrictions for Centre Park Industrial Subdivision, Phase I and the subdivision plat.

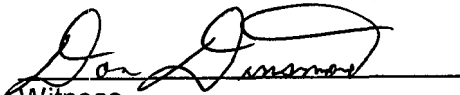
Dated this ___ day of March, 2003.

Executed in the presence of:



Witness

Print Name: Kimberly Manson



Witness

Print Name: _____

**WASAT, L.L.C., A FLORIDA LIMITED
LIABILITY COMPANY AND
AS DEVELOPER OF CENTRE PARK**

By: 
**WEBB G. CARTER
ITS MANAGER**

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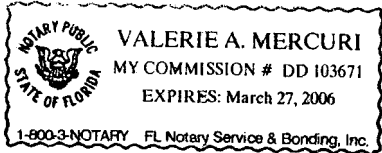
EXHIBIT "E" - Page 1 of 2

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO AND SUBSCRIBED before me this 12th day of March, 2003, by Webb Carter, as General Manger of **CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I**, who is personally known to me or produced _____ as identification and who did take an oath.

Valerie A. Mercuri
* Valerie A. Mercuri
*(Print Name of Notary Public)
Notary Public - State of Florida
My Commission Expires 03-27-06
Commission Number DD 103671

(NOTARIAL SEAL)



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CONSERVATION EASEMENT

IN CONSIDERATION of the premises and mutual covenants, terms and conditions and restrictions contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, WASAT, L.L.C., a Florida limited liability company, ("Grantor") as owner on the property described as:

SEE EXHIBIT "A"

on behalf of itself and its successors, heirs, assigns, grants and gives unto **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 1000, Bradenton, Florida 34206 ("Grantee"), a Conservation Easement pursuant to Section 704.06 Florida Statutes, over the above-described property of the Grantor.

Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conservation Easement without prior consent of the Grantee:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above ground.
2. Construction or placing of utilities on, below or above ground without appropriate local, state or federal permits or authorization.
3. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
4. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
5. Surface use except for purposes that permit the land or water areas to remain in its natural condition.
6. Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.

Dated this 12th day of ~~February~~ ^{March}, 2003.

Don DiSmore
Witness

Print Name: Don DiSmore

Kimberly Manson
Witness

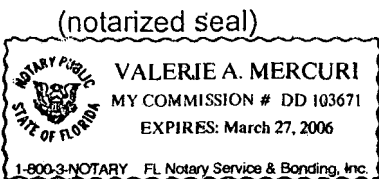
Print Name: Kimberly Manson

WASAT, L.L.C., a Florida limited liability company

By: Webb G. Carter
WEBB G. CARTER
its Manager

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO AND SUBSCRIBED before me this 12th day of ~~February~~ ^{March}, 2003, by **WEBB CARTER** as Manager of WASAT, L.L.C., a Florida limited liability company, who is personally known to me or produced _____ as identification and who did take an oath.



Valerie A. Mercuri
* Valerie A. Mercuri
Notary Public - State of Florida
My Commission Expires 03-27-06

EXHIBIT "F" (See recorded separate document)

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Exhibit "A"

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION :

A CONSERVATION EASEMENT OVER PART OF LOTS 1, 5, 6, AND 7, BLOCK A, CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I, TO BE RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°23'49"W. ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30, FOR A BASIS OF BEARING, A DISTANCE OF 1331.43 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 30; THENCE S.89°17'28"E. ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 552.94' FEET FOR A POINT OF BEGINNING, SAID POINT LYING S.89°17'28"E., A DISTANCE OF 32.47 FEET FROM THE NORTHWEST CORNER OF SAID LOT 5; THENCE ALONG THE CONSERVATION EASEMENT THE FOLLOWING 24 CALLS; S.28°34'17"W., 55.49 FEET; S.09°59'01"W., 38.07 FEET; THENCE CROSSING INTO SAID LOT 1, CONTINUE S.09°59'01"W., 21.57 FEET; S.65°49'55"W., 13.10 FEET; S.04°42'05"W., 62.14 FEET, S.07°27'44"E., 89.88 FEET; S.46°23'54"E., 10.62 FEET; THENCE CROSSING INTO SAID LOT 5, CONTINUE S.46°23'54"E., 62.59 FEET; S.83°10'27"E., 67.32 FEET; N.74°19'48"E., 85.39 FEET; N.69°18'29"E., 18.66 FEET; THENCE CROSSING INTO SAID LOT 6, CONTINUE N.69°18'29"E., 6.89 FEET; S.76°57'41"E., 16.16 FEET; N.79°03'57"E., 15.31 FEET; S.45°46'14"E., 34.58 FEET; N.52°12'27"E., 33.99 FEET; N.69°40'27"E., 53.17 FEET; N.66°58'16"E., 59.55 FEET; N.35°10'06"E., 32.99 FEET; THENCE CROSSING INTO SAID LOT 7, CONTINUE N.35°10'06"E., 21.52 FEET; N.49°39'11"E., 32.50 FEET; N.21°58'18"E., 85.19 FEET; N.13°40'42"E., 57.09 FEET; N.21°58'21"W., 50.55 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION, SAID POINT LYING S.89°17'28"E., 61.93 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6; THENCE N.89°17'28"W., A DISTANCE OF 453.46 FEET TO THE POINT OF BEGINNING.

CONTAINING: 137,734.82± SQ. FT., MORE OR LESS.

BK 1019 PG 7596 OF 42

CERTIFICATION :

I CERTIFY THAT THIS SKETCH WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY : C. Drew Branch DATE : 03/06/03
C. DREW BRANCH, PSM #5542

NOTE:
IN COMPLIANCE WITH F.A.C. 61G17-6.0031 (5) (E) (IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES. NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND EMBOSSED SEAL. SURVEY IS VALID FOR 90 DAYS.

DREW BRANCH SURVEYING & MAPPING, INC.
LICENSED BUSINESS #7011

909 CATTLEMEN RD.
SARASOTA, FL. 34232
941-342-6595 FAX 941-342-7495

SHEET 1 OF 2

PROJECT NO:
0210761

DRAWN BY: M.J. CHECKED BY: CDB

ACCEPTED IN OPEN SESSION APR 15 2003
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

PLANNING

**NOTICE TO BUYERS OF LOTS IN
CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I, A SUBDIVISION**

APR 02 2003

DEPARTMENT

**TO: ALL PROSPECTIVE BUYERS IN CENTRE PARK INDUSTRIAL SUBDIVISION,
PHASE I, A SUBDIVISION:**

By purchasing a Lot within CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I, a subdivision, a lot owner becomes a member of CENTRE PARK ASSOCIATION, INC., a Florida not-for-profit association ("The Association").

The Association is charged with the responsibility of providing the maintenance for the areas common to all lot owners. The holdings include:

1. Detention Areas designated as Tract "A" on the subdivision plat.
2. Open Space and Nature Walk identified as Tract "B" on the subdivision plat.
3. Roadway Buffer identified as Tract "C" on the subdivision plat.
4. Private drainage easements as reflected on the subdivision plat.
5. Association walkway buffer easements as reflected on the subdivision plat.
6. Landscape easements as reflected on the subdivision plat.
7. Surface water collection system including underground pipes.
8. Irrigation system including pumps, sprinklers, sprinkler heads and other similar equipment.

Each lot within CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I, a SUBDIVISION, is subject to the Declaration of Subdivision Restrictions, the Articles of Incorporation, the Bylaws for CENTRE PARK ASSOCIATION, INC., and the Rules and Regulations promulgated by CENTRE PARK ASSOCIATION, INC., and such other matters which may be reflected on the subdivision plat or those matters recorded in the Public Records of Manatee County, Florida.

To aid a prospective buyer, the developer has compiled this summary of the Declaration of the Restrictive Covenants. **HOWEVER, THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER MUST REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND THE SALES MATERIALS.**

Oral representations cannot be relied upon as correctly stating the representations of the developer. Please refer to this prospectus (offering circular) and its exhibits for correct representations.

The following is provided as a summary of the Declaration:

- A. The name of the Association is CENTRE PARK ASSOCIATION, INC., a Florida not-for-profit corporation.
- B. The name of the developer is WASAT, L.L.C., a Florida limited liability company, whose address is 2150 Whitfield Avenue, Sarasota, Florida 34243.
- C. The Association is responsible for the upkeep and maintenance of the surface water collection system, the irrigation system, related utilities, buffer areas and tracts identified as Tracts "A", "B" and "C" on the subdivision plat.
- D. Each Buyer is hereby notified that the property is subject to the requirements of

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Surface Water Management Permit No. 44022248.001, issued by the Southwest Florida Water Management District. In addition, the Buyer is required to inform the Southwest Florida Water Management District, at the beginning of construction, that a professional engineer, registered in Florida, has been retained to supervise construction; and upon completion of construction on a parcel or lot, the Buyer must submit to the District a Statement of Completion and an As-Built Certification of Compliance with the Permit.

Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the Southwest Florida Water Management District (SWFMD).

The Buyer is hereby notified that this property is subject to the requirements of Surface Water Permit No. 44022248.001, issued by the SouthWest Water Management District. In addition, the Buyer is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C, from the Southwest Water Management District prior to initiating any construction or alteration of a Surface Water Management System on this property.

Pursuant to the aforesaid Surface Water Management Permit, the operation and maintenance entity shall submit inspection reports in the form required by the district in accordance with the following schedule:

For systems utilizing retention or wet detention, the inspection shall be performed to two (2) years after operations authorized and every two (2) years thereafter.

Upon recordation of the subdivision plat, the Association becomes the operation and maintenance entity responsible for submission of the above inspection reports.

- E. Membership in the association is mandatory for lot owners.
- F. LOT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF THE MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT ASSESSED BY THE ASSOCIATION.
- G. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE COMMONLY USED AREAS. A LOT OWNERS' FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN (paragraph 20 of the Declaration).
- H. EASEMENTS and SETBACKS: Each lot owner and the association has a perpetual non-exclusive easement in common with all other lot owners and the Association for installation of utilities over, under and through the utility easements shown on the plat and for the express purpose of accommodating surface and underground drainage. The Declaration also imposes minimum setbacks which may be more restrictive than the governmental setbacks. Please refer to the subdivision plat and Paragraphs 12

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and 16 of the Declaration for use limitations affecting said easements.

- I. USE RESTRICTIONS: There are numerous and substantial use restrictions which have been imposed against each lot. Please refer to paragraphs 10, 11 and 16 of the Declaration for a complete list of said restrictions.
- J. SIGNAGE: Only one identifying sign shall be allowed for each Lot. Please refer to paragraph 10 of the Declaration for restrictions as to size, design and placement.
- K. LANDSCAPING: The Declaration imposes landscaping which shall be maintained in accordance with the landscaping plan approved by the Association. Please refer to Paragraphs 14 and 17 of the Declaration.
- L. BUILDING DESIGN: There is no prescribed architectural style suggested by the developer. However, the Declaration imposes numerous and specific restrictions on the style of the building and building materials. Please refer to Paragraph 16 of the Declaration.
- M. CONTRACTS FOR MAINTENANCE: The developer on behalf of itself and the Association has entered into arrangements for maintenance and operation of the common property described on the subdivision plat and the Declaration. The Developer does not have an interest in the contracting parties and all such contracts do not have a term in excess of one (1) year.
- N. BUDGET: The Association has adopted a budget approximately equivalent to \$455.09 per acre per year for the year commencing March 1, 2003. The Developer has guaranteed the assessments, and thus, the assessments will not rise more than 10% per annum while the Developer retains the right to retain control of the Association. During the initial period, the estimated expenses of the Association are as follows:

a. Grounds care	\$ 7,800.00	
b. Lakes (treatment)	\$ 6,500.00	
c. Insurance	\$ 2,929.00	
d. Office Expenses	\$ 3,300.00	
e. Reserve	\$ 3,550.00	
TOTAL:		\$24,079.50
Annual Individual Assessment (per acre)		\$ 455.90

- O. CONSERVATION EASEMENT: Certain real property in the subdivision, and particularly Tract "B" and Lots 1, 5, 6 and 7 of Block A, Centre Park, Phase I, as identified and described on the subdivision plat and the Conservation Easement in favor of Manatee County, a political subdivision of the State of Florida, as recorded at Official Records Book 1819 Page 7604 of the Public Records of Manatee County, State of Florida, are subject to the terms and conditions of said Conservation Easement. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the conservation easement without prior consent of Manatee County:
 1. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above ground.
 2. Construction or placing of utilities on, below or above ground

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- without appropriate local, state or federal permits or authorization.
3. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
 4. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
 5. Surface use except for purposes that permit the land or water areas to remain in its natural condition.
 6. Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
 7. Acts or uses detrimental to such retention of land or water areas.

P. SPECIAL USE RESTRICTIONS. For Lots 28-35, Block A. Applicant shall submit a notarized Adverse Impact Statement that states that their proposed use is light industrial and they shall not violate any of the adverse impact standards in Section 723 of the Manatee County Land Development Code.

The allowed uses on Lots 28-35, Block A, are limited to light industrial uses only, no heavy industrial uses will be allowed.

Each lot shall submit a separate Final Site Plan for review and approval.

Lots 21-27, Block A, are limited to LM uses in the south 30 feet of each lot.

Q. The Declaration and the building requirements set forth therein should be reviewed by a professional experienced with such a document so the prospective buyer may make an informed decision.

**WASAT, L.L.C., as Developer of
CENTRE PARK INDUSTRIAL SUBDIVISION,
PHASE I**

Witness: *Janette Padtke*
Don Diasma
 Witness: *Don Diasma*

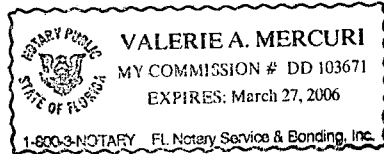
Webb Carter
Webb Carter
 Its General Manager

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STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO AND SUBSCRIBED before me this 2nd ^{April} day of ~~March~~, 2003, by Webb Carter, as General Manager of **WASAT, L.L.C.**, as **Developer** for **CENTRE PARK INDUSTRIAL SUBDIVISION, PHASE I**, who is personally known to me or produced _____ as identification and who did take an oath.

(NOTARIAL SEAL)



Valerie A. Mercuri
* Valerie A. Mercuri
*(Print Name of Notary Public)
Notary Public - State of Florida
My Commission Expires 03-27-06
Commission Number DD 103671

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R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.